

CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING AGENDA
For Thursday, July 28th, 2016

- I. Call to Order** (5:00 p.m. in the CBJ Assembly Chambers)
- II. Roll** (John Bush, Weston Eiler, Bob Janes, David Lowell, Robert Mosher, David Seng, David Summers, Budd Simpson, and Tom Donek)
- III. Board Administrative Matters**
- a. Elections of Docks & Harbors Board Chair and Vice Chair
 - b. Assignment of Docks & Harbors Board Standing Committees
 - c. Assignment of Docks & Harbors Board Comprehensive Fee Review Committees
- IV. Approval of Agenda**
- MOTION: TO APPROVE THE AGENDA AS PRESENTED.**
- V. Approval of June 30th, 2016 Regular Board Meeting Minutes**
- VI. Public Participation on Non-Agenda Items** (not to exceed five minutes per person, or twenty minutes total time).
- VII. Consent Agenda**
- A. Public Requests for Consent Agenda Changes
 - B. Board Members Requests for Consent Agenda Changes
 - C. Items for Action

- 1. FEMA Port Security Grant
Presentation by the Port Director

RECOMMENDATION: TO APPROVE THE ACCEPTANCE OF DEPARTMENT OF HOMELAND SECURITY – FEMA PORT SECURITY GRANT FOR \$76,050 AND RECOMMEND THE ASSEMBLY ADOPT NECESSARY ORDINANCE.

- 2. Aurora Harbor Municipal Harbor Grant
Presentation by the Port Director

RECOMMENDATION: TO RECOMMEND THE BOARD APPROVE THE ACCEPTANCE OF THE ADOT \$2M MUNICIPAL HARBOR FACILITY GRANT AND RECOMMEND THE ASSEMBLY ADOPT NECESSARY ORDINANCE.

- 3. Andrew's Marina Lease
Presentation by the Port Director

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REGULAR MEETING AGENDA (CONTINUED)

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RECOMMENDATION: TO APPROVE A NEW 35-YEAR LEASE WITH ANDREW'S MARINA (ATS 33) FOR \$5,549.50 ANNUALLY AND RECOMMEND THE ASSEMBLY ADOPT NECESSARY ORDINANCE.

MOTION: TO APPROVE THE CONSENT AGENDA AS PRESENTED.

VIII. Unfinished Business

1. Statter Harbor Master Plan - Update
Presentation by Port Engineer

Board Questions

Public Comment

Board Discussion/Action

MOTION: TO ADOPT CONCEPT #3 AS THE PREFERRED OPTION FOR STATTER HARBOR PHASE III.

IX. New Business

1. Juneau Cruise Ship Passenger Transportation Hub
Presentation by Bob Janes & Paul Voelckers

Board Questions

Public Comment

Board Discussion/Action

MOTION: TO DIRECT DOCKS & HARBORS STAFF TO ENGAGE IN THE CBJ PLANNING EFFORTS FOR THE FEASIBILITY OF A JUNEAU CRUISE SHIP PASSENGER TRANSPORTATION HUB.

2. Draft Juneau Community Energy Plan
Presentation by Port Director

Board Questions

Public Comment

Board Discussion/Action

MOTION: TO BE DETERMINED AT THE MEETING.

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REGULAR MEETING AGENDA (CONTINUED)
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X. Items for Information/Discussion

1. Auke Bay Marine Station Application Update
Presentation by the Port Engineer

Board Discussion/Public Comment

2. Board Retreat
Presentation by the Port Director

Board Discussion/Public Comment

XI. Committee and Member Reports

1. Operations/Planning Committee Meeting- Wednesday, July 20th, 2016
2. ~~Finance Committee Meeting—Thursday, July 21st, 2016 - CANCELLED~~
3. Member Reports

XII. Port Engineer's Report

XIII. Harbormaster's Report

XIV. Port Director's Report

XV. Assembly Liaison Report

XVI. Upcoming Meetings

- a. Ops/Planning Committee Meeting – Wednesday, August 17th, 2016 at 5:00pm
- b. ~~Finance Committee Meeting—Thursday, August 18th, 2016 at 5:00pm - CANCELLED~~
- c. Board Meeting – Thursday, August 18th, 2016 at 5:00pm

XVII. Adjournment

CBJ Docks and Harbors Board
REGULAR BOARD MEETING MINUTES
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I. Call to Order.

Mr. Donek called the Regular Board Meeting to order at 5:02 p.m. in the CBJ Assembly Chambers.

II. Roll Call.

The following members were present: John Bush, Weston Eiler, Robert Mosher, Bob Janes, Budd Simpson, David Summers, Tom Zaruba (arrived 5:09 pm), and Tom Donek.

Absent: David Lowell

Also present were the following: Carl Uchytel - Port Director, David Borg- Harbormaster, Gary Gillette - Port Engineer, David Seng - New Board Member, and Jerry Nankervis - Assembly Liaison.

III. Approval of Agenda.

MOTION By MR. SIMPSON: TO APPROVE THE AGENDA AS PRESENTED AND ASK FOR UNANIMOUS CONSENT.

Motion passed with no objection

IV. Approval of May 26th, 2016 Regular Board Meeting Minutes and June 6th, 2016 Special Board Meeting Minutes.

Hearing no objection, the May 26th, 2016 Regular Board Meeting Minutes and the June 6th, 2016 Special Board Meeting Minutes were approved as presented.

V. Public Participation on Non-Agenda Items - None

VI. Consent Agenda

- A. Public Requests for Consent Agenda Changes - None
- B. Board Members Requests for Consent Agenda Changes - None
- C. Items for Action - None

- 1. Notice of Intended Sale of Boat Shelters AG-29 by Mr. Louis Bandirola

RECOMMENDATION: TO WAIVE DOCKS & HARBORS' RIGHT OF FIRST REFUSAL ALLOWING MR. LOUIS BANDIROLA TO SELL HIS BOAT SHELTERS ON THE OPEN MARKET.

MOTION By MR. SIMPSON: TO APPROVE THE CONSENT AGENDA AS PRESENTED AND ASK UNANIMOUS CONSENT.

Motion passed with no objection.

VII. Unfinished Business - None

VIII. New Business

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1. Aurora Harbor Phase II - Design Fee

Mr. Gillette said in the packet is a proposal for PND Engineers for Aurora Harbor Phase II. This includes predesign planning, survey work, geotechnical, permitting, design, bid documents, contract administration, and inspection for a total package of \$598,485. This was discussed at the OPS/Planning meeting. There is some cost saving for the second phase because of the design elements that were completed in the first phase that go into the second phase. In phase I, the construction element was \$9,803,000, the engineering cost was \$778,000 for almost 8% of the total. Phase II, the construction cost estimate is \$4.6M and the engineering cost is \$299,000 which is almost 6.5% of the total. There are some cost savings reflected in this proposal in the basic design portion. The Preplanning and geotechnical work will be time and material because we are not sure what will be required for the Corps permit. The inspection services will also be under time and material because we are unsure what this will entail.

Board Questions -

Mr. Janes asked what the cost estimate is for moving the boat shelters?

Mr. Gillette said there is a fee added for connecting the boat shelters to the main float but not a specific line item. That would be captured in planning under the construction sequencing.

Public Comment - None

Board Discussion/Action

MOTION By MR.SIMPSON: TO ACCEPT PND ENGINEERS PROPOSAL FOR \$598,485 TO PROVIDE ENGINEERING SERVICES FOR THE AURORA HARBOR PHASE II PROJECT AND ASK UNANIMOUS CONSENT.

Motion passed with no objection

2. Delegation of Authority to the Port Director for Approval of Boat Shelter Sales.

Mr. Uchytal stated the regulation says Docks & Harbors Board has the right of first refusal. The Chair of the Board requested to delegate that authority to the Port Director and not bring such a simple thing to the Board and make the seller wait until after the next Board meeting to sell their boat shelter. He checked with CBJ Law and they don't see any problem with the language as written in the motion because of his purchase authority. He doesn't see wanting to purchase a boat shelter anywhere in the near future. He will bring it back to the Board for information when decisions are made to not purchase a boat shelter.

Board Questions

Mr. Bush asked why was it the Board's first refusal? Was it so we could purchase them and do away with them? Years ago, the state owned the Harbors and the City just ran them. The State originally allowed boat shelters to be built.

Mr. Donek said that is correct. They allowed 21 boat shelters to be built and those were grandfathered in. The solution was to give the City the first option to buy them back to be able to get rid of them.

Mr. Summers said he supports the intent of this motion, but he wants to know what effort is made by Docks & Harbors staff to ensure the condition of the boat shelters?

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Mr. Borg said nothing. The Boat shelters are private property.

Mr. Uchytel said with the pending phase II of Aurora Harbor, there has been discussion on closely defining in regulation what the owner must do for maintaining their boat shelters in the Harbor. When OSHA came through to inspect the Harbors, they pointed out violations with the Boat Shelters. The Harbormaster is working to correct the violations. The regulation currently does not hold the owner of the boat shelter to any significant standard.

Mr. Donek said it is similar to the boats in the Harbors, they are all at different levels of disrepair.

Mr. Eiler asked how often do the Boat Shelters sell?

Mr. Uchytel said there has been five this year.

Mr. Donek clarified that the boat shelters are sold for various reasons. One was selling because the owner was getting too old and another was selling because the owner died unexpectedly.

Mr. Eiler asked if the boat shelters were assessed or inspected by a Marine surveyor?

Mr. Donek said he owns a boat shelter, and his experience is that he looked it over and it was a place to park his boat and he bought it knowing the condition.

Mr. Janes suggested to work on the regulation for maintenance and upkeep of the boat shelters prior to the rebuild if possible.

Mr. Zaruba asked what the plan was for moving the Boat Shelters?

Mr. Uchytel said staff is still trying to figure it out.

Mr. Zaruba said they are not going to be easy to move.

Public Comment - None

Board Discussion/Action

Mr. Eiler wanted to know what the turnover has been with the Boat Shelters in the last ten years. The change of ownership could be a catalyst to having them inspected.

Mr. Donek said a boat shelter owner pays a tideland lease and property tax.

MOTION By MR. SUMMERS: TO DELEGATE AUTHORITY TO THE PORT DIRECTOR TO APPROVE THE SALE OF PRIVATE BOAT SHELTERS UNLESS THE PORT DIRETOR FINDS, IN CONSULTATION WITH THE BOARD CHAIR, THAT BOARD CONSIDERATION IS APPROPRIATE. THE PORT DIRECTOR SHALL REPORT ALL APPROVALS AS AN ITEM FOR INFORMATION/DISCUSSION AT THE NEXT BOARD MEETING AND ASK FOR UNANIMOUS CONSENT.

