

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING AGENDA
For Wednesday, May 23rd, 2018

- I. Call to Order** (5:00 p.m. at City Hall Conference Room 224)
- II. Roll Call** (Don Etheridge, Tom Donek, David Lowell, Mark Ridgway, Bob Janes, David Seng, Robert Mosher, Weston Eiler, and Budd Simpson)
- III. Approval of Agenda**

MOTION: TO APPROVE THE AGENDA AS PRESENTED OR AMENDED
- IV. Public Participation on Non-Agenda Items** (not to exceed five minutes per person, or twenty minutes total)
- V. Approval of Wednesday, April 18th, 2018 Operations/Planning Meetings Minutes**
- VI. Consent Agenda - None**
- VII. Unfinished Business**

1. Docks & Harbors Policy Statement – Seawalk Commercial Activity (formerly: Public Policy on Use of Docks & Harbors Managed Properties).

Presentation by the Port Director

Committee Discussion

Public Comment

Committee Discussion/Action

MOTION: TBD

VIII. New Business

1. Cathodic Protection Phase III – \$200K CIP TRANSFER

Presentation by the Port Director

Committee Questions

Public Comment

Committee Discussion/Action

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING AGENDA
For Wednesday, May 23rd, 2018

MOTION: TO RECOMMEND A TRANSFER OF \$200K FROM THE CRUISE BERTH IMPROVEMENT CIP DOCK CATHODIC PROTECTION CIP.

2. FY18 Supplemental Harbor Budget Increase
Presentation by the Port Director

Committee Questions

Public Comment

Committee Discussion/Action

MOTION: TO RECOMMEND HARBOR FUND SUPPLEMENTAL INCREASE OF \$250K FOR THE FY18 APPROVED BUDGET .

IX. Items for Information/Discussion

1. Seawalk Extension (Franklin Dock to AJ Dock) –Preliminary Plans/Opportunity
Presentation by Michele Eifers, CBJ Engineering

Committee Discussion/Public Comment

2. Tlingit & Haida Cultural Immersion Center Update
Presentation by Emily Edenshaw, Director of Business & Economic Development

Committee Discussion/Public Comment

3. Auke Bay Boatyard Lease
Presentation by Port Director

Committee Discussion/Public Comment

4. Strategic Retreat Planning Documents
Presentation by the Port Director

Marine Park to Taku Dock Urban Design Plan:

<http://www.juneau.org/harbors/documents/MarineParktoTakuDockUrbanDesignPlanwithAppendixFINALFeb26.pdf>

Bridge Park to Norway Point Master Plan:

<http://www.juneau.org/harbors/documents/Final-BridgeParktoNorwayPointMasterPlan-3-30-17.pdf>

Amalga Harbor Fish Cleaning Float:

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<http://www.juneau.org/harbors/documents/AmalgaFishCleaningStationReport.pdf>

Little Rock Dump:

http://www.juneau.org/harbors/documents/172073CBJD_HLittleRockDumpConceptDrawings.pdf

N. Douglas Boat Ramp: <http://www.juneau.org/harbors/documents/NDBR-MoeserMemo-2013.pdf>

Douglas Harbor:

<http://www.juneau.org/harbors/documents/152032DHLAUNCHRAMPPARKINGPLAN-CON1.pdf>

<http://www.juneau.org/harbors/documents/DouglasHarborUplandImprovements-BudgetEstimate053017.pdf>

<http://www.juneau.org/harbors/documents/DouglasHarborUplands-2000.pdf>

<http://www.juneau.org/harbors/documents/DouglasHarbor-SalesTaxProposal.pdf>

Committee Discussion/Public Comment

X. Staff & Member Reports

XI. Committee Administrative Matters

1. Next Operations/Planning Committee Meeting- **Wednesday, June 20th, 2018.**

XII. Adjournment

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING MINUTES
For Wednesday, April 18th, 2018

I. Call to Order

Mr. Etheridge called the meeting to order at 5:04pm at the Port Field Office.

II. Roll

The following members were present: Weston Eiler (via telephone), Don Etheridge, David Lowell, Robert Mosher, Mark Ridgway, David Seng (via telephone), and Tom Donek

Absent: Bob Janes and Budd Simpson

Also present: Carl Uchtyl – Port Director (via telephone), Gary Gillette – Port Engineer, David Borg – Harbormaster, Matthew Creswell – Deputy Harbormaster, John Osborn – Harbor Operations Supervisor.

III. Approval of Agenda

MOTION By MR. DONEK: TO APPROVE THE AGENDA AS PRESENTED AND ASKED UNANIMOUS CONSENT

Motion passed with no objection.

IV. Public Participation on Non-Agenda Items (not to exceed five minutes per person, or twenty minutes total)

V. Approval of Wednesday, February 14th, 2018 Operations/Planning Committee Meeting Minutes

MOTION By MR. DONEK: TO APPROVE THE FEBRUARY 14th, 2018 MEETING MINUTES AS PRESENTED AND ASK UNANIMOUS CONSENT.

Motion passed with no objection.

