

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING AGENDA
For Wednesday, January 23rd, 2019

I. Call to Order (6:45p.m. following the Joint Meeting with Assembly at CBJ Assembly Chambers)

II. Roll Call Don Etheridge, Bob Janes, Budd Simpson, David McCasland, James Becker, Bob Wostmann, Mark Ridgway and Weston Eiler.

III. Approval of Agenda

MOTION: TO APPROVE THE AGENDA AS PRESENTED OR AMENDED

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

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

VI. Approval of Wednesday, December 12th, 2018 Operations/Planning Meeting Minutes

VII. Consent Agenda - None

VIII. Unfinished Business

IX. New Business

1. Bill Heumann/Tracy's Crab Shack Lease
Presentation by the Port Director

Committee Questions

Public Comment

Committee Discussion/Action

MOTION: TBD

2. Additional Seasonal Port Harbor Officer and Port Harbor Technician FTE
Presentation by the Port Director

Committee Questions

Public Comment

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING AGENDA
For Wednesday, January 23rd, 2019

Committee Discussion/Action

MOTION: TO RECOMMEND AN ADDITIONAL 0.5 FTE HARBOR OFFICER AND 0.5 FTE HARBOR OFFICER STAFF INCREASE BE PROVIDED TO THE DOCKS ENTERPRISE FOR THE 2019 SEASON.

3. Channel Construction Barge Loading Facility
Presentation by the Port Director

Committee Questions

Public Comment

Committee Discussion/Action

MOTION: THAT THE BOARD APPROVE THE REQUEST OF GASTINEAU LANDING, LLC TO CONSTRUCT IMPROVEMENTS ON CBJ TIDELAND LEASES LOT 2 ATS 7 AND ATS 1503/

X. Items for Information/Discussion

1. Docks & Harbors Port Engineering Division
Presentation by the Port Director

Committee Discussion/Public Comment

2. Budget Cycle
Presentation by the Port Director

Committee Discussion/Public Comment

3. Proposed Aurora Phase III and Current Vessel Demand
Presentation by the Port Director

Committee Discussion/Public Comment

4. Cruise Berths Security Check Stations – Design Update
Presentation by the Port Engineer

Committee Discussion/Public Comment

5. Amalga Harbor Fish Cleaning Float Extension - Update
Presentation by the Port Director

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING AGENDA
For Wednesday, January 23rd, 2019

Committee Discussion/Public Comment

X. Staff & Member Reports

XI. Committee Administrative Matters

1. Next Operations/Planning Committee Meeting- **Wednesday, February 20, 2019.**

XII. Adjournment

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING MINUTES
For Wednesday, November 14th, 2018

I. Call to Order

Mr. Ridgway called the meeting to order at 5:00pm in the CBJ Assembly Chambers.

II. Roll Call

The following members were present: Don Etheridge, Bob Janes (5:05pm-6:05pm), David McCasland, James Becker, Bob Wostmann, Mark Ridgway and Weston Eiler (via phone until 6:45pm).

Absent: Budd Simpson and Dan Blanchard

Also present: Carl Uchytel – Port Director, Gary Gillette – Port Engineer, David Borg – Harbormaster, and Matthew Creswell – Deputy Harbormaster.

III. Approval of Agenda

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

Motion passed with no objection.

IV. Public Participation on Non-Agenda Items - None

V. Approval of Wednesday, October 17th, 2018 Operations/Planning Meetings Minutes

MOTION By MR. ETHERIDGE: TO APPROVE THE OCTOBER 17th, 2018 MEETING MINUTES AS PRESENTED AND ASKED UNANIMOUS CONSENT.

Motion passed with no objection.

VI. Consent Agenda - None

VII. Unfinished Business - None

VIII. New Business

1. LUMBERMAN Update

Mr. Uchytel said there was a meeting coordinated by the Southeast Alaska Watershed Coalition and the Southeast Alaska Fish Habitat Partnership. They invited State DNR, Coast Guard, Docks & Harbors, and Mr. Becker who is the chair of DIPAC. The concern from this group is the upcoming winter and the tides around Thanksgiving that the vessel may not be securely anchored. It is believed the vessel is only on one secure anchor currently. At the meeting DIPAC volunteered to contribute a 750# anchor and Debbie Hart with the Southeast Alaska Fish Habitat Partnership agreed to, as a collaborator, coordinate to have a tug come out and set the other anchor. In the meantime, DNR has still taken a position where they do not have funds to address the Lumberman. Mr.