Motion Passed with no objection

IX. Items for Information/Discussion -

1. Norway Point to Bridge Park Land Use Master Plan (Results of Public Meeting)

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Mr. Gillette said this is the master plan from Norway Point to Bridge Park and Corvus Design is the lead consultant. Meilani Schijvens who is one of the team members working on the Land Use Master Plan is here tonight from Rain Coast Data to do a presentation and an exercise.

Ms. Schijvens went over the document in the packet starting on page 30. She needs an indication on where the Board would like to go and where not to go. She has prepared a short exercise to get the Boards priorities to focus on and what not to focus on moving forward with this process. She said the team she is on, including Corvus Design, North Wind Architects, and PND Engineers, is actively working to develop a master plan for the uplands between the Juneau-Douglas Bridge and Norway Point. The reason for the focus on this project is the workforce earnings in the Maritime sector is the second highest earnings after the Government sector in the Juneau Community. There are 2,000 maritime jobs in Juneau with \$117.5M in annual wages. This is a significant part of Juneau's growing economy. In the Maritime Industry over the last five years, jobs have increased by 5% and earnings have increased by 12%. There are nearly 6,000 documented and registered vessels in Juneau. The project area was looked at by the numbers and did a data analysis.

- In terms of the 753 total vessel capacity of the area, Aurora Harbor has the capacity for 465 vessels and Harris has the capacity for 288 vessels with the annual moorage revenue just over \$1M for the project area.
- In terms of the commercial fishing fleet, this area hosts 1/3 of the fleet.
- The Yacht Club had 15,000 user days, including 274 events with a 53 average attendees at each event. There was 70 public rentals for weddings and celebrations and various other activities.
- There are 160 residents living in the area, and putting that into perspective, it is about the size of Coffmann Cove and bigger than Tenakee Springs.
- There are about 50 people that work in the uplands region of the project area, including Juneau Marine Services, the Marine Exchange, Juneau Electronics, the UAS Educational Facility, The Juneau Yacht Club, Maritime Hydraulics, and the Forest Service. Above the 50 are 25 additional workers that go to the area on and off for their work to work on boats as ship wrights, mechanics, welders, and various other professions. This does not include the 100 commercial fisherman that also hire deckhands.
- There are 360 students that use this area annually as part of the technical educational facility.
- One of the major uses of this area is parking. There are 289 parking spaces, 800 downtown parking permits and 620 annual temporary parking permits are allowed to use the 289 spaces.

On May 18th, we had a public meeting that approximately 60 people attended. The people that attended were asked what their priorities were for this area. In terms of the people that attended the meeting, priority was as follows;

1. To expand Marine Services Capabilities (27 votes). Of the 27 votes, eight people were specific to say Juneau needs a larger travel lift. The current 35 ton travel lift is not large enough to pull the Commercial boats. The other comments were to have a new crane, haul out facility, welding and boat maintenance shops, maritime

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hydraulic services, additional boat storage area, boat stations to repair boats, and fill the uplands to meet those needs.

2. To improve safe and efficient access to and from Egan Drive and between the Harbors.
3. To upgrade Harris and Aurora amenities. This would be to improve the Harbormaster's office, bathroom facilities (not port a potties).
4. To add restaurants, coffee shops, and hardware stores in this uplands project area.
5. increase pedestrian access meaning the ability to walk from the Harbor to downtown.

Other comments for this area included, zoned for mixed use, storage spaces, additional parking, net shed or float, public transportation hub, increase maritime workforce development, emergency response training, improve small craft launch/moorage, improve and add community facilities, create a fresh fish market, covered boat storage, add bike path, add a cold storage facility, add a drive down float, repair or replace floats, and several other comments.

Ms. Schijvens explained the exercise she needed Board members to participate in to get the Boards priorities.

Board Discussion/Public Comment -

Mr. Janes recommended to add to her list that all live-aboards be put in one area of the Harbor, and he would like some thought given to the JD High School that may be closed at some point in the future for Harbor offices and Harbor related uses.

Mr. Eiler asked if CBJ owns the land in discussion for this project?

Mr. Gillette said most of Aurora and Harris parking is on the States right of way. There is private land, Federal Government land, State land, and we own all the tidelands in the Harbors. We did talk to ADOT to start the process of getting the right of way area turned over to CBJ which requires the Federal Department of Highways to agree with it because it is a federal highway. There is a mix of ownership in this area. Mr. Gillette said this is a master planning or visionary exercise.

Mr. Janes asked Mr. Borg if the parking was an issue with the Live-aboards, and if the live-aboard parking was all in one place if that would make policing the area easier?

Mr. Borg said that would make it easier.

5:53 Mr. Donek called a 5 to 10 minute recess for Board Members to participate in the project priority exercise.

6:04 back in session

Ms. Schijvens summarized what the Board members choice as priority.

1. Increase Harbor Amenities (specifically bathrooms) – 10 votes
2. Expand Maritime Services – 6 votes
3. Shopping retail opportunities

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4. Reduce the hazard for Egan
5. Fish Market

Items that had no interest:

1. Building houses.
2. Bike Paths
3. Creating a bus transportation hub

She said she will go back to the team and discuss how the overall vision of this area will fit. The team will bring that plan back to the Docks & Harbors staff and gear up for a second public meeting in September to present the concepts. At that public meeting will be another opportunity for people to vote on the different concepts.

Mr. Eiler said he appreciated the presentation, and that it gives the Board a lot of good questions to consider as the planning process moves forward.

Mr. Bush asked if ADOT has a master plan for a better access to the Harbors off Egan?

Mr. Gillette said CBJ has nominated the Harbor entries as an area for the State to look at. There are a lot of other projects that rise to the top before this area.

Mr. Uchytel said currently there are three entry exit points to the Harbor and it might be better if it was down sized to two locations. There may be money for that.

~~2. Moored Vessels on Docks & Harbors Submerged Lands~~

~~Board Discussion/Public Comment~~

3. ABLF Boatyard Improvements Update

Mr. Gillette said there is a bid out now for a Fabric Structure for boat repair building which will be 25'x50'x22' tall. This would replace the one in Statter Harbor that is in disrepair. The bids are due July 8th. We are also in the final design phase of two buildings. One would be a shop building 24' x 30' and the other is 12' x 24' that would be used for an office and retail. We have it set up now that the Lessee will pay for the electrical. We will also install a fence around the leased area to make it clear of the lease area. We should have the bid ready design documents for the small buildings next week.

Board Discussion/Public Comments- None

~~4. Fourth of July Yacht Club Event~~

~~Board Discussion/Public Comments~~

5. FY 2017 Docks & Harbors Board Considerations

Mr. Uchytel said it is time to start thinking about our next month annual meeting. This is the time for the Board members to choose what Committee they want to participate on. The Special

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Committee's are reestablished each year. The Board members need to decide if we still need the two standing Committee's or just the one. He said he typically puts the same agenda items on both meetings. Other ideas that were discussed with the Chair of the Board was maybe have a Committee of the Whole meeting one week before the full Board meeting similar to what the Assembly does.

Board Discussion/Public Comments

Mr. Donek said having two separate Committee's looking at the same things seems a little redundant. He recommended to define what the different Committee's do and have two separate agenda's or change the by-laws to have a work session before the Regular Board meeting. He said at the July Board meeting, he would like to reappoint the special Committee members and finish the fee review for both Docks & Harbors.

Mr. Simpson said he would like to finish the fee review.

Mr. Uchytel said the Docks fee review is almost finished.

Mr. Bush said he likes the idea of combining the OPS/Planning and Finance Committee meetings. He said he will not be here for any of the July meetings.

Mr. Mosher said he likes the idea of combining the meetings and asked when this would be decided?

Mr. Donek said at the next Regular Board Meeting.

Mr. Summers liked the idea of combining, but wanted to remind the Committee members that sometimes each meeting was over two hours.

Mr. Donek said usually during budget time it takes more time and recommended to have separate meetings during that month. The advantage of still having the two meetings would be to split them when we have a long agenda.

X. Committee and Member Reports

1. Operations/Planning Committee Meeting- Wednesday, June 22nd

Mr. Simpson reported:

- The Committee discussed and approved the PND proposal that was acted on tonight.
- The Andrew's Marina 35 year tideland lease was discussed. The Committee members discussed the poor condition of the marina that is on the lease area. The members didn't know if Docks & Harbors had any business telling the lessee what to do with their facilities on this lease area or if it is our obligation to look after the interest and the public benefit. The Committee asked for a representative from Andrew's Marina to come to the next meeting and provide more information before a decision is made.
- There was also a proposal to restrict the use of tarps in the Harbors. Testimony was received from both sides. The Committee was unable to decide. Mr. Simpson said he gave the members a homework assignment to determine exactly what the problem is that they are trying to address. Once the real problem is

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pointed out, then the Committee can come up with a solution to resolve that problem.

2. Finance Committee Meeting- Thursday, July 21st - Cancelled

3. Member Reports -

Mr. Summers reported he walked the docks this last week to observe the tarp issue. He saw clear examples of a tarp being used in an appropriate way and clear examples where they are not. He suggested the other Board members walk the Harbors and look at the tarps to see if it is a situation that someone is fixing their asset or someone doing something in the Harbor they shouldn't be doing.

Mr. Zaruba asked if the Harbormaster is requiring every vessel to move once a year under its own power.

Mr. Borg said this hasn't been done in years. Staff is working on this. When a vessel changes ownership, he is requiring that.

Mr. Zaruba said that might go along with the tarp problem.

Mr. Borg said he agrees.

Mr. Janes reported that it took him over two hours to find a place to moor at Statter Harbor. He said there were at least seven or eight permanent stalls that were empty. He recommended to keep moving forward toward the new for hire float at Statter Harbor. He asked Mr. Uchytel for an update on the for hire float financials and design.

Mr. Uchytel said the Board has approved the design efforts to move forward with the sediment testing for geotech and dredging and 15% design for the new for hire float. The derrick will show up in August to do the soil sampling and after that staff will have a better idea how hard it will be to dredge and what can be done with the dredge material and at what cost. The plan currently is to go forward with the state marine passenger fees for funding the for hire float and the associated uplands. If Docks & Harbors is able to use the \$4.6M from the State coming to CBJ, that would be enough to do the dredging and get the floats in place. The issue is convincing the Law Department that is an appropriate use of head tax. The new floats would provide safety and efficiency for cruise passengers and cruise ships to invest in a for hire float that is 13 miles away from the cruise ship. Docks & Harbors believes it is an appropriate use, however, with the ongoing lawsuit, the Law Department is requiring a factual basis report be provided that he and Mr. Gillette are working on as well as Barbara Sheinberg who is doing data collecting. He is hoping to have all the factual basis data by mid July to CBJ Law. This project will still happen, the use of this money will just bring it to fruition sooner.

Mr. Janes said 99.4% of Gastineau Guiding's 34,000 passengers are cruise ship passengers. Only .6% are not cruise ship passengers.

