

**CBJ DOCKS AND HARBORS BOARD**  
**REGULAR MEETING AGENDA**  
**For Thursday, August 18<sup>th</sup>, 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. Approval of Agenda**
- MOTION: TO APPROVE THE AGENDA AS PRESENTED.**
- IV. Approval of July 28<sup>th</sup>, 2016 Regular Board Meeting Minutes**
- V. Public Participation on Non-Agenda Items** (not to exceed five minutes per person, or twenty minutes total time).
- VI. Consent Agenda - None**
- VII. Unfinished Business**

- 1. Auke Bay Marine Station  
Presentation by the Port Director

Board Questions

Public Comment

Board Discussion/Action

**MOTION: TO APPROVE THE PORT CONVEYANCE APPLICATION SUBMISSION AND ASSEMBLY RESOLUTION FOR ACQUISITION OF THE AUKE BAY MARINE STATION.**

- 2. Central Council of the Tlingit and Haida Indian Tribes of Alaska Lease  
Presentation by the Port Director

Board Questions

Public Comment

Board Discussion/Action

**MOTION: TO APPROVE THE LEASE LANGUAGE WITH CENTRAL COUNCIL OF THE TLINGIT AND HAIDA INDIAN TRIBES OF ALASKA FOR A TLINGIT & HAIDA IMMERSION PARK AT 4400 THANE ROAD.**

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3. Draft Juneau Community Energy Plan  
Presentation by Port Director

Board Questions

Public Comment

Board Discussion/Action

**MOTION: TO BE DETERMINED AT THE MEETING.**

**VIII. New Business - None**

**IX. Items for Information/Discussion**

1. Aurora Harbor Phase II - Update  
Presentation by the Port Engineer

Board Discussion/Public Comment

2. Harbor Vessels Enforcement Update  
Presentation by the Harbormaster

Board Discussion/Public Comment

3. Boy Scout Eagle Project  
Presentation by Life Scout Zander Kotlarov

Board Discussion/Public Comment

**X. Committee and Member Reports**

1. ~~Operations/Planning Committee Meeting - Wednesday, August 17<sup>th</sup>, 2016 - CANCELLED~~
2. ~~Finance Committee Meeting - Thursday, August 18<sup>th</sup>, 2016 - CANCELLED~~
3. Member Reports

**XI. Port Engineer's Report**

**XII. Harbormaster's Report**

**XIII. Port Director's Report**

**XIV. Assembly Liaison Report**

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**XV. Board Administrative Matters**

- a. Ops/Planning Committee Meeting – Wednesday, September 21<sup>st</sup>, 2016 at 5:00pm
- b. Finance Committee Meeting – Thursday, September 22<sup>nd</sup>, 2016 at 5:00pm
- c. Board Meeting – Thursday, September 29<sup>th</sup>, 2016 at 5:00pm

**XVI. Adjournment**

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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: Weston Eiler, David Lowell, Robert Mosher, Bob Janes, David Seng, Budd Simpson, David Summers, and Tom Donek.

Absent: John Bush

Also present were the following: Carl Uchytel - Port Director, David Borg- Harbormaster, and Gary Gillette - Port Engineer

III. Board Administrative Matters

a. Elections of Docks & Harbors Board Chair and Vice Chair

Mr. Simpson nominated Mr. Donek for Chair and asked for unanimous consent. - No objections

Mr. Janes nominated Mr. Simpson for Vice-Chair and asked for unanimous consent - No objections

b. Assignment of Docks & Harbors Board Standing Committees

Mr. Donek said this year he wanted to do something a little different. For the last couple years everything on the Finance Agenda was already on the OPS/Planning Agenda and not having much to do with Finance. Finance should be dealing with Budgets, bonding for 16B, and financial matters. He would like to propose to have an OPS/Planning meeting and delay the Finance meeting until something is truly financial related. He recommended on a quarterly basis.

He asked the Board members if they all wanted to stay on the same committees they were on last year?

Mr. Lowell requests to move to OPS/Planning.

Mr. Donek said if no members wanted to leave OPS/Planning to go to Finance that is okay. Looking at the bylaws a member can be on two Committees if they wanted to. Traditionally the Board members have been split evenly to be on the two Committees but there is no reason for that. Mr. Donek said with moving Mr. Lowell to OPS/Planning, it leaves Weston Eiler, David Seng, Robert Moser, and Tom Donek on the Finance Committee. OPS/Planning will have Budd Simpson, Bob Janes, John Bush, David Summers, David Lowell, and Tom Donek. Weston Eiler will be the Finance Committee Chair and Mr. Simpson will be the OPS/Planning Committee Chair. Mr. Donek appointed Mr. Eiler to the Assembly Lands Committee Liaison position, and Mr. Janes stayed on the Auke Bay Steering Committee Liaison, and the Port Director's Evaluation Committee will remain the same with Mr. Donek, Mr. Janes and Mr. Simpson. The Port Director's evaluation will be completed in September.

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c. Assignment of Docks & Harbors Board Comprehensive Fee Review Committees

Mr. Donek asked if anyone wanted to change Committees that they currently serve on? All the members stayed the same and Mr. Seng was appointed to the Docks Fee Review.

Docks Fee Review

John Bush - Chair  
David Summers  
Weston Eiler  
David Seng  
Tom Donek

Harbors Fee Review

Budd Simpson - Chair  
Bob Janes  
David Lowell  
Robert Mosher  
Tom Donek

IV. Approval of Agenda.

Mr. Uchytel requested to add #3 Norway Point to Bridge Park Master Plan Update under Items for Information/Discussion.

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

**Motion passed with no objection**

V. Approval of June 30th, 2016 Regular Board Meeting Minutes.

Hearing no objection, the June 30th, 2016 Regular Board Meeting Minutes were approved as presented.

VI. Public Participation on Non-Agenda Items - None

VII. 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. FEMA Port Security Grant

**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

**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

**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.**

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

Motion passed with no objection.

VIII. Unfinished Business

1. Statter Harbor Master Plan - Update

Mr. Gillette said a public meeting was held on July 21<sup>st</sup>. He wanted to bring this to the Board to get a direction to move forward with Docks & Harbors' consultant. To date we have completed Phase I and Phase II. He said staff took the previous master plan and updated it with four different concepts and now we are down to three. The overall purpose of this project is for overall safety and efficiency at Statter Harbor. We built new moorage which was completed in 2013, and expanded the boat launch parking capacity which is under construction currently and to be completed soon. Now we are on to Phase III, which is for commercial and charter operators. He showed a power point presentation and talked about the area and the different concepts. Phase III will provide a dedicated space for commercial and charter operations. The boat yard has been moved to Auke Bay Loading Facility which opened up options for that space that we are addressing. This phase will provide a separation between the different users and improve access from Glacier Highway. This entire project will enhance the quality of Statter Harbor for all users. It has been designed with the large coach vehicle in mind but staff has recently been told the large bus companies don't intend to use the large coaches at Statter Harbor. However, the Industry changes so much, we wanted to keep some bus parking for the future. The key features for this project is a dedicated place for commercial coaches and vans that drop off for the whale watching and fishing charters, a U-shaped float system to accommodate the tour vessels, a ramp up to a building that would have a gateway entry with one side having restrooms and the other side would be an open air shelter that could be used for picnics or an area to gather people before going out on a whale watch or fishing charter. For the Charter Fleet this plan offers a few more feet of lineal space for a greater capacity. In Phase IV there is room to put in another float with fingers that could serve as permanent moorage. One side could be transitional moorage, side ties, or loading and staging areas. From the public meetings, concept #3 was the preferred option and the one staff is asking to move forward with. The cost for the public moorage element is approximately \$2M, the dredging for the charter float area and uplands is approximately \$10M. This concept is a little more, but it does provide more flexible space and better usability. Depending on what funding mechanisms are available, this may be concept 3A and 3B. If this is approved by the Board, staff will move forward with pursuing design and permitting work for the design scenarios. Mr. Gillette said the project would be bid in 2017 and completed in May 2018.

Board Questions

Mr. Eiler asked about the difference in the number of stalls from concept #3 where there are 11/42' stalls and in the other two concepts there are 22/40' stalls? What process or thinking went into that with the planning?

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Mr. Gillette said concept #4 had the double loaded fingers which would double the amount of permanent moorage. With this concept it tightens the space for maneuverability between floats. Staff is investigating expanding the dredge basin landward to bring that back into the concept. The caveat to that is we are starting to see some bedrock closer to shore and that would get very expensive to try to dredge, also as we move landward we will also lose parking space.

Mr. Eiler asked about the cost differentials between the different concepts?

Mr. Gillette said that is still being investigated.

Mr. Janes asked if concept #3 leaves the northeast side of the dock without fingers?

Mr. Gillette said yes.

Mr. Janes asked if Allen Marine, who currently uses Statter Harbor for local events, would still be able to use the end of the float or would they be using the new float?

Mr. Gillette said if concept #3 was constructed, they could use the new area, but they could also use the end that they currently use. There is more flexibility when not putting fingers on both sides.

Mr. Janes asked Mr. Hagevig with Holland America Princess (HAP) to talk about the bus staging area design that Mr. Gillette talked about.

Public Comment

Paul Swanson, Juneau, AK

Mr. Swanson said it is important to have water and power on the new float and also an additional location or better location for the pump out for the commercial vessels.

