

CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING AGENDA
For Thursday, August 30th, 2018

- I. Call to Order** (5:00 p.m. in the CBJ Assembly Chambers)
- II. Roll** (Weston Eiler, Bob Janes, Mark Ridgway, David McCasland, Dan Blanchard
Jim Becker, Bob Wostmann, Budd Simpson and Don Etheridge)

III. Approval of Agenda

MOTION: TO APPROVE THE AGENDA AS PRESENTED.

IV. Approval of June 28, 2018 Board minutes.

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

VI. Special Order of Business

VII. Board Election of Officers

VIII. Consent Agenda –

- A. Public Requests for Consent Agenda Changes
- B. Board Members Requests for Consent Agenda Changes
- C. Items for Action

- 1. Auke Bay Boatyard Lease
Presentation by the Port Director

**RECOMMENDATION: TO APPROVE THE LANGUAGE OF A NEW 10-YEAR
AUKE BAY BOATYARD LEASE TO HARRI COMMERCIAL MARINE.**

- 2. Donation of 65 foot Gangway
Presentation by the Port Director

**RECOMMENDATION: TO TRANSFER THE FORMER 65 FOOT ADA RAMP TO
CBJ PARKS & RECREATION FOR THE PUBLIC USE IN LEMON CREEK.**

- 3. Purchase Option of Boat Shelter (AF-026)
Presentation by the Port Director

**RECOMMENDATION: THAT THE BOARD WAIVE IT RIGHT OF FIRST
REFUSAL TO PURCHASE BOAT SHELTER AF-026 OWNED BY WILLIAM
EDGAR & LINDA LANE**

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MOTION: TO APPROVE THE CONSENT AGENDA AS PRESENTED.

IX. Unfinished Business

1. Acceptance of \$140,000 ADOT Harbor Facilities Grant for Douglas Harbor
Presentation by Port Engineer

Board Questions

Public Comment

Board Discussion/Action

MOTION: TO RECOMMEND THE ASSEMBLY ACCEPT AN ADOT HARBOR FACILITIES GRANT FOR \$140,000 TO INSTALL ZINC ANODES AT MIKE PUSICH DOUGLAS HARBOR.

X. New Business

1. Cancellation of ATS 123 Lot 2 Lease
Presentation by the Port Director

Committee Questions

Public Comment

Committee Discussion/Action

MOTION: TO ACCEPT THE CANCELLATION REQUEST FROM NOWELL AVENUE DEVELOPMENT, LLC FOR LEASE OF ATS 123 LOT 2.

2. Bid Award - Downtown Waterfront Facilities Sheet Pile Wall Coatings Project
(DH19-001)
Presentation by the Port Engineer

Committee Questions

Public Comment

Committee Discussion/Action

MOTION: TO RECOMMEND AWARD OF THE DOWNTOWN WATERFRONT FACILITIES SHEET PILE WALL COATINGS PROJECT TO PURCELL P&C, LLC FOR \$260,000.

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3. FY2018 - Docks Enterprise Supplemental
Presentation by the Port Engineer

Committee Questions

Public Comment

Committee Discussion/Action

**MOTION: TO RECOMMEND THE DOCKS ENTERPRISE FY18 BUDGET BE
INCREASED \$35K FOR THE APPROVED BUDGET AND FORWARD TO THE
ASSEMBLY FOR APPROVAL.**

XI. Items for Information/Discussion

1. Review of Docks & Harbors ByLaws
Presentation by the Port Director

Board Discussion/Public Comment

2. Aurora & Harris Harbors – Maintenance Dredging
Presentation by the Port Director

Board Discussion/Public Comment

3. Aurora Boat Shelters
Presentation by the Port Director

Board Discussion/Public Comment

XII. Committee and Member Reports

1. Operations/Planning Committee Meeting- Wednesday, August 22nd, 2018
2. Member Reports
3. Assembly Lands Committee Liaison Report
4. Auke Bay Steering Committee Liaison Report

XIII. Port Engineer's Report

XIV. Harbormaster's Report

XV. Port Director's Report

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XVI. Assembly Liaison Report

XVII. Board Administrative Matters

- a. Ops/Planning Committee Meeting – Wednesday, September 19th, 2018 at 5:00pm
- b. Board Meeting – Thursday, September 27th, 2018 at 5:00pm

XVIII. Adjournment

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I. Call to Order

Mr. Donek called the Regular Board Meeting to order at 5:01 pm in the CBJ Assembly Chambers.

II. Roll Call

The following members were present: Weston Eiler, Don Etheridge, Bob Janes, David Lowell, Mark Ridgway(via phone 5:10 pm), David Seng, Budd Simpson, and Tom Donek.

Absent: Robert Mosher

Also present were the following: Carl Uchtyl – Port Director, Gary Gillette – Port Engineer, Dave Borg – Harbormaster, Matt Creswell – Deputy Harbormaster, and John Osborn – Harbor Operations Manager.

III. Approval of Agenda

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

Motion passed with no objection.

IV. Approval of May 30th Strategic Retreat Board Minutes, May 31st Regular Board Minutes and June 8th Special Board minutes.

Hearing no objection, the May 30th Strategic Retreat Board Minutes, May 31st Regular Board Minutes, and June 8th Special Board minutes were approved as presented.

V. Public Participation on Non-Agenda Items

Levon Alexander, Juneau, AK

He said he is here to talk about the vessel disposal fee. He said he needs to dispose of his vessel and he has paid approximately \$1800 in disposal fees and he wants some assistance in getting rid of his boat. He is asking the Board what is going on with that?

Mr. Borg said he brought Mr. Alexanders request to the last OPS/Planning meeting and there was some discussion about this topic. After the meeting he talked to Mr. Alexander and explained the situation and he is here because he is not happy with not getting any help with the disposal of his vessel. Mr. Borg said he explained that the \$.25 per foot vessel disposal fee is basically a fine because you do not have insurance on your vessel. It is a pot of money that is used on vessels that need to be disposed that people have abandoned.

Mr. Donek asked if Mr. Alexander was objecting to the \$.25 surcharge?

Mr. Alexander said no not necessarily but for me to haul my vessel to the dump it would cost about \$1800 and he has paid \$1800 over the years just for this kind of thing. What is the point of paying this fee in the first place if he is not able to dispose of his vessel when it is necessary and it is necessary in this case because it is a wooden vessel 50 years old. He said he could take it and

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put it on the grid and chop it into pieces and put it in Docks & Harbors dumpster. It is a lot more work and he will do that if that is what he needs to do.

Mr. Donek asked if he is asking Docks & Harbors to pay the \$1800 to dispose of his vessel.

Mr. Alexander said he is because he paid the fee. If Docks & Harbors doesn't pay for the disposal, what did he pay the fee for? He paid this fee for years and assumed it was vessel disposal if necessary.

Mr. Simpson said the Board instituted this \$.25 cents fee for those vessels that were uninsurable in lieu of insurance. The name "vessel disposal fee" is not totally accurate for what the purpose of this fee is. Essentially this was to create a fund to indemnify the department in case a derelict vessel sank in the harbor and it didn't have insurance and the Harbor Department had to take care of it. The issue is the name of the fee.

Mr. Donek said this is not a fee paid to Docks & Harbors so they can dispose of your vessel.

Mr. Janes asked if the revenue collected from this fee runs in the red or black?

Mr. Borg said he has disposed of approximately 15 boats this year at about \$120,000. We are in the red. This fee brings in about \$16,000 per year and we go through that quickly. The boat we have to dispose of is lost revenue.

Mr. Donek said to Mr. Alexander that this is not a fee Docks & Harbors is going to use to dispose of his boat and it is his problem.

Mr. Alexander said than you should rename the fee. If this is a penalty for not having insurance than that should be the name.

Mr. Donek said the name change is something the Board should discuss at a future OPS/Planning meeting.

5:10 Mr. Ridgway joined the meeting.

VI. Special Order of Business

Mr. Uchytel presented a certificate to Mr. Raymond for responding to a 3 am fire on the sailing vessel Amber in Aurora Harbor on May 3rd, 2018. He called authorities to report the fire, made sure no one was on the vessel, and then collected four large fire extinguishers to attack the blaze. His quick response resulted in extinguishing the fire even before emergency personnel arrived on the scene. This saved the vessel from further damage and also adjacent vessels and our harbor floats infrastructure.

VII. Consent Agenda

- A. Public Requests for Consent Agenda Changes – None
- B. Board Members Requests for Consent Agenda Changes –
Mr. Simpson Recused himself from #1 Direct Negotiation Sales Agreement.

C. Items of Action

- 1. Direct Negotiation Sales Agreement.

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RECOMMENDATION: THE ASSEMBLY PROVIDES AUTHORIZATION TO COMMENCE DIRECT NEGOTIATIONS TO ADVANCE A PURCHASE AND SALES AGREEMENT WITH ARCHIPELAGO PROPERTIES, LLC IN ACCORDANCE WITH 53.09.260(A).

2. Visitor's Center Kiosk

RECOMMENDATION: TO DIRECT STAFF TO ADVANCE THE FINAL DESIGN OF A NEW VISITOR'S CENTER KIOSK.

3. Auke Bay Boatyard – Appraisal

RECOMMENDATION: TO ACCEPT THE AUKE BAY BOATYARD APPRAISAL

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

Motion Passed with no objection.

VIII. Unfinished Business –

1. Transportation Staging & Open Space Deckover Project Review

Mr. Simpson recused himself from this topic.

Mr. Gillette showed a power point presentation update on the Archipelago property waterfront improvements and cost estimates provided in a separate handout.

Board Questions-

Mr. Etheridge asked when this would go before the Assembly?

Mr. Uchytel said July 11th is the Committee of the Whole meeting. PND will provide other drawings for the presentation to the Assembly. He said there are a lot of things that need to fall into place to make this work, funds transfer from 16B, authorization from the Assembly for direct negotiations for land sale, finalize the Purchase And Sale Agreement (introduced at the July 23rd Assembly meeting and action item on August 13th meeting), other requirements from the planning commission, and we also need to get a conditional use permit.

Mr. Seng asked about the 16' x 144' canopy structure in the staging area in the plan if it was drawn to scale? Is the canopy envisioned to be a space that buses would pull under and how tall is the canopy structure going to be?

Mr. Gillette said the vehicles that are going to use this lot are the airporter type buses. The canopy at the CT lot is high enough that when a motorcoach pulls up it is above the motorcoach. We are not at that level of design but it will be enough that they won't hit it but also get as much protection as possible.

Mr. Seng asked what the use of a tower on the covered shelter design would be?

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Mr. Gillette said the original idea was that it would attract people and it would act as a gateway, but we are not sure if we will have a tower. Again, we have not gotten to that level of detail yet.