XI. Port Engineers Report- Mr. Gillette's report was in the packet

Mr. Gillette reported

- Douglas Harbor is moving forward. Trucano Construction won't be onsite until September.
- Statter Harbor is moving forward with substantial completion July 18th.

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- Cathodic Protection is a joint project with Engineering. This is for the area under the Downtown bus staging area and under the Library parking garage. They will be on site after July 4th. Ballard Marine Construction is the contractor.
- The weather monitoring system is up & running at the AJ Dock. The next phase will put stations on the new cruise berth for people to use for coming into Taku smokeries and Franklin Dock. They should be up and running for the next cruise season.
- We are working on the application for the old NOAA Lab Facility. Staff is preparing for meetings and meeting the application deadline which is at the end of August.

XII. Harbormaster's Report

Mr. Borg reported

- Staff is doing brush clearing around the Harbor areas.
- The Fishermen are giving great feedback on the additional moorage on the inside of the new CT float.
- C-Ramp has been paved.

XIII. Port Director's Report

Mr. Uchytel reported

- The survey did come back and the Lumberman is on Docks & Harbors tidelands. He sent a letter asking them to attend the next OPS/Planning meeting to discuss their plans.
- The Yacht club has a 4th of July event on the 3rd that they were requesting to use the entire parking lot exclusively. He said he asked CBJ Law and they advised not to do so. The event planner does not need the entire area anymore so this is a non-issue at this point.
- Miller Construction disagrees on the paving aspect of the Statter Harbor launch ramp project contract. There is a clause in the contract that allows Docks & Harbors to deduct 10% of the Sub-contractor amount of paving. Millers is at risk to lose \$72,000. Millers said it is important they self perform. Millers did get a conditional use permit but there was an appeal so it is a possibility that Millers may not be able to pave by the July 18th date.
- He said he sent a letter to Sharon Andrews with Andrew's Marina requesting she attend the next OPS/Planning meeting to let the Committee know their intentions for maintaining the Marina.
- He said he met with Central Council Tlinget & Haida today and the terms of the lease were agreed to. The lease proposal of \$8,600 with a lease review every five years and \$1.00 per participant with a Juneau index adjustment.
- Aurora Harbor Phase II project will move forward because we received the harbor grant.
- We received a \$76,000 FEMA Grant for Camera's at the downtown cruise ship docks.
- Applied for a Tiger Grant to extend the crane dock at Aurora Harbor for a greater capacity for fishermen. We will know in two months if we are successful.
- We are working with the Corps to maintenance dredge Harris & Aurora Harbor. We may be able to use the dredged material for beneficial uplands.

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XIV. Assembly Liaison Report

Mr. Nankervis reported -

- Last night at the Special Assembly meeting we appointed the members to the EagleCrest Board (Mike Stanley, Kayla Harmon, and Stephanie Hoag) and Airport Board (David Epstein and Martin Myers). There is still one vacancy on the Airport Board.
- On Monday night the Committee of the Whole discussed the sales tax on food and a 6% general sales tax and we opted not to pursue that at this time.
- On June 15th there was a Special Meeting and we reappointed to the Docks & Harbors Board Weston Eiler, Bob Janes, and newly appointed David Seng. The Assembly reappointed Tom Rutecki and Ritchie Dorrier and newly appointed Charlie Williams to the Aquatics Board.
- On June 13th at the Regular Assembly meeting we introduced ordinances.
 - An ordinance providing a temporary 3% sales tax that would be in effect for five years from 2017 to 2022. This would result in about \$26.4M. This will be on the ballot.
 - Ordinance 2016-20 is an ordinance placing an 8% tax on marijuana products similar to the alcohol tax
The Equal Rights Ordinance
 - Ordinance 2016-25 is providing for a permanent 3% sales tax. This will be on the ballot.
- Approved a \$10M loan from DEC for the Bio solids treatment and head works improvements (bio solids dryer).
- Approved first marijuana cultivation facility.
- Approved the moorage fees.
- Next Assembly meeting is July 11th.

XV. Board Administrative Matters

- a. Ops/Planning Committee Meeting - Wednesday, July 20th, 2016 at 5:00pm
- b. Finance Committee Meeting -Thursday, July 21st, 2016 at 5:00pm
- c. Board Meeting - Thursday, July 28th, 2016 at 5:00pm

XVI. Adjournment - The regular Board Meeting adjourned at 6:52 p.m.



Port of Juneau

155 S. Seward Street • Juneau, AK 99801
(907) 586-0292 Phone • (907) 586-0295 Fax

From: Carl Uchytel, P.E., Port Director
To: Docks & Harbor Board
Date: July 15th, 2016
Re: FEMA – PORT SECURITY GRANT (PSG)

1. Docks & Harbors applied for and received a FEMA Port Security Grant to install new and updated security cameras along the new cruise ship berths. This project will provide greater security and monitoring capabilities consistent with federal law and the CBJ Docks & Harbors Facility Security Plan. A non-code ordinance is required for the grant to be accepted by the City & Borough of Juneau which requires a 25% match from the Docks operating fund.

2. The necessary ordinance would appropriate \$76,050 for the design, procurement and installation of security cameras for the new cruise ship berths. Grant funding is provided by the US Department of Homeland Security – Port Security Grant Program.

This is an operating grant and requires a \$25,350 match for a total approved project amount of \$100,000. This match will be met with the Docks Fund existing FY17 adopted budget thus there is no need to appropriate the \$25,350 from the Docks Fund Balance.

3. I recommend that the Board approve acceptance of the PSG and encourage the Assembly to adopt the required non-code ordinance.

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- ★ Existing Locations to replace with new cameras
- ★ Locations of future new cameras
- ★ Locations of servers, recorders, radios, etc.



Port of Juneau

155 S. Seward Street • Juneau, AK 99801
(907) 586-0292 Phone • (907) 586-0295 Fax

From: Carl Uchtyl, P.E., Port Director
To: Docks & Harbor Board
Date: July 15th, 2016
Re: AURORA HARBOR PHII – ADOT HARBOR GRANT

1. CBJ Docks and Harbors received notice of award of a \$2M Municipal Harbor Facility Grant for phase two of the reconstruction of Aurora Harbor. The funding would be used to replace failing infrastructure of the current facility including new piling, floats, electrical wiring, pedestals, water lines, and hydrants. Phase two would complete the main float, and head floats E, F, and G including mooring finger floats on one side and provisions for current boat shelters on the other side.
2. An Ordinance appropriating the grant to CBJ must be accepted by the Assembly. The funding in the amount of \$2M is provided by the Alaska Department of Transportation & Public Facilities, Municipal Harbor Facility Grant. Matching grant funds of \$2M would be provided by the Harbors Enterprise Fund Balance. This ordinance would appropriate \$4M into the overall budget of the project.
3. I recommend that the Board approve acceptance \$2M Municipal Harbor Facility Grant and encourage the Assembly to adopt the required non-code ordinance.

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THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Department of Transportation and
Public Facilities

Design & Engineering Services
Port & Harbors Section

3132 Channel Drive
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July 5, 2016

Carl Uchytel, P.E.
Port Director
City and Borough of Juneau
155 S. Seward Street
Juneau, Alaska 99801

Subject: Letter of Award of the FY17 Harbor Facility Grant Funds

Dear Mr. Uchytel:

Congratulations on successful funding of your application for the Department of Transportation and Public Facilities' Harbor Facility Grant Program. Upon execution of a harbor grant agreement with the department, the City and Borough of Juneau will receive a Tier II 50/50 matching harbor grant in the amount of \$2,000,000.00 for construction of the Aurora Harbor project. These funds are 100% state general funds.

As a reminder, and as explained in the harbor grant instructions, the municipality will have six (6) months from the date of this Letter of Award to properly ratify and execute a mutually agreeable grant agreement with the department. Note if there is a change in your harbor project that affects the nature of the municipality's original application, then that could prevent us from executing a harbor grant agreement. If a grant agreement cannot be completed within that six month period, the department may deny the award and select the next highest scoring proposal or award the funds in subsequent years. After the grant agreement is signed, the City and Borough of Juneau will have eighteen (18) months to complete the construction phase of the Aurora Harbor project.

Please contact me at your earliest convenience to discuss the grant agreement and the timing for your harbor project. I look forward to working with you on this important municipal harbor project. If you have any questions, please contact me at (907) 465-3979.

If you have any questions, please contact me at (907) 465-3979.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Lukshin".

Michael Lukshin, P.E.
State Ports and Harbors Engineer

After Recording Please Return to:
City and Borough of Juneau
Attn: Carl Uchytel, P.E., Port Director
155 S. Seward Street
Juneau, AK 99801

LEASE FOR ATS 33

PART 1. PARTIES. This lease is between the City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska, hereafter “CBJ” or “City” and Andrew’s Marina, Inc., a corporation organized under the laws of the State of Alaska (with its principal place of business in Juneau, Alaska), a, hereafter “Lessee.”

PART II. LEASE ADMINISTRATION. All communications about this lease shall be directed as follows, and any reliance on a communication with a person other than that listed below is at the party’s own risk.

CBJ:

City and Borough of Juneau
Attn: Carl Uchytel, P.E.
155 S. Seward Street
Juneau, AK 99801
Phone: (907) 586-0292
Fax: (907) 586-0295
Email: Carl.Uchytel@juneau.org

Lessee:

Andrew’s Marina, Inc.
Attn: Sharon Andrew
P.O. Box 210256
Auke Bay, AK 99821
Phone: (907) 789-7312

PART III. LEASE DESCRIPTION. The following appendices are attached hereto and are considered to be part of this lease agreement as well as anything incorporated by reference or attached to those appendices.

- Appendix A: Property Description & Additional Lease Provisions
- Appendix B: Lease Provisions Required by CBJ Chapter 53.20
- Appendix C: Standard Provisions

If in conflict, the order of precedence shall be: this document, Appendix A, B, and then C.

**APPENDIX A:
PROPERTY DESCRIPTION & ADDITIONAL LEASE PROVISIONS**

1. DESCRIPTION OF PROPERTY

The property subject to this lease is generally referred to as “the Leased Premises” or “the Property.” The Leased Premises subject to this lease is also known as Fishermen’s Bend. The Leased Premises are described as follows:

Alaska Tidelands Survey No. 33, according to the plat filed in the Juneau Recording District on January 11, 2001, as Plat #2001-6, containing 1.247 acres, more or less.

The Leased Premises, depicted on Plat 2001-6 are subject to any legally enforceable encumbrances. A copy of Plat 2001-6 is attached as Exhibit A.

2. AUTHORITY

This lease is entered into pursuant to the authority of CBJ Code Section 85.02.060(a)(5) and CBJ Chapter 53.20; and CBJ Ordinance No. 2016-____, adopted by the City and Borough of Juneau Assembly on _____, 2016 and effective 30 days thereafter.