Bill Hagevig, Douglas, AK

Mr. Janes asked Mr. Hagevig as the manager of HAP if he feels the bus configuration in concept #3 is adequate?

Mr. Hagevig said he thinks there will be enough space and liked the pull in parking versus the angle parking. This will make it a quicker transition.

Mr. Eiler asked Mr. Hagevig to speak to what Mr. Gillette eluded to changes or trends in the Industry.

Mr. Hagevig said from his company's perspective, they are only at Statter Harbor once or twice a day and only four days a week throughout the entire season. It's hard to speculate, but at this time there is not a lot of activity for his fleet.

Mr. Eiler confirmed that it was not a big trend either way in the fleet shrinking.

Mr. Hagevig said business has been fairly consistent, but this year his company has been at Statter Harbor 50% less than last summer. That could change.

Dennis Watson, Juneau, AK

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Mr. Watson said he would like to see utilities on the new docks. One of the problems with the charter boats currently is when they are at the fuel dock, they take on water and clean their boat and unintentionally tie up the fuel dock. He said the pump out station would be used more if it was more efficiently located. He said in the evenings, he sees a lot of commercial fishing vessels coming in and unloading freight and bringing groceries back to their boat. He noticed in this concept that there is going to be tight quarters to maneuver. He recommended to look at that closer because he has heard complaints about that. Mr. Watson said he never did understand why Allen Marine uses the public launch at Statter Harbor because they have their own dock with plenty of parking and he thinks Statter Harbor is a convenience to them but moving forward if push comes to shove this should be farther down the list of things to look at.

Mr. Uchytel said there has been discussion about another fueling station. Not sure if it is desired. Petro Marine would not be able to extend their lease to this location so we would need to go out with another RFP process. This new fueling station may just be for charter operators and maybe a self-serve situation.

Mr. Uchytel said regarding parking at Allen Marine that Mr. Watson commented on earlier, Allen Marine's position is that it is not sufficient parking for 100 locals to drive to the Allen Marine Dock and park. They run the tours through Statter Harbor because they don't want the Juneau public parking at their float. The reason we are pursuing this now is that staff believes this is a legitimate use of head tax to fund the commercial for hire floats. Staff is putting together a factual basis report that is being reviewed by CBJ Law. The report will help make the argument that the congestion impact to Statter Harbor is due to the charter operations and the use of head tax is appropriate in this case. There is no funding available currently for the additional float in Phase IV.

Mr. Janes asked if there was no money just for the additional float or the entire project.

Mr. Uchytel said concept #3 would be funded with the go ahead from CBJ Law for the use of head tax. The public expansion additional float in Phase IV will not be funded from the head tax money and currently there is no funding for this phase. Phase IV will be a future bonus when staff figures out funding. The monies left over from Statter Harbor Phases I & II will be funding the survey, the soil borings, and the geotechnical analysis for the dredging in Phase III.

Board Discussion/Action

**MOTION By MR. JANES: TO ADOPT CONCEPT #3 AS THE PREFERRED OPTION FOR STATTER HARBOR PHASE III AND ASK UNANIMOUS CONSENT.**

Motion passed with no objection

**IX. New Business**

**1. Juneau Cruise Ship Passenger Transportation Hub**

Mr. Janes said he will recuse himself from this item. He and Mr. Voelkers will be representing this item.

Paul Voelkers, MRV Architect

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Mr. Voelkers said earlier in the year, he came and presented to the Board on planning for a proposed Juneau Ocean Center. At that time, the Board was interested and passed a general resolution of encouragement to continue working with CBJ and other parties to try and advance that forward. Tonight we are on a little different tact. Both Mr. Janes and I will go over some planning and operational points that are focused on the Subport piece of the property. This piece of property has been difficult for a number of different planning projects over years to try to figure out how to work it. That is the reason the Seawalk project planners decided to go around bridge park first and work back toward this area. He went over a memo in the packet on Juneau Cruise Ship passenger hub and Seawalk extension. This memo identified seven or eight bullet points he thinks are very relevant to this piece of property in question. He showed an overview aerial perspective which ties in the end of the Seawalk currently under construction which will come to this property and will stop. He said Mr. Janes and he have some ideas and think it would be in CBJ's interest to purchase this piece of property. They see a converging of several interests on this site. He showed a drawing on the Subport site and off to the side is the Juneau Ocean's Center which is relatively similar to how it was presented months ago. This will be a non-profit organization with a Board that is set up with an educational purpose and promoting ocean ecology. The lot next to the Juneau Ocean's Center location is what we are calling the Juneau Cruise Ship staging hub which will provide bus staging for 10 of the full 45' buses. There has been discussion to have less of the big buses and more of the mid-size buses. It would also provide parking for 38 to 40 surface parking which would support vendors, CBJ management, and access to the park. Another key element would be the potential for transient vessel moorage at the front corner of this Subport site. This would be in the location where Fish & Game has a little remnant dock. When 16B is completed, the corner at Marine Park may not be adequate to Juneau's needs anymore. This project may also add to the planning for an expanded electric water taxi option and break down and diversify how people get on and off the cruise ships in town. Acquiring this property will allow the seawalk to go across this property. Another potential would be for the circulator to stop at this location giving a link to the Tram down to the Franklin Dock. This brings a lot of focus together at this site. The final factor on this site is this property was appraised about a year ago and it came back at \$2.75M. When all this is put together, this could be in CBJ's strategic interest to acquire this property. There was a thought to have CBJ use 2/3 of the property and a private party use 1/3. Another key is the improved potential for a future marina. He said they worked with PND and this area has always been in the master plan to where the future marina would go. It was in the 2004 Long Range Waterfront plan. He showed a plan of a marina that showed the scale of a marina that would fit in the area. This marina would be a fairly sizeable area for transient moorage in the summer.

Mr. Janes said there is a need for more space for small cruise ships and yachts whether CBJ takes it on or private ownership, there is an option for that type of development. The access would be problematic from Egan, so the thought would be to access from Whittier Ave signal light which would provide an easy access to the new harbor development. He said being in the Industry, he is very aware of issues the new 16B docks are going to present to the operators. The bus companies are already dealing with the impacts of the larger cruise ships tendering to Marine Park. The other 16B dock isn't even open yet and we already have grid lock. There is going to be disembarkation of 100's more people when both 16B docks are operational. The idea for the additional bus staging started with the Juneau Ocean's Center. He said they could start the Juneau Ocean's Center and deal with much needed bus staging area and that is why it is called the Juneau Cruise Ship Passenger Hub. His plan is to stage 1,000 passengers per hour from this facility. This will be approximately 20% of all cruise ship disembarkations over a summer. This facility will mostly be handling passengers on presold tours that would have gotten on buses at Marine Park and left the downtown area anyway, or the people that are lightered into the marina they would be able to get

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on the circulator and be back downtown. The plan for the circulator is to circulate every 15 minutes. The plan is to move people through town efficiently so they aren't stuck anywhere. This area will also provide for downtown parking. The purchase of this property by CBJ is relatively inexpensive compared to the purchase of other potential properties in the area for staging buses. As an added bonus the purchase could help with the right of way Seawalk problem. The Juneau Ocean's Center non-profit project will be on leased City land. The Hub is unrelated to the Ocean Center but related in terms of helping to develop this area into a dynamic transportation hub and attraction along the Seawalk. He believes this could be achieved in the next few years. He also believes the passenger fees would be applicable to this project because it solves the problem with getting the cruise passengers out of town and on their tour. It is solving the downtown grid lock and a place for employees to park. Mr. Janes said they are asking for the Board's consideration in this project.

Board Questions

Mr. Eiler asked Mr. Voelkers if the Fish & Game dock he was referring to was the long empty pier next to the Mental Health Trust?

Mr. Voelkers said the long empty pier is the old Standard Oil Dock which is now owned by AVISTA. The assumption is that would be likely acquired by CBJ. This would need to be some sort of separation transaction because it impedes the ability to put the seawalk across that area and functionally obsolete at this point. The little dock is at the tip of the Mental Health Trust property that is also functionally obsolete.

Mr. Eiler asked Mr. Voelkers in the previous presentation to the Board, you mentioned there was an assessment or appraisal of the Mental Health Trust property. You said in your memo the property owners are not interested in sub dividing. What additional discussions have you had with the Mental Health Trust property owners in terms of if they concur with your assessment or if they are inclined to engage in this type of discussion on the sale?

Mr. Voelkers said the Juneau Ocean's Center was ready to go to the next step. In order to finish the grant application we needed to answer if there was secure access to the property. We have spent about a year in conversation with Mental Health Trust. In the original strategy, the amount of taking for right of way was equaled to the amount of fill they would get on the perimeter of their property. Last May they decided they were not interested in this type of land swap. They decided it would be in their best interest to sell the property. They are anxious to do a transaction, but they just don't want to piece up the property. The current strategy is CBJ buy the whole lot or CBJ buy 2/3 and at a concurrent transaction a private party purchase the other 1/3.

Mr. Eiler asked Mr. Janes if CBJ staff and other stakeholders concur with the passenger numbers he is projecting and do they see the congestion problem with the lightering?