VI. Consent Agenda - None

VII. Unfinished Business - None

VIII. New Business

1. Use Permit – Bill Heumann

Mr. Gillette said this use permit was submitted by Bill Heumann, the owner of the People's Wharf Building, regarding Tracy's Crab Shack. After going through discussions with the Ops

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For Wednesday, April 18th, 2018

Committee and the Board over the last few months regarding use of Docks & Harbors' property along the waterfront, it was determined that the Board is not ready to adopt a full policy so the recommendation was to move forward with a use permit for the 2018 season. This use permit is basically the same as the 2017 permit. The only condition that's different is Item #8 Loading and Unloading. There is a drop off loading zone that is supposed to be kept open for Fedex, UPS, and other users. We want to be clear in the permit this is not to be used for any kind of long term parking or long term loading, and loading for things such as propane and trash removal for Tracy's Crab Shack need to be done during off-peak hours.

Committee Questions

Mr. Ridgway asked if the entirety of the lease is 62 square feet?

Mr. Gillette said of our lease, yes.

Public Comment

Tracy LaBarge, owner of Tracy's Crab Shack, Juneau, AK

Ms. LaBarge asked if "off-peak hours" means before and after ships or just at a slower time? They need to do a mid-day trash run but will be very respectful of getting in and out of there quickly.

Mr. Borg said the biggest issue last year was the Tracy's Crab Shack manager parking in that loading zone for hours. They were ticketed non-stop and gave a lot of attitude so that's why he wanted to be clear about this. If you've got trash and you pull in, load it and go, that's fine. That's exactly what the intention for that loading zone is. It's not a parking area and vehicles cannot park up in the mall like they did last year. There was also a problem with them pulling into the very first bus parking spot and sitting for hours, that spot needs to be available for buses.

Ms. LaBarge said her staff will attend the pre-season meeting.

Committee Discussion/Action

MOTION By MR. LOWELL: TO RECOMMEND THE REGULAR BOARD APPROVE A NEW USE PERMIT FOR BILL HEUMANN TO OPERATE IN 2018 AND ASK UNANIMOUS CONSENT.

Motion passed with no objection.

IX. Items for Information/Discussion

1. Statter Breakwater Dive Inspection - Proposal

Mr. Gillette said we were advised by PND that Echelon Engineering, who is a dive inspection company that has worked for us in the past checking different structures, is going to be coming

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through Alaska. We have not looked at the Statter Harbor anchor chains in a number of years. As we continue to assess the state of that facility, it may be an opportune time to have them inspect it and prepare a report with any recommendations they might have. They are not going to have the equipment with them to be able to go down to the actual anchors, but they can go down enough to check the state of the chains and see what the corrosion is and if there are any links broken. It seems like a worthwhile effort. The fee is \$20,500 and we have the funds to do that.

Mr. Uchytel said he put this item on the agenda because of the interest from the Board regarding the remaining service life of the Statter Harbor breakwater. Echelon is coming through on their way to do some work in Skagway. We could have this done the first weekend in May, and if we elect to, it will be a helpful data point when we go to the Strategic Planning Meeting to discuss how much more we want to invest in the deck-over project.

Committee Discussion/Public Comment

Mr. Eiler said we are looking at that data point in terms of the overall status of the breakwater. He is curious if it's worth looking at the chains or if we should wait until they can go down and see the anchors as well.

Mr. Gillette said when they did the inspection a few years back, many of the anchor connections were covered up and the ones they did see were in pretty good shape. It would be quite a bit more expensive to have them go down and try to clear the connections. He thinks there is value in looking at the chains before deciding whether or not to spend another few hundred thousand dollars on covers. It can also give us information as we're making a case to the Corps of Engineers about how quickly we need to replace this facility.

Mr. Etheridge said in his 25 years of working on floating docks, 99% of the time the failures were at the top, not at the bottom. The top is definitely one of the most important places to look at. He thinks it's a great fair price for that kind of service.

Mr. Uchytel said they can only dive to 90 feet along the chain. The man from Echelon indicated that the anerobic environment below the mudline is such that the anchor connections are not a weak point. He doesn't feel it's a huge risk not to look at the anchors in this particular situation.

Mr. Donek asked how deep the anchors are?

Mr. Borg said at least 120 to 150 feet.

2. Strategic Planning Meeting: Materials/Dates

Mr. Gillette said it has been a year since the last Strategic Retreat and there are new things that have popped up. It would be good to hold another one of these meetings to go through the project list, identify new projects, and prioritize. It helps with our budget.

Committee Discussion/Public Comment

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Mr. Etheridge asked Mr. Uchytel if this process has been started?

Mr. Uchytel said he has heard back from some of the Board members, but there is only one date so far that we have a quorum. It is very important that the Board members in leadership for the Regular Board and the Committee be able to participate in the Strategic Planning, so he is still looking for a date that the Chairs and Vice Chairs are all available. He asked if the Committee would consider a Monday through Friday meeting from 4pm-8pm?

Mr. Donek said he is easy.

Mr. Etheridge said his time is legislative time, other than that he is good anytime.

Mr. Moser and Mr. Lowell said if they are available they can be there.

Mr. Eiler said he can make it work if needed barring legislative things.

Mr. Uchytel said he needs to hear back about Mr. Simpson's availability. The meeting will likely take place in May. He asked what the Board would like to see from staff? Are there any reports or information, and should it be facilitated by a third party? In the past we have used Mila Cosgrove who has done so at no cost. If anyone wants to bring in a trained facilitator we can consider that as well.

Mr. Eiler said a set of information he would be interested in is where we are in the current life cycle of Docks & Harbors assets. We have identified things that we know need fixing or completing, but what's on the horizon that we haven't looked at here? Are there harbors, floats, or assets that we will have to completely re-do or renovate in the next 5-10 years? The list we have is good in terms of what's on our mind, but he'd be interested in looking at where we are with our assets so we can see what we're going to have to take care of, and not just what's on our "want" list.