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING MINUTES
For Wednesday, November 14th, 2018

Uchytel said he did review SB92 which is the law for abandoned and derelict vessels. At the meeting, Mr. Carpenetti, who is a lawyer, indicated that Docks & Harbors has the authority to impound the vessel with the new law. Mr. Uchytel questioned the City Attorney and the response he received was “with the passage of SB92, CBJ now has the authority to impound the Lumberman assuming it represents the definition of derelict per the State statute.” The State has not fully updated the code with the passage of SB92 but it appears the State has the primary duties. DNR has the responsibility to remove the vessel if State funds are available. We may report the Lumberman to the State Attorney General's Office for Criminal prosecution. If the State refuses to take care of the Lumberman, SB92 empowers us to do so. So, we do have the power to impound the Lumberman, but the State has the duty to do this first.

Committee Questions

Mr. Becker asked if the State would have to get ownership of the vessel before they could do it? With maritime law, you can't take someone else's vessel.

Mr. Uchytel said there still has to be due process involved with whoever takes action. However, with the passing of this bill, we do have statutory authority now.

Mr. Wostmann said it was mentioned that someone should file a criminal complaint. Would that be a trigger event to get the State to move or is this something we would not want to get involved with?

Mr. Uchytel said the feedback from the City Attorney is that we can always go after the owner. There is still a responsible party but he is indigent and not sure what we would get out of going after him. That process would probably be a waste of time to pursue.

Mr. Wostmann said he was involved in filing a criminal complaint in a different forum with somewhat similar circumstances. One of the precursors they were obligated to do was to file a criminal complaint to create the authority for another agency to act.

Mr. Uchytel said he will ask the City Attorney if we should be filing a criminal complaint.

Mr. Ridgway asked if he knows of the State impounding vessels elsewhere?

Mr. Borg said there have been fishing vessels impounded by the State in Hoonah.

Mr. Ridgway asked under what circumstances where they impounded?

Mr. Borg said generally fishing vessel permits not paid for.

Mr. Wostmann said there are technical challenges in setting two anchors on a vessel riding a current. Do we know who will be installing the anchor so they know where and how this second anchor should be placed?

Mr. Uchytel said in this issue everyone is cautious to step forward because once you touch it you own it. That is why the non-profit taking the lead has fit in well to organize efforts to secure the vessel. He said he has committed harbor staff to setting the second anchor. There will be another meeting Friday afternoon with DIPAC and Cruise Line

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING MINUTES
For Wednesday, November 14th, 2018

Agencies of Alaska, who has the Skookum Yarder, which is the little tug used for handling garbage and logistics for the cruise ships. Drew Green, Dave Borg, myself, and Eric Prestigard will meet at DIPAC to look at the anchor and gear and come up with a plan how it should be set with the least amount of risk possible. DNR did send out a letter of non-objection for a placement of a second anchor on the Lumberman for the purpose of preventing worsening of the situation.

Mr. Eiler asked if having Harbor staff install the second anchor exposes the Department or the City to any liability. Are we indemnified if one or both anchors break?

Mr. Uchytel said if he asked a cautious lawyer they would probably say to not do anything at all and wait until it breaks free. However, he does not feel good about that. Someone could always come up with a reason not to do it.

Mr. Becker said we have already lost one anchor off this vessel. Does anyone installing the second anchor have experience with this?

Mr. Borg believes the safest thing to do is to run an anchor off the stern.

Mr. Becker asked with enough slack to be able to swing?

Mr. Borg said it is an anchor and is not 100% science.

Mr. Uchytel said the non-profit organization found the responsible party downtown and had him sign a document that said he did not object to coordinated efforts to place another anchor on his vessel.

Mr. Janes asked what business does Docks & Harbors have to put another anchor on a boat that is not ours if there is potential liability? Is the boat better off with doing nothing?