Mr. Janes said we knew with the construction of 16B we would be facing this issue. Marine Park is the big issue area. The numbers have come from his own personal observations and calculations. As we move forward, these things are going to be scrutinized more and will be getting into more specifics as time goes on. He wants to make sure the downtown businesses are secure with this plan. It needs to be a holistic plan with the circulator to

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move people through town quickly and easily. Mr. Janes said he priced out an electric water taxi versus a gas one and it is only about \$80,000 less. Within a month as a private sector he could get an electric circulator with articulated trailers that could handle up to 80 people on Franklin Street for less than \$120,000. These are not numbers that will scare away private, contract investment, or CBJ involvement.

Mr. Eiler said the proposal tonight is to direct staff towards engaging in the CBJ planning effort for the feasibility of a Juneau Cruise Ship Passenger Transport Hub. Is CBJ currently in the process of studying the feasibility of a transportation hub, is this something Docks & Harbors would be initiating, or is it part of the long range waterfront master plan. He is not sure what the Board would be starting or taking part in process-wise.

Mr. Uchtyl said where the parking lot is to be located has no nexus to Docks & Harbors. Mr. Voelkers and Mr. Janes have been working with CBJ Engineering and CDD on this project. Juneau Ocean's Center is asking Docks & Harbors to engage in the process to get Engineering and CDD to execute. The link to Docks & Harbors is that we have the ownership of moving the cruise ship passengers out of the downtown area. We have five ship days currently, but next year it will be an awakening when it is a five ship day and they are all large ships. This will impact the downtown area. This is a reasonable request to be brought into this with all the other planning efforts.

Mr. Janes clarified that this is not an ask from the Juneau Oceans Center Board. This is a direction that Mr. Janes as a local tour operator and Mr. Voelkers as a designer and architect and many of the people he works with sees a need and a possible symbiotic relationship between CBJ, the Juneau Oceans Center, and possible a private developer group that would like to get involved. He would like CBJ to look at this in the big picture and make a decision on whether the entire piece of property should be purchased if possible for transportation, parking and a bigger scale hub. There are many that would argue this is a much needed thing in Juneau. The fact a private parcel would be pulled out of this would be because we started out with the premise that would make it more affordable for CBJ, but it doesn't mean we should try to get this whole area for a transportation hub. He is speaking for himself personally and as a tour operator for the need for improved bus staging and efficiency along our dock corridor.

Mr. Donek asked what level of effort from staff are you talking about, and do you have the staff to do that?

Mr. Uchtyl said Mr. Gillette and himself will just go to more meetings and ask questions to make sure Docks & Harbors issues are considered. At the last Board retreat in 2014, one of the top five priorities was to acquire the Archipelago lot for lay down. Whatever the answer is for the traffic pattern movement, someone is at the table speaking for Docks & Harbors.

**Mr. Simpson left the meeting at 6:18pm**

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Public Comment

Dennis Watson, Juneau, AK

Mr. Watson said this is a great plan and as futuristic as he has ever seen for our community for quite some time. He commented that CBJ was to develop a parking plan at least two years ago or maybe longer. This was never presented to the Planning Commission. He recommends to work with CBJ closer. He is working with a group currently, but it is not CBJ and not the downtown business association. He said he introduced Mr. Chaney, CBJ Lands Department Director, to the group. The group is working on downtown parking which is a major challenge. He did checking on the Mental Health property that is in discussion tonight, and if they were to lease that property for parking for five years, they will receive \$1.1M off the property. There is value in this property and \$2.5M for the entire property is not an unrealistic price. He commented that the JAH (Juneau Arts & Humanities Council) is planning to do an extension and when they do that, the Centennial Hall parking will go away. CBJ is looking at a real parking crunch. Right now, as a member of the public, you are unable to park in either of the public library parking areas until 6:00 pm Monday through Friday. If this project does go forward, he suggested to look at shared parking and also make parking available during non-tour season.

Board Discussion/Action

Mr. Summers said he supports this project. There is a very serious need for a downtown circulator for moving cruise ship passengers. The reason he is in favor of this motion is engaging staff to participate in this project which is one of the biggest waterfront developments to happen historically in Juneau as a whole.

**MOTION By MR.SUMMERS: TO DIRECT DOCKS & HARBORS STAFF TO ENGAGE IN THE CBJ PLANNING EFFORTS FOR THE FEASIBILITY OF A JUNEAU CRUISE SHIP PASSENGER TRANSPORTATION HUB AND ASK UNANIMOUS CONSENT.**

**Motion passed with no objection**

2. Draft Juneau Community Energy Plan

Mr. Uchytel said at one point this was a more urgent matter. Juneau Commission on Sustainability through CDD has created a Juneau Community Energy Plan. They sent out a draft plan that requested comments be provided by August 2nd, but this has been extended. This is not an urgent matter anymore. He wanted to address some of the accommodations the draft study came out with. The study primarily is strategizing or requiring Docks & Harbors to move out quickly on the electrification of the new cruise ship docks. The draft document as presented is unrealistic with the real world. He has tried to make his comments state that.

Board Questions

Mr. Donek said because this is not an urgent matter anymore, he would like to see an overview of what is happening in this plan. This would give the Board members time to go home and review it and bring this back to the August Board meeting.

Mr. Uchytel said in the past he provided the executive summary but the full report which is 120 pages is available on line.

Mr. Donek said it is located on the CBJ website, under hot topics.

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Public Comment - None

Board Discussion/Action

**This item will be brought back to August Board Meeting.**

X. Items for Information/Discussion -

1. Auke Bay Marine Station Application Update

Mr. Gillette said GSA has offered this property up through the US Maritime Administration (MARAD) and concurrently being offered through the Federal Department of Education. The acquisition of the property will provide unique opportunities to expand the marine related services at Statter Harbor. This would be including improved moorage facilities for a number of different types of vessels. Downtown we are seeing more and more requests for moorage for pocket cruises to the point we don't have room for them anymore. The upland has some buildings that we could consolidate some of our Port and Harbor administrative offices. The old NOAA building has a large meeting room that could become the Docks & Harbor Board meeting room. Because Docks & Harbors is an enterprise fund, one of the challenges is to generate revenue. That means we don't receive general funds from the municipality in their budget we are charged with covering our own expenses. There are opportunities with the buildings to lease some of those spaces. Docks & Harbors could potentially make arrangements with UAS and the Coast Guard. The Coast Guard has used or is currently using this space. There is a piece of the parcel that is undeveloped, and this would provide for an opportunity to work with a private partner and develop a mixed use, which includes retail, marine services, and residential. In terms of the process, the first thing Docks & Harbors needed to do was to provide a letter of intent and that has been completed. MARAD has invited Docks & Harbors to submit a full application. UAS has also submitted a letter of intent and has been invited to submit a full application. For this particular property, only the two applications are going to be considered. Docks & Harbors basis of the application is a Port Facility redevelopment plan. The application is due August 29<sup>th</sup>. We have been into discussions with UAS, and at this time it doesn't look like Docks & Harbors and UAS missions will co-mingle. Having this property will lend itself to future expansion of Statter Harbor. Mr. Gillette showed the future expansion plan and went over the different features. This would be a unique opportunity to get this property and tie in and support the future uses at Statter Harbor.

Mr. Uchtyl said this plan would double lineal feet of what we currently have in Statter Harbor. We would be able to accommodate growth in Auke Bay and the surge of fishing vessels. He sees this as a natural progression of what the community needs at Auke Bay.

Mr. Gillette there is a need currently for more spaces at Statter Harbor.

Mr. Uchtyl said the waitlist for the 32' slips is 53 vessels and the 42' slips is 35 vessels. Another factor is who know what the status of Fisherman's Bend is going to be in the next five to ten years.

Mr. Gillette spoke about the different potential opportunities for the existing buildings on this property.

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Board Discussion/Public Comment -

Mr. Janes said UAS and Docks & Harbors are interested. Where did the talks with UAS break down to work together to obtain this property? Is there a reason we are not pursuing the joint application?

Mr. Gillette said there are two entities offering this property. One is MARAD and the other is The Department of Education. Docks & Harbors met with the University and looked over the applications and restrictions. The MARAD process and types of uses allowed is more flexible. Docks & Harbors could get this property and lease to UAS for some of the things they envision on this property. If this is a Department of Education application, the use of the facility has to be education. They wouldn't be able to lease to us for Port Offices. Just the process the Government has set up restricts what we can do. With the restrictions on the Department of Education application and UAS believing they could use the entire property, it didn't make sense for Docks & Harbors to continue with a joint application. We are competing for this property, but the community will be better served if this stays with a public entity.

Mr. Janes commented that it would be a win for everyone if there could be some kind of an agreement with UAS to share this property. He said he would like fisheries development added in the application.

Mr. Gillette said there is going to be additional moorage for the fishing fleet and we are planning on building an ice house.

Mr. Janes said he would like this added in the initial application so it's on record and when we move forward to develop this property we aren't going against our intentions with the federal government if we change course.

Mr. Gillette said one of the questions to MARAD was asking about subdividing this property which is a 4 acre parcel. MARAD said they do that but usually on a larger scale. The application still needs to go through the assembly and they may give us direction to still work with UAS.

Mr. Eiler said he would encourage staff to think broadly and put in a multi-faceted application that hits on education and fishing. If the facility is being offered from GSA and MARAD and Department of Education is setting the guidelines, how is the final decision made? A subdivide where we could have the tidelands and they could have the Lab. This would be a win-win situation.