Mr. Seng said with a project of this magnitude, he wants to make sure that things that can be reduced without reducing the overall utility or appearance or overall attractiveness of the area are.

Mr. Lowell asked if PND considered an open cell type structure above the existing timber wharf.

Mr. Gillette said yes. We did look at the open cell concept and one of the concerns was if the soil underneath would hold it. This would take some extensive geotech work and we didn't have the funds available. It was decided the decking and piling would be easier and awash in terms of cost.

Mr. Janes said there is going to be a lot of requests for the timber deck open space for commercial use and that will need to be addressed in the future.

Mr. Gillette said when the Urban Design Plan was developed, public open space was at the top of what the Board and public thought was important. The development proposed by Archipelago is a dense commercial development and one of the attractions is people coming through the site and feeding this commercial area. They are providing spaces in their area for incubator businesses which people have said is important. It is like what is currently on the Archipelago lot. The difference is businesses will not be allowed to put up a plywood shack and visqueen. The small buildings will be developed within the complex to rent out. He said everytime staff has promoted commercial use of Docks & Harbor property, we have heard from other business owner that we should not be competing with private businesses. Archipelago property wants that inserted into the PSA that we will not develop commercial enterprises competing directly with them. They want to see a waterfront attraction that will help to bring people downtown in the off season. This area may be a space for street performers. The idea is to create a town center.

Mr. Ridgway said he does not think the open space and the incubator businesses which are about 6' x 6' in this design what the public envisioned.

Mr. Gillette said the incubator spaces are 10' x 10' and that is pretty close to what some of the buildings are currently. Morris is also planning on adding space inside the buildings.

Mr. Ridgway said he would not say that the deck over and incubator space in this plan match what people envisioned as open space or the incubator space when they voted on these.

Mr. Eiler asked what the net land trade is for this project?

Mr. Gillette said he doesn't know exactly. Based on the appraisal we are in the \$2M dollar range.

Mr. Uchytel said CBJ owns .4 acres and Archipelago owns 1.2 acres. The assessed value of the Archipelago property two lots is approximately \$9.5M.

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Public Comment-

Kirby Day, Juneau, AK

He said when the City began the 16B project, he came to the Docks & Harbors and said the project was great but there needed to be a more efficient way to move people off the waterfront because of the larger ships. This transportation aspect fits what has been talked about for the last seven years. Everyone knew we would need some kind of transportation hub. There is about a 7% increase this year and 12% increase next year. The Morris Communication piece of this project is ideal. There has been a dirt lot there for 30 years. There concept with a free flow through will take a lot of pressure off downtown sidewalks and the seawalk. He believes it will spread out the impact of the additional passengers and be a really good development. He asked if there was any plan for the side of the parking garage? He suggested a mural.

Mr. Eiler asked if the parking area in this plan meets TBMP and the operators general needs? Is the B-zone parking all we should be looking at or are there other trends on the horizon we should know about?

Mr. Day said he believes it does meet the needs of TBMP moving the people quickly and efficiently and not having a back up of vehicle traffic because there isn't enough space to get to the people. In terms of the space, Docks & Harbors staff has talked to the transportation companies and because of the bus size changes, airporter style busses will fit in this space but they hold about 22 passengers so the regulation will need to be changed to allow a 22 passenger bus in a B-zone area. He thinks this will be good.

Board Discussion/Action

Mr. Donek asked staff what motion is needed from the Board?

Mr. Uchytel said the Assembly authorized to move forward with \$200,000 and bring back a cost estimate for the project. This is the cost estimate. He would like the Board to approve the general direction. There is still a lot more to be worked out, but we are not there yet with the resources we had.

Mr. Seng commented to focus on the investment and the overall result rather than get over focused on \$20M for some parking and deck. He recommends moving this forward to the Assembly for review and approval.

Mr. Janes said he is aware of the need for parking. He recommends staff move forward and prepare for Assembly presentation.

Mr. Eiler suggested to tighten up the numbers more before staff takes this to the Assembly. Even if it is just adding land acquisition costs breakdown. He commented to maybe put the Juneau Memorial on the barren side of the parking garage.

MOTION By MR. ETHERIDGE: TO DIRECT STAFF TO MOVE FORWARD TO THE ASSEMBLY WITH THE TRANSPORTATION STAGING AND OPEN SPACE DECK OVER PROJECT REVIEW AND ASK UNANIMOUS CONSENT.

Mr. Simpson abstained from this item.

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Motion passed

2. Marine Park – Taku Uplands Improvement – Transfer Authorization

Mr. Simpson recused himself from this item.

Mr. Uchytel said staff wants to move money left over from the 16B project into another CIP project, Marine Park to Taku Uplands Improvements. The difference from the memo that went to the OPS/Planning Committee is paragraph three which was added to suggest that this project is not new and has been around for nearly a decade. Staff asked the Assembly to purchase the Archipelago property back in 2012.

Board Questions-

Mr. Ridgway asked what the asking price was for the Archipelago property in 2012?

Mr. Gillette said it was around \$11M.

Mr. Ridgway asked if the City was offered the entire property for \$11M?

Mr. Uchytel said over the years there has been portions purchased but because of the 16B project and the Seawalk, there was never a serious offer made for purchase that he is aware of.

Mr. Ridgway asked if there is a plan B to purchase the whole property?

Mr. Uchytel said if the major development fell apart, we could maybe purchase Lot Two to develop but it has not been discussed because staff has been focused on developing both lots concurrently with the retail side and public purpose side.

Public Comment-None

Board Discussion/Action

MOTION By MR. ETHERIDGE: TO RECOMMEND THE ASSEMBLY PWFC TRANSFER OF \$3,310,000 FROM CRUISE BERTHS CAPITAL IMPROVEMENT PROJECT (H51-101) TO THE MARINE PARK – TAKU UPLANDS IMPROVEMENT CIP (H51-116) AND ASK UNANIMOUS CONSENT.

Mr. Simpson Recused himself from this topic.

Motion passed

3. Purchase & Sales Agreement – Transportation Staging & Deckover

Mr. Simpson Recused himself from this topic

Mr. Uchytel said with receiving the updated costs on this project yesterday, he continues to work on this item with the Finance Director to make sure Docks & Harbors has enough funds to move this forward. He received comments from the Archipelago group about their position on the construction of the retaining wall and the site preparation of the uplands by CBJ. Their position is they are allowing CBJ to mobilize from the uplands as a construction easement as opposed to requiring CBJ to use a mobile marine crane will result in a certain amount in

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savings not having to construct from a barge. The Archipelago group can argue that they have been somewhat harmed in their design efforts because CBJ has expanded the footprint making the bus staging larger requiring their development to go from three buildings to two buildings and will lose approximately \$150,000 in the year we construct our portion due to the loss of leases with the food vendors. They will also argue with allowing the public portion to go first it will delay revenue producing retail space. They could lose approximately \$1M in revenue by the delay allowing CBJ to construct first. This is also being reviewed by CBJ Law.

Board Questions-

Mr. Eiler asked if the property lines in the exhibits are still being defined?

Mr. Uchytel said Horan & Company, our term contract appraiser, will need to look at the property lines and review the Purchase and Sale Agreement to see how that affects the revalue. This needs to be complete before the meeting with the Assembly so we have a good understanding of the appraised value. Mr. Horan will be in Juneau tomorrow to look at CAD drawings of the wall to see how it affects the uplands and tidelands value of the property.

Public Comment-None

Board Discussion/Action

Mr. Donek asked Mr. Uchytel what action he needed from the Board?

Mr. Uchytel said none at this time.

Mr. Eiler said it is important to drill down into this Purchase Agreement in terms of the language and not just the cost shares and the building. Next time this is discussed he would like CBJ Law in attendance and talk about future improvements on the public portion of this project. The current draft put forward gives the Archipelago properties preemption over any future use that the City has on our own land. He believes this concept needs vetting before it is recommended.

No Motion

Mr. Simpson Recused himself from this topic.

4. LUMBERMAN Update

Mr. Uchytel said Aaron Timeon is here from DNR to meet with the Board and give the DNR position on dealing with abandoned derelict vessels on their jurisdictional land. Mr. Uchytel said he was on Action Line yesterday and when asked about the Lumberman, he said the position he is taking is jurisdictions matter and there is a reason why there is State, Federal and local jurisdictions which is how our society is set up. Right now, the Lumberman is not in our jurisdiction, there is still an owner, and it is currently resting on DNR land.

Aaron Timeon, works at DNR in the Division of Mining, Land and Water (DMLW) in the Southeast Region in the Land Office.

He provided the Board with some history of the Lumberman;

The Lumberman is 107' steel hull vessel with a net tonnage of 130 Tons. The vessel was moored on CBJ Tidelands. CBJ contacted the former owner directing them to move the

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Lumberman. The Lumberman transferred ownership in 2017 and again CBJ Docks & Harbors directed the owner to relocate the Lumberman off its tidelands. The US Coast Guard assessed the vessel in 2017 and they confirmed that this vessel was an eminent and substantial threat to pollution and they contracted Global Diving to remove the pollutants. On May 12th, the Lumberman broke free of its moorage from CBJ Tidelands and now is on state lands. He said he had a meeting in May with the Harbormaster and the Coast Guard. The Coast Guard does not see this vessel as an immediate emergency nor a hazard to navigation where it sits so they are out of the loop now as trying to deal with this. Additionally they don't have a vessel capable in Juneau to control the Lumberman if it starts drifting again. Sitting on state owned lands it only has one anchor left. It had two when it was on CBJ tidelands. With only the one anchor, it rotates and twists. If this breaks, the Lumberman will be set free and can be a wrecking ball. The Coast Guard can't respond to it because they don't have a vessel capable to handle the vessel size. The Lumberman poses a threat to infrastructure in and along the channel including, DIPAC, Petro Marine, the bridge and any other vessels anchored out in the channel as well as the breakwater and the Harbor. The Lumberman has a slow leak and oily bilge with a couple of feet sitting in it and no pump actively running to keep the water out. The Lumberman has no engine and is basically slowly sinking. DMLW has been unsuccessful with attempts to communicate with the individual owner of the vessel. The Lumberman will likely sink or move at some point because of the tidal effects. Mr. Timeon said DNR does have a current estimate to move the vessel and dispose of it from Channel Construction at \$200,000. This is cheaper than if the vessel were to sink. The Tug Challenger was a similar size tug with a wood hull and the Coast Guard paid \$1.7M to lift and dispose of it. DMLW Southeast Region Land office does not have the funds to remove and dispose of this vessel. We are looking into funding sources for removal and disposal of this vessel but there is nothing firm on this. DMLW sees this as more than just a state issue. This is a vessel that poses a threat to infrastructure in and along the channel. It has the potential to break free and drift anytime. We request the Board look at their budget and see if there is any funds or resources they could apply toward the removal and disposal of the Lumberman. Maybe this could include a request to the Assembly for funds.