Mr. McCasland asked what is the problem with letting it swing like it is currently?

Mr. Uchytel said with the high tides and winds over the winter, one anchor may not be sufficient to hold it in place. The idea is to place a second anchor. There is a potential hazard and we have to do something.

Public Comment - None

Committee Discussion/Action

Mr. Etheridge said it is important to do something to protect ourselves from damage that could harm our facilities or boats moored at our facilities. He does not see any harm in assisting with putting another anchor onto it, especially with the owner signing off with agreeing to put another anchor onto it. This will help with the liabilities on it. It is important to keep it as secure as possible.

Mr. Wostmann said he agrees that Docks & Harbors should try to do something rather than ignore the problem. With his experience with anchors, he believes the stern anchor is the better choice.

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING MINUTES
For Wednesday, November 14th, 2018

Mr. Becker said he is not opposed to setting another anchor.

Mr. Ridgway suggested to check with the Coast Guard for methods of securing a second anchor on this vessel.

Mr. Uchytel said the Coast Guard has publically stated that the area north of the bridge is not a navigable waterway and that is how they are saying this vessel is not their responsibility. With it not a federal channel, they don't need to deal with this derelect vessel.

Mr. Ridgway said he encourages staff to move forward with the cognition that there is potential liability involved and it may have some technical issues.

MOTION: None

2. Archipelago Property Update

Mr. Uchytel said last night at the Planning Commission meeting they approved four items necessary for the Archipelago property to move forward on the public portion. Next Monday is the Committee of the Whole (COW) meeting with the Assembly at 6:00 pm. On page 11 in the packet is a paper with cost justification. The Purchase and Sales Agreement (PSA) still remains with CBJ Law and Morris Communication. He is told it is getting closer to being resolved. He said Mr. Gillette and himself met with the City Manager, City Attorney and City Finance Director last Thursday and they are encouraged to put together a cost justification for the Archipelago project from the public side. An issue that has come up is the cost of the retaining wall and if it is a good deal for the City. It will be reflected in the appraisal Horan & Company will do once the PSA is approved by CBJ Law. He believes he can prove the retaining wall benefits the City more than the private developer.

Mr. Gillette went over his presentation. The new cruise berths that were built allows for Juneau to accept larger ships. More people are arriving and the projection for 2019 is 1.3M which is 12% more from last year. From April 2017 to February 2018 we went through a planning exercise from Marine Park to Taku Dock. The purpose of that plan was to accommodate the new passengers that are arriving in our community. The concept plan will go from Marine Park to Taku Dock but it became clear that the goals we were trying to meet required open space, more bus staging and covered shelter area for people to wait for their busses. These were some of the top items supported by the community and the only area left to do this was on the Archipelago empty lot, so the plan quickly focused toward that lot. The lot has been for sale for about eight years and after a few months into the process, the owners of the lot decided to develop the property. They will develop an area on the map upwards of a red line and that is the property line that has been agreed upon with Docks & Harbors. The area below the red line, water side, will be our portion to develop. The staging area Docks & Harbors will develop will hold 12 each 25 passenger small vans, and there will be a covered shelter area with restrooms. We also have an open space with landscape features with benches and trees. Those features will be located so it can be a flexible space for large groups or smaller group settings.

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING MINUTES
For Wednesday, November 14th, 2018

The current ownership is Lots 1 and 2 are owned by Archipelago and Lots 3 and 4 are owned by CBJ. To get to the property line discussed earlier, CBJ will purchase some uplands and tidelands and Morris Communications will purchase some of CBJ uplands in the middle of the lot. The total project budget is \$23.5M. We have discussed doing this project in phases. Because of budget and timing, but mostly timing, it would be in our best interest to phase the project. The plan now is to build the staging area with the pilings, the retaining wall, the deck space for the staging area and when we are finished with this portion of the project we have agreed to allow the Morris group to use some of that space for laydown for when they work on their project. As they begin building their two buildings, they will need less area for staging of their construction supplies and we would be able to come back in and start construction of our building and the canopy in the parking lot area. The schedule works nicely with both projects and we should both be finished about the same time which would be the spring of 2021. Mr. Gillette went over the design drawings. The building will have restrooms, a big staging room area, and rolling doors or folding doors to provide a big open feeling. There will be a lot of glass and open space. As we went through the public process for this project, this building design is what we heard the public wanted.