Mr. Gillette said Docks & Harbors and UAS did have a discussion with GSA. From their perspective, they would like to see a joint application because that would make their job easy not having to choose. However, if they were asked to choose, they will need to determine the highest and best use for this property. If there is a way to work together would be beneficial but it could be difficult with the two different visions. He plans on bringing this back to the Board meeting on August 18<sup>th</sup> to finalize the application and to the Assembly on August 22<sup>nd</sup>.

Mr. Eiler wanted to encourage staff to talk to City Lobbyist and others that work on University and other issues. He said there could be some synergy pursued by talking to our local legislators or others.

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Keith Gerkin, Juneau, AK

Mr. Gerkin works at UAS and is the director of facility services. There is the competitive view of what is going to happen with these four acres. As members of the community we have been trying very hard to say that both agencies needs could be accommodated on the site. The process is a cumbersome one. UAS's plan would be to reoccupy that site and allow us to consolidate our fisheries and environmental science faculty and teaching and labs in a science complex. There are old buildings so it is not without its risks. They are all close to their life expectancy and will need capital investment. He estimates \$10M to \$20M dollars over the long term. The President will make the application and is well on the way to make that recommendation. The main office is their principle priority. He is unsure how to do a subdivision at this point. He agrees it would be a shame not to make the most use of this unique site.

Mr. Uchytel said staff has always maintained they would be willing to lease space to UAS for fair market value.

Mr. Janes said he hopes somehow this property can be utilized to benefit two different institutions but both institutions that are critical to this community with tourism, fishing industry, fishing management, fishing technology, construction, and research. This has great potential and he hopes this works out for everyone.

## 2. Board Retreat

Mr. Uchytel said the last retreat was in 2014. He said the Board needs to start thinking about where Docks & Harbors will be spending their next dollars. The recommendation is to get together as a board sometime in the winter to come up with the next big things we should be working on and how to leverage strategies to be successful, and all the things that need to be completed at Docks & Harbors.

Board Discussion/Public Comments- None

Mr. Donek suggested after the study on the bridge park to Norway point and after we know if we will get the GSA property. He asked when will the GSA property decision be made?

Mr. Uchytel said it should be decided in a few months.

Mr. Donek recommended to have the retreat in winter or early spring.

## 3. Norway Point Update

Mr. Gillette said in the hand-out, the program priorities came from the last Board meeting exercise that Meilani Schijvens facilitated on behalf of the planning team. The priorities listed are what we plan to move forward with unless we hear something different. Corvus Design, working with staff will now take this and develop some sketch level planning concept. The concept will be brought back to the Board toward the end of summer to make sure the direction was captured that you wanted to go with it. The planning team will also have a day for a work shop concept that anyone can come in and they can discuss the different plans. That would be late September at a time that

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the tour operators haven't all left town and fisherman aren't out fishing. Mr. Gillette said he will take all comments on this project.

Board Discussion/Public Comments

Mr. Seng asked if this project and priorities are primarily focused on uplands development?

Mr. Gillette said yes.

Mr. Seng said the thing that doesn't fit in regards to uplands development is limiting live-aboards to a single area. How are live-aboards related to uplands development?

Mr. Gillette said live-aboards do require uplands support for parking, restrooms, and pumpout stations. He said this was an idea that was suggested and with any idea there are pros and cons. He said this would be difficult to make fixed length slips because people live in different size boats so that configuration would need to be figured out. Right now Harris Harbor is fairly new so he is not sure if that should be reconfigured, but the north end of Aurora we do have the potential to change that in the future.

XI. Committee and Member Reports

1. Operations/Planning Committee Meeting- Wednesday, July 20<sup>th</sup>

Mr. Janes said the items on the consent agenda tonight were heard at the OPS/Planning meeting. The other items were vessels moored on CBJ submerged tidelands, and a review of the derelict vessel situation. These items will be revisited at another OPS/Planning meeting.

2. Finance Committee Meeting- Thursday, July 21<sup>st</sup> - Cancelled

3. Member Reports - None

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

XIII. Harbormaster's Report

Mr. Borg reported there have been four separate fuel/hydraulic spill incidents in Harris Harbor. The Coast Guard and DEC have been very reactive to this, and we have also received public interest. Everything else has been business as usual.

XIV. Port Director's Report

Mr. Uchytel reported Statter Harbor phase II substantial completion date was July 18<sup>th</sup>. Miller Construction is on liquidated damages of \$3,000 per day. At this time we do not have a proposed substantial completion date from Miller Construction. Miller's is preparing to lay asphalt at the facility. Staff is cautiously optimistic that we will have a paved facility by derby weekend. The Engineer of Record will have to agree when substantial completion is met. Docks & Harbors requirement would be that it has to be paved and striped and the floats have to be secure. We don't want to open this without it being ready for the public. If this isn't ready for the public by derby weekend, we will run some kind of a shuttle between UAS and Statter Harbor to try to mitigate any disruption to the public. We also plan on charging for launching and parking from day

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one of the opening of the new facility. There will be a ribbon cutting ceremony when the facility is complete- unsure if it will be this fall or at a later time.

XV. Assembly Liaison Report - None

XVI. Board Administrative Matters

a. Ops/Planning Committee Meeting - Wednesday, August 17th 2016 at 5:00pm

b. Finance Committee Meeting -Thursday, August 18<sup>th</sup>, 2016 at 5:00pm - Cancelled

c. Board Meeting - Thursday, August 18th, 2016 at 5:00pm

XVII. Adjournment - The regular Board Meeting adjourned at 7:23 p.m.

Presented by: The Manager  
Introduced:  
Drafted by: ~~A. G. Mead~~

**RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA**

**Serial No. 2765**

**A Resolution of the City and Borough of Juneau in Support of the Acquisition of the Auke Bay Marine Station through the Maritime Administration (MARAD) Port Conveyance Program.**

WHEREAS, the City and Borough of Juneau (CBJ) Docks & Harbors Board is an enterprise board under the direction of the Assembly; and

WHEREAS, the board plays an integral role in advancing recreational and economic opportunities for marine related businesses, tourism and commercial fisheries; and

WHEREAS, the General Services Administration has advertised the availability of the Auke Bay Marine Station to be in excess of the federal government's needs and therefore available to other governmental agencies for beneficial use; and

WHEREAS, the property consists of approximately four acres of land, multiple buildings, a dock, and access to the ocean, and is immediately contiguous to land, tidelands, and facilities managed by CBJ and by the University of Alaska Southeast; and

WHEREAS, both the CBJ and the University believe that the Marine Station property could potentially contribute to shared community goals of expanding and enhancing marine-related education, research and economic development, fisheries development, harbor development; and

WHEREAS, given the August 29, 2016, deadline for applications, there is insufficient time for the CBJ and the University to corroborate on a joint application; and

WHEREAS, the board intends to submit an application to secure the Auke Bay Marine Station via the Maritime Administration Port Conveyance Program, for the intended purpose of future uplands and expansion, and the leasing of tidelands and uplands for maritime related activities; and

WHEREAS, the University of Alaska is interested in having exclusive operation of portions of the Marine Station property; and

WHEREAS the CBJ has a vested interest in the success of the University, including the recognition of the importance to the local economy of a stable University presence and the support of fisheries science research, management and employment and therefore intends

on cooperatively working with the University with respect to the Marine Station property;  
and

WHEREAS, a memorandum of agreement being negotiated by the City Manager and the President of the University would memorialize the CBJ's commitment to reserve the portion of the property sought by the University for the University's sole use, or to cooperate with the University with respect to any future subdivision of the property.

NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU, ALASKA:

**Section 1.** The Assembly of the City and Borough of Juneau supports the submission of an application for the Auke Bay Marine Station property.

**Section 2. Effective Date.** This resolution shall be effective immediately after its adoption.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

---

Kendell D. Koelsch, Mayor

Attest:

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Laurie J. Sica, Municipal Clerk

## **APPLICATION FOR CONVEYANCE OF PORT FACILITY PROPERTY**

### **Schedule A: LEGAL DESCRIPTION OF THE PROPERTY**

The property is described as a Fraction of U.S. Survey 1500 and a Fraction of U.S. Survey 1504 as illustrated on the attached survey.

The property is suitable for acquisition by the City and Borough of Juneau (CBJ) for development and expansion of the existing Auke Bay Port (Statter Harbor). The attached maps illustrate that the acquisition is suitable for acquisition for the following reasons:

- It is adjacent to the existing port.
- It is the primary location for future growth of the Port of Juneau.
- The CBJ owns the adjacent Tidelands, including the Tidelands on which the existing NOAA dock is located.
- The CBJ Comprehensive Plan lists this property as M/MU (Marine Mixed Use). Future intended uses by CBJ Docks and Harbors are in compliance with the plan.
- The CBJ Zoning for the property is WC (Waterfront Commercial.) Future intended uses by CBJ Docks and Harbors are in compliance with this zoning.

The property is suitable and desirable for the future development of the Port of Juneau. The Port of Juneau operates 11 harbor facilities within the Borough. The facilities in Auke Bay are some of the largest and most used in the system. Auke Bay is the location that has the greatest potential for future growth making the acquisition of the NOAA property extremely valuable to CBJ.