3. TERM

The parties agree that it was their intent to enter into this lease arrangement for the 35 year period starting April 26, 2016. Accordingly, the parties agree and intend that this lease shall be interpreted as having the effective date be retroactive to April 26, 2016. The parties agree and consent to being bound by the terms of this agreement as if it had been entered into as of April 26, 2016.

The term of the lease is 35 years and shall remain in effect until April 25, 2051, unless sooner terminated.

4. LEASE PAYMENTS AND ADJUSTMENTS

- a) The annual rent for the first year of the lease, April 26, 2016 – April 25, 2017, shall be **\$5,549.50**. Lessee shall pay the CBJ a monthly payment of four hundred and sixty-two dollars and forty-six cents (\$462.46). Payments shall be made to City and Borough, 155 S. Seward Street Juneau, AK 99801 and reference D&H Lease ATS 33.
- b) Lessee shall pay CBJ without demand, deduction or offset the monthly rental in advance or on the first (1st) day of each month during the Lease. Payments for any partial month at the beginning or end of the Lease term shall be prorated.
- c) The first monthly payment of \$462.46 shall be paid on or before August 1, 2016.
- d) For the 95 day period from April 26, 2016, until August 1, 2016, the prorated rent (\$15.20 per day) shall be one thousand four hundred and forty-four dollars and thirty-nine cents (\$1,444.39). If Lessee has not paid the \$1,444.39 for the lease period prior to

August 1, 2016, the Lessee shall pay the City the required lump sum amount. Lessee has paid the City _____ for the leased period prior to August 1, 2016. The Lessee shall pay a one-time catch up payment to the City in the amount of _____, which is due within sixty days from the date this lease is executed.

- e) CBJ's acceptance of less than the full amount of any payment due from Lessee shall not be deemed an accord and satisfaction or compromise of such payment unless CBJ specifically consents in writing to payment of such lesser sum as an accord and satisfaction or compromise of the amount which CBJ claims.
- f) Beginning with the first year (2021) after the initial five-year period of the term, the Port Director will re-evaluate and adjust the annual lease payment for the Leased Premises for the next five-year period of this lease, and then every five years thereafter, pursuant to Appendix B, Section 3(b) of this lease, CBJ 53.20.190(2), CBJ 85.02.060(a)(5), and the Docks and Harbors lease administration regulations, 05 CBJAC Chapter 50. The new annual lease payment amount shall be paid retroactively to the beginning of that lease payment adjustment period. Lessee shall pay all appraisal costs associated with re-evaluating and making adjustments to the annual lease payment.

5. AUTHORIZED USE OF PREMISES

Lessee is authorized to use the Leased Premises for a small boat moorage. Should Lessee wish to further development the Leased Premises, Lessee shall be required to obtain approval of its development plans from the CBJ Docks and Harbors Board prior to any further development of the Leased Premises or improvements. Lessee shall be responsible for obtaining all necessary permits and approvals for Lessee's development of the Leased Premises.

6. TAXES

Lessee is hereby on notice that this lease may make all or a portion of the Leased Premises taxable. Lessee shall pay all taxes, assessments, liens and license fees levied, assessed or imposed by any authority having the direct or indirect power to tax or assess any such liens, by reason of Lessee's use of the Leased Premises.

7. UTILITIES AND SERVICES

If the Lessee wants utilities or services provided to the Leased Premises, the Lessee shall furnish and pay, at Lessee's sole expense the desired utilities and services (including but not limited to power, water, waste water, trash, janitorial, telephone, internet, and cable).

8. INSURANCE

Lessee shall provide a certification of proper insurance coverage to the CBJ. Lessee has secured and agrees to keep and maintain in full force and effect, at its own expense, the insurance approved by CBJ Risk Management as outlined below. All insurance required under this contract shall name the CBJ as an additional insured, except with respect to Workers Compensation policies. At least 30 days prior to the cancellation, non-renewal or reduction in the amount of coverage, Lessee shall provide written notice to the CBJ's Risk Management. The

Lessee's insurance shall be primary and any insurance maintained by the CBJ shall be non-contributory. Failure of CBJ to demand such certificate or other evidence of full compliance with these insurance requirements or failure of CBJ to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of the Contractor to maintain the insurance required by this contract.

Commercial General Liability Insurance. Lessee shall maintain in full force and effect, at its own expense, at all times during this lease, commercial general liability insurance in the amounts of \$1,000,000 per occurrence and \$2,000,000 general aggregate. The insurance policy shall name CBJ as an "Additional Insured" and shall require that the insurance company give prior written notice consistent with the terms of the policy, to the CBJ's Risk Management Officer prior to any cancellation, non-renewal, or reduction in the amount of coverage. If the Lessee maintains higher limits than shown below, the CBJ shall be entitled to coverage for the higher limits maintained by the Lessee.

Comprehensive Automobile Liability Insurance. The coverage shall include all owned, hired, and non-owned vehicles to a one million dollar (\$1,000,000.00) combined single limit coverage. **The CBJ shall be named as additional insured on this policy.**

Workers Compensation Insurance. As required by Alaska Statute (AS 23.30), the Lessee must maintain Workers Compensation Insurance to protect the Lessee from any claims or damages for any personal injury or death which may arise from services performed on the Leased Premises. This requirement applies to the Lessee's firm, any subcontractors or assignees, and anyone directly or indirectly employed to perform work by the Lessee on the Leased Premises. The Lessee must notify the CBJ as well as the State Division of Workers Compensation immediately when changes in the Lessee's business operation affect the Lessee's insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of one hundred thousand dollars (\$100,000.00) per injury and illness, and five hundred thousand dollars (\$500,000.00) policy limits. Lessee also agrees to provide evidence of Longshore and Harbor Worker's Insurance and Jones Act coverage if applicable to the Lessee's use of the Leased Premises. **The policy shall be endorsed to waive subrogation rights against the CBJ.**

Property Insurance. Lessee acknowledges that CBJ carries no fire or other casualty insurance on the Lease Premises or improvements located thereon belonging to Lessee, and that it is the Lessee's obligation to obtain adequate insurance for protection of Lessee's buildings, fixtures, or other improvements, or personal property located on the Leased Premises, and adequate insurance to cover debris removal.

**APPENDIX B: LEASE PROVISIONS REQUIRED BY
CBJ CHAPTER 53.20 and CBJ CHAPTER 50**

1. RESPONSIBILITY TO PROPERLY LOCATE ON LEASED PREMISES.

As required by CBJ 53.20.160, it shall be the responsibility of Lessee to properly locate Lessee's improvements on the Lease Premises and failure to so locate shall render Lessee's liable as provided by law.

2. APPROVAL OF OTHER AUTHORITIES.

As required by CBJ 53.20.180, the issuance by CBJ of leases, including this lease, under the provisions of CBJ Title 53 does not relieve Lessees of responsibility for obtaining licenses, permits, or approvals as may be required by CBJ or by duly authorized state or federal agencies.

3. TERMS AND CONDITIONS OF LEASES REQUIRED BY CBJ 53.20.190.

As required by CBJ 53.20.190, the following terms and conditions govern all leases and are incorporated into this lease unless modified by the Assembly by ordinance or resolution for this specific lease. Modifications of the provisions of this Appendix B applicable to this specific lease, if any, must specifically modify such provisions and be supported by the relevant ordinance or resolution to be effective.

(a) **Lease Utilization.** The Leased Premises shall be utilized only for purposes within the scope of the application and the terms of the lease, and in conformity with the provisions of CBJ code, and applicable state and federal laws and regulations. Utilization or development of the Leased Premises for other than the allowed uses shall constitute a violation of the lease and subject the lease to cancellation at any time.

(b) **Adjustment of Rental.** Lessee agrees to a review and adjustment of the annual rental payment by the Port Director not less often than every fifth year of the lease term beginning with the rental due after completion of each review period. Any changes or adjustments shall be based primarily upon the values of comparable land in the same or similar areas; such evaluations shall also include all improvements, placed upon or made to the land, to which the CBJ has right or title, excluding landfill placed upon the land by Lessee, except that the value of any improvements credited against rentals shall be included in the value.

(i) **Delays in setting rents.** Delays in setting or adjusting lease rents due to the appraisal process shall not change the effective date of the lease rent change. In the case of renewals, the new rent shall apply retroactively to the date the lease expired. In the case of rent adjustments during a lease, the new rent shall apply retroactively to the date of rent adjustment as set out in the lease.

(ii) **Adjustment Dispute Resolution.** Should the Lessee disagree with the lease rent adjustment proposed by the Port Director, the Lessee shall pay for an appraisal and have the appraisal undertaken in accordance with the requirements set out in 05 CBJAC 50.050. In the event the Docks and Harbors Board disagrees with an appraisal, and the Board cannot

reach an agreement with the lessee on the lease rent adjustment, the Board shall pay for an additional appraisal and have the appraisal undertaken in accordance with the requirements set out in 05 CBJAC 50.050. The Board shall establish the lease rent adjustment based on this additional appraisal. In the event the Lessee disagrees with the lease rent adjustment, the lessee may appeal to the Assembly. The decision of the Assembly shall be final.

(c) **Subleasing.** Lessee may sublease Leased Premises or any part thereof leased to Lessee hereunder; provided, that the proposed sub-lessee shall first apply to CBJ for a permit therefore; and further provided, that the improvements on the Leased Premises are the substantial reason for the sublease. Leases not having improvements thereon shall not be sublet. Subleases shall be in writing and be subject to the terms and conditions of the original lease; all terms, conditions, and covenants of the underlying lease that may be made to apply to the sublease are hereby incorporated into the sublease.

(d) **Assignment.** Lessee may assign its rights and obligations under this lease; provided that the proposed assignment shall be approved by CBJ prior to any assignment. The assignee shall be subject to all of the provisions of the lease. All terms, conditions, and covenants of the underlying lease that may be made applicable to the assignment are hereby incorporated into the assignment.

(e) **Modification.** The lease may be modified only by an agreement in writing signed by all parties in interest or their successor in interest.

(f) **Cancellation and Forfeiture.**

(i) The lease, if in good standing, may be cancelled in whole or in part, at any time, upon mutual written agreement by Lessee and CBJ.

(ii) CBJ may cancel the lease if it is used for any unlawful purpose.

(iii) If Lessee shall default in the performance or observance of any of the lease terms, covenants or stipulations thereto, or of the regulations now or hereafter in force, or service of written notice by City without remedy by Lessee of the conditions warranting default, CBJ may subject Lessee to appropriate legal action including, but not limited to, forfeiture of the lease. No improvements may be removed by Lessee or other person during any time Lessee is in default.

(iv) Failure to make substantial use of the land, consistent with the proposed use, within one year shall in the discretion of CBJ with approval of the Assembly constitute grounds for default.

(g) **Notice or Demand.** Any notice or demand, which under terms of a lease or under any statute must be given or made by the parties thereto, shall be in writing, and be given or made by registered or certified mail, addressed to the other party at the address of record.