Mr. Uchytel said this was on the consent agenda at the Planning Committee last night and it was pulled for questions and public hearing. One of the Commissioners questioned if we are building the downtown waterfront for the cruise ships only or for the community. Mr. Uchytel said the best answer he can give is that we will open and use all the facilities to the maximum extent possible consistent with the judge's ruling on the CLIA lawsuit. There are concerns with using all passenger fees to procure facilities that are used by locals and whether we need to have a local non-cruise passenger fee as part of the funding package. On page 13 in the packet is the availabilities of monies for this project to move forward. City staff has a plan to fund this project.

Committee Questions

Mr. Ridgway asked to go back over the funding package. He wanted to know if the issue is on local usage of the facilities if they were paid in part by Marine Passenger Fees.

Mr. Uchytel said no one knows what the ruling on the CLIA lawsuit will be. The Plaintiff in the lawsuit believes anything paid with Marine Passenger Fees is for the exclusive use of the Cruise Industry. We feel the Urban Design Plan was a blue print for the community wants and that is how we are proceeding until there is a ruling that says otherwise.

Mr. Ridgway asked if the open space being presented now is what was presented in the designing efforts that the public voted on. He remembers hearing a lot about green space and not so much of a deck over.

Mr. Gillette said there was also an element to have a waterfront attraction, something to attract people in the off season to create more vitality for downtown. This wasn't totally designed so we wanted to remain flexible. We also heard about concerts in the park and plays and again this was also flexible. The one problem with green space by Marine Park

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING MINUTES
For Wednesday, November 14th, 2018

when it is wet it is not very useable. We feel this open space building is more useable but then it is also flexible. We wanted to leave options open for future.

Mr. Ridgway asked if, depending on the outcome of the CLIA lawsuit, the local Juneau community may not be able to use this in the off season?

Mr. Uchytel said he does not see that being possible and our intentions are to look at this as a community use space to be used in the winter months also.

Mr. McCasland asked if there is concern of the homeless people hanging out in this open space area?

Mr. Gillette said the building will be able to be secured.

Mr. McCasland asked about the fire pit areas?

Mr. Gillette said yes that can happen with those type of facilities but it is dealt with everywhere and not a reason not to do this.

Mr. Uchytel said a question that has been asked is why Docks & Harbors should participate at all and why is it a good deal for public funding? Is this too good of a deal for Archipelago? Horan & Company is going to determine the cost of submerged, sloped and uplands value which is a fixed commodity. The question from the City Manager's staff is why the property line is located where it is and is this too good of a deal for the private developer. The property line follows the 15' contour which we believe is a good location because we don't end up buying more expensive uplands, deck over uplands and follow the retaining wall. It provides good value to Docks & Harbors, and also provides sufficient uplands for the private developer to build. Mr. Uchytel talked about other options and outcomes with the other options but staff believes the presented property line will be the most beneficial for Docks & Harbors.

Mr. Ridgway asked if contractors were hired to determine the cost differences for the other options?

Mr. Uchytel said the question from the City Manager was why should Docks & Harbors build the retaining wall and what is the cost justification to do so? That is why I reached out to a contractor and staff to come up with reasons that we believe it is in the public good to proceed with Docks & Harbors funding the retaining wall and the property line location.

Mr. Janes asked if the egress and ingress investigation onto South Franklin control has been looked into. Who was going to control it and who was going to pay for the control? Is there a plan on how this will operate on a busy day?

Mr. Gillette said we have met with DOT and they have agreed this is the preferred option. We changed the egress away from the building and changed the normal path flow into the lot which gives them the site distance they need. We have applied for the permit and they will review it and come back with any other conditions they feel need to be addressed. In terms of protecting the public, they have indicated in some of their meetings they may

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING MINUTES
For Wednesday, November 14th, 2018

want to require a guarded crosswalk at that location if the site distance is minimal. Initially, DOT does not see any big obstacles and our permit application is being reviewed by the rest of their staff.