Acquisition of the property by CBJ allows the property to be shared with the University of Alaska Southeast (UAS). This provides the CBJ with the land based facilities to support port development and provides UAS the ability to grow the marine research and education programs located on the adjacent property.

## **Schedule B: DESCRIPTION OF PERSONAL PROPERTY**

The following personal property is hereby requested for conveyance for port facility use, hereafter identified as Property B:

- Moorage and Dock equipment and appurtenances
- Laboratory furniture and equipment
- High density storage system in Specimen Building
- Shop furniture and equipment other than that owned by current tenants
- Built-in cabinets and associated equipment

DRAFT

## **Schedule C: PORT FACILITY REDEVELOPMENT PLAN (PFRD)**

### **1. Identification of Applicant**

- a. Name: Carl Uchytíl
- b. Title of authorized person: CBJ Docks and Harbors Port Director
- c. Document showing authority to hold title to land: Chapter 85.02.060 (a) General Powers of the Docks and Harbors Board (excerpt attached).
- d. Address and phone number: CBJ, 155 S. Seward St Juneau, AK 99801 907-586-0398

### **2. Proposed Redevelopment Plan**

- a. Narrative: The Plan is to use the property to expand Statter Harbor in Auke Bay and to provide space for UAS to grow the marine research and education programs offered at the adjacent property.

There is a need to expand harbor services in the City and Borough of Juneau and Statter Harbor is the area that has the greatest potential to accommodate this expansion. Harbor expansion requires the associate need for land based services. This site compliments the existing harbor facilities. It provides direct connection to Auke Bay and the future growth area of Statter Harbor.

With acquisition of the property by CBJ the opportunity exists to share the site with UAS. The University is an important component in the economic, cultural and educational fabric of the borough. The site is immediately adjacent to the existing UAS Anderson Science Building home to a North Pacific Marine Laboratory. The Main Building on the NOAA site is a natural for expanding the offerings and research programs of UAS.

The approved Comprehensive Plan for The City and Borough of Juneau designates this property for Marine/Mixed Use (M/MU). See attached Map F from the Plan. These lands are characterized by high density residential and non-residential land uses in areas in and around harbors and other water-dependent recreational or commercial/industrial areas. Typically, neighborhood-serving and marine-related retail, marine industrial, personal service, food and beverage services, recreational services, transit and

transportation services should be allowed and encouraged, as well as medium- and high density residential uses.

Reinforcing the Comprehensive Plan is the CBJ Land Use Ordinance which classifies the property as being in the Waterfront Commercial (WC) zoning district. See attached zoning map for the area. The WC, waterfront commercial district, is intended to provide both land and water space for uses which are directly related to or dependent upon a marine environment. Such activities include private boating, commercial freight and passenger traffic, commercial fishing, floatplane operations, and retail services directly linked to a maritime clientele. Other uses may be permitted if water-dependent or water-oriented. Residential development is allowed in mixed- and single-use developments in the waterfront commercial district.

The vision for this area for expansion of the Statter Harbor Port is supported by the Comprehensive Plan and the Land Use Ordinance. The upland area and facilities provide the resources to serve the expanded harbor. The land is adjacent to the tidelands currently owned and managed by the City and Borough of Juneau, Docks and Harbors Board of Directors. The conveyed property will also be managed by Docks and Harbors. Adding this valuable property to the portfolio of Docks and Harbors is in keeping with the mission to manage port and harbor facilities in the public interest by providing for future growth opportunities.

- b. Time: The Plan as illustrated on the attached Port Facility Redevelopment Plan is to operate the facility initially in a similar manner as the current operation with a gradual transition to the Redevelopment Plan.

During the first year Docks and Harbors will invite the current tenants, the US Coast Guard Sector Juneau and NOAA to continue to occupy portions of the property. USCG Sector Juneau occupies offices in the Butler Building and NOAA occupies the lower floor of the Fish House as a Dive Center and moors a boat at the float. The Juneau Port Director Office will move from current rented space into the upper floor of the Fish House. The University of Alaska will be invited to occupy the Main Building to compliment the marine research and education activities in the adjacent Anderson Building.

As the Redevelopment Plan evolves over the next 20 years the property will continue to focus on how best it can further develop port and harbor and educational facilities that serve the public interest. The opportunities for future development will center on the need for land based services to support and compliment the expanded facilities in Statter Harbor and the adjacent UAS facilities.

The tenants included in the initial occupancy of the property may continue as integral partners in the Redevelopment Plan. Other agencies and/or businesses that may be included in the Marine/Mixed Use-Waterfront Commercial property:

- Port Director Offices
- UAS Marine Research and Education
- UAS School of fisheries
- NOAA Marine Research
- NOAA Dive Center
- USCG Sector Juneau-Engineering
- USCG Patrol Boat Moorage
- USCG Homeport for future Fast Response Cutter
- Marine Interpretive Center
- Marine Electronics Business
- Do-it-Yourself Marine Repair Shop
- Marine Brokerage
- Marine Surveyors
- Fuel Depot
- Commercial Fishery Ice House
- Commercial Fishery Moorage
- Commercial Fishery Gear Repair
- Commercial Fishery Gear Storage
- Marine Tour Operators
- Charter Fishing Operators
- Small Cruise Ship Operations
- Yacht Moorage
- Restaurants
- Transportation Transfer Center
- Sea Plane Base
- Bed and Breakfast/Hotel
- Stevedoring Services
- Yacht & Cruise Services(catering, delivery, laundry)
- Bathrooms, Showers, Laundry

- c. Use of Existing Structures and Improvements: Five of the existing buildings along with the dock and associated float provide opportunities for both initial and long term use. Removal of the small buildings provides room on site for parking, access and support services for the buildings. The following matrix listing the potential tenants and the building they could occupy:

<b>Auke Bay Marine Station</b>								
<b>Potential Tenants/Locations</b>	<b>Floats</b>	<b>Dock</b>	<b>Main Building</b>	<b>Butler Building</b>	<b>Fish House</b>	<b>Specimen Building</b>	<b>Seawater Filter Building</b>	<b>On Site</b>
Port Director Offices			X		X			
Marine Research and Education-UAS			X				X	
Marine Research-NOAA	X	X			X			
USCG Sector Juneau Engineering Div				X				
USCG Home Port for Fast Response Cutter	X	X		X				
Marine Intrepretive Center					X			
Marine Electronics			X	X		X		
DIY Repair Shop				X				
Marine Brokerage			X					
Marine Surveyors			X					
Fuel Depot	X							X
Commercial Fishing Ice House	X							
Commercial Fishing Moorage	X	X						
Commercial Fishing Gear Repair	X							
Commercial Fishing Gear Storage						X		
Tour Operators	X	X	X					
Charter Fishing	X	X	X					
Small Cruise Ships	X	X						
Yacht Moorage	X	X						
Restaurant					X			
Transportation transfer								X
NOAA Dive Center					X			
Sea Plane Base	X							
Facility Swap downtown CG for future mooring	X	X						
Bed & Breakfast/Hotel								X
Stevedoring Services								X
Cruise & Yacht Services (catering, food delivery, flowers...)								X
Bathroom Showers Laundry								X



Initially the existing buildings and dock facilities identified for continued use will require minimal Improvements. These will include addressing deferred maintenance that has occurred since NOAA relocated to the new facilities at Lena Point. Other initial work will consist of improvements to accommodate new tenants, removing the miscellaneous buildings that are not needed and site improvements like additional parking.

Long term significant improvements are anticipated. These will include replacing and expanding the harbor facilities and renovation or replacing the existing buildings to meet current codes, energy efficiency and environmental requirements as well as future tenant improvements.

The CBJ's Port Facility Redevelopment Plan includes several substantial improvements within Auke Bay intended to expand Statter Harbor to better serve many sectors of Southeast Alaska's maritime industry including recreational and commercial boaters, pleasure yachts, small cruise vessels, USCG, NOAA and other support vessels. Port and harbor improvements include:

- Demolition of the existing floating wave attenuator
- 1500 LF of new floating wave attenuator/moorage float located approximately 600' offshore
- 925 LF transient moorage float connecting the wave attenuator to the Auke Bay Marine Station
- ADA compliant covered gangway providing pedestrian access to shore facilities from the new transient float
- Statter Harbor headwalk float extension and 5,000 linear feet of new public moorage float

The Plan provides nearly 10,000 LF of additional moorage capacity in Auke Bay with direct connection to upland support services at the former NOAA site. It also envisions a future pedestrian harbor walk along the shoreline between the Statter Harbor and Auke Creek.

- d. Economic Disruption: The property is not located in an area of serious economic disruption as a result of the Federal installation closure or realignment because the installation relocated to a new location within the community.
- e. Jobs Lost Due to Closure: No jobs were lost by the closure because the installation relocated to a new location within the community.
- f. Economic Impact of Proposed Development: According to a recent publication by Rain Coast Data for the Master Plan of another Juneau harbor owned and operated by Docks and Harbors 12% of Juneau's economy is related to the Maritime sector. The report also documents that this sector of the regional and local economy is growing. Being able to

acquire this property which allows the existing harbor to expand presents the opportunity to accommodate some of the projected growth and the associated economic benefits.