Mr. Uchytel said we don't have a document that summarizes the life remaining on all of our facilities. We've had a line item in the past about perhaps putting money toward an underwater inspection of all of our facilities, but we don't have a running tally of condition reports. We have recapitalized a lot of our older facilities.

Mr. Eiler said we don't need a full life cycle cost analysis report, even if it's just staff's perspective, something a little more specific than a guess would be helpful to give us some context as we prioritize.

Mr. Donek said he likes the idea of having a facilitator to keep them on track. We don't need to go out and hire a professional, last time Mila did this she did a really good job.

Mr. Ridgway asked the other Board members what worked about the 2017 Strategic Meeting and what didn't?

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Mr. Lowell said he liked having Mila there last year. She kept things on track and offered up advice on how to move through, prioritize, and condense the list down so we could think about it more critically. If we did have some idea of the general conditions of the different facilities, it would help separate the wants from the needs.

Mr. Etheridge said it sounds like we want to get Mila if she is available.

Mr. Donek said as far as conditions and life cycles, if we simply know how old something is and what its expected life is, we can guess the rest from there. We don't need to get too sophisticated.

Mr. Gillette said there was a facility-wide assessment done a number of years ago. We can look through that as a baseline and identify some of the projects we've completed.

Mr. Ridgway said he noticed that most of the references are about projects. He is curious about things outside of facility maintenance and operations. Does the Board need to approach the Assembly for a new rule that will make life easier for staff? He would like to see something from Docks & Harbors staff regarding what they see as 5 year policy oriented wants and needs.

X. Staff & Member Reports

Mr. Borg said we are getting everything ready to go for the summer season. He introduced Mr. John Osborn who is the new Harbor Supervisor at Aurora Harbor and will be taking care of all the downtown harbors. He said we moved about 75 yards of dirt off the North Douglas Launch Ramp today. We have serious problems with sand leaching onto the ramp but we're getting it taken care of. The Port is in full swing, banners are going up soon and we're keeping real busy. As far as hiring goes, we've got one Harbor Technician position to fill and we'll be done.

Mr. Creswell said we're doing the same things out the road at Statter Harbor. Our loader got a flat tire at mile marker 21 so we're waiting on Les Schwab to put a new tire on that but Echo Cove is done and ready.

XI. Committee Administrative Matters

1. Next Operations/Planning Committee Meeting- **Wednesday, May 23rd, 2018.**

XII. Adjournment- The meeting was adjourned at 5:34 p.m.

Docks & Harbors Policy Statement – Availability of Public Land for Private-Sector Use

Docks & Harbors Policy Statement:

- 1) D&H shall provide safe and efficient access (pedestrian and vehicular) and open space throughout its facilities including the downtown docks and Seawalk. To this end, Docks & Harbors shall not permit future private-sector commercial activities on the Seawalk and other Docks & Harbors managed properties from Marine Park to Franklin Dock unless tied to an existing private property and on a case by case basis where a compelling public purpose is demonstrated.
- 2) Docks & Harbors' reaffirms support to private-sector enterprise by providing undeveloped land parcels for lease through public process.
- 3) Docks & Harbors will try to complement private activity adjacent to Docks & Harbors managed property when needed property is not available through the private sector.
- 4) Docks & Harbors shall refrain from providing public lands when doing so would compete with private sector investment.



- Seawalk and Major Pedestrian Corridors
- Open Space
- Future Waterfront Attraction
- Future Deck-Over and Restrooms
- Open to Water (Private Lease)

Marine Park to Taku Dock



Port of Juneau

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

From: Port Director
To: Docks & Harbor Board
Thru: Docks & Harbor Operations-Planning Committee
Date: May 18th, 2018
Re: TRANSFER - \$200K TO DOCK CATHODIC PROTECTION PHASE III PROJECT

1. With the successful completion of the downtown impressed current project at the Marine Park retaining wall (aka Cathodic Protection Phase II), we are prepared to move forward with contracting the third and final phase. Dock Cathodic Protection (Phase III) would prepare and paint the waterside of the Marine Park retaining wall. The engineer's estimate to complete this phase is \$200K.
2. Previous phases have been funded with Marine Passenger Fees, I am recommending a portion of funds remaining in the Cruise Berth Project (H51-101) to be transferred to the Dock Cathodic Protection Project (H51-104). There is approximately \$3.6M remaining in the Cruise Berth Project.
3. If the Board approves, the Assembly approval is required for the transfer to be consummated.