Board Questions-

Mr. Seng said we all understand tight budgets and not having money ear marked for unplanned events. He understands DMLW's position to ask the City for help however, the reverse question is when the Lumberman was on CBJ lands and we knew there was an issue that needed to be addressed, would it have made sense for CBJ to come to the State of Alaska and say that the Lumberman could be a problem and could end up a DNR problem and would you guys like to participate and help CBJ pay for remediation of this problem.

Mr. Etheridge asked about the Liability. If Docks & Harbor finds some money and contributes, who still has the liability if the owner comes back after it is destroyed and says that was a \$2M dollar boat and wants paid for it?

Mr. Timeon said currently the ownership remains with the owner or responsible party. If DMLR does go the route of removal and disposal, we would take possession of the vessel. We would trespass it and do the 30 day notice process.

Mr. Etheridge asked if at that time DMLW would have the liability.

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Mr. Timeon said that is correct.

Mr. Eiler said the comment if it breaks free and is floating, what is the response?

Mr. Borg said who makes the call? If it is a danger to the waterways and infrastructure, it is a Coast Guard issue but what do we do now? He has nothing capable to tow the Lumberman. When this came about before, he told the Coast Guard he has no place to put it other than the Douglas breakwater at that point they did not want to be involved anymore because they have no way to fund a tug or private entity. He said he has not made arrangements with a contractor to dispose of this vessel.

Mr. Timeon said it comes down to response. If it does break lose, will we be able to get something quick enough to stop it. If the City see this as a big enough risk to go ahead and mitigate it before something happens.

Mr. Eiler asked what DNR's thought is in terms of starting the trespass notice.

Mr. Timeon said we are holding right now. That is something we would move forward with if we had funds to remove and dispose of the vessel. It doesn't make sense to take possession of it if we don't have a plan in place to remove it.

Mr. Seng said there are multiple parties involved that are aware there is a potential for hazard. Is there any kind of liability that could be imposed on the City or State for not addressing an acknowledged potential hazard? Right now no one wants to touch it first and if something does happen is there jeopardy for not doing anything?

Mr. Uchytel said we need to step back and look at the policy. The Coast Guard is responsible for safe navigation on the waterways. He finds it hard to believe they would shirk that duty. There are tugs in town that can handle a 130/ton vessel. No one wants to touch it because if you touch it you own it and have to pay upwards of six figures if not \$200,000.

Mr. Ridgway asked if DNR has explored other ways or ideas of disposing of the Lumberman other than the one quote?

Mr. Timeon said DNR just has the one quote from Channel Construction to remove and dispose of the Lumberman. That would involve towing it to Hoonah. He has also been working with Global Diving and Salvage and he has not heard if they would be able to dispose of the vessel in town.

Mr. Ridgway asked if Mr. Timeon has any experience with reefing a vessel?

Mr. Timeon said we don't allow that on state lands. In order to sink it in federal waters, it ends up being more costly. It requires full EPA guidelines as far as striping the vessel and you have to be at least 12 miles off shore and that is quite the tow from Juneau.

Public Comment-

Dennis Watson, Juneau, AK

He said someone should put a what if plan together. If something happens and there is no plan it is going to be embarrassing when something happens. The City will be pointing their fingers

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at the Harbor Department regardless of who's property it is sitting on. He said what happens if this goes back to the City property and then it is the City's problem. It is important to put a plan together and have guidelines so this doesn't happen again.

Board Discussion/Action

Mr. Uchytel said since the Lumberman showed up, we have been proactive with establishing an anchoring out regulation to prevent this from happening again. These vessels move around from area to area and the State should be more proactive in dealing with vessels like this.

Mr. Lowell said considering DNR has identified a multitude of liability associated with the vessel and the fact that it is on their land, there should be some plan put in place for them to protect the community from that hazard. He has a tough time hearing that they just don't have money to take care of this hazard. He appreciated Mr. Timeon coming to the Board and asking for help. He encouraged Mr. Timeon to put a plan together in the event an emergency happens so the quickest response can be accomplished.

Mr. Donek said the big problem is that the Lumberman is not on our property and not our jurisdiction. He encouraged the state to start the trespass procedure and to do what needs to happen to be able to seize it. After that process, then we can talk.

Mr. Janes recommended to establish an emergency response plan in the event the vessel breaks free to prevent any damage.

Mr. Eiler recommended to partner with the state to resolve this issue with a plan. He encourage DNR to get the trespass process started for the Lumberman.

Mr. Donek said the Board had just established the anchoring out regulation so we could take action. That was what we were prepared to do when it broke loose and now it is a jurisdictional issue. This needs to be addressed by DNR sooner rather than later.

No Board Action

6:52 Break

7:03 Return

IX. New Business –

1. Adoption of Resolution for the Juneau Marine Service Center and application for BUILD Transportation Discretionary Grant.

Mr. Uchytel said this was presented at the last OPS committee for Juneau Marine Services Area BUILD Grant. The reason for the motion was so the Assembly could take action on Monday. Now we have an Assembly Resolution to attach to our Grant Application that is due July 18th. In speaking with our lobbyist who evaluated the three grants that were submitted on a previous attempt to receive a grant, this grant has the best opportunity for success. He still plans to apply for the other two BUILD grants but he is not expecting to be successful.

Board Questions - None

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Public Comment-None

Board Discussion/Action

MOTION By MR. SIMPSON: TO ADOPT A RESOLUTION IN SUPPORT OF THE JUNEAU MARINE SERVICE CENTER AND APPLICATION FOR BUILD (BETTER UTILIZING INVESTMENT TO LEVERAGE DEVELOPMENT) TRANSPORTATION DISCRETIONARY GRANT AND ASK UNANIMOUS CONSENT

Motion passed with no objection.

2. Adoption of Resolution for the Auke Bay Non-Motorized Coastal Transportation Link and application for BUILD Transportation Discretionary Grant.

Mr. Eiler recused himself from this topic.

Mr. Uchytel said we will submit an application for this grant but not expecting to be successful.

Board Questions – None

Public Comment – None

Board Discussion/Action

MOTION By MR. SIMPSON: TO ADOPT A RESOLUTION IN SUPPORT OF THE AUKE BAY NON-MOTORIZED COASTAL TRANSPORTATION LINK AND APPLICATION FOR BUILD (BETTER UTILIZING INVESTMENT TO LEVERAGE DEVELOPMENT) TRANSPORTATION DISCRETIONARY GRANT AND ASK UNANIMOUS CONSENT SUBJECT TO MR. EILER'S ABSTENTION.

Motion passed with no objection

3. Adoption of Resolution for Aurora Harbor Phase III ADOT Harbor Grant.

Mr. Uchytel said again staff will submit an application for this grant but we still need to obtain a waiver from DOT to apply because it is incumbered with phase II. We had money left over so we decided to add the zinc anodes for phase I and II so this is not closed out. The waiver is needed because you can't apply for a Harbor grant if a project has not been closed out yet. This application is due August 1st.

Board Questions - None

Public Comment-None

Board Discussion/Action

MOTION By MR. SIMPSON: TO ADOPT A RESOLUTION FOR THE THIRD PHASE OF AURORA HARBOR REBUILD PROJECT AND FINANCIAL COMMITMENT OF \$2,000,000 TO APPLY FOR AN ADOT HARBOR GRANT AND ASK UNANIMOUS CONSENT

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Motion passed with no objection.

X. Items for Information/Discussion

~~1. Potential Reuse/Donation to Rotary of ADA Ramp~~

2. New Board Year Planning

Mr. Uchytel said this is an opportunity for the Board members to begin the discussion on how the Board wants to be organized with the new Board year and decide what committees you want. He also asked the Board what the best way to communicate for quorum purposes was.

Board Discussion/Public Comment –

Mr. Simpson thanked the out going members for all their work and welcomed the new members in the audience. Board organization should be determined with the new members and so that should be discussed at the next OPS/Planning meeting.

Mr. Eiler recommended for Board members to think about what role if any of the Finance Committee.

Mr. Simpson asked if it would make sense to have the Finance Committee as an adhoc Committee.

Mr. Eiler asked when the budget timeline is?

Mr. Uchytel said it starts in January and goes before the Assembly in April.

Mr. Eiler recommended to do a review of the Board Bylaws and Title 85.

XI. Committee and Member Reports

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

Mr. Simpson reported the Committee;

- Allocated funds for the Visitors Kiosk.
- Looked at the appraisal for the Auke Bay Boat Yard for establishing a fair market value for the rental which was accepted for \$36,000 annually.
- Looked at Archipelago and waterfront issues to move those forward
- Urban Design Plan
- \$3.3M transfer that was discussed at this meeting
- Resolution to support the Fisheries Terminal

2. Member Reports –

Mr. Seng said he sent a letter to the Assembly, Mr. Uchytel, and the Board Chair Donek. He said he will be unable to fill his entire term on the Board because he is relocating to Helena, Montana for a new job. He will work until the end of July.

3. Assembly Lands Committee Liaison Report-

Mr. Eiler said they have been looking comprehensively at a variety of issues they have had. They have an easement land exchange and looking at land conveyance at Indian Point.

4. Auke Bay Steering Committee Liaison Report- No Report

XI. Port Engineer's Report –

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Mr. Gillette said his report was in the packet. Highlights of his report;

- Statter Harbor Master Plan Phase III, we have now received the 95% design for phase III(a) which is the blasting, dredging, and retaining wall portion. Staff is reviewing this and will be meeting with PND the 2nd week in July to go over our comments. PND will then produce the final contract documents. The idea is to get this out to bid as soon as we receive our permits. Phase III(b&c), the contracts have been extended to start working on this, (b) is the design of the floats and (c) is the uplands and restrooms.
- Harris Harbor restroom and showers are complete and being used.
- DNR land survey for ATS1700 is complete. This is the area that was conveyed for the Statter Harbor Launch Ramp.
- Taku Harbor repairs are complete and looks great.

XII. Harbormaster's Report –

Mr. Borg reported;

- Harris bathrooms are open and all are happy.
- Gillnet fleet is in town and seiners coming in also. It is going to be really busy in the harbors for the next couple of months.
- Staff is supporting JPD for fireworks/Lou McCall and manpower
- Both pontoons will be open on July 3rd for fireworks so we will have staff working late.

Mr. Janes asked when the new float at the Marine Station was going to be open?

Mr. Borg said after August 15th.

XIII. Port Director's Report

Mr. Uchytel asked if at the next OPS Committee meeting was going to be the election for leadership?