Another study also by Rain Coast Data titled “Southeast Alaska 2020 Economic Plan” lists Maritime Industrial Support, Seafood Industry, Visitor Industry and Education as priorities for economic growth for the region. The recommendations of the Plan include:

- Grow the Regional Maritime Sector
- Expand the Marine Industry Support Infrastructure
- Improve Harbors
- Increase Yacht and Small Cruise Ship Visitations
- Partner with the University to Meet Workforce Needs

A third report titled “Maritime Data: Juneau Alaska” also by Rain Coast Data shows that the number of jobs in the Marine Tourism, Marine Transportation, Fishing and Seafood Processing, ship Building, Repair, Marina and Marine Related Construction all grew between 11% and 24% from 2010 to 2013 and that earnings in the private Maritime sector represented 9% of Juneau’s economy.

These reports can be found at <http://raincoastdata.com/>

### **3. Proof of Need and Suitability of Property**

- a. Narrative showing proof of need: The above referenced economic reports illustrate the importance of the Maritime Industry in Juneau and Southeast Alaska. This industry is growing and will need infrastructure to accommodate this growth. Auke Bay is the best place to plan for this growth in Juneau.

Another indicator of need is the need for dock space for recreational and commercial vessels. Currently there are 87 people on the wait list for Statter Harbor moorage. 40% are for large boats.

- b. Statement that PFRP is part of economic development program: The proposed PFRP shows how the need for additional infrastructure to accommodate the growing Maritime Industry can be accommodated by expansion of the mooring facilities of Statter Harbor and the land based support services on the NOAA site.

### **4. Capital Improvement Program and Financial Plan**

- a. Sources of Funding: The Docks and Harbors Department is an enterprise fund within the City and Borough of Juneau. It is managed by a nine person citizen board that is appointed by the CBJ Assembly. A Port Director serves as the chief executive and is appointed by the Docks and Harbors Board.

Being an enterprise fund means that Docks and Harbors operates without a local property tax or sales tax subsidy. It is financed through a combination of user fees, lease fees, fisheries business taxes, state and federal grants and local special sales taxes for specific projects. The annual operating budget of the Docks and Harbors enterprises is about \$5 million per year. The annual capital improvement budget is about \$10 million per year.

- b. Capital Improvement Projects: Capital Improvement projects will be funded through the sources listed above or they could be by tenant improvements funded by the tenants or through revenue bonds supported by tenant rents.
- c. Funding for first 10 years: Projects for the first 10 years will likely involve improvements to the existing building and docks. These will be funded utilizing the sources listed above.

Financial statement of Applicant: This is the link to the City and Borough of Juneau Comprehensive Annual Financial Report:

<http://www.juneau.org/financeftp/cafr2015/documents/CompeteCAFRFY15includingCover.pdf>

**5. Economic Soundness**

- a. Demand for port facilities: See above
- b. Demand for additional port facilities: See above

**6. Environmental Evaluation**

- a. The Phase II Environmental Due Diligence Audit. NOAA Auke Bay Marine Station report prepared for the US Coast Guard in October 2015 was reviewed. The PFRP will comply with NEPA.

Recorder return to: City and Borough of Juneau  
Attn: Carl Uchtyl, P.E., Port Director  
155 S. Seward Street  
Juneau, AK 99801

**LEASE AGREEMENT FOR  
ALASKA TIDELANDS SURVEY 1328**

**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 Central Council Tlingit and Haida Indian Tribes of Alaska organized under the laws of the State of Alaska, hereafter “Lessee.”

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**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.

**City:**

Attn: Carl Uchtyl, P.E.  
Port Director  
City and Borough of Juneau  
155 S. Seward Street  
Juneau, AK 99801  
Phone: (907) 586-0292  
Fax: (907) 586-0295  
Email: [carl.uchtyl@juneau.org](mailto:carl.uchtyl@juneau.org)

**Lessee:**

Attn: Richard Peterson, President  
Tlingit & Haida Immersion Park, LLC  
9097 Glacier Highway  
Juneau, AK 99801  
Phone: 907-463-7177  
Email: [rpeterson@ccthita-nns.gov](mailto:rpeterson@ccthita-nns.gov)

**PART III. LEASE DESCRIPTION.** This lease agreement is identified as: Lease Agreement for Alaska Tidelands Survey 1328. 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

---

**PART IV. LEASE EXECUTION.** City and Lessee agree and sign below. This contract is not effective until signed by the City.

**Lessee:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Richard Peterson, President

**LESSEE ACKNOWLEDGMENT**

STATE OF ALASKA )  
 ) ss:  
FIRST JUDICIAL DISTRICT )

This is to certify that on the \_\_\_\_ day of \_\_\_\_\_, 2016, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **Richard Peterson**, to me known to be the identical individual described in and who executed the foregoing instrument for and on behalf of Central Council Tlingit and Haida Indian Tribes of Alaska, as Lessee, which executed the above and foregoing instrument; who on oath stated that he was duly authorized to execute said instrument; who acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in the certificate first above written.

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My Commission Expires: \_\_\_\_\_

**City:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Carl Uchytel, Port Director

**CITY ACKNOWLEDGMENT**

STATE OF ALASKA )  
 ) ss:  
FIRST JUDICIAL DISTRICT )

This is to certify that on the \_\_\_\_ day of \_\_\_\_\_, 2016, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **Carl Uchytel**, to me known to be the Port Director of the City and Borough of Juneau, Alaska, a municipal corporation which executed the above foregoing instrument, who on oath stated that he was duly authorized to executive said instrument on behalf of said corporation; who acknowledged to that that he signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in the certificate first above written.

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My Commission Expires: \_\_\_\_\_

Risk Management Review: \_\_\_\_\_, Risk Manager

Approved as to Form: \_\_\_\_\_, Law Department

## 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 are described as follows:

Description of property: Tracts B-1 and B-2, Alaska Tideland Survey 1328, ADL 103289 located within Section 5, Township 42, range South, Range 68 East, Copper River Meridian according to the survey plat filed in the Juneau Recording District on January 19, 1994 as plat #94-2.

**Subject to all platted easements, covenants, conditions, reservations, and further subject to the Special Stipulations noted on Exhibit C and made a part of this lease agreement.**

The Leased Premises are depicted in Exhibit A to CBJ Ordinance No. 2016-\_\_\_\_, which is incorporated by this reference.

#### 2. AUTHORITY

This lease is entered into pursuant to the authority of CBJ Code Section 85.02.060(a)(5), CBJ Chapter 53.20; 05 CBJAC 50, and CBJ Ordinance No. 2016-\_\_\_\_.

#### 3. TERM AND RENEWAL OPTION

The effective date of this lease shall be \_\_\_\_\_, upon signature by the City. The term of the lease is 35 years, commencing on the effective date of this lease agreement \_\_\_\_\_, unless sooner terminated. City grants Lessee an option to renew this lease for one, successive period of 35 years, subject to written approval by the City and Borough of Juneau. Lessee shall exercise this option, if at all, by written notice given to City during the first six months of the last year of the underlying lease term.

#### 4. LEASE PAYMENTS AND ADJUSTMENTS

(a) **Annual Base Payment.** Lessee shall pay City a lease payment for the Lease Premises. The annual payment for the first five years of this lease shall be \$8,600. Rent must be paid in advance. The Lessee must either submit the annual payment prior to July 1 or submit monthly payments of \$716.67 prior to the first of the month.

(b) **Monthly Participant Payment.** From year 2 to 35 years of this lease, the Lessee will pay an additional \$1.00 per participant adjusted, concurrent with the period in 4(c), with the Anchorage CPI. The term participant shall include any person who enters the

Immersion Park as a ticketed visitor. The term includes people that arrive by chartered or private vehicle, but it does not include people like employees, contractors, instructors, or presenters. The Lessee shall provide the participant payment with a report describing the number of participant on a monthly basis. The participant payment is due within 30 days of the last day of the month.

- (c) **Adjustment.** Beginning with the first year 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(2) 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.

## 5. AUTHORIZED USE OF PREMISES

Lessee is authorized to use the Lease Premises for Tlingit & Haida Immersion Park proposal submitted in RFP DH16-002 depicted in Exhibit B. Should Lessee wish to further development the premises, Lessee shall be required to obtain approval of its development plans from the City 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. 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 \$2,000,000 per occurrence and \$2,000,000 general aggregate. If the Lessee maintains higher limits than shown below, the CBJ shall be entitled to coverage for the higher limits maintained by the Lessee. **The insurance policy shall name CBJ as an Additional Insured.**

**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 insurance policy shall name CBJ as an Additional Insured.**

**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 City 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 City 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.

(1) **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 City 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.

(2) **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 including privately owned lands; such evaluations shall also include all improvements, placed upon or made to the land, to which the City 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.

(a) **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.

(b) **Preliminary review of appraisal.** Either party may protest an appraisal or recommend an appraisal be modified before review by the Docks and Harbors Board.

(c) **Adjustment Dispute Resolution.** If the lessee disagrees 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. The lease rent adjustment proposed by the port director will automatically take effect if the lessee's appraisal is not completed and submitted to the director within six months after the director proposes the adjustment. In the event the Docks and Harbors Board cannot reach agreement with the applicant or lessee on the lease rent or adjustment, the Board shall pay for an additional appraisal and have that appraisal undertaken in accordance with 05 CBJAC 50.050. After reviewing the additional appraisal, the Board shall establish lease rent. If the applicant or the lessee disagrees with the lease rent or adjustment, the applicant or lessee may appeal to the Assembly. The decision of the Assembly shall be final.