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Port of Juneau

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

From: Port Director
To: Docks & Harbor Board
Thru: Docks & Harbor Operations-Planning Committee
Date: May 21th, 2018
Re: FY18 SUPPLEMENTAL - HARBOR INCREASE \$250,000

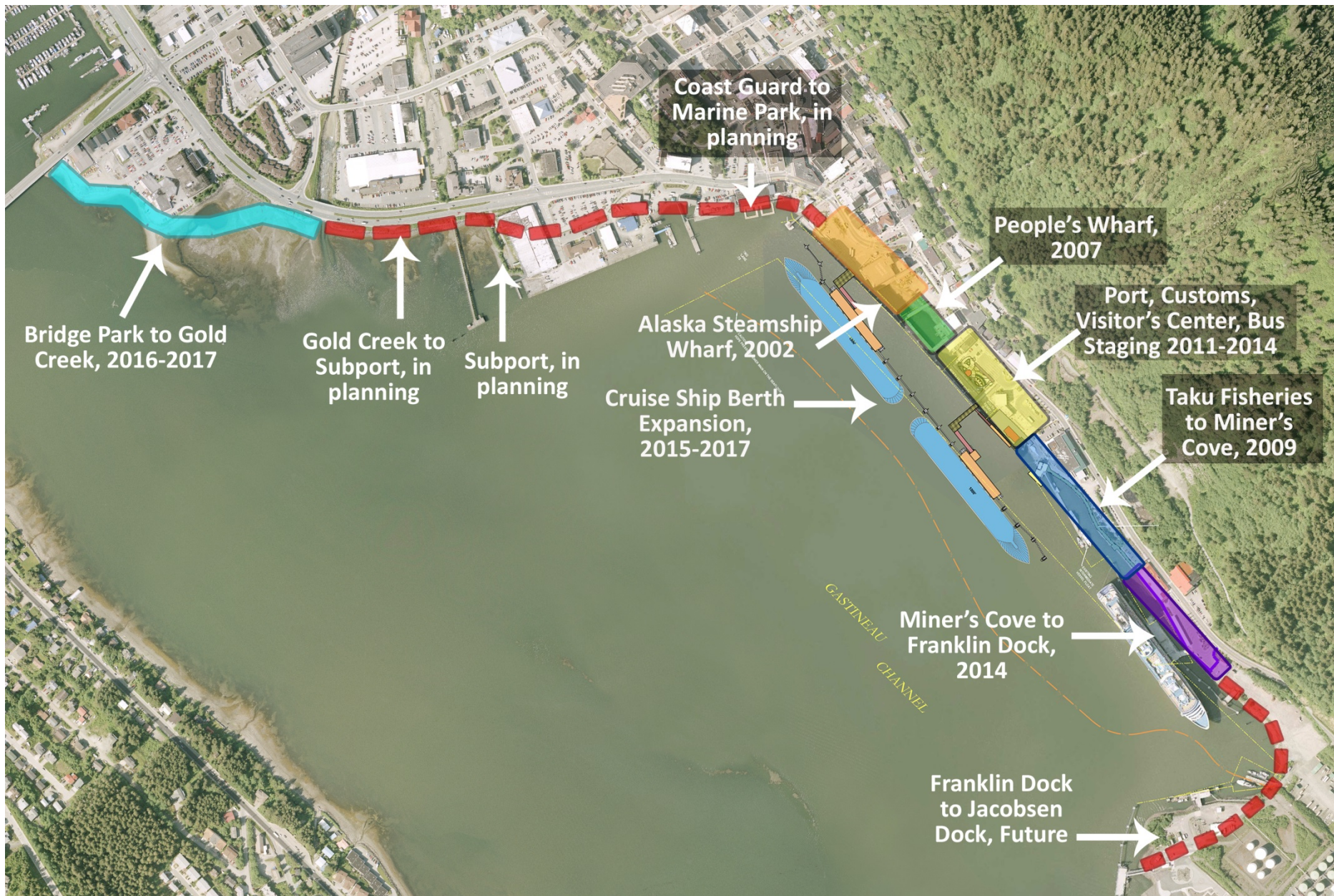
1. The FY18 ends on June 30, 2018. I am requesting the authority to increase the Harbor Enterprise budget by \$250,000 to accommodate extraordinary expenditures including personnel costs, infrastructure improvements and resolving abandoned and derelict vessels. The additional request is an increase of 5% of the total authorized expenditures in FY18.

Vessels Impounded & Destroyed				
2014	2015	2016	2017	2018
11	9	6	2	9*
<i>*3 crushed, 6 waiting to be crushed, more possible in 2018</i>				