Mr. Simpson said it can be discussed at the next OPS Committee meeting.

Mr. Uchytel showed a Lucity tracking sheet on work orders. Keeping track of staff time and efforts.

Mr. Uchytel thanked Mr. Seng and Mr. Donek for their times on the Board.

XIV. Assembly Liaison Report –

Mr. Edwardson thanked the outgoing Board Members. On the 11th of this month, the Assembly held interviews for Board members and they chose Jim Becker, Dan Blanchard, and Dave McCasland. He provided a review of things accomplished by the outgoing members;

- Statter Harbor Rehab
- Aurora Harbor
- Douglas Dredging
- Regulations package on general allowed usage
- Urban Design plan (ongoing project)

He said he understands the difficulties and complexities of dealing with maritime, harbor, enforcement, cruise ship, and land issues all at the same time and the difficult points where they

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intersect. He appreciates the Board members work and the Assembly appreciates the work and thanked the members for their service.

XV. Board Administrative Matters

- a. Ops/Planning Committee Meeting – Wednesday July 18th, 2018 at 5:00pm
- b. Board Meeting – Thursday, July 26th, 2018 at 5:00pm

XVI. Adjournment – The regular Board Meeting adjourned at 7:35 pm.

**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: 907-586-3190
Fax : 907-586-4129
email: jeff@harriplumbing.com

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 CSP 2014-0025, consistent with CBJ 53.09.260 at its meeting on February 10th, 2015.** At its meeting on **August 30th, 2018** 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 **10 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 \$ **36,000 (thirty-six 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 February 18th, 2018. 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 noted in Exhibit B in sound working order. Lessee shall maintain the Sea-Lift Model 45 in accordance with KMI Sea-Lift/ Krause Manufacturing recommended annual maintenance plan. Lessee shall annually on July 1st provide CBJ with maintenance records of services provided.

(y) **Training Records.** Lessee shall maintain training records for all employees who are qualified to operate the KMI Sea-Lift Model 45. Records shall include but not limited to formal training received by the manufacturer and relevant on the job experience in hauling vessels out using the apparatus. The training records shall be made available to CBJ upon request.

(y) **Stormwater Pollution Prevention Plan (SWPPP).** Lessee shall maintain the SWPPP on premise as required. Annually, on July 1st, lessee shall provide CBJ with a current SWPPP with modifications noted per Part 8.4 of the 2015 MSGP (Multi-Sector General Permit).

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.

Exhibit B - Equipment Inventory 8/2/2018

1. Sealift Boat Lift Model 45
2. Wash-down containment Pad system with Filtration trailer
3. 125 Portable Boat Supports

Operations Plan

We intend to operate this facility as a primary business rather than as a satellite of our downtown boatyard as we have done previously. While we conduct business as a single company and share operational resources between all of our operations, this boatyard will be run by a fulltime manager. We intend to operate the facility on a full time basis from March through October, and adjust the hours as required in response to the fluctuating demand for services in the winter. We will make every effort to remain open on a full time basis year round.

We intend to offer a full array of services at this location and will allow outside contractors to perform work on the premises provided they meet CBJ insurance coverage requirements and adhere to our boatyard best management practices. We plan to operate this facility year round with two full time positions and fill in as necessary from our downtown operation.

Services to be provided by Harri Commercial Marine:

- Hauling and pressure washing of boats
- Hull cleaning, prep and paint
- Zinc replacement
- Welding and fabrication
- Shafting and propeller repair and replacement
- Fiberglass hull repair
- Retail sales (ships store)

Services to be provided by qualified outside contractors

- Electrical systems installation and repair
- Hydraulic systems installation and repair
- Diesel and gasoline engine service and repair
- Outboard motors and out-drive service and repair
- Shipwright repair of wooden vessels



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: Dock & Harbors Operations-Planning Committee
Date: August 16th, 2018
Re: Donation: 65 Foot Gangway

1. At the July 18th Operations-Planning Committee meeting, Rotarian Kim Kiefer presented a request for donation of the 65 foot ADA ramp which was previously used along the downtown Seawalk. After improvements (completed in January) to the Seawalk which reduced the deck slope, this gangway is no longer necessary to comply with American Disability Act requirements. The four Juneau Rotary Clubs and Rotaract are in the process to improve a trail in the Lemon Creek area and the 65 foot ramp could be used to span one of three creeks.
2. The Operations-Planning Committee provided direction to Docks & Harbors staff to work towards transferring the gangway for the project. A new gangway is estimated to be valued at \$40K-\$50K. The existing 15-year old gangway is in excellent shape as it was never exposed directly to saltwater and may have a resale value of \$15K-\$20K. Pursuant to CBJ Code 53.50.210, the gangway may be transferred to a charitable organization if the city manager determines that it is in the best interests of the public and the estimated value of the property does not exceed \$50,000.
3. After the July 18th meeting, CBJ Parks & Recreation and Trail Mix approached Docks & Harbors indicating their involvement in the Lemon Creek project, as well. Conversations with CBJ Law have indicated that the simplest process to move forward with the gangway donation is an inter-department transfer to CBJ Parks & Recreation.
4. I recommend transfer the 65 foot gangway, which is currently excess to the needs of Docks & Harbors, to CBJ Parks & Recreation.

#



Port of Juneau

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

From: Carl J. Uchytel
Port Director

To: Docks & Harbor Board

Date: August 1st, 2018

Re: BOAT SHELTER – FOR SALE

1. In accordance with 05 CBJAC 40.020, Mr. William Edgar and Ms. Linda Lane has provided notice of their intentions to sell Boat Shelter (AF-026) in Aurora Harbor. Docks & Harbors has the first right of refusal to purchase this structure at fair market value.
2. The applicable “Boat shelter sales” regulation states:

05 CBJAC 40.020(f) - Boat shelter sales. Reserved moorage status within a boat shelter may transfer between the seller and buyer of a boat shelter. In order to transfer the reserved moorage status within a boat shelter, the owner of a boat shelter shall inform the Port Director of the owner's desire to sell a shelter before offering the shelter for sale to the general public. The Docks and Harbors Board has the first right of refusal to purchase the shelter at fair market value. If the Board does not exercise its first right of refusal within 30 days after notice, the owner may offer the shelter for sale to the general public. If the owner sells the shelter without informing the Port Director and allowing the Docks and Harbors Board its first right of refusal, the reserved moorage within the shelter will not transfer to the buyer. This subsection does not allow an inappropriately sized vessel to be assigned reserved moorage space within a boat shelter.

3. Per previous guidance provided by the Docks & Harbors Board, I have informed Mr. Edgar and Ms. Lane that we are waiving Docks & Harbors’ right of first refusal and that they are free to sell Boat Shelter AF-026 on the open market.

#

Copy: William Edgar/Linda Lane



THE STATE
of ALASKA
GOVERNOR BILL WALKER

Department of Transportation and Public Facilities

Statewide Program Development
Juneau Field Office

3132 Channel Drive
Juneau, Alaska 99811-2500
Main: 907-465-8864
Fax: 907-465-2016

July 30, 2018

Mr. Carl Uchytel
Port Director
City and Borough of Juneau
155 S. Seward St.
Juneau, AK 99801

Subject: Letter of Award of the FY19 Harbor Facility Grant Funds – Douglas Harbor Pile Anodes

Dear Mr. Uchytel:

Congratulations on successful funding of your application for the Department of Transportation and Public Facilities' Harbor Facility Grant Program. Upon execution of a harbor grant agreement with the department, the City and Borough of Juneau will receive a Tier II 50/50 matching harbor grant in the amount of \$140,000 for construction of the Douglas Harbor Pile Anodes project. These funds are 100% state general funds.

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

Please contact me at your earliest convenience to discuss the grant agreement and the timing for your harbor project. I look forward to working with you on this important municipal harbor project. If you have any questions, please contact me at (907) 465-8864.

Sincerely,

A handwritten signature in blue ink that reads "Judith Chapman".

Judith Chapman

Acting Director, Division of Program Development and Statewide Planning



Port of Juneau

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

August 30th, 2018

Nowell Avenue Development, LLC
PO Box 20870
Juneau, AK 99802

Dear Mr. Trucano,

The Docks & Harbors Board has reviewed your letter requesting to be released from the Lease Agreement dated February 2nd, 2013 for Lot 2, Alaska Tidelands Survey (ATS) 123. In accordance with Appendix B, paragraph (3)(f) – Cancellation & Forfeiture, Docks & Harbors intends to mutually agree to your request to cancel the lease contingent upon a physical inspection of the property.

Sincerely,

Carl Uchytel, PE
Port Director

Nowell Avenue Development, LLC

PO Box 20870
Juneau, AK 99802

Phone 907/586-2444
Fax 907/463-3810
trucano@alaskan.com

City & Borough of Juneau
Docks & Harbors Dept.
155 So. Seward Street
Juneau, AK 99801

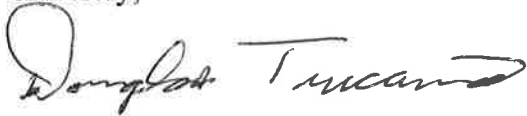
Re: Tideland Lease Rental ATS123 Lot 2

To Whom it May Concern:

We are writing to let you know that we no longer wish to have the tideland lease for ATS123 Lot 2. With the current power lines in place we will not be able to utilize the tideland. Therefore are returning back to the City of Juneau.

If you have any questions, please let us know.

Sincerely,

A handwritten signature in cursive script, appearing to read "Douglas Trucano".

Douglas Trucano,

CITY & BOROUGH OF JUNEAU

DOCKS AND HARBORS DEPARTMENT

155 SOUTH SEWARD STREET

JUNEAU, AK 99801

Phone: 907-586-5255 Fax: 907-586-2507

www.Juneau.org/harbors

STATEMENT

To: Nowell Avenue Development
Attn: Doug Trucano ATS123 Lot 2
P.O. Box 020870
Juneau, AK 99802

7/6/18

Account: 04503

Invoice #	Date	Description	Amount
Previous balance as of 6/8/18			0.00
691737	07/06/18	Lease Rental Fees for year starting August, 2018	2,385.23

The Tide Line Newsletter: www.juneau.org/harbors/newsletter.php
For billing questions please call:
(907) 586-5255 for Aurora, Harris & Douglas Harbors
(907) 789-0819 for Statter Harbor (Auke Bay) (907) 586-0292 for Leases
REMINDER: MONTHLY MOORAGE MUST BE PRE-PAID. THANK YOU.

CBJ Sales Tax of 5.00% included in above charges: 113.58

Current	1 to 30 Days	31 to 60 Days	Over 60
2,385.23	0.00	0.00	0.00

Total Due	\$2,385.23
------------------	-------------------

To ensure proper credit, please include tear-off stub with payment. Thank you.