However, either party may designate in writing such new or other address to which the notice or demand shall thereafter be so given, made or mailed. A notice given hereunder shall be deemed delivered when deposited in a United States general or branch post office enclosed in a registered or certified mail prepaid wrapper or envelope addressed as hereinbefore provided.

(h) **Rights of Mortgage or Lienholder.** In the event of cancellation or forfeiture of a lease for cause, the holder of a properly recorded mortgage, conditional assignment or collateral assignment will have the option to acquire the lease for the unexpired term thereof, subject to the same terms and conditions as in the original lease.

(i) **Entry and Reentry.** In the event that the lease should be terminated as hereinbefore provided, or by summary proceedings or otherwise, or in the event that the demised lands, or any part thereof, should be abandoned by Lessee during the term, CBJ or its agents, servants, or representative, may, immediately or any time thereafter, reenter and resume possession of lands or such thereof, and remove all personals and property there from either by summary proceedings or by a suitable action or proceeding at law without being liable for any damages therefor. No reentry by CBJ shall be deemed an acceptance of a surrender of the lease.

(j) **Lease.** In the event that the lease should be terminated as herein provided, or by summary proceedings, or otherwise, CBJ may offer the lands for lease or other appropriate disposal pursuant to the provisions of CBJ code.

(k) **Forfeiture of Rental.** In the event that the lease should be terminated because of any breach by Lessee, as herein provided, the annual rental payment last made by Lessee shall be forfeited and retained by CBJ as partial or total damages for the breach.

(l) **Written Waiver.** The receipt of rent by CBJ with knowledge of any breach of the lease by Lessee or of any default on the part of Lessee in observance or performance of any of the conditions or covenants of the lease, shall not be deemed a waiver of any provision of the Lease. No failure on the part of the CBJ to enforce any covenant or provision therein contained, nor any waiver of any right thereunder by CBJ unless in writing, shall discharge or invalidate such covenants or provisions or affect the right of CBJ to enforce the same in the event of any subsequent breach or default. The receipt, by CBJ, of any rent or any other sum of money after the termination, in any manner, of the term demised, or after the giving by CBJ of any notice thereunder to effect such termination, shall not reinstate, continue, or extend the resultant term therein demised, or destroy, or in any manner impair the efficacy of any such notice or termination as may have been given thereunder by CBJ to Lessee prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing and signed by CBJ.

(m) **Expiration of Lease.** Unless the lease is renewed or sooner terminated as provided herein, Lessee shall peaceably and quietly leave, surrender and yield up to the City all of the leased land on the last day of the term of the lease.

(n) **Renewal Preference.** Any renewal preference granted to Lessee is a privilege, and is neither a right nor bargained for consideration. The lease renewal procedure and renewal preference shall be that provided by ordinance in effect on the date the application for renewal is received by the designated official.

(o) **Removal or Reversion of Improvement upon Termination of Lease.** Improvements owned by Lessee shall within sixty calendar days after the termination of the lease be removed by Lessee; provided, such removal will not cause injury or damage to the lands or improvements demised; and further provided, that CBJ may extend the time for removing such improvements in cases where hardship is proven. Improvements owned by Lessee may, with the consent of CBJ, be sold to the succeeding Lessee. All periods of time granted Lessee to remove improvements is subject to Lessee's paying the CBJ pro rata lease rentals for the period.

(i) If any improvements and/or chattels not owned by CBJ and having an appraised value in excess of five thousand dollars as determined by the assessor are not removed within the time allowed, such improvements and/or chattels on the lands, after deducting for CBJ rents due and owning and expenses incurred in making such sale. Such rights to proceeds of the sale shall expire one year from the date of such sale. If no bids acceptable to the Port Director are received, title to such improvements and/or chattels shall vest in CBJ.

(ii) If any improvements and/or chattels having an appraised value of five thousand dollars or less, as determined by the assessor, are not removed within the time allowed, such improvements and/or chattels shall revert to, and absolute title shall vest in, CBJ.

(p) **Rental for Improvements or Chattels not Removed.** Any improvements and/or chattels belonging to Lessee or placed on the lease during Lessee's tenure with or without his permission and remaining upon the premises after the termination date of the lease shall entitle CBJ to charge Lessee a reasonable rent therefor.

(q) **Compliance with Regulations Code.** Lessee shall comply with all regulations, rules, and the code of the City and Borough of Juneau, and with all state and federal regulations, rules and laws as the code or any such rules, regulations or laws may affect the activity upon or associated with the leased land.

(r) **Condition of Premises.** Lessee shall keep the premises of the lease in neat, clean, sanitary and safe condition and shall take all reasonable precautions to prevent, and take all necessary action to suppress destruction or uncontrolled grass, brush or other fire on the leased lands. Lessee shall not undertake any activity that causes or increases a sloughing off or loss of surface materials of the leased land.

(s) **Inspection.** Lessee shall allow an authorized representative of CBJ to enter the lease land for inspection at any reasonable time.

(t) **Use of Material.** Lessee of the surface rights shall not sell or remove for use elsewhere any timber, stone, gravel, peat moss, topsoils, or any other materials valuable for building or commercial purposes; provided, however, that material required for the development of the leasehold may be used, if its use is first approved by the CBJ.

(u) **Rights-of-Way.** CBJ expressly reserves the right to grant easements or rights-of-way across leased land if it is determined in the best interest of the CBJ to do so. If CBJ grants an easement or right-of-way across the leased land, Lessee shall be entitled to damages for all Lessee-owned improvements or crops destroyed or damaged. Damages shall be limited to improvements and crops only, and loss shall be determined by fair market value. Annual rentals may be adjusted to compensate Lessee for loss of use.

(v) **Warranty.** CBJ does not warrant by its classification or leasing of land that the land is ideally suited for the use authorized under the classification or lease and no guaranty is given or implied that it shall be profitable to employ land to said use.

(w) **Lease Rental Credit.** When authorized in writing by CBJ prior to the commencement of any work, Lessee may be granted credit against current or future rent; provided the work accomplished on or off the leased area results in increased valuation of the leased or other city and borough-owned lands. The authorization may stipulate type of work, standards of construction and the maximum allowable credit for the specific project. Title to improvements or chattels credited against rent under this section shall vest immediately and be in CBJ and shall not be removed by Lessee upon termination of the lease.

APPENDIX C: STANDARD PROVISIONS

- (1) **Holding Over.** If Lessee holds over beyond the expiration of the term of this lease and the term has not been extended or renewed in writing, such holding over will be a tenancy from month-to-month only.
- (2) **Interest on Late Payments.** Should any installment of rent or other charges provided for under the terms of this lease not be paid when due, the same shall bear interest at the rate established by ordinance for late payments or at the rate of 12 percent per annum, if no rate has been set by ordinance.
- (3) **Taxes, Assessments, and Liens.** During the term of this lease, Lessee shall pay, in addition to the rents, all taxes, assessments, rates, charges, and utility bills for the Leased Premises and Lessee shall promptly pay or otherwise cause to be discharged, any claim resulting or likely to result in a lien, against the Leased Premises or the improvements placed thereon.
- (4) **Easements.** Lessee shall place no building or structure over any portion of the Leased Premises where the same has been set aside or reserved for easements.
- (5) **Encumbrance of Parcel.** Lessee shall not encumber or cloud CBJ's title to the Leased Premises or enter into any lease, easement, or other obligation of CBJ's title without the prior written consent of the CBJ; and any such act or omission, without the prior written consent of CBJ, shall be void against CBJ and may be considered a breach of this lease.
- (6) **Valid Existing Rights.** This lease is entered into and made subject to all existing rights, including easements, rights-of-way, reservations, or other interests in land in existence, on the date of execution of this lease.
- (7) **State Discrimination Laws.** Lessee agrees, in using and operating the Leased Premises, to comply with applicable sections of Alaska law prohibiting discrimination, particularly Title 18 of the Alaska Statutes, Chapter 80, Article 4 (Discriminatory Practices Prohibited). In the event of Lessee's failure to comply any of the above non-discrimination covenants, CBJ shall have the right to terminate the lease.
- (8) **Unsafe Use.** Lessee shall not do anything in or upon the Leased Premises, nor bring or keep anything therein, which will unreasonably increase or tend to increase the risk of fire or cause a safety hazard to persons or obstruct or interfere with the rights of any other tenant(s) or in any way injure or annoy them or which violates or causes violation of any applicable health, fire, environmental or other regulation by any level of government.
- (9) **Hold Harmless.** Lessee agrees to defend, indemnify, and save CBJ, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to the use and occupancy of the Leased Premises by Lessee. This agreement to defend, indemnify, and hold harmless is without limitation as to the amount of fees, costs, expense, or

damages resulting from settlement, judgment or verdict, and includes the award of any costs and attorneys fees even if in excess of Alaska Civil Rules 79 or 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this lease. The obligations of Lessee arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify Lessee in a timely manner of the need for indemnification, but such notice is not a condition precedent to Lessee's obligations and may be waived where the Lessee has actual notice.

(10) **Successors.** This lease shall be binding on the successors, administrators, executors, heirs, and assigns of Lessee and CBJ.

(11) **Choice of Law; Venue.** This lease shall be governed by the law of the State of Alaska. Venue shall be in the State of Alaska, First Judicial District at Juneau.



Port of Juneau

155 S. Seward Street • Juneau, AK 99801
(907) 586-0292 Phone • (907) 586-0295 Fax

MEMORANDUM

To: Docks and Harbors Board
From: Gary Gillette, Port Engineer
Date: July 22, 2016
Re: Statter Harbor Phase III

In January 2016 Docks and Harbors held a public meeting to receive comments on an updated Phase III plan for a charter fleet facility and other improvements. The change from previous plans was prompted by the move of the boat yard from Statter Harbor to the Auke Bay Loading Facility. This move freed up area for a revised charter fleet facility. Two concepts were developed that featured a “U” shaped float system, gangway, restroom/covered shelter, and uplands van/bus staging. The only difference between the two concepts was the staging area where Concept 1 featured “pull-through” loading lanes, whereas Concept 2 featured angled “pull-in/back-out” loading spaces.

After further public review, an idea was brought forth to extend the existing head walk to the proposed charter fleet facility from the existing moorage area. Upon consideration by staff and consultant it appears this idea offers some significant advantages for both the charter fleet and other users. Two concepts (3 and 4) were developed with this new head float configuration. The difference is that Concept 3 has two main floats and Concept 4 has one main float with moorage fingers on each side.

The updated concepts were presented at a public meeting on July 21, 2016. The attendees of that meeting prefer Concept 3 as being the most flexible to meet the needs of the charter fleet.

The attached drawings show Concepts 1, 3, and 4 for further consideration. D&H staff seeks direction from the Board as to which concept to move forward into design.