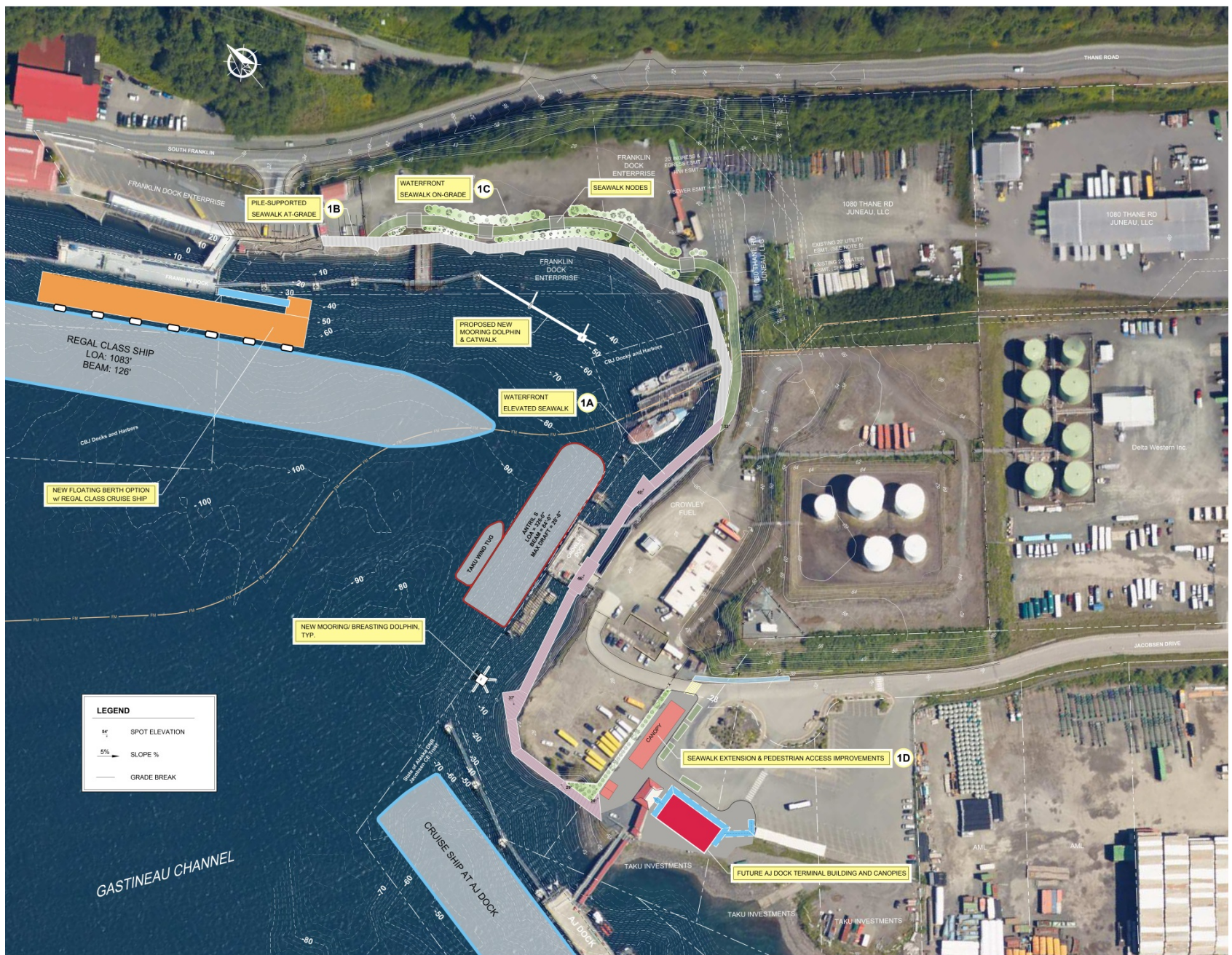
2. I recommend funding come from FY18 expected revenues and not draw on the existing Harbor Fund Balance which is \$ 1,285,517.

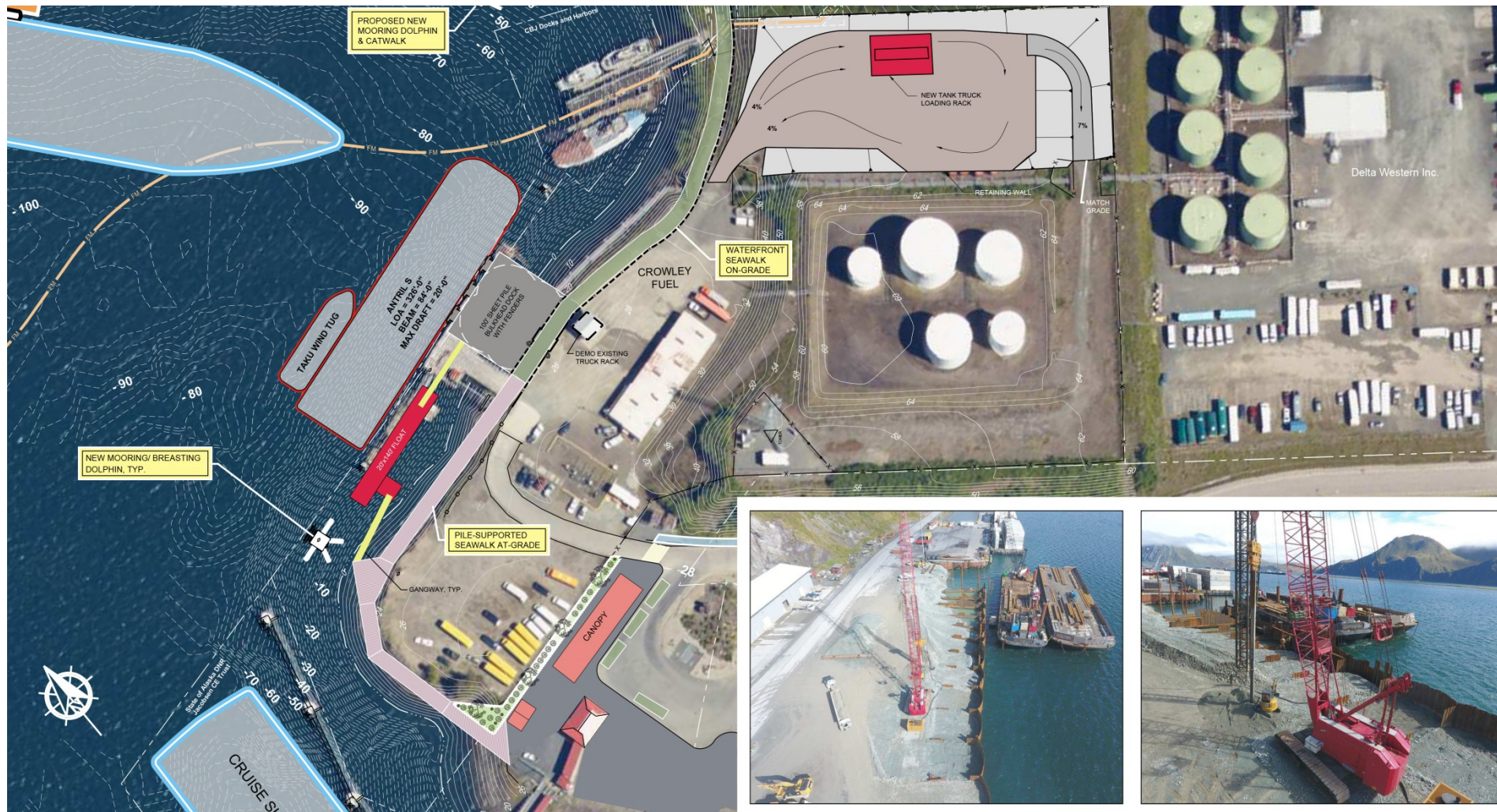
3. If the Board concurs, the Assembly must approve the Supplemental.