Due Upon Receipt

From: Nowell Avenue Development
Attn: Doug Trucano ATS123 Lot 2
P.O. Box 020870
Juneau, AK 99802

7/6/18

Account: 04503

Send to:

To: CITY & BOROUGH OF JUNEAU
Docks and Harbors Department
155 S. Seward St.
Juneau, AK 99801

Total Due: \$2,385.23

cc

A
L
A
S
K
A

2013-001173-0

Recording Dist: 101 - Juneau

2/11/2013 1:54 PM Pages: 1 of 13



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
LOT 2, ALASKA TIDELANDS SURVEY 123**

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 Nowell Ave Development, a sole proprietorship wholly owned by Doug Trucano, organized under the laws of the State of Alaska, hereafter "Lessee."

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

CBJ:

Lessee:

Attn: Carl Uchtyl, P.E.	Attn: Doug Trucano
Port Director	Partner
City and Borough of Juneau	Nowell Ave. Development
155 S. Seward Street	P.O. Box 020870
Juneau, AK 99801	Juneau, AK 99802
Phone: (907) 586-0292	Phone: (907) 586-2444
Fax: (907) 586-0295	Fax: (907) 463-3810

PART III. LEASE DESCRIPTION. This lease agreement is identified as: Lease Agreement for Lot 2, Alaska Tidelands Survey 123. The following appendices are attached hereto and are considered to be part of this lease agreement as well as anything incorporated by reference or attached to those appendices.

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

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

PART IV. PRIOR LEASE SUPERSEDED. This lease agreement supersedes and replaces any lease agreement for Lot 2, Alaska Tidelands Survey 123, entered into between the State of Alaska and a predecessor lessee on July 16, 1963, and any amendments to, or assignments of, that lease agreement.

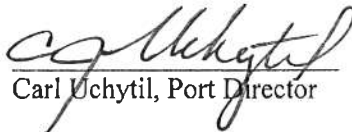
PART V. LEASE EXECUTION. CBJ and Lessee agree and sign below. This contract is not effective until signed by the City.

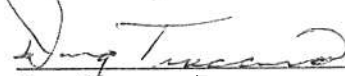
CBJ:

Lessee:

Date: 2/7/2013

Date: 2/7/13

By: 
Carl Uchytel, Port Director

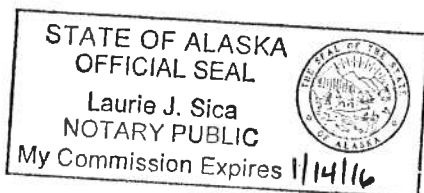
By: 
Doug Trucano, Partner
Nowell Ave. Development

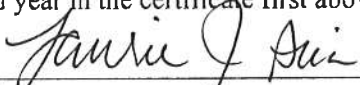
CBJ ACKNOWLEDGMENT

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

This is to certify that on the 7th day of February, 2013, 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 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: 1/14/16



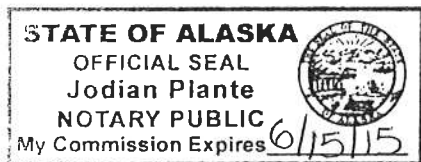
LESSEE ACKNOWLEDGMENT

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

This is to certify that on the 7th day of February, 2012³, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Doug Trucano, to me known to be the identical individual described in and who executed the foregoing instrument for and on behalf of Doug Trucano, 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.

Jodian Plante
Notary Public in and for the State of Alaska
My Commission Expires: 6/15/15



Risk Management Review: Tom Allen 12/20/12, Risk Manager

Approved as to Form: [Signature] 12/20/12, 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:

Lot 3, Alaska Tidelands Survey 18, Juneau Recording District, First Judicial District, State of Alaska, containing 0.461 acres, more or less.

The Leased Premises are depicted on Exhibit A to CBJ Ordinance No. 2012-30. A copy of Ordinance No. 2012-30, with its Exhibit A, is attached to and made a part of this lease by this reference.

2. AUTHORITY

This lease is entered into pursuant to the authority of CBJ Code Section 85.02.060(a)(5) and CBJ Chapter 53.20; and CBJ Ordinance No. 2012-30 adopted by the Assembly on August 13, 2012 and effective on September 13, 2012.

3. TERM AND RENEWAL OPTION

The effective date of this lease shall be the date this lease agreement is signed by the CBJ. The term of the lease is 35 years, commencing on August 1, 2012, unless sooner terminated. CBJ grants Lessee an option to renew this lease for one, successive period of 35 years. Lessee shall exercise this option, if at all, by written notice given to CBJ during the first six months of the last year of the underlying lease term.

4. LEASE PAYMENTS AND ADJUSTMENTS

(a) Lessee shall pay CBJ an annual lease payment for the Lease Premises. Except as provided in this section, the annual lease payments shall be made by Lessee to CBJ at the start of each year of the term. The CBJ acknowledges receipt of the first payment. The next payment is due on or before August 1, 2013.

(b) The annual lease payment for the first five-year period of the lease term, running from August 1, 2012 through August 1, 2017, shall be \$2,271.65 per year, plus sales tax.

(c) 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(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.

(d) Lessee shall pay all appraisal costs associated with re-evaluating and making adjustments to the annual lease payment.

5. AUTHORIZED USE OF PREMISES

Lessee is authorized to use the Lease Premises for marine-related industrial use in conjunction with the adjacent lot, owned by Lessee, and related uses and operations. Lessee shall be responsible for obtaining all necessary permits and approvals for Lessee's development of the Leased Premises. Said development shall be initiated once it is economically feasible to do so, given the restrictions on the lot previously identified. Lessee is required to obtain approval of its development plans from the CBJ Docks and Harbors Board prior to any further development of the Leased Premises or improvements.

6. INSURANCE

Lessee shall provide a certification of proper insurance coverage to the City and Borough of Juneau. It is the Lessee's sole responsibility to determine the appropriate jurisdiction and that under no circumstances will CBJ be responsible for the employer not providing the proper insurance. All insurance shall require that the insurance company give prior written notice consistent with the terms of the policy, to the CBJ's Risk Management Officer prior to any cancellation, non-renewal, or reduction in the amount of coverage. The Lessee's insurance shall be primary and any insurance maintained by the CBJ shall be non-contributory. If the Lessee maintains higher limits than shown below, the CBJ shall be entitled to coverage for the higher limits maintained by the Lessee.

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

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.



Upon development of the lot, as authorized in paragraph 5 above, the following insurance shall also be required under the same general conditions outlined above:

Marine General Liability. The Lessee must maintain Marine 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 one million dollars (\$1,000,000.00) per occurrence, and two million dollars (\$2,000,000.00) aggregate. **The CBJ will be named as additional insured on this policy.**

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 policy shall contain a MCS 90 Endorsement. **The CBJ will be named as additional insured on this policy.**

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



**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) **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 can not reach an agreement with the lessee on the lease rent adjustment, the Board shall pay for an additional appraisal and have the appraisal undertaken in accordance with the requirements set out in 05 CBJAC 50.050. The Board shall establish the lease rent adjustment based on this additional appraisal. In the event the Lessee disagrees with the lease rent adjustment, the lessee may appeal to the Assembly. The decision of the Assembly shall be final.



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

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

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

(f) **Cancellation and Forfeiture.**

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

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

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

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

(g) **Notice or Demand.** Any notice or demand, which under terms of a lease or under any statute must be given or made by the parties thereto, shall be in writing, and be given or made by registered or certified mail, addressed to the other party at the address of record. However, either party may designate in writing such new or other address to which the notice or demand shall thereafter be so given, made or mailed. A notice given hereunder shall be deemed delivered when deposited in a United States general or branch post office enclosed in a registered or certified mail prepaid wrapper or envelope addressed as hereinbefore provided.

(h) **Rights of Mortgage or Lienholder.** In the event of cancellation or forfeiture of a lease for cause, the holder of a properly recorded mortgage, conditional assignment or collateral Lease Agreement for Lot 2, ATS 123 – 2012



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 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
Lease Agreement for Lot 2, ATS 123 – 2012



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 are subject to Lessee's paying the CBJ pro rata lease rentals for the period.

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

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

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

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

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

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

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

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



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

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



APPENDIX C: STANDARD PROVISIONS

- (1) **Holding Over.** If Lessee holds over beyond the expiration of the term of this lease and the term has not been extended or renewed in writing, such holding over will be a tenancy from month-to-month only.
- (2) **Interest on Late Payments.** Should any installment of rent or other charges provided for under the terms of this lease not be paid when due, the same shall bear interest at the rate established by ordinance for late payments or at the rate of 12 percent per annum, if no rate has been set by ordinance.
- (3) **Taxes, Assessments, and Liens.** During the term of this lease, Lessee shall pay, in addition to the rents, all taxes, assessments, rates, charges, and utility bills for the Leased Premises and Lessee shall promptly pay or otherwise cause to be discharged, any claim resulting or likely to result in a lien, against the Leased Premises or the improvements placed thereon.
- (4) **Easements.** Lessee shall place no building or structure over any portion of the Leased Premises where the same has been set aside or reserved for easements.
- (5) **Encumbrance of Parcel.** Lessee shall not encumber or cloud 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) **State Discrimination Laws.** Lessee agrees, in using and operating the Leased Premises, to comply with applicable sections of Alaska law prohibiting discrimination, particularly Title 18 of the Alaska Statutes, Chapter 80, Article 4 (Discriminatory Practices Prohibited). In the event of Lessee's failure to comply any of the above non-discrimination covenants, 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 CBJ, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of 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, and without limitation as to any damages resulting from settlement, judgment or verdict, and includes the award of any attorneys
- Lease Agreement for Lot 2, ATS 123 – 2012



fees even if in excess of Alaska Civil Rule 82. The obligations of Lessee arise immediately upon notice to CBJ of any action, claim, or lawsuit. City hall notify Lessee in a timely manner if the need for indemnification, but such notice is not a condition precedent to Lessee's obligations and may be waived where Lessee has actual notice. This agreement applies, and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against the CBJ.

(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.



MEMORANDUM

DOCKS AND HARBORS CITY/BOROUGH OF JUNEAU

155 South Seward Street, Juneau, Alaska 99801

FAXED MEMORANDUM

TO: Bidders Date: August 30, 2018

FROM: *Carl J. Uchytel*
Carl Uchytel
Port Director

SUBJ: POSTING NOTICE OF BIDS
Downtown Waterfront Sheet Pile Wall Coatings
Contract No. DH19-001

This memo is to post a notice of the results of the bid opening on August 30, 2018, for the subject project. The bidders and their total bids are as follows:

Bidders	Total bid
PURCELL P&C, LLC	\$260,000.00
DAMA INDUSTRIAL, LLC	\$374,074.00
<i>Engineer's Estimate</i>	\$192,000.00

The apparent low bidder is Purcell P&C, LLC. The CBJ intends to award the Total Bid in the amount of \$260,000.00. Award will be forwarded to the August 30, 2018, Docks and Harbors Board meeting for approval. Recommendation to award the Total Bid in the amount of \$260,000.00 will be forwarded to the CBJ Assembly for approval at the Regular Assembly Meeting on September 17, 2018.