CONCEPT NO. 1 MOORAGE SUMMARY	
ITEM	QUANTITY LINEAL FEET (LF)
PUBLIC MOORAGE	
(11) 42' STALLS	462
SIDE TIE	234
COMMERCIAL CHARTER MOORAGE	
SIDE TIE	696
SMALL VESSEL MOORAGE	
SIDE TIE	0
TOTAL MOORAGE = 1,392 LF	

REVISIONS

REV.	DATE	DESCRIPTION	DWN.	CKD.	APP.



9360 Glacier Highway Ste 100
 Juneau, Alaska 99801
 Phone: 907-586-2093
 Fax: 907-586-2099
 www.pndengineers.com

DESIGN: BMI CHECKED: CRS SCALE: SCALE IN FEET
 DRAWN: PJD APPROVED: CRS 0 60 120 FT.

DATE: MARCH 2016

CITY & BOROUGH OF JUNEAU, ALASKA
STATTER HARBOR IMPROVEMENTS PH II
CBJ PROJECT - DH16-XXX

SHEET TITLE:
SITE PLAN CONCEPT NO.1
 PHO PROJECT NO.: 152059

1
 SHEET
 1 OF 3

AUKE BAY



CONCEPT NO. 3 MOORAGE SUMMARY	
ITEM	QUANTITY LINEAL FEET (LF)
PUBLIC MOORAGE	
(11) 42' STALLS	462
SIDE TIE	234
COMMERCIAL CHARTER MOORAGE	
SIDE TIE	640
SMALL VESSEL MOORAGE	
SIDE TIE	226
TOTAL MOORAGE = 1,562 LF	

PHASE III
CHARTER FLOAT AND UPLANDS

PHASE IV
ADDITIONAL MOORAGE FLOAT

PHASE I
MOORAGE FLOATS

PHASE II
BOAT LAUNCH AND PARKING

FUTURE PHASE
NEW GANGWAY AND WORK FLOATS



PRELIMINARY



REVISIONS					
REV.	DATE	DESCRIPTION	DWN.	CKD.	APP.



9360 Glacier Highway Ste. 100
Juneau, Alaska 99801
Phone: 907.586.2093
Fax: 907.586.2099
www.pndengineers.com

DESIGN: BMI CHECKED: CRS SCALE: SCALE IN FEET
DRAWN: PJD APPROVED: CRS 0 60 120 FT.

DATE: JUNE 2016

CITY & BOROUGH OF JUNEAU, ALASKA
STATTER HARBOR IMPROVEMENTS PH III
CBJ PROJECT - DH16-XXX

SHEET TITLE:
SITE PLAN CONCEPT NO.3

3
SHEET
3 OF 4

PND PROJECT NO.: 152069

AUKE BAY



CONCEPT NO. 4 MOORAGE SUMMARY

ITEM	QUANTITY	LINEAL FEET (LF)
PUBLIC MOORAGE		
(22) 42' STALLS	924	
COMMERCIAL CHARTER MOORAGE		
(14) 42' STALLS	588	
SMALL VESSEL MOORAGE		
SIDE TIE	232	
TOTAL MOORAGE = 1,744 LF		

PHASE III
CHARTER FLOAT AND UPLANDS

PHASE IV
ADDITIONAL MOORAGE FLOAT

PHASE I
MOORAGE FLOATS

PUBLIC MOORAGE FLOAT

-16' DREDGE BASIN

COMMERCIAL CHARTER FLOATS

232' SMALL VESSEL SIDE TIE MOORAGE

PHASE II
BOAT LAUNCH AND PARKING

EXPOSED BEDROCK

100' GANGWAY

RESTROOMS

9' x 18' PARKING STALLS

GRAND ENTRY STRUCTURE

(8) BUS PARKING STALLS

FUEL TRUCK PULL OUT

FUEL TANKS

FUEL RESPONSE EQUIPMENT

STORAGE AREA

DEHARTS

FUTURE PHASE
NEW GANGWAY AND WORK FLOATS

KAYAK RAMP

RETAINING WALL

COVERED WAITING AREA

SEAWALL

KAYAK LOADING ZONE

BUS TURN LANE

FUTURE STORAGE BUILDING

24' DRIVE ISLE

GLACIER HWY

MENDENHALL LOOP ROAD

PRELIMINARY



REVISIONS

REV.	DATE	DESCRIPTION	DWN.	CKD.	APP.



9360 Glacier Highway Ste. 100
Juneau, Alaska 99801
Phone: 907-586-2093
Fax: 907-586-2099
www.pndengineers.com

DESIGN: BMI CHECKED: CRS SCALE: SCALE IN FEET
DRAWN: FJD APPROVED: CRS 0 60 120 FT.

DATE: JUNE 2016

CITY & BOROUGH OF JUNEAU, ALASKA
STATTER HARBOR IMPROVEMENTS PH III
CBJ PROJECT - DH16-XXX

SHEET TITLE:
SITE PLAN CONCEPT NO.4

4
SHEET
4 OF 4

PND PROJECT NO.: 152069



Comment Sheet

Statter Harbor Improvements

The proposed facility would provide additional public moorage and additional moorage specifically for the whale watching and fishing charter industry. In addition, a bus/coach staging area, covered shelters and restrooms are being planned. The commercial charter float and staging area improvements are expected to be funded primarily with head tax which is paid for through the cruise ship industry. The added benefit of the project will be the reduction of congestion within the harbor and greater segregation of the vehicular traffic into the facility. **We encourage you to contact us today.**

Please provide your comments on this sheet or send a separate letter, email or fax.

We are requesting your comments by ~~August 1~~ ^{JULY 25}, 2016. Thank you!

Comments:

I LIKE THE IDEA OF COMMERCIAL OPERATORS TO POLICE AND MANAGE A COMMERCIAL LOCK OF PLAN 1

I LIKE THE IDEA OF BEING SEPARATED SO THERE IS NO POSSIBLE CONFUSION OF PUBLIC VS COMMERCIAL SPACE.

Name
Address
Phone
Email

LEE DAVIS JR
P.O. BOX 210464 ANCHORAGE AK 99527
619 246 7585
LEE FROM PULMONO@gmail.com

Visit the Docks & Harbors website for more information and updates:

www.juneau.org/harbors

Fax this sheet to: 907.586.2099

Or email to baustin@pndengineers.com

Or fold and mail to the address on back



Comment Sheet

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We are requesting your comments by ^{JULY 25} ~~August 1~~, 2016. Thank you!

Comments:

Plan 3^① would be the most advantageous and choice (Plan 1^②)

Name

Robert Fawcett

Address

1006 Craig Street, Juneau AK

Phone

Email

noimitsailing@yahoo.com

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Comments:

~~Please~~ Concept 3 appears to best suit CURRENT & FUTURE needs. The congestion due to commercial activity is HORRENDOUS - will only worsen over the yrs. Concept 3 ~~the~~ seems to provide the most added space for docking & overnight mooring. It appears to offer quite a bit of space for commercial operations to manage their own overnight mooring, thereby freeing up quite a bit of space for Public use - hence contributing to a mutual ~~part~~ partnership b/w ^{responsible} public & commercial use.

Name Sen Lew
Address Juneau
Phone _____
Email euphoria42313@yahoo.com

Visit the Docks & Harbors website for more information and updates:

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We are requesting your comments by ^{JULY 25} ~~August 1~~, 2016. Thank you!

Comments:

I recommend that commercial operators be able to manage the parking of their company boats.

Also, the connectivity of the commercial docks with the rest of the docks will be helpful.

I prefer option 3.

Name

Fred Hillner

Address

P.O. Box 21994

Phone

907-583-06

Email

shillner@me.com

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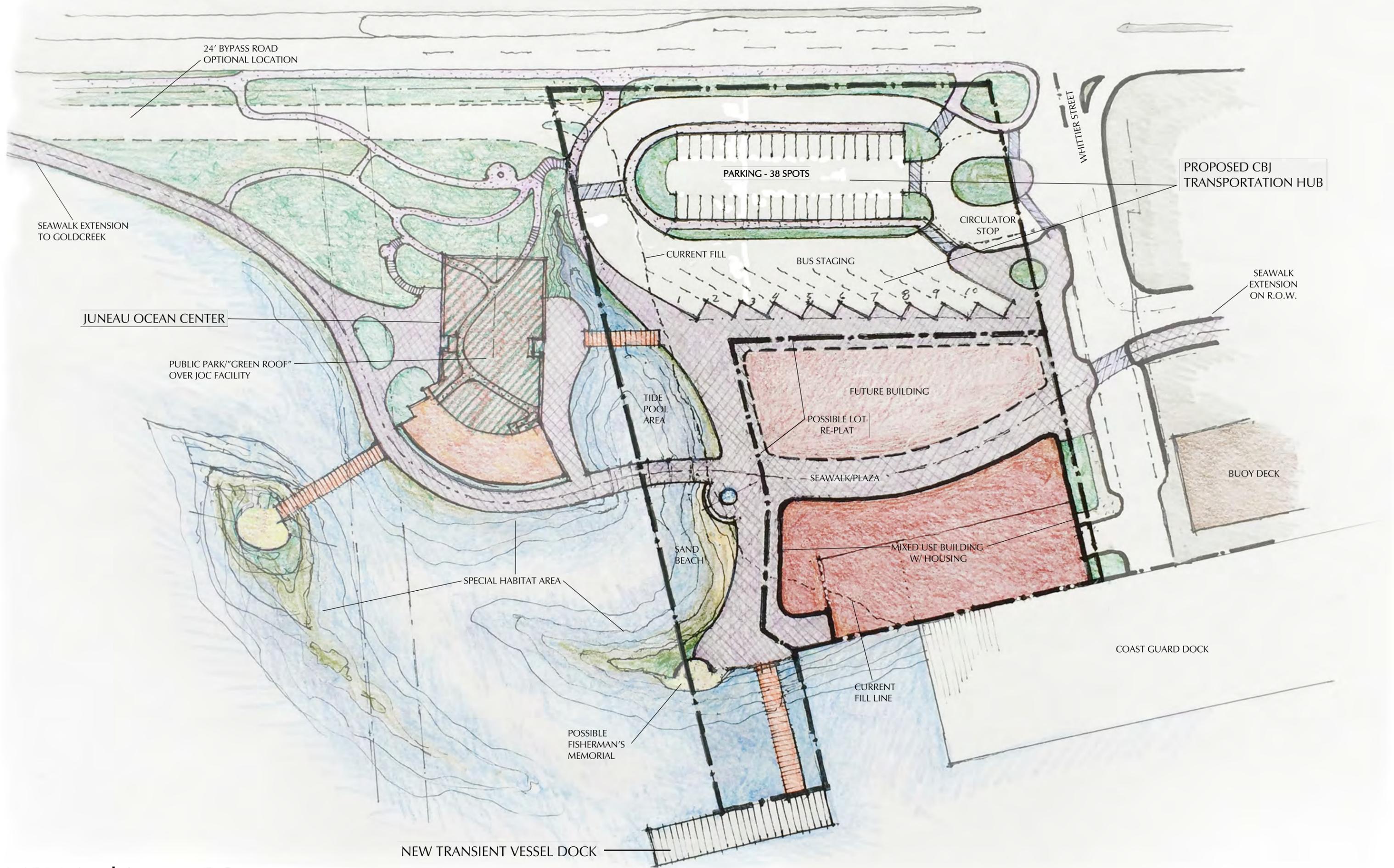
Comments:

Being able to manage charter/commercial parking would be a huge advantage. Plan three has advantage of more parking.