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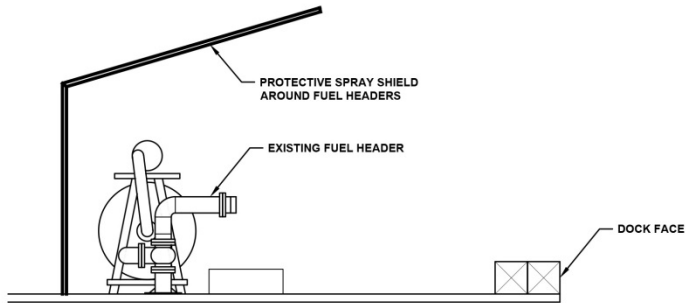
Juneau Seawalk Timeline



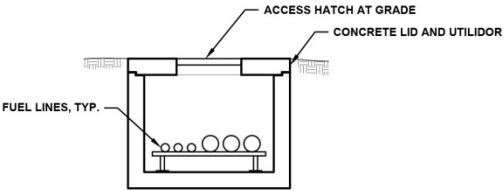




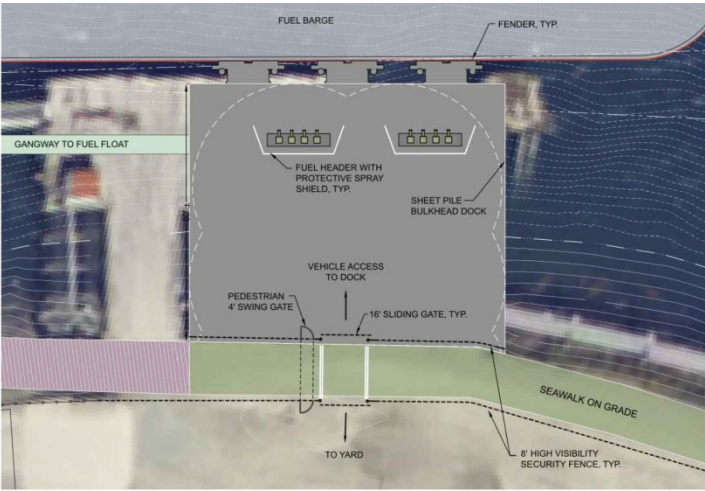
EXISTING FUEL HEADERS



PROTECTIVE SPRAY SHIELD AROUND FUEL HEADERS



FUEL LINE UTILIDOR SCHEMATIC



SHEET PILE BULKHEAD - CONCEPT PLAN



VEHICLE AND PEDESTRIAN SECURITY GATES

VANQUISH™ ClearVu Invisible Wall

VIRTUALLY
TRANSPARENT
PROTECTION

VANQUISH™ ClearVu Wall has a unique design process, which allows for maximum strength and durability while providing a virtually transparent wall around business perimeters, reducing the possibility of theft and damage to assets.



Internal fixtures make it virtually indestructible and the ideal option for business premises and large corporate environments.

As the world's original and only architecturally inspired see-through fence, ClearVu remains the specification of choice for leading security specialists.

Features

- Highly Transparent
- Cut and Climb Resistant
- High Strengths to Weight Ratio
- Long Life Cycle Material
- Virtually Maintenance Free
- More than 29 Design Registrations and Patents
- CCTV Optimization for Security Camera Monitoring
- Minimal Impact on Visual Appearance While Enhancing the Architectural Space

SECURITY FENCE

**LEASE FOR USE OF CBJ
PROPERTY AT AUKE BAY BOATYARD**

PART I. PARTIES. This lease agreement is between the City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska with its principle place of business at 155 S. Seward Street, Juneau, Alaska, 99801 (“CBJ”), and Harri Commercial Marine a division of Harri Plumbing & Heating, Inc., an Alaska corporation with its principle place of business at 809 W. 12th St, Juneau, Alaska, 99801 (“Lessee”).