This notice begins the protest period per Purchasing Code 53.50.062. Protests will be executed in accordance with CBJ Ordinance 53.50.062 "Protests", and 53.50.080 "Administration of Protest." The CBJ Purchasing Code is available online at: <http://www.juneau.org/law> or from the CBJ Purchasing Division at (907) 586-5258.

The apparent low bidder has until **4:30 p.m. on September 7, 2018**, to submit Section 00360 - Subcontractor Report and Section 00370 - Contractor's Financial Responsibility to the Engineering Department Contracts Office. The Subcontractor Report must be submitted even if there are no subcontractors planned for the job.

c. Erich Schaal, Port Engineer



Downtown Waterfront Facilities Sheet Pile Wall Coatings Project
(DH19-001)



Photo 1: West Wall



Photo 2: West Wall Bond Box



Photo 3: South Wall



Photo 4: South-West Wall



Photo 5: South-West Wall



Photo 6: End Wall



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
Date: August 30th, 2018
Re: FY18 SUPPLEMENTAL – DOCKS ENTERPRISE INCREASE \$35,000

1. The FY18 ended June 30, 2018. I request authority to increase the Docks Enterprise budget by \$35,000 to accommodate extraordinary personnel costs for the FY2018 year. The additional request is an increase of 2% of the total authorized expenditures in FY18.
2. The supplemental funding can be absorbed from within the FY18 revenues which exceeded expenditures by \$600K.
3. If the Board concurs, the Assembly must approve the Supplemental.

#

<u>ACCT-UNIT</u>	<u>Account Description</u>	<u>ACCOUNT</u>	<u>SUB-ACCOUNT</u>	<u>ACTUAL-DTL</u>	<u>ENCUMB-DTL</u>	<u>COMMIT-DTL</u>	<u>TOTAL-DTL</u>	<u>BUDGET-DTL</u>	<u>REMAIN-DTL</u>
<u>Revenues</u>									
531520101	User fees	4300	0	(199,959.06)	-	-	(199,959.06)	(150,000.00)	49,959.06
531520101	Cruiseship Dock Fees	4300	34	(696,023.88)	-	-	(696,023.88)	(490,000.00)	206,023.88
531520101	Maintenance Port Fees	4300	35	(649,993.42)	-	-	(649,993.42)	(475,000.00)	174,993.42
531520101	Permit revenues	4410	0	(418,508.00)	-	-	(418,508.00)	(400,000.00)	18,508.00
531520101	Marine passenger fee	4950	225	(287,600.00)	-	-	(287,600.00)	(287,600.00)	-
				(2,252,084.36)	-	-	(2,252,084.36)	(1,802,600.00)	449,484.36
<u>Expenses</u>									
531520101	Salaries	5110	0	571,598.68			571,598.68	511,100.00	(60,498.68)
531520101	Overtime	5111	0	21,336.96	-	-	21,336.96	10,000.00	(11,336.96)
531520101	Benefits	5120	0	284,220.61	-	-	284,220.61	300,900.00	16,679.39
531520101	Workers compensation	5130	0	15,700.00	-	-	15,700.00	15,700.00	-
531520101	Business travel	5200	0	444.51	-	-	444.51	5,000.00	4,555.49
531520101	Mileage	5201	0	628.68	-	-	628.68	500.00	(128.68)
531520101	Travel and training	5202	0	11,240.11	-	-	11,240.11	6,500.00	(4,740.11)
531520101	Contractual training	5205	0	583.50	-	-	583.50	-	(583.50)
531520101	Telephone	5310	0	398.00	-	-	398.00	1,500.00	1,102.00
531520101	Printing	5320	0	4,309.08	-	-	4,309.08	5,500.00	1,190.92
531520101	Advertising	5322	0	2,192.21	-	-	2,192.21	3,500.00	1,307.79
531520101	Rents	5330	0	61,901.51	-	-	61,901.51	64,000.00	2,098.49
531520101	Electricity	5332	0	35,737.72	-	-	35,737.72	22,000.00	(13,737.72)
531520101	Refuse disposal	5334	0	17,246.61	-	-	17,246.61	20,000.00	2,753.39
531520101	Water service	5335	0	77,202.29	-	-	77,202.29	70,000.00	(7,202.29)
531520101	Wastewater service	5336	0	2,185.48	-	-	2,185.48	10,000.00	7,814.52
531520101	Repairs	5340	0	6,422.34	-	-	6,422.34	50,000.00	43,577.66
531520101	Maintenance - buildings	5344	0	-	-	-	-	2,000.00	2,000.00
531520101	Building maint division charges	5345	0	9,842.42	-	-	9,842.42	7,500.00	(2,342.42)
531520101	Landscape division charges	5350	0	45,000.00	-	-	45,000.00	45,000.00	-
531520101	Equipment rentals	5360	0	2,298.50	-	-	2,298.50	3,500.00	1,201.50
531520101	Fleet replacement reserve	5362	0	9,000.00	-	-	9,000.00	9,000.00	-
531520101	Equipment maint - non-fleet	5363	0	267.03	-	-	267.03	1,000.00	732.97
531520101	Spec & Prop	5370	0	73,700.00	-	-	73,700.00	73,700.00	-
531520101	General Liab, Auto & EE Pract Ins	5375	0	3,900.00	-	-	3,900.00	3,900.00	-
531520101	Dues and subscriptions	5380	0	2,446.86	-	-	2,446.86	3,200.00	753.14
531520101	Contractual services	5390	0	53,734.75	122.50	-	53,857.25	40,000.00	(13,857.25)
531520101	Interdepartmental	5394	0	225,200.00	-	-	225,200.00	225,200.00	-
531520101	Bank card fees	5397	0	991.52	-	-	991.52	1,600.00	608.48
531520101	Office supplies	5480	0	2,526.07	-	-	2,526.07	2,000.00	(526.07)
531520101	Postage and parcel post	5481	0	226.56	-	-	226.56	800.00	573.44

531520101	Uniforms and safety equipment	5488	0	10,985.91	-	-	10,985.91	6,500.00	(4,485.91)
531520101	Materials and commodities	5490	0	21,269.83	-	-	21,269.83	25,000.00	3,730.17
531520101	Safety programs and equipment	5491	0	905.47	-	-	905.47	1,000.00	94.53
531520101	Gasoline and oil	5492	0	-	-	-	-	200.00	200.00
531520101	Loss contingency	5494	0	1,000.00	-	-	1,000.00	-	(1,000.00)
531520101	Minor equipment	5496	0	16,011.02	-	-	16,011.02	7,500.00	(8,511.02)
531520101	Minor furniture and fixtures	5497	0	174.99	-	-	174.99	3,000.00	2,825.01
531520101	Minor Software	5498	0	115.00	-	-	115.00	1,500.00	1,385.00
531520101	Vehicles and equipment	5510	0	9,640.00	-	-	9,640.00	10,000.00	360.00
531520101	Reimbursable Expense - Internal	7001	0	(11,000.00)	-	-	(11,000.00)	(11,000.00)	-
531520201									
531520201	Salaries	5110	0	42,491.74	-	-	42,491.74	272,900.00	230,408.26
531520201	Benefits	5120	0	17,568.81	-	-	17,568.81	120,200.00	102,631.19
531520201	All other workforce	5141	0	-	-	-	-	(333,100.00)	(333,100.00)
531520201	Mileage	5201	0	400.67	-	-	400.67	-	(400.67)
				1,652,045.44	122.50	-	1,652,167.94	1,618,300.00	(33,867.94)
Total				(600,038.92)	122.50	-	(599,916.42)	(184,300.00)	415,616.42

Presented by: The Manager
Introduced: 06/09/2014
Drafted by: A. G. Mead

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2690

A Resolution Approving Amendments to the Bylaws of the Board of Directors of Docks and Harbors.

WHEREAS, the Docks and Harbors Board of Directors is responsible for the administration and management of the Docks and Harbors under general direction of the Assembly; and

WHEREAS, CBJ 40.05.030 provides that the Docks and Harbors Board of Directors shall recommend bylaws for the administration and government of the Docks and Harbors, which bylaws shall become effective upon approval of the Assembly by resolution; and

WHEREAS, the Assembly may accept the bylaws recommended by the Docks and Harbors Board of Directors, may reject such bylaws, or may modify them; and

WHEREAS, at its regular meeting of May 29, 2014, the Docks and Harbors Board of Directors approved certain amendments to the bylaws consistent with CBJ ordinances and forwarded the same to the Assembly; and

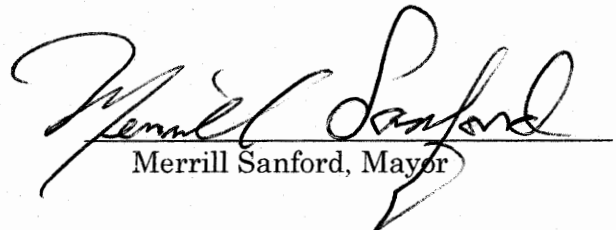
WHEREAS, the Docks and Harbors Board of Directors recommends that the Assembly approve the amended bylaws attached to this resolution.

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

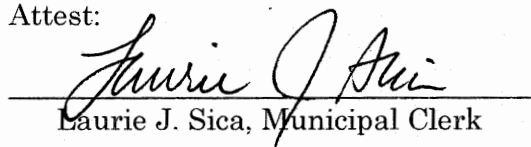
Section 1. The Assembly hereby approves the Docks and Harbors Board of Directors Bylaws, dated June 9, 2014, attached as Exhibit A.

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

Adopted this 9th day of June, 2014.


Merrill Sanford, Mayor

Attest:


Laurie J. Sica, Municipal Clerk

**CITY AND BOROUGH OF JUNEAU
DOCKS AND HARBORS BOARD
BYLAWS**

ARTICLE I. NAME, DUTIES, AND POWERS

1. NAME. The governing body of the City and Borough of Juneau Docks and Harbors shall be known as the City and Borough of Juneau Docks and Harbors Board, hereafter referred to as the Board.
2. DUTIES AND POWERS OF THE BOARD. The duties and powers of the Board regarding the operation of the municipally owned and operated port and harbor facilities are established by Charter Section 3.21 and Chapter 85.02 of the Code of the City and Borough of Juneau.