Mr. Etheridge asked if there has been concern from industry to pay for this project with Marine Passenger Fees?

Mr. Uchytel said CLIA has not reached out to him on this project. CBJ Law believes this is a legally defensible project. Earlier this fall Mr. Uchytel said he gave a tour of our facilities to the CEO of Royal Caribbean and showed him the plans for this project and he thought this was a great idea.

Mr. Etheridge asked if Mr. Day & industry are supportive of this project?

Mr. Uchytel said that is a difficult question but he believes TBMP members/operators and passengers will benefit from this project.

6:01 – 5 Minute Break

6:07 – Meeting called back to order

Mr. Ridgway asked Mr. Uchytel what he needed from the Committee tonight.

Mr. Uchytel said he wants to make sure the Committee is informed of what staff is doing moving forward with this project. He said he goes to the Committee of the Whole next Monday. Assuming things go well with the Assembly, the plan is to introduce an Ordinance for the PSA, which CBJ Law is reviewing, on November 26th. The Finance Director is working on a funding package which will look something like page 13 of your packet. If this is passed up to this point, action for the Assembly will be on December 17th. We are trying to move appropriately and keep things on schedule. We intend to go out with a procurement later this month which will be approximately \$800,000 for the Government provided steel pilings and rebar for the retaining wall that will run concurrent with the Assembly action. This would mean the contractor can begin work as soon as the bid is awarded and staff believes there is relatively low risk. We will not open the bids and cancel the procurement if the Assembly comes back and says they do not want to proceed with this project.

MOTION By MR. ETHERIDGE: TO REAFFIRM SUPPORT FOR THE DOWNTOWN WATERFRONT IMPROVEMENT PROJECT WITH FUNDING AND JUSTIFICATION AS PRESENTED AND ASK UNANIMOUS CONSENT.

Mr. Eiler objected because he believed the Chair skipped public comment.

Mr. Ridgway asked for public comment and there was none. He then asked for Committee Discussion/Action.

Public Comment-None

Committee Discussion/Action

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING MINUTES
For Wednesday, November 14th, 2018

Mr. Eiler said he supports keeping the momentum on this project, but there are missing details that are causing a log jam. We haven't seen the new PSA or what Archipelago is willing to do regarding sharing costs. When early designs and proposals were taken to the Assembly, some of their members felt rushed by us trying to move forward without having their questions answered. He questioned if it is wise to having a leading procurement for rebar and pilings before bringing this project to the Assembly and a PSA finalized. He is concerned with how we are trying to move this forward as a Board without having reviewed a new PSA. He feels this is an incomplete process from the Board's but he is supportive of a public private partnership.

Mr. Ridgway said the motion is fairly generic and does not imply the Board has written, seen, or approved the PSA which in his understanding is currently at CBJ Law and they are doing significant changes. He asked the Board members if they think their role is? Is it to be supportive of the staff and their choices which are in the best interest of Docks & Harbors Mission and to have them look to limit liability and make sure to have fiduciary responsibility with the Board's faith in the staff with the bland statement to have staff continue the work? On the other hand, if the Board members believe this motion is specific that we understand the fiduciary responsibility and understand and approve the details of the PSA and fully support the project as is, those are two different things. He said he is not sure the Board will even see the PSA before it is finalized.

Mr. Uchytel said he has a copy of the latest version of the PSA. However, the Assembly has tasked the City Manager with the negotiations on the PSA. He said Mr. Watt will defer as much as possible to Docks & Harbors staff and Board but the Assembly has charged Mr. Watt with the PSA details.

Mr. Ridgway said he has worked with staff and this motion is basically stating that this is a valid project. The Committee is not saying this is a good deal or bad deal and the Assembly has left that up to the City Manager. The support is for the process and not details of the deal.

Mr. Etheridge said the Committee is just providing the support for Staff to go to the Assembly and let them know the Board still supports this project. The cost of this project is so high, the Board does not have authorization to approve funding so that approval will be at the Assembly level anyway. He said everything has to be lined up so when staff does go to the Assembly and it is approved we can move forward right then. We need to be one step ahead of the Assembly to move quickly and have the Board backing.