Name Jim Scheff
Address Box 210281, Auke Bay, Ak. 99821
Phone 907-978-4212
Email _____

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24' BYPASS ROAD
OPTIONAL LOCATION

SEAWALK EXTENSION
TO GOLDCREEK

JUNEAU OCEAN CENTER

PUBLIC PARK/"GREEN ROOF"
OVER JOC FACILITY

PARKING - 38 SPOTS

PROPOSED CBJ
TRANSPORTATION HUB

CIRCULATOR
STOP

CURRENT FILL

BUS STAGING

SEAWALK
EXTENSION
ON R.O.W.

TIDE
POOL
AREA

FUTURE BUILDING

POSSIBLE LOT
RE-PLAT

BUOY DECK

SEAWALK/PLAZA

MIXED USE BUILDING
W/ HOUSING

SAND
BEACH

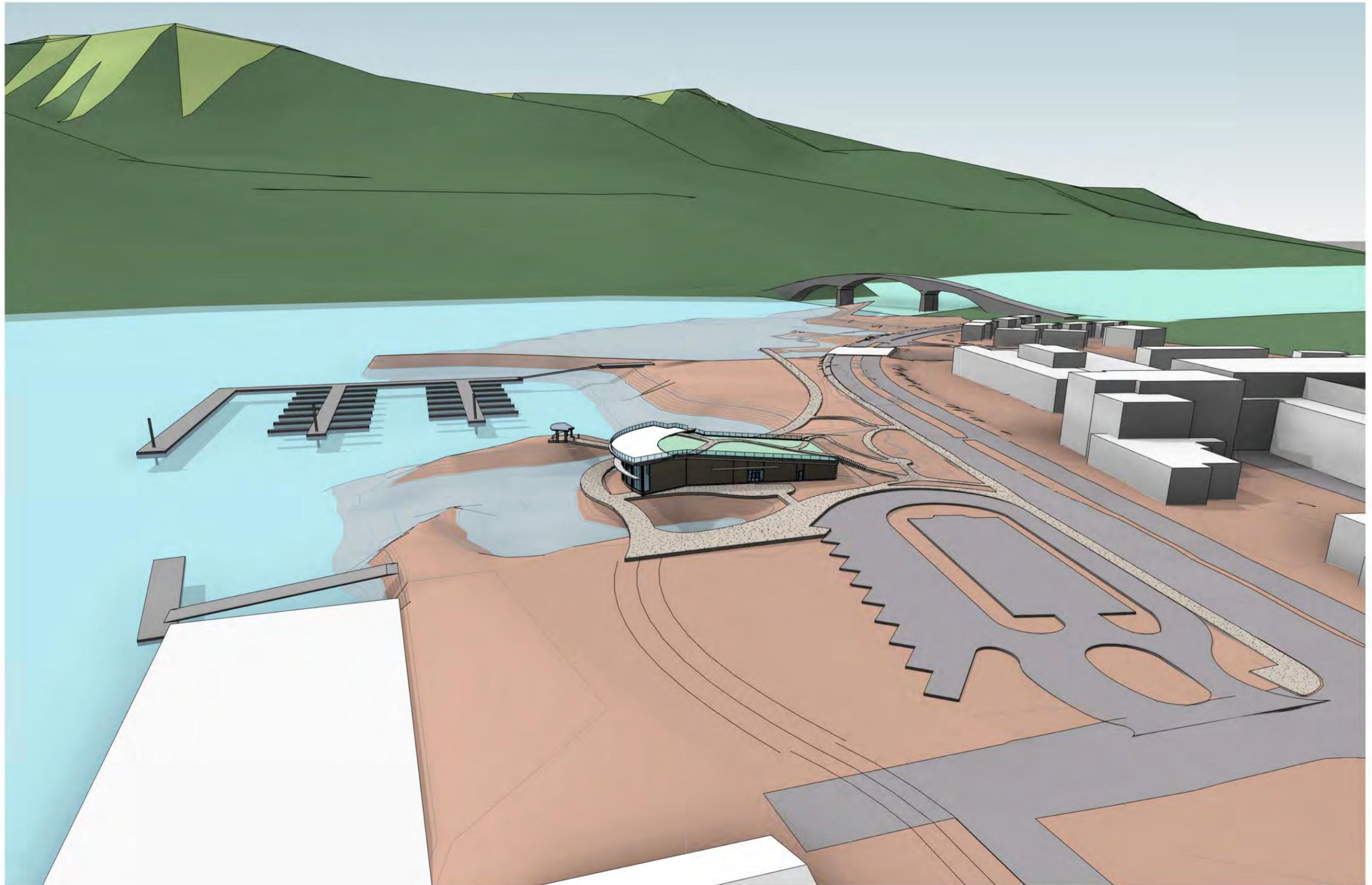
SPECIAL HABITAT AREA

COAST GUARD DOCK

POSSIBLE
FISHERMAN'S
MEMORIAL

CURRENT
FILL LINE

NEW TRANSIENT VESSEL DOCK



VIEW WEST, FUTURE MARINA

JUNEAU CRUISE SHIP PASSENGER HUB

DRAFT Juneau Community Energy Plan – Executive Summary

Setting the scene and priority actions for the CBJ



City and Borough of Juneau
Juneau Commission on Sustainability
www.juneau.org/sustainability

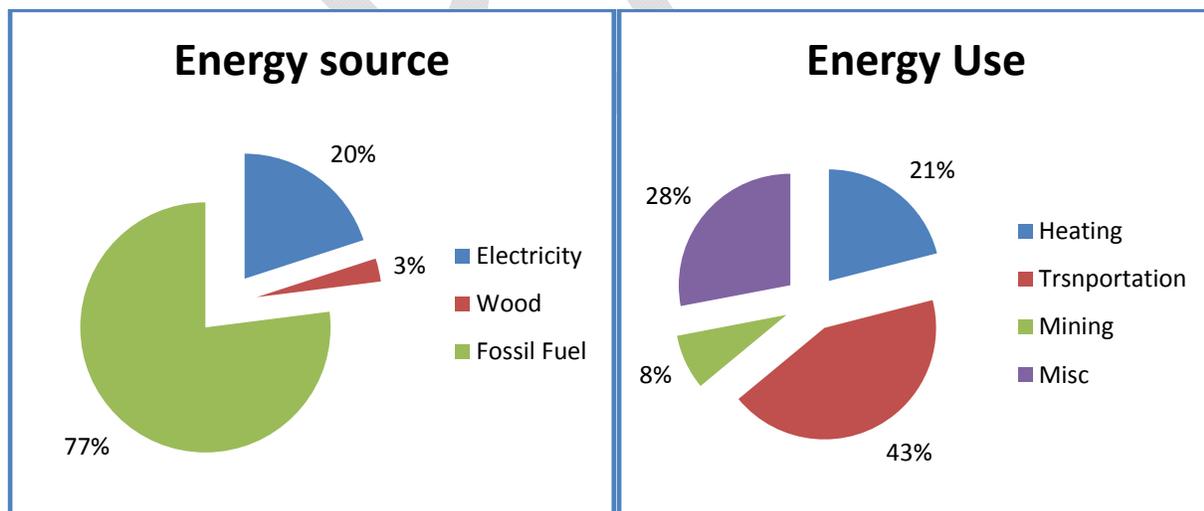
EXECUTIVE SUMMARY

The purpose of the Juneau Community Energy Plan (JCEP) is to define goals for Juneau's energy future, focusing on more efficient use of existing capacity and new energy supplies, and to develop strategies and policies for achieving these goals. This report is the first step in that process, providing the information and framework needed to take the next steps.

This plan addresses four key questions relating to Juneau energy:

1. "Where are we now?"
2. "Where are we going?"
3. "Where do we want to go over the next 20-35 years?"
4. "How can we get there?"

Juneau currently derives almost 100% of its electricity from hydropower, which provides economical renewable energy while limiting greenhouse gas (GHG) emissions. This hydroelectricity provides about 20% of the total energy used in Juneau. Another 3% comes from wood, another renewable source, used for heating. The remaining 77% comes from fossil fuels, which are the primary energy source for heating buildings (about 21%), for transportation (about 43%) and mining (about 8%). Fossil fuels are typically expensive in Juneau, take money out of the local economy, and create vulnerability to future price increases, particularly if carbon taxes are eventually implemented. Additionally fossil fuels are a major contributor to GHG emissions.



This report identifies three alternative future paths for energy use in Juneau which can be characterized as Do Little - Business-as-usual (BAU), Do Something - 25% by 2035 (some reductions in energy use and an increased share of renewables), and Do a Lot - 80% by 2045

(through deeper reductions in energy use and replacing most fossil fuels with renewable energy).

The "Business-as-usual" (BAU) path is derived from historical trends. Total energy use in Juneau is projected to rise at about the same rate as population growth, which has historically averaged about 1% per year. Gradual growth in energy use is tied to population change, driven primarily by cost considerations and the choices of private utility and fuel providers. However Juneau's small population, punctuated economic development, particularly by local mines, and shifts in energy technology make it unlikely that the future path of energy demand will be as smooth as the BAU projects.

The "Towards JCAP" path is derived from Resolution 2593, in which the CBJ Assembly in 2011 adopted a goal of reducing GHG emissions 25% over 20 years. The 2010 Juneau Climate Action and Implementation Plan (JCAP) identified a broad menu of actions for accomplishing this goal of reducing greenhouse gas emissions and use of fossil fuels. One of the actions recommended by the JCAP is the development of an energy plan to support renewable energy development and reduce Juneau's energy vulnerability. One value of the JCAP is that it identifies a wide array of approaches and actions that could reduce GHG emissions while saving money and reducing dependence on fossil fuels. As this Plan was written it was recognized that the JCAP provides a comprehensive list of many of the actions normally recommended in Community Energy plans and that this Energy Plan served as a useful addition in reviewing and understanding Juneau's energy picture. It was also recognized that the target of JCAP is likely to be missed because the recommended actions are not being implemented quickly enough. A key output of the Energy Plan is an identification of a subset of the JCAP actions that will deliver reductions in community energy use most effectively and produce some quick wins in working towards energy reductions that would also assist in meeting the JCAP reduction target. These actions led to eight broad strategy areas important next steps to deliver on these strategies identified. The strategies and next steps are shown in the table at the in this executive summary.