ARTICLE II. BOARD MEMBERSHIP AND APPOINTMENT

1. NUMBER OF DIRECTORS. The Board shall consist of nine (9) members.
2. APPOINTMENT. All Board members shall be appointed by the City and Borough of Juneau Assembly as provided by Section 85.02.010 of the Code of the City and Borough of Juneau.

A new member shall be seated immediately upon the call of the roll at the first Board meeting after the new member is appointed.

3. TERM OF APPOINTMENT. As provided in Section 85.02.010, Board members shall be appointed for staggered three-year terms and until their successor is appointed. Appointment terms will not violate the conditions set forth in Section 85.02.010.
4. VACANCIES. When the conditions set forth in Section 85.02.030 of the Code of the City and Borough of Juneau occur, the Chair will notify the Clerk's Office that a vacancy exists.

Vacancies on the Board shall be filled by the City and Borough of Juneau Assembly as provided by Section 85.02.030 of the Code of the City and Borough of Juneau and the Assembly Rules of Procedure.

A member filling a vacancy shall be seated immediately upon the call of the roll at the first Board meeting after the new member is appointed.

5. MEMBERS. The duties and responsibilities of the Board members shall be as set forth in Sections 85.02.60, 85.02.63, and 85.02.65.

ARTICLE III. OFFICERS

1. OFFICERS. Officers of the Board shall consist of a Chair, Vice Chair and any other officers as

**CITY AND BOROUGH OF JUNEAU
DOCKS AND HARBORS BOARD
BYLAWS**

the Board may from time to time deem necessary.

2. ELECTION OF OFFICERS. Officers shall be elected at the annual Board meeting or at such time as offices become vacant.
3. TERM. Each officer shall serve for a term to extend until the next annual Board meeting or until such time as they vacate the office.
4. REMOVAL. Any officer may be removed from his or her office by an affirmative vote of at least six (6) Board members at a meeting called for that purpose or by the Assembly in accordance with CBJ 85.02.030.
5. CHAIR. The Chair shall preside at all Board meetings.

The Chair shall assign tasks to Board members and committees and shall ensure that all business of the Board is carried out.

The Chair shall act as spokesperson for the Board and will have such other duties and responsibilities as delegated to him or her by the Board.

6. VICE CHAIR. The Vice Chair shall act as the Chair in the absence of the Chair.

ARTICLE IV. COMMITTEES

1. STANDING COMMITTEES. There shall be the following standing committees of the Board:

- * Finance
- * Operations & Planning

The Chair shall appoint each Board member to serve on at least one standing committee. The Board Chair shall serve as a voting member of all standing Committees.

The Chair shall appoint a Board member to serve as the Chair of each standing committee. No Board member shall chair more than one standing committee.

Unless otherwise directed by the Chair, all standing committees will function at the direction of the appointed committee Chair.

2. SPECIAL COMMITTEES. The Board or the Chair may establish special committees to facilitate any Board business.

**CITY AND BOROUGH OF JUNEAU
DOCKS AND HARBORS BOARD
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The Chair shall appoint two or more Board members and may appoint any individual that is not a member of the Board to serve on any special committee established.

The Chair shall appoint a Board member to serve as the Chair of each special committee.

Unless otherwise directed by the Chair, all special committees will function at the direction of the appointed committee Chair.

A special committee shall serve for a period of time or for the accomplishment of a particular task or tasks as determined by the Chair. No special committee shall serve beyond the annual Board meeting unless reconstituted by the newly elected Chair.

ARTICLE V. MEETINGS

1. REGULAR. The Board shall meet at least once each month at a place and time designated by the Chair.

The Board may act on any matter within its authority at a regular or annual Board meeting whether or not such item was identified in the notice of the meeting.

2. ANNUAL. An annual meeting shall be held on the last Thursday of July each year.

The annual Board meeting may be postponed by the Board to a certain day.

At the annual meeting, a Chair, a vice Chair and other such officers as the Board shall deem necessary, shall be elected.

3. EXCUSED ABSENCES. Any absence of a member from a regular Board meeting shall be deemed unexcused unless the member is absent as a result of attending to official business on behalf of the Board, for extenuating medical reasons or for other significant cause, in which case the absence may be deemed excused by the Board Chair.

4. SPECIAL. Special Board meetings may be called at any time by the Chair or any three (3) Board members for good cause, which must be reaffirmed at the beginning of any special meeting.

Only business identified in the notice of the meeting may be transacted at a special Board meeting.

5. COMMITTEE. Committee meetings may be called at any time by a committee Chair or by a majority of the committee's membership.

Any topic or item may be discussed that falls within the purview of the committee's charge as

**CITY AND BOROUGH OF JUNEAU
DOCKS AND HARBORS BOARD
BYLAWS**

determined by the Chair, committee Chair, or a majority of the committee's membership.

6. QUORUM. For all Board meetings, a quorum shall consist of five (5) members in attendance or participating via telephone. For all committee meetings, a quorum shall consist of a minimum of three (3) voting committee members in attendance or participating via telephone.

7. ADJOURNMENT, CONTINUATION, AND POSTPONEMENT OF MEETINGS. If a quorum is not present at a meeting, the Chair or committee Chair may adjourn such meeting to a time and place he or she determines most appropriate; provided that notice of the time and place of the adjourned meeting shall be given to each Board or committee member and the general public at least twenty-four (24) hours prior to such meeting.

If a quorum is present at a meeting, such meeting may be continued or adjourned from day to day and no additional notice of such continuation or adjournment need be given.

8. VOTES. No person other than a Board member is entitled to vote at any Board or committee meeting, except appointed members of special committees within those committees.

Each Board member shall be entitled to one (1) vote. No proxy votes may be used to constitute a quorum, transact business, or otherwise. To register a vote, the Board member must be present at the meeting or participating via telephone at the time the vote is taken.

An affirmative vote of at least five (5) Board members is required for a main motion to pass the Board. An affirmative vote of the majority of committee membership is required for a main motion to pass a committee.

9. ORDER OF BUSINESS. The following order of business shall be observed at all regular, annual, or special Board meetings and committee meetings insofar as practicable or necessary:

- Call to Order
- Calling of the Roll
- Port Director Request's for Agenda Changes
- Public Participation on Non-agenda Items
- Approval of the Previous Meeting Minutes
- Consent Agenda
- Unfinished Business
- New Business
- Items for Information
- Staff, Committee and Member Reports
- Board Administrative Matters
- Adjournment

As the first order of business after the calling of the roll at the annual Board meeting or at the first

**CITY AND BOROUGH OF JUNEAU
DOCKS AND HARBORS BOARD
BYLAWS**

regular or special meeting after an officer vacancy has been recognized by the Board, the Chair, Vice Chair and/or other officers shall be elected.

The Port Director may include under the consent agenda:

- A. Actions to Propose Regulations for Public Comment
- B. Bid awards that have received Committee concurrence
- C. Resolutions
- D. Other items requiring Board action which do not involve substantial public policy questions.

10. BOARD MEETINGS PUBLIC. All Board and committee meetings are open to the public, except that executive sessions may be held in accordance with AS 44.62.310.

11. CONFLICT OF INTEREST. No Board member shall vote or deliberate on any question in which he or she has a conflict of interest as defined by Chapter 01.45 of the Code of the City and Borough of Juneau.

Such a Board member shall not be counted in determining the quorum for such a vote.

12. TELEPHONIC PARTICIPATION.

A. A member may participate via telephone in a Board or Committee meeting, if the member declares that circumstances prevent physical attendance at the meeting. If the Chair chooses to participate by teleconference, the Vice chair shall preside.

B. No more than the first three members notifying the Board secretary regarding telephonic participation in a particular meeting may participate via telephone at any one meeting.

C. The member shall notify the Board secretary, if reasonably practicable, at least four hours in advance of a meeting which the member proposes to attend by telephone and shall provide the physical address of the location, the telephone number, and any available facsimile, email, or other document transmission service.

D. At the meeting, the Board or Committee secretary shall establish a telephone connection when the call to order is imminent.

E. A member participating by telephone shall be counted as present for purposes of quorum, discussion, and voting.

F. The member participating by telephone shall make every effort to participate in the

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entire meeting. From time to time during the meeting, the presiding officer shall confirm the connection.

G. The member participating by telephone may ask to be recognized by the presiding officer to the same extent as any other member.

H. If the telephone connection cannot be made or is made then lost, the meeting shall commence or continue as scheduled and the Board secretary shall attempt to establish or restore the connection, provided that if the member participating by telephone is necessary to achieve a quorum, the meeting shall be at ease, recess, or adjourn as necessary until the telephone connection is established or restored.

I. Participation by the telephone shall be allowed only for regular, special, or committee meetings of the Board.

J. Any member of the public present with the member participating by telephone shall be allowed to speak to the same extent he/she would if physically present at the meeting.

K. As used in these bylaws, “telephone” means any system for two-way communication.

ARTICLE VI. PUBLIC HEARINGS, RULES FOR PUBLIC PARTICIPATION, AND APPEALS

1. PUBLIC HEARINGS AND RULES FOR PUBLIC PARTICIPATION. The Board may hold public hearings in accordance with established City and Borough of Juneau procedures to take public or other testimony on any issue dealing with Board duties or responsibilities. Public testimony will be conducted according to the following rules, which will be available at the meeting:

A. The presiding chair of the meeting will conduct the hearing.

B. The presiding chair will open the hearing by summarizing its purposes and reemphasizing the rules of procedure.

C. The presiding chair may set a time limit for public testimony, for individual speakers, or both if it appears necessary to gain maximum participation and conserve time, and may for the same reason disallow all questions from the Board members to members of the public. A majority of the Board or Committee may extend the time limit. The time limit for individual speakers shall be uniform for all speakers and shall be strictly enforced. Speakers shall not have the right to transfer their unused time to other speakers, but the presiding officer may grant additional time to a person speaking on behalf of a group present at the meeting.

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D. Citizens will be encouraged to submit written presentations and exhibits. Material submitted to the Port Director's Office more than three business days before a meeting and comprising 10 pages or less will be eligible for copying for that meeting. Material submitted less than three days before a meeting will be distributed by the Port Director at the meeting provided the submission contains at least 15 copies.

E. The presiding officer will set forth the item to be discussed and will rule non-germane comments out of order.

F. All speakers, public, and members of the Board must be recognized by the presiding chair.

G. Members of the public will precede their remarks by stating their names, and unless otherwise allowed by the presiding chair, their place of residence.

H. Members of the Board will be recognized by their surnames.

I. Members of the Board will not direct questions to each other or to the chair during the public participation except as to the conduct of the hearing.