(3) **Subleasing.** Lessee may sublease Leased Premises or any part thereof leased to Lessee hereunder; provided, that the proposed sub-lessee shall first apply to City 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.

(4) **Assignment.** Lessee may assign its rights and obligations under this lease; provided that the proposed assignment shall be approved by City 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.

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

(6) **Cancellation and Forfeiture.**

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

(b) City may cancel the lease if it is used for any unlawful purpose.

(c) 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, City 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.

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

(7) **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.

(8) **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.

(9) **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, City 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 therefore. No reentry by City shall be deemed an acceptance of a surrender of the lease.

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

(11) **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 City as partial or total damages for the breach.

(12) **Written Waiver.** The receipt of rent by City 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 City to enforce any covenant or provision therein contained, nor any waiver of any right thereunder by City unless in writing, shall discharge or invalidate such covenants or provisions or affect the right of City to enforce the same in the event of any subsequent breach or default. The receipt, by City, of any rent or any other sum of money after the termination, in any manner, of the term demised, or after the giving by City 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 City to Lessee prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing and signed by City.

(13) **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.

(14) **Renewal Preference.** Any renewal preference granted 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.

(15) **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 City may extend the time for removing such improvements in cases where hardship is proven. Improvements owned by Lessee may, with the consent of City, be sold to the succeeding Lessee. All periods of time granted Lessee to remove improvements are subject to Lessee's paying the City pro rata lease rentals for the period.

(a) If any improvements and/or chattels not owned by City 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 City 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 City.

(b) 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, City.

(16) **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 City to charge Lessee a reasonable rent therefore.

(17) **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.

(18) **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.

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

(20) **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 City.

(21) **Rights-of-Way.** City expressly reserves the right to grant easements or rights-of-way across leased land if it is determined in the best interest of the City to do so. If City 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.

(22) **Section Line Rights-of-Way.** If the leasehold borders on or include one or more section lines, the lessor hereby expressly reserves unto itself and its successors and assigns a right-of-way or rights-of-way pursuant to AS 19.10.010.

(23) **Navigable and Public Waters.**

(a) Pursuant to AS 38.05.127 and 11 AAC 53.330, the lessor reserves a public access easement to and along all public or navigable water bodies that border on or are included in this leasehold. No public access easement may be obstructed or otherwise rendered incapable of reasonable use for the purposes for which it was reserved. No public access easement may be vacated, abandoned, or extinguished without the prior written approval of the lessor.

(b) The Public Trust Doctrine guarantees public access to, and the public right to use, navigable and public waters and the land beneath them for navigation, commerce, fishing, and other purposes. This lease is issued subject to the principles of the Public Trust Doctrine regarding navigable or public waters. The lessor reserves the right to grant other interest to the leasehold consistent with the Public Trust Doctrine.

(24) **Warranty.** City 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.

(25) **Lease Rental Credit.** When authorized in writing by the City 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-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 City 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 City's title to the Leased Premises or enter into any lease, easement, or other obligation of City's title without the prior written consent of the City; and any such act or omission, without the prior written consent of City, shall be void against City 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) **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), provided, however, that Lessee may apply and follow Native Alaskan, American Indian and Tribal employment preferences authorized by federal law. In the event of Lessee's failure to comply with any of the above non-discrimination covenants, City 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 City, 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. 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 City relating to this lease. The obligations of Lessee arise immediately upon actual or constructive notice of any action, claim, or lawsuit. City 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 City.

(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.

**EXHIBIT A**

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**EXHIBIT B**

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## **Exhibit C Special Stipulations**

**1. Lease Development.** The development of the lease area shall be limited in form and scope to the area and improvements specified in the RFP proposal included as Exhibit B. The lessee is responsible for accurately siting development and operations within this area. Use of the area for purposes other than those specified in this agreement is a violation of this lease. Any proposed revisions to the development and operations plan must be approved in writing by the Lessor before the change in use or development occurs. This lease must be utilized for the purpose described in the approved proposal. Failure to make substantial use of the land, consistent with the approved proposal within five years, will, in the Director's discretion, constitute grounds for cancellation.

**2. Access.** The City and Borough of Juneau, or a lessee of Tract B-3, ATS 1328 shall enjoy the right of access, both pedestrian and vehicular from Thane Road to Tract B-3, across the existing driveway in Tract B-1, ATS 1328 and the right to access existing water lines that may cross ATS 1328, Tract B-1 for the purposes of performing maintenance to those water lines. The lessee of Tract B-3, ATS 1328 shall ensure that any maintenance of the water lines shall not unduly impact the improvements, facilities or operations of the lessee within Tract B-1, ATS 1328.

**3. Roadside Fisheries Requirement.** This property is adjacent to an easement providing access to Alaska DNR tidelands. In support of the Juneau recreational sport fisherman, the successful proposer agrees to set aside no less than five parking spaces for roadside fisherman at no cost to CBJ or fishing participants from May through October each year of this lease.

**4. Maintenance.** The City assumes no responsibility for maintenance of improvements constructed on state land nor liability for injuries or damages attributable to that construction.

**5. Solid Waste.** All solid waste and debris generated from the activities conducted under the Lease shall be removed to a facility approved by the ADEC prior to the expiration, completion, or termination of the lease or activity.

Solid waste shall be stored in a manner that prevents a litter violation under \_\_\_\_\_

Putrescible wastes (material that can decompose and cause obnoxious odors) shall be stored in a manner that prevents the attraction of or access to wildlife or disease vectors;  
and

The premises shall be maintained free of solid waste that might create a health or safety hazard.

**6. Wastewater Disposal.** Disposal of wastewater from any operation associated with this Lease to state lands or waters is specifically prohibited, unless otherwise approved by the Alaska Department of Environmental Conservation.

**7. Fuel and hazardous substances.** No fuel or hazardous substances are to be stored on the subject parcel. Prior written approval from the lessor is required for a change in this restriction. Such approval may include additional stipulations.

**8. Notifications.** The lessee shall immediately notify DNR and DEC by phone of any unauthorized discharge of oil to water, any discharge of hazardous substances (other than oil), and any discharge of oil greater than 55 gallons on land. All fires and explosions must also be reported.

DNR 24 hour spill report number is (907)\_\_\_\_\_. The DEC spill report number is \_\_\_\_\_

**9. Inspection.** Authorized representatives of the City shall have reasonable access to the subject parcel for purposes of inspection.

**10. Compliance with Governmental Requirements.** The lessee shall, at its expense, comply with all applicable laws, regulations, rules and orders, and the requirements and stipulations included in this Lease. Lessee shall ensure compliance by its employees, agents, contractors, subcontractors, licensees, or invitees.

**11. Destruction of Markers.** All survey monuments, witness corners, reference monuments, mining claim posts, bearing trees, and unsurveyed lease corner posts shall be protected against damage, destruction, or obliteration. The lessee shall notify the Lessor of any damaged, destroyed, or obliterated markers and shall reestablish the markers at the lessee's expense in accordance with accepted survey practices of the City.

**12. Conditional Use Permit.** The lessee shall comply with the conditions required by USE2016-0010 dated June 15, 2016.

**13. Limited Waiver of Sovereign Immunity.** The Lessee specifically and explicitly waives its sovereign immunity, if any, in favor of the Lessor for the limited purpose of entering into this lease. The waiver of sovereign immunity is necessary to secure a substantial advantage and benefit for the Lessee to create the Immersion Park contemplated by this lease. The waiver is strictly limited to contract and tort disputes with Lessor related to or arising out of this lease only and does not extend to other individual, entity or other third party, nor to any other obligation of Lessee, and is limited strictly to actions by Lessor for money damages or for specific performance of the terms and conditions of this lease. This waiver shall not be construed as a waiver or consent to the levy of any judgment, lien, attachment or encumbrance upon any real property or interest in any real property of Lessee or its sub-entities, whether held in fee, trust for the benefit of Lessee or any tribal member by the United States or as restricted fee land or in fee simple, nor as to any restricted federal funds held by or to be received by Lessee, nor as to any funds or property owned by any other tribe or tribal member and held by the Lessee, in trust or otherwise, nor does it waive the sovereign immunity, if any, of Lessee's employees, officers and agents.

14. **Joint Effort.** This lease has been drafted jointly by the parties following negotiations between them. It shall be construed according to its terms and not for or against any party. Each party has consulted, or had ample opportunity to consult, its own legal counsel before signing this lease and state that they know and understand its contents.