Mr. Wostmann said he agrees. This motion is an opportunity for the Board to say to staff we like what we see at this point and support moving this forward as expeditiously as possible. He suggested a small change to the motion; The Committee acknowledges there are still remaining issues to be resolved but at this point in time we believe the project is one that we can support and support staff with moving forward.

Mr. Ridgway said all of these motions are to support staff and the decisions they are making.

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING MINUTES
For Wednesday, November 14th, 2018

Mr. Uchytel said Mr. Horan can't do the appraisal on the property until the PSA is completed. They are working on it now, but the remaining details can't be put in place in the appraisal until the final PSA. The recognition that several details to this project are incomplete is true.

Mr. Eiler said that with those issues clarified, he believes he can support a motion to move this forward. He suggested for staff to ask the City Manager and the Mayor about advancing procurement for materials.

Mr. Etheridge asked if he still has objection to the motion.

Mr. Eiler said if the amendment by Mr. Wostmann stands he will remove his objection.

Mr. Ridgway said the motion has already passed.

Mr. Eiler said he is fine with the motion as is as long as his comments are on record.

MOTION By MR. ETHERIDGE: TO REAFFIRM SUPPORT FOR THE DOWNTOWN WATERFRONT IMPROVEMENT PROJECT WITH FUNDING AND JUSTIFICATION AS PRESENTED AND ASK UNANIMOUS CONSENT.

Motion Passed

3. Approval of the 2020-2025 Capital Improvement Project (CIP)

Mr. Gillette said on page 14 and 15 in your packet is Docks & Harbors six-year plan for Capital Improvements. FY20 would go into the budget if approved. This shows the projects that we are seeking money for or have funding for and plan to do in the years shown.

Committee Questions

Mr. Eiler asked about the project listed to deck over the area in front of the People's Wharf. He wanted to know what was that project.

Mr. Gillette said this was part of the Urban Design Plan. It is down by Tracy's Crab Shack and in front of the People's Wharf building. This is an open space area in the Seawalk that was identified as a potential restroom location. It was also identified as the location for the USS Juneau Memorial. This was supported in the plan but currently we do not have funding for it. Staff will apply for State Marine Passenger fees again in 2021. The other part of this would be to add a guard rail along the front of the Seawalk now that it is not considered an active dock.

Mr. Uchytel said every year at this time City Engineering asks every department to put together their five year CIP list. It doesn't mean the monies are available and priorities are as listed. This is a way for City Engineering to track and the Assembly will then approve the CIP list.

Mr. Gillette said FY20 would receive the first funding for projects and we have five out of the eight listed dependent upon grant funding. This is a project wish list and if we did receive the grants we would need to come up with matching funds and we have identified

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING MINUTES
For Wednesday, November 14th, 2018

places that we could do that. For the last three projects listed on page 15 staff has applied for the Federal BUILD grant which was the former TIGER grant program. It is highly unlikely we would get all three but we are hopeful we will get one. If we do get the grant money we will then need to go through the process of appropriating the money, getting the Assembly to approve it and move forward with the project. If we don't get any grant funding they will move to another year to apply again. There has been one on the list for three years and we have not received any funding. We just keep applying until we do get funding and then we move forward.

Mr. Ridgway asked if everything lined up and Docks & Harbors received all the grants, how would Harbor staff deal with a major influx of project funds? Would you need to plus up staff or are these primarily design builds.

Mr. Gillette said if we did receive all five of the grants that we applied for we would be very busy and would probably have to staff up to accomodate. If we got the money we would figure out how to move forward with the projects.

Mr. Uchtyl said we are still hopeful to secure the permits for the dredging, blasting, and wall for the float installation project at Statter Harbor IIIB this year so we can start the project next year. Law has determined we will need a 15% local match with the Marine Passenger fees. For the local match we are going to try to use the value of the property as property in lieu of local match. We are trying to be creative when trying to finance these projects as required.

Public Comment- None

Committee Discussion/Action

Mr. Eiler commented that the plans for the decking over of the area by People's Wharf should be revisited. He supports the development but he is not sure that restrooms are the best use for that area of our waterfront. He said if Docks & Harbors does get lucky and receives all the grant funding we have applied for, he would like that project revisited.