J. Members of the Board may direct questions to a member of the public only to obtain clarification of material presented. The questions may not be argumentative, nor may they have the effect of unreasonably extending the time limit applicable to public speakers.

K. The public may direct questions to the Board or the administration. However, the Chair shall have discretion as to the appropriate manner and time for a response. In no case shall the Board engage in debate with the public.

L. The Port Director may participate in the same manner as members of the Board.

2. APPEALS TO THE BOARD. The Board will, in those instances allowed by the Code of the City and Borough of Juneau and under procedures established by the City and Borough of Juneau, hear and adjudicate public appeals regarding the application of Harbor rules, policies and procedures. The Board will adopt rules of procedure for handling appeals.

ARTICLE VII. PORT DIRECTOR

1. PORT DIRECTOR. The Port Director serves at the pleasure of the Board as identified in Section 85.02.080 of the Code of the City and Borough of Juneau.

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The Port Director shall have the duties and responsibilities identified in Section 85.02.090, 85.02.110, and 85.02.130 of the Code of the City and Borough of Juneau.

ARTICLE VIII. EFFECTIVE DATE AND AMENDMENTS

1. EFFECTIVE DATE OF BYLAWS. These Bylaws, as amended, are effective June 9th, 2014.
2. AMENDMENTS. Any of these Bylaws may be amended by an affirmative vote of six (6) Board members at any regular or special meeting called for and approved by the Assembly.
3. ADDITIONAL PROVISIONS. Indemnification of Directors and Officers Each director and officer now or hereafter serving as such, shall be, and by virtue of this Bylaw provision hereby is, indemnified by the City and Borough of Juneau against any and all claims and liabilities to which they, their heirs, and personal representatives, have or shall become subject due to serving or having served as such director or officer, or neglected by them as such director or officer; and the City and Borough of Juneau shall reimburse each such person for all legal expenses (including attorney's fees) reasonably incurred by them in connection with any such claim or liability, provided, however, that no such person shall be indemnified against, or be reimbursed for any expense incurred in connection with, any claim or liability arising out of their own willful misconduct or gross negligence.

The amount paid to any director or officer by way of indemnification shall not exceed their actual, reasonable, and necessary expenses incurred concerning the matter involved. The right of indemnification, herein above provided for, shall not be exclusive of any rights to which any director or officer may otherwise be entitled by law.

Adopted via Resolution No. 2690 this 9th day of June, 2014.



Attested by Municipal Clerk

NUMBER OF BOAT SHELTER OWNERS 2007-2018

Main Float									
AG-031 1 owner	G	1	AF-031 1 owner	F	1	AE-031 2 owners	E	1	
AG-030 1 owner		2	AF-030 1 owner		2	AE-030 1 owner		2	
		3			3			3	
AG-029 1 owner		4	AF-029 2 owners		4	AE-029 2 owners		4	
AG-028 1 owner		5	AF-028 2 owners		5	AE-028 2 owners		5	
		6			6			6	
AG-027 2 owners		7	AF-027 1 owner		7	AE-027 1 owner		7	
AG-026 1 owner		8	AF-026 1 owner		8	AE-026 1 owner		8	
		9			9			9	
AG-025 4 owners		10	AF-025 2 owners		10	AE-025 2 owners		10	
AG-024 2 owners		11	AF-024 2 owners		11	AE-024 1 owner		11	
		12			12			12	
AG-023 1 owner		13	AF-023 2 owners		13	AE-023 1 owner		13	
AG-022 1 owner		14	AF-022 1 owner		14	AE-022 2 owners		14	
		15			15			15	
AG-021 2 owners		16	AF-021 1 owner		16	AE-021 1 owner		16	
AG-020 1 owner		17	AF-020 2 owners		17	AE-020 1 owner		17	
		32'			32'			32'	
AG-019 3 owners	G		AF-019 2 owners	F		AE-019 1 owner	E		
AG-018 3 owners			AF-018 4 owners			AE-018 1 owner			

PORT ENGINEER'S PROJECT STATUS REPORT

Gary Gillette, Port Engineer

Auke Bay Loading Facility - Phase II					
TIGER Grant Reporting - Annual	On-Going	Sept. 2018			Annual equipment depreciation report
Aurora Harbor Re-Build - Phase II					
Construction Administration - Inspection	In Progress		PND		Extended for anode installation
Final Completion	In Progress		NCS		Extended for anode installation
Zinc Anodes for Phase I and II	In Progress		NCS		
ADOT Grant Amendment	In Progress		Staff		
Statter Master Plan Phase III					
Army Corps of Engineers Permit	In Progress		PND		
Incidental Harrasment Authorization	In Progress		PND		
Eagle Permit	In Progress		Staff		Awaiting USFWS permit
Phase III A - Blasting, Dredging, Retaining Wall					
Design - Bid Documents	In Progress		PND		
Construction Bid	Hold		TBB		
Construction	Hold	Fall 2018	TBD		Pending ACOE Permit
Phase III B - Float Installation					
Design - Bid Documents	In Progress		PND		Reviewing 35% Design
Construction Bid	Hold		TBB		
Construction	Hold	Fall 2019	TBD		
Phase III C - Uplands, Restrooms					
Design - Bid Documents	In Progress		PND		
Construction Bid	Hold		TBB		
Construction	Hold	Fall 2019	TBD		
Downtown Waterfront Improvements					
Geotech Over-Water	In Progress		PND		
Geotech Report	In Progress		PND		
Hazard Zone Determination	Complete		Staff		CDD Approved Removal from Hazard Area
Conditional Use Permit	In Progress		Staff		Submitted Aug 17, 2018
City Project Review - Use	In Progress		Staff		Submitted Aug 17, 2018
Flood Zone Exception	In Progress		Staff		Submitted Aug 17, 2018
City Project Review - Land Action	In Progress		Staff		Submitted Aug 17, 2018
Army Corps of Engineers Permit	In Progress		PND		Preparing Application
Incidental Harrasment Authorization	Hold		PND		May not seek IHA
35% Design Submittal	In Progress	1-Oct-18	PND		
D&H 35% Design Review	Hold	8-Oct-18	Staff		
65% Design Submittal	Hold	3-Dec-18	PND		
D&H 65% Design Review	Hold	10-Dec-18	Staff		
95% Design Sumittal	Hold	31-Jan-19	PND		

PORT ENGINEER'S PROJECT STATUS REPORT

Gary Gillette, Port Engineer

D&H 95% Design Review	Hold	7-Feb-19	Staff	
Final Bid Documents	Hold	7-Mar-19	PND	
Bid Opening	Hold	16-Apr-19	Staff	
D&H Board Approval	Hold			
Assembly Approval	Hold			
Notice to Proceed	Hold	7-May-19		
Materials Procurement	Hold		TBD	
On-Site Construction	Hold	13-May-19	TBD	
Substantial Completion	Hold	24-Apr-20		
Final Completion	Hold	26-May-20		
Archipelago Property Procurement				
Funding	In Progress		Staff	Awaiting Assembly Approval
Boundary Line Delineation	In Progress		Staff	
Amalga Harbor Fish Cleaning Station				
Planning	Hold			Pursuing Float Option
Aurora - Harris Harbors Dredging				
Dredging Activity	Hold	2019	ACOE	Awaiting final dates for work
Negotiating Beneficial Use Agreement	In Progress			Working with ACOE
Auke Bay Marine Station				
Subdivision	In Progress		Staff	Coordinate with UAS
Shared Work with UAS	In Progress		Staff	Clarify with Nathan Leigh
Float Construction and Installation	In Progress		Trucano	
Harris Harbor Restrooms and Showers				
Construction	Complete		Island	Contract Close-out
Marine Park Sheet Wall Coating				
Design	Complete		Tinnea	\$192,000 cost estimate
Construction Bid	Hold		Tinnea	Bids Due 30 Aug 18
Board Approval of Bid	Hold	30-Aug-18		
Assembly Approval of Bid	Hold	17-Sep-18		
Construction	Hold		TBD	
Contract Administration & Inspection	Hold		Tinnea	
ADOT Grant Application - Harris Anodes	Hold		Staff/PND	Awaiting Legislative Action in 2019
Little Rock Dump Feasibility Study	In Progress		PND	
Statter Breakwater Safety Improvements				
Phase II	Hold			Board Strategic Plan meeting
Sewage Pump-Out Improvements				
Douglas Barge	In Progress		Matt Creswell	Designing barge
Statter Winterization	Hold		Matt Creswell	Seeking Funding
Harris Winterization	Hold		Matt Creswell	Seeking Funding

PORT ENGINEER'S PROJECT STATUS REPORT

Gary Gillette, Port Engineer

D&H Managed Lands - Surveys					
ASLS 2013-15 - Uplands at Tee Harbor	Hold	2020	TBD		
ATS 1682 -DIPAC-Channel Construction	Hold	2020	TBD		
ATS 1690-NPS Dock at Indian Point	Hold	2019	TBD		
ATS 1691 - Adjacent to ABMS	In Progress	2018	PDC		Awaiting Prelim Plat Comments
ATS 1692 - North Douglas Boat Ramp	In Progress	2019	PDC		Preliminary Plat comments
ATS 1693-DIPAC Wayside Park	Hold	11-Jul-05	TBD		
ATS 1694-Tee Harbor Submerged Lands	Hold	2020	TBD		
ATS 1707 - Cruise Berths	In Progress	2018	DOWL		Awaiting CDD Comments
Archipelago Lot Easement	In Progress		Staff		May be moot if CBJ purchases land
Visitor Information Kiosk					
Final Design	In Progress	1-Nov-18	JYL		
Wayside Park Float					
Dredging as Float Grounds Out	Hold				Awaiting Funding
Taku Harbor Repairs					
Construction	Complete		Trucano		Contract Close-Out
Construction Admin/Inspection	Complete		PND		Contract Close-Out
MMPA Observation	Complete		PND		Contract Close-Out
Coordinate ADF&G Grant	In Progress		Staff		
Current-Weather Equipment Maintenance	Hold		MXAK		Reviewing fee proposal
U.S. DOT "BUILD" Grant Applications					
Marine Services Center	Hold		Staff		Awaiting Awards Announcement
Fisheries Terminal	Hold		Staff		Awaiting Awards Announcement
Auke Bay Transportation Link	Hold		Staff		Awaiting Awards Announcement
N. Douglas Boat Launch Expansion Study					
Conceptual Design	In Progress		PND		
Aurora Harbor Re-Build - Phase III					
ADOT Grant Application - Harris Anodes	Hold		Staff/PND		Awaiting Legislative Action in 2019
Aquileans					
Warranty Inspection	Hold	Sept. 2018	Anchor		
Light Programming	Hold	Sept. 2018	Anchor		

CBJ Docks and Harbors CIP Project Schedules