The "Beyond JCAP" path resulted from discussions with the Juneau Commission on Sustainability (JCOS), which served as the steering committee for the Juneau Community Energy Plan (JCEP) in 2015 and 2016. The intention was to describe steps relating to energy use and production that would need to be taken to deliver an 80% reduction in GHG by 2045. This ambitious target was in recognition that the December 2015 Paris climate agreement made it clear that significant action is needed as soon as possible to avoid the worst impacts of climate change, and that fossil fuels must be replaced with renewable energy sources over the next 50 years. This goal provides an opportunity for Juneau to consider what role it wants to play in this global issue.

The JCEP recognizes that there is no silver bullet, or straightforward path or plan, for accomplishing these ambitious goals, and no single entity or organization that could implement it if there were. Instead, a wide variety of actors are involved in making energy choices, including individual home and vehicle owners, businesses, energy suppliers such as AEL&P and

fuel companies, and government agencies. The JCEP emphasizes the role of the CBJ, both because it can take actions that save public money while reducing fossil fuel use, and because it represents community values and interests. But goals to shift energy use toward renewables can only be achieved through cooperation and collaboration between a range of private and public entities. Fortunately Juneau has many individuals and groups experimenting with, and tackling these issues. The JEDC Renewables Cluster, with its work on incentives for electric vehicles, and developing concepts for a Juneau District Heating are good examples. Other examples include installations of heat pumps in major buildings and residences.

This plan identifies three broad approaches for accomplishing these goals for Juneau's Energy Future:

- 1) Increase energy efficiency, and reduce energy use, to save money and make the most of existing sources.
- 2) Increase the use of renewable energy, to replace fossil fuels.
- 3) Increase the supply of renewable energy.

Energy efficiency is generally the most cost-effective way to reduce energy demand and GHG emissions. Among the priority strategies identified in this report are supporting energy efficiency measures for all buildings in Juneau, adopting best practices for the CBJ organization, and enhancing land use regulations that support compact, mixed use development.

Increasing the use of renewable energy can be accomplished by substituting hydroelectricity or other renewable sources for fossil fuels. Priority strategies include developing a downtown heating district using heat pumps, reducing dependence of the transportation system on fossil fuels, reducing space heating dependency on fossil fuels, and supporting electrification of mining operations. However, Juneau's current hydro capacity is limited, particularly in low water years. Hydro power is also out of seasonal phase with heating demands — less water is available in the winter.

Expansion of hydropower resources is the most obvious opportunity for increasing the supply of renewable energy in Juneau. Rain is one of our major resources. Other possibilities include development of biomass, tidal, wind, and solar resources, although these appear to be considerably more expensive than hydropower or fossil fuels. AEL&P has identified several projects that could add hydropower in the future, but it has no current plans to develop them. Sealaska has been working to develop a biomass supply, and uses pellets to heat their buildings in Juneau. Juneau Hydropower is planning to develop the Sweetheart Creek Hydroelectric Facility. AVISTA Utilities, a Spokane Washington based utility is exploring a non-renewable alternative, bringing in natural gas to Juneau.

Executive Summary

This report recommends that the Assembly take the following actions to move forward in further developing the Juneau Community Energy Plan and delivering on the identified priority strategies:

- Adopt a goal for reducing fossil fuel use including percentages desired and time frames. This should take into account the 2010 Juneau Climate Action Plan Greenhouse Gas reduction target and the scenarios presented in this Energy Plan.
- Adopt and implement the relevant JCAP actions associated with the Energy Plan priority strategies. Require periodic review on their delivery.
- Direct the CBJ to more formally monitor its internal energy use and to explicitly incorporate energy into operational decisions.
- Direct the CBJ to monitor community energy use as a whole, by updating the Energy and GHG Emissions Inventory.
- Hire a CBJ Energy Manager to assist in accomplishing these actions.

#	Strategy	Responsibility	Timeframe to implement	Next Steps/Issues to be addressed
1	Support energy efficiency measures for all buildings	CBJ (CDD & Engineering), State	2 years	<ul style="list-style-type: none"> • Update building code for new construction • Explore policy options for retrofitting existing buildings • Convene working group to review commercial building Code • Develop case studies to demonstrate success stories • Explore funding of incentives using Federal and State resources • Leverage weatherization program to increase the number of retrofits in residential sector
2	Increase use of electricity by cruise ships	CBJ Docks and Harbors Local Electric Utilities, Cruise industry	1 year	<ul style="list-style-type: none"> • New dock has conduit, but no cabling connection infrastructure included • Clarify ownership and operation of electric infrastructure • Cost recovery opportunity through increased head tax to visitors • Concerns about current capacity of existing hydropower to service additional vessels in a cost effective way • Develop preliminary design and assess ownership and operational model.
3	Adopt energy efficiency best practices for the CBJ organization	CBJ	1 year	<ul style="list-style-type: none"> • Internally review and implement existing audits • Incorporate energy usage and efficiency at all levels of CBJ operations and decision making • Develop comprehensive energy accounting system to allow a complete picture of energy use. This should have the ability to calculate GHG emissions and be consistent with JCAP methodology. • Review procurement policies for equipment and assets to support energy efficiency • Conduct or review energy audits on all CBJ facilities • Implement recommendations with a 10 year or less payback • Apply for funding through the Energy Efficiency Revolving Loan Fund and pay the loan back through energy savings

#	Strategy	Responsibility	Timeframe to implement	Next Steps/Issues to be addressed
4	Explore and implement district heating for downtown core, and other suitable areas, preferably using renewable energy	JEDC, Private and public entities	5 years	<ul style="list-style-type: none"> • Develop a business model is for a DH system. Identify economic advantages and disadvantages • Explore potential locations including Willoughby and state/federal buildings • Identify heat load and market size to determine economies of scale required to make a DH viable. • Assess the feasibility of using renewable energy resources • Develop a preliminary rate design for the system • Business model should include assessment of loads, service territory, distribution pipe network, analysis of energy options and plant setting, and analysis of ownership and operating models
5	Reduce dependence of transportation system on fossil fuels	CBJ, JEDC, Local Electric Utilities	10 years	<ul style="list-style-type: none"> • Explore active transportation and opportunities to support electric vehicles • Consider parking policies to support electric vehicles • Assess centralized fleets for CBJ including appropriate vehicle choice (including electric vehicles)
6	Reduce space heating dependency on fossil fuels	CBJ, Local Electric Utilities, Local Property Owners	5 years	<ul style="list-style-type: none"> • Assess technical and financial issues of electrification of space heat for residential market • Conduct a biomass study in CBJ • Assess building code options to support alternatives to fossil fuel space heat • Study impact of increased electrification on electricity system • Study the potential for the use (expansion) of air source heat pumps and/or biomass for CBJ and other government owned buildings.
7	Enhance land use regulations supporting energy efficient, compact, mixed use developments	CBJ	Ongoing	<ul style="list-style-type: none"> • The Comprehensive Plan has many recommended actions • Continue to implement recommended actions • Develop metrics to monitor progress and do so

#	Strategy	Responsibility	Timeframe to implement	Next Steps/Issues to be addressed
8	Support electrification of mining operations using renewable energy	Local Electric Utilities, Local Mine Operations	5 years	<ul style="list-style-type: none"> Work with mining industry, local utility and power producers to assess the cost, feasibility, development of transmission and generation required to achieve uninterrupted mine electrification

DRAFT

PORT ENGINEER'S PROJECT STATUS REPORT

Gary Gillette, Port Engineer

Project	Status	Schedule	Contractor	Notes
Boat Yard at ABLF				
Shop and Office Buildings	In Progress		MRV	Reviewing final drawings
Fabric Structure	In Progress		Clear-Span	
Auke Bay Loading Facility - Phase II				
TIGER Grant Close-Out	On-Going			Awaiting final paperwork for grant close-out
Douglas Harbor Reconstruction				
Phase III -Material Procurement	In Progress	3/12/16 - 10/12/16	Trucano	
Phase III - Construction	Hold		Trucano	Will begin on-site construction in Sept 2016
Statter Harbor Launch Ramp				
Construction	In Progress		Miller	Past completion date
Statter Tidelands Survey	In Progress		R&M	
Port of Juneau Cruise Berths				
1% for Art	In Progress		Garten	
Prefabrication and Procurement	In Progress		Manson	
Submittal Review and Fabrication Inspection	In Progress		PND	
North Berth - On-Site Construction	Hold	9/16-5/17	Manson	
North Berth - On-Site Inspection	Hold	9/16-5/17	PND	
Vibration Monitoring Services	Hold		AS&E	Evaluating next season needs
DNR Tidelands Survey	Hold			Awaiting survey instructions from DNR
Cathodic Protection Replacement				
Construction	In Progress		Ballard Marine	
Aurora Harbor Re-Build - Phase I				
Project Close-Out	In Progress		NCS	Awaiting final paperwork
Aurora Harbor Re-Build - Phase II				
Preliminary Planning & Design	In Progress		Staff	Awaiting grant appropriation
SeaWalk and Whale Park				
Phase II	In Progress		NPE	Engineering Dept Project
Phase III				Engineering is preparing for bid
Alaska Marine Services Center				
	Hold			Address in Master Plan
Statter Master Plan Phase III				
Plan Approval	In Progress		Board	
Conditional Use Permit	In Progress		Staff	Preparing Application Document
Flood Elevation Exception	In Progress		Staff	Preparing Application Document

PORT ENGINEER'S PROJECT STATUS REPORT

Gary Gillette, Port Engineer

Army Corps of Engineers Permit	In Progress		PND	
Surveying, GeoTech, Sampling	In Progress		PND	
Weather Monitoring System	Hold		MXAK	Awaiting Funding Approval - Passenger Fees
Periodic Maintenance (Lucity Program)	In Progress		Staff	Working with MIS for program entry
Archipelago Property Improvements	Planning		Staff	Awaiting Board Direction
Archipelago Property Procurement	Planning		Staff	Awaiting funding
Amalga Harbor Fish Cleaning Station	Hold		Staff	Re-visit in Jan 2017
Cruise Berth Shore Tie Power Study	In Progress		PND	Finalizing Draft Report
Aurora Harbor - Dredging on A Float	Hold			Awaiting funding
Aurora Harbor - Annodes on Piling	Hold			Awaiting funding
Marine Park Sheet Wall Coating	Hold		Tinnea	FY18 Passenger Fees?
TIGER 8 Grant App. - Fisheries Terminal	Hold		Staff	Awaiting award decisions
Taku Harbor Pile Jacking	Hold		Staff	Developing a plan to repair
Auke Bay Marine Station Acquisition	In Progress		Staff	Preparing for procurement process
Safety Ladder Installation	In Progress		Staff	
Statter Breakwater Safety Improvements	In Progress		PND	
Port Security Cameras	Hold			Awaiting grant appropriation