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

CBJ:

City and Borough of Juneau
Attn: Port Director
155 S. Seward Street
Juneau, AK 99801
Phone: (907) 586-0294
Fax: (907) 586-0295
Email: Carl.Uchytel@juneau.org

Lessee:

Harri Plumbing & Heating Inc.
Attn: Jeffrey J. Duvernay
809 W. 12th St
Juneau, AK 99801
Phone: xx
Fax : xx
email xx

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

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

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

CBJ:

Date: _____

By: _____
Carl Uchytel
CBJ Port Director

CBJ 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 Uchtyl**, 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 execute 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 agreement is generally referred to as “the Premise” or “the Property.” The Premise is known as the Auke Bay Boatyard located near 13600 Glacier Highway (PIN 4B3101000035) and is more specifically described as follows:

- (A) A 0.83 acre portion of A.T.S. No. 1685 whose lease boundaries are demarcated by a row of Jersey barriers, a chain link fence and gate, the edge of asphalt pavement, and the inside edge of landscaping feature, as shown in **Exhibit A** attached hereto and incorporated in this lease.
- (B) The equipment and physical improvements listed on **Exhibit B** attached hereto and incorporated in this lease.

2. AUTHORITY. This lease is authorized pursuant CBJ Code Section 85.02.060(a)(5), CBJ Chapter 53.20; and CBJ Ordinance No. **2018-xx**. The Planning Commission recommended approval CSPxx, consistent with CBJ 53.09.260 at its meeting on **month, date**, 2018. At its meeting on **xx**, the Docks and Harbors Board recommended approval of this lease.

3. TERM. The parties agree that it was their intent to enter into this lease arrangement for the **x year** period starting April 10, 2018. Accordingly, the parties agree and intend that this lease shall be interpreted as having the effective date be retroactive to April 10, 2018. The parties agree and consent to being bound by the terms of this agreement as if it had been entered into as of April 10, 2018.

The term of the lease is five years and shall remain in effect until April 9, 2023, unless sooner terminated.

The CBJ grants the Lessee an option to renew this lease for one additional five-year term, with a maximum total term of 10 years. Lessee shall exercise this option by written notice given to the CBJ at least 90 days prior to expiration of the underlying lease term.

4. LEASE PAYMENTS

- a) Lessee shall pay the CBJ an annual lease payment for the Leased Premises. The annual payment for the initial five-year period shall be \$ **27,000 (twenty-seven thousand dollars)** plus any required tax.
- b) Lessee shall pay CBJ without demand, deduction or offset the monthly rental in advance or on the first (1st) day of each month during the Agreement. Payments for any partial month at the beginning or end of the Agreement term shall be prorated.
- c) If applicable and beginning with the first year after the initial five-year period of the term,

Docks and Harbors staff will re-evaluate and adjust the annual lease payment for the Leased Premises for the next year of this lease, pursuant to Appendix B, Section 3(b) of this lease, CBJ 53.20.190(2), CBJ 85.02.060(a)(5), and the Docks and Harbors lease administration regulations, 05 CBJAC Chapter 50. The new annual lease payment amount shall be paid retroactively to the beginning of that lease payment adjustment period. Lessee shall pay all appraisal costs associated with re-evaluating and making adjustments to the annual lease payment.

- d) CBJ's acceptance of less than the full amount of any payment due from Lessee shall not be deemed an accord and satisfaction or compromise of such payment unless CBJ specifically consents in writing to payment of such lesser sum as an accord and satisfaction or compromise of the amount which CBJ claims.

5. AUTHORIZED USE OF PREMISES. Lessee agrees to use the Leased Premises for operation of a boatyard service, repair, and storage facility, and marine haul-out, consistent with the **Operations Plan submitted by Lessee to the CBJ as part of its proposal for this lease dated October 31, 2007.** Lessee shall be responsible for obtaining all necessary permits and approvals for Lessee's development of the Leased Premises. Lessee is required to obtain approval of its construction plans from the City Docks and Harbors Board prior to the start of any construction.

Lessee agrees to return the Premises to its original pre-permitted condition. No other improvements or changes to improvements may be made on the permitted area unless first approved by the Port Director.

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

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

8. INSURANCE. The Lessee has provided certification of proper insurance coverage, including certificate(s) of insurance and amendatory endorsements or copies of the applicable policy language affecting coverage required in this agreement, to the City and Borough of Juneau, attached **as Attachment _____**. 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 Lessee to maintain the insurance required by this contract.

Lessee agrees, at its own expense, to maintain insurance as follows at all times while this

contract is in effect, including during any periods of renewal. The Lessee's insurance shall be primary and any insurance maintained by the CBJ shall be non-contributory. Any deductibles and self-insured retentions must be declared to and approved by the CBJ. The CBJ may require the Lessee to provide proof of ability to pay losses and related investigations, claim administration, and defend expenses within the retention.

Commercial General Liability Insurance. The Lessee must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against the Lessee. This amount must be at least \$1,000,000 per **occurrence**, and \$2,000,000 aggregate. **This insurance policy is to contain, or be endorsed to contain, additional insured status for the CBJ, its officers, officials, employees, and volunteers.** If Additional insured status is provided in the form of an endorsement to the Lessee's insurance, the endorsement shall be at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Workers Compensation Insurance. If required by Alaska Statute (*see* Alaska Statute 23.30), the Lessee must maintain Workers Compensation Insurance to protect the Lessee from any claims or damages for any bodily or personal injury or death which may arise from services performed under this contract. This requirement applies to the Lessee's firm, the Lessee's subLessees and assignees, and anyone directly or indirectly employed to perform work under this contract. The Lessee must notify the City 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 \$100,000 per injury and illness, and \$500,000 policy limits. Lessee also agrees to provide evidence of Longshore and Harbor Worker's Insurance and Jones Act coverage if applicable to the work required. **If the Lessee is exempt from Alaska Statutory Requirements, the Lessee must provide written confirmation of this status in order for the CBJ to waive this requirement. The Lessee grants a waiver of any right to subrogation against the CBJ by virtue of the payment of any loss under such insurance.** This provision applies regardless of whether or not the CBJ has received a waiver of subrogation endorsement from the insurer.