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# Port of Juneau

City & Borough of Juneau • Docks & Harbors  
 155 S. Seward Street • Juneau, AK 99801  
 (907) 586-0292 Phone • (907) 586-0295 Fax

**From:** Carl Uchytel, P.E.  
 Port Director

**To:** Steve Behnke  
 Chairman, Juneau Commission on Sustainability (JCOS)

**Date:** August xxth, 2016

**Re:** JUNEAU COMMUNITY ENERGY PLAN - COMMENTS

1. The Docks & Harbors Board has reviewed the draft Juneau Community Energy Plan. The following comments are submitted:

#	Strategy	Responsibility	Timeframe to implement	Next Steps/Issues to be addressed
2	<b>Increase use of electricity by cruise ships</b>	CBJ Docks and Harbors Local Electric Utilities, Cruise industry	1 year	<ul style="list-style-type: none"> <li>New dock has conduit, but no cabling connection infrastructure included</li> <li>Clarify ownership and operation of electric infrastructure</li> <li>Cost recovery opportunity through increased head tax to visitors</li> <li>Concerns about current capacity of existing hydropower to service additional vessels in a cost effective way</li> <li>Develop preliminary design and assess ownership and operational model.</li> </ul>

- The number 2 Strategy of “Increased Use of Electricity by Cruise Ships” in one-year is not achievable. Franklin Dock already provides power to its customers to the maximum extent practicable within Juneau.
- The new cruise ship dock project is entering the second and final phase. The Port Director has repeatedly stated that it is Docks & Harbors position to wait for sufficient electrical capacity from the local utility company before investing in the necessary shore-side infrastructure. Docks & Harbors has never prioritized electrification of the new cruise ship berth project to be ready upon completion of the new cruise ship berths.
- Docks & Harbors does not support and would oppose additional cost recovery through increase head tax to visitors.

## Appendix A

- Goal T-6: Reduce emissions associated with marine transportation. Estimate: 22% decrease in marine emissions; potential GHG reduction 15,700 MTCO<sub>2e</sub>.
  - Strategy T6-A. Work with recreational and commercial boaters to reduce emissions and energy use associated with marine transportation.

Long-Term Actions	Responsible Party	2015 Progress:	GHG Savings	Bang for buck	Resilience	Significant energy savings	Implemented by/with CBJ	Energy savings vs timeframe	Score
Require all cruise ships and other large commercial ships to have the capacity to plug in to Juneau's electric energy supply when in port.	State and local governments/ Cruise Ship Companies		Y	Y	Y	Y	Y	Y	6
Mandate new commercial docks to provide electric plug-ins for cruise ships and other commercial vessels, and require that ships use electric power whenever it is available.	CBJ		Y	Y	Y	Y	Y	Y	6

- Docks & Harbors does not concur with the scoring of 6.
  - GHG Savings: The Holland America cruise ship AMSTERDAM departs 4 pm on Sundays, cruises SE Alaska returning 7 am the following Sunday for a total of 159 hours. The AMSTERDAM will spend 8 hours in Juneau. Assuming it takes 1 hour to hook up & 1 hour to disconnect, less than 3.77% of the GHG Saving can trip can potentially be reduced. This assumes the vessels burns the same on propulsion fuel as it does for hotel services. More realistically this percent is much less, perhaps on the order of 1% GHG Savings, when compared over the length of the cruise.  
([https://www.alaskacruises.com/itineraries/7-night-roundtrip-seattle-cruise\\_amsterdam\\_8-7-2016.html](https://www.alaskacruises.com/itineraries/7-night-roundtrip-seattle-cruise_amsterdam_8-7-2016.html) )
  - Bang for the Buck. Docks & Harbor provided a report to the Assembly indicating that the cost to bring electrical power to each of the new cruise ship docks is approximately \$12.5M each. This excludes the cost to the local utility for their investment. How is this cost effective?
  - Significant Energy Savings. There is no energy savings, only energy source avoidance. The ship will consume power whether it is generated on board or through the local utility.
  - Implemented by/with CBJ. This should not be a mandate; rather, CBJ should work with cruise lines to ensure service is provided based on demand.
  - Energy Savings vs. Timeline. It is unclear how this would generate a “yes” response? It presumes that the cost of power generation for local power is much less than generated onboard. Does it take into account the infrastructure investment necessary in Juneau as well as on the ship? The timeline remains ambiguous as to when sufficient power is available from the local utility as well as when funding can be made available.

# DRAFT Juneau Community Energy Plan – Executive Summary

Setting the scene and priority actions for the CBJ



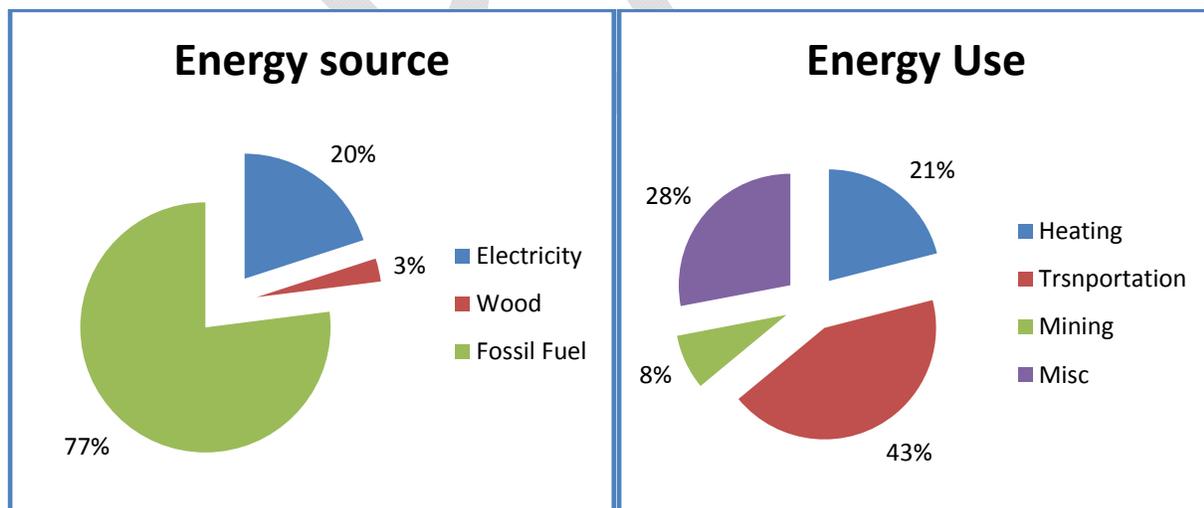
## EXECUTIVE SUMMARY

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

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

#	Strategy	Responsibility	Timeframe to implement	Next Steps/Issues to be addressed
8	<b>Support electrification of mining operations using renewable energy</b>	Local Electric Utilities, Local Mine Operations	5 years	<ul style="list-style-type: none"> <li>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</li> </ul>

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# PORT ENGINEER'S PROJECT STATUS REPORT

Gary Gillette, Port Engineer

Project	Status	Schedule	Contractor	Notes
<b>Boat Yard at ABLF</b>				
Shop and Office Buildings	In Progress		MRV	Reviewing final drawings
Fabric Structure	In Progress		Clear-Span	Awaiting engineering information from mfgr.
<b>Auke Bay Loading Facility - Phase II</b>				
TIGER Grant Close-Out	On-Going			Annual equipment reporting
<b>Douglas Harbor Reconstruction</b>				
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
<b>Statter Harbor Launch Ramp</b>				
Construction	In Progress		Miller	Past completion date
Statter Tidelands Survey	In Progress		R&M	
<b>Port of Juneau Cruise Berths</b>				
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	Awaiting plan and fee proposal for next phase
DNR Tidelands Survey	Hold			Preparing RFP for survey services
<b>Cathodic Protection Replacement</b>				
Construction	Complete		Ballard Marine	Performing final inspection and acceptance
<b>Aurora Harbor Re-Build - Phase I</b>				
Project Close-Out	In Progress		NCS	Awaiting final paperwork
<b>Aurora Harbor Re-Build - Phase II</b>				
Preliminary Planning & Design	In Progress		PND	
<b>SeaWalk and Whale Park</b>				
Phase II	In Progress		NPE	Engineering Dept Project
Phase III	Hold			Engineering is preparing for bid
<b>Statter Master Plan Phase III</b>				
Plan Approval	Complete		Board	Concept 3 Approved
Design	In Progress		PND	
Conditional Use Permit	In Progress		Staff	Preparing Application Document
Flood Elevation Exception	In Progress		Staff	Preparing Application Document

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Army Corps of Engineers Permit	In Progress		PND	
Surveying, GeoTech, Sampling	In Progress		PND	
<b>Weather Monitoring System</b>	In Progress		MXAK	Procuring equipment for next phase
<b>Periodic Maintenance (Lucity Program)</b>	In Progress		Staff	Working with MIS for program entry
<b>Archipelago Property Improvements</b>	Hold		Staff	Awaiting Board Direction
<b>Archipelago Property Procurement</b>	Planning		Staff	Awaiting funding
<b>Amalga Harbor Fish Cleaning Station</b>	Hold		Staff	Re-visit in Jan 2017
<b>Cruise Berth Shore Tie Power Study</b>	In Progress		PND	Finalizing Draft Report
<b>Aurora Harbor - Dredging on A Float</b>	Hold			Awaiting funding
<b>Aurora Harbor - Annodes on Piling</b>	Hold			Awaiting funding
<b>Marine Park Sheet Wall Coating</b>	Hold		Tinnea	FY18 Passenger Fees?
<b>TIGER 8 Grant App. - Fisheries Terminal</b>	Hold		Staff	Didn't receive grant
<b>Taku Harbor Pile Jacking</b>	Hold		Staff	Developing a plan to repair
<b>Auke Bay Marine Station Acquisition</b>	In Progress		Staff	Preparing conveyance application
<b>Statter Breakwater Safety Improvements</b>	In Progress		PND	
<b>Port Security Camera Grant - Phase II</b>	Hold			Procuring consultant services for grant mgmt.