Comprehensive Automobile Liability Insurance. The coverage shall include all owned, hired, and non-owned vehicles \$1,000,000 combined single limit coverage.

Property Insurance. Lessee acknowledges that CBJ carries no fire or other casualty insurance on the 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 Premises, and adequate insurance to cover debris removal.

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

1. RESPONSIBILITY TO PROPERLY LOCATE ON LEASED PREMISES. As required by CBJ 53.20.160, it shall be the responsibility of Lessee to properly locate Lessee's improvements on the Lease Premises and failure to so locate shall render Lessee's liable as provided by law.

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

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

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

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

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

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

additional appraisal. In the event the Lessee disagrees with the lease rent adjustment, the lessee may appeal to the Assembly. The decision of the Assembly shall be final.

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

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

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

(f) **Cancellation and Forfeiture.**

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

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

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

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

(g) **Notice or Demand.** Any notice or demand, which under terms of a lease or under any statute must be given or made by the parties thereto, shall be in writing, and be given or made by registered or certified mail, addressed to the other party at the address of record. However, either party may designate in writing such new or other address to which the notice or demand shall thereafter be so given, made or mailed. A notice given hereunder shall be deemed

delivered when deposited in a United States general or branch post office enclosed in a registered or certified mail prepaid wrapper or envelope addressed as hereinbefore provided.

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

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

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

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

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

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

(n) **Renewal Preference.** Any renewal preference granted to Lessee is a privilege, and is neither a right nor bargained for consideration. The lease renewal procedure and renewal

preference shall be that provided by ordinance in effect on the date the application for renewal is received by the designated official.

(o) **Removal or Reversion of Improvement upon Termination of Lease.**

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

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

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

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

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

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

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

(t) **Use of Material.** Lessee of the surface rights shall not sell or remove for use elsewhere any timber, stone, gravel, peat moss, topsoils, or any other materials valuable for

building or commercial purposes; provided, however, that material required for the development of the leasehold may be used, if its use is first approved by the CBJ.

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

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

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

(x) **Maintenance of Equipment.** Lessee shall maintain all CBJ provided equipment in sound working order. Lessee shall maintain the>>>>

(y) **Stormwater Pollution Prevention Plan (SWPPP).** Lessee shall maintain and deliver to CBJ any updates to the SWPPP >>>

APPENDIX C: STANDARD PROVISIONS

(1) **Holding Over.** If Lessee holds over beyond the expiration of the term of this lease and the term has not been extended or renewed in writing, such holding over will be a tenancy from month-to-month only.

(2) **Interest on Late Payments.** Should any installment of rent or other charges provided for under the terms of this lease not be paid when due, the same shall bear interest at the rate established by ordinance for late payments or at the rate of 12 percent per annum, if no rate has been set by ordinance.

(3) **Taxes, Assessments, and Liens.** During the term of this lease, Lessee shall pay, in addition to the rents, all taxes, assessments, rates, charges, and utility bills for the Leased Premises and Lessee shall promptly pay or otherwise cause to be discharged, any claim resulting or likely to result in a lien, against the Leased Premises or the improvements placed thereon.

(4) **Easements.** Lessee shall place no building or structure over any portion of the Leased Premises where the same has been set aside or reserved for easements.

(5) **Encumbrance of Parcel.** Lessee shall not encumber or cloud CBJ's title to the Leased Premises or enter into any lease, easement, or other obligation of CBJ's title without the prior written consent of the CBJ; and any such act or omission, without the prior written consent of CBJ, shall be void against CBJ and may be considered a breach of this lease.

(6) **Valid Existing Rights.** This lease is entered into and made subject to all existing rights, including easements, rights-of-way, reservations, or other interests in land in existence, on the date of execution of this lease.

(7) **Non-Discrimination Laws.** Consistent with CBJ 41.05 and Title 18 of the Alaska Statutes, Chapter 80, Article 4 (Discriminatory Practices Prohibited), Lessee agrees not to discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, familial status, gender expression, or national origin, in connection with or related to the performance of this Agreement. In the event of Lessee's failure to comply any of the above non-discrimination covenants, CBJ shall have the right to terminate the lease.

(8) **Unsafe Use.** Lessee shall not do anything in or upon the Leased Premises, nor bring or keep anything therein, which will unreasonably increase or tend to increase the risk of fire or cause a safety hazard to persons or obstruct or interfere with the rights of any other tenant(s) or in any way injure or annoy them or which violates or causes violation of any applicable health, fire, environmental or other regulation by any level of government.

(9) **Hold Harmless.** Lessee agrees to defend, indemnify, and save CBJ, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to the use and occupancy of the Leased Premises by Lessee. This agreement to defend, indemnify, and hold harmless is without limitation as to the amount of fees, costs, expense, or damages resulting from settlement, judgment or verdict, and includes the award of any costs and attorney's fees even if in excess of Alaska Civil Rules 79 or 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this lease. The obligations of Lessee arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify Lessee in a timely manner of the need for indemnification, but such notice is not a condition precedent to Lessee's obligations and may be waived where the Lessee has actual notice.

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

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