Mr. Ridgway agreed with Mr. Eiler. He said in the future he would like more time to review the list so he can familiarize himself with the projects better before making a decision.

MOTION BY Mr. ETHERIDGE: TO APPROVE THE DOCKS & HARBORS 2020-2025 CAPITAL IMPROVEMENT PROJECT (CIP) LIST AND ASK UNANIMOUS CONSENT.

Motion Passed with no objection

4. Docks: Enhanced Security Facilities

Mr. Uchtyl said last December for the FY19 Marine Passenger Fee request we made a request for \$170,000 for biometric Transportation Workers Identification Credential (TWIC) readers. They make a lot of sense for busier ports, but it does not make sense to have it here where it would be used on known locals. We sent letters stating that this is not needed here and we didn't know the outcome of our letters until September when the

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING MINUTES
For Wednesday, November 14th, 2018

Coast Guard said they are not going to implement the readers and they put it on the indefinite list. The money that was going to be used for the TWIC card readers, staff is asking to be reprogramed and used on security booths for the two publically owned floats. With the new security facility plan approved by the Coast Guard, we now check every passenger that comes back to their ship. What we have currently is inefficient and we want a better walk through security check point. He said he asked the City Manager and he is good with the change if the Board approves. It will go to the Assembly for final approval.

Committee Questions

Mr. Ridgway asked if there was going to be some point in time when we would absolutely need to have the TWIC reader?

Mr. Uchytel said it is unlikely.

Public Comment-None

Committee Discussion/Action

Mr. Wostmann said he is in favor of this motion.

MOTION By MR. ETHERIDGE: TO RECOMMEND THE TRANSFER OF \$170K OF FY19 MARINE PASSENGER FEES IN THE DOCKS ENTERPRISE OPERATING BUDGET TO A NEW CIP PROJECT FOR ENHANCED SECURITY FACILITIES AND ASK UNANIMOUS CONSENT.

Motion passed with no objection

Mr. Eiler left the meeting at 6:45pm.

IX. Items for Information/Discussion

1. Annual Report to the Assembly

Mr. Uchytel said Docks & Harbors is required per Title 85 to present the state of the Harbors to the Assembly annually. He said he drafted the report and it is on page 17 in the packet. This basically talks about the number of people Docks & Harbors served, projects that we have been working on, and projects we intend to do. The fee schedule will also be included.

Committee Discussion/Public Comment

Mr. Ridgway asked if there would be any benefit in letting the Assembly know the value of the assets as well that are managed by Docks & Harbors.

Mr. Uchytel was unsure.

2. Small Cruise Ship Infrastructure Master Plan – Request for Proposal

Mr. Uchytel said this is an RFP for the \$150,000 in Marine Passenger Fees from the City Manager that is basically a study to see where we can invest in facilities to support small cruise ships. The study extends from Auke Bay to Downtown to pin point locations to accommodate the small cruise ship niche.

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING MINUTES
For Wednesday, November 14th, 2018

Committee Discussion/Public Comment

Mr. Ridgway asked about the schedule?

Mr. Uchtyl said the procurement schedule is in the packet. We also encourage Board member to participate in the RFP selection process. If any members would like to participate to let staff know.

Mr. Ridgway asked if the Board members would have the opportunity to see the draft master plan.

Mr. Uchtyl said yes.

Mr. Wostmann asked if there is a process to select the RFP review committee?

Mr. Uchtyl said there is no process for that. He usually has himself, the Port Engineer, the Deputy Port Engineer, the Harbormaster, and any Board member who would like to participate.

Mr. Ridgway said he would like to be on the RFP review committee.

3. Safety & Security of Harbor Facilities

Mr. Uchtyl said on page 37 in the packet is a letter from Mr. Wendel raising security concerns at Amalga Harbor which he said he also forwarded to all the Board members. He was using Amalga Harbor and overnighted while deer hunting and came back to find his window broken and the glove box rifled through. He is basically saying Harbor patrons pay money for a launch ramp and they deserve to have a safe, secure facility. He is proposing that Docks & Harbors needs to put cameras and lights at Amalga Harbor. Mr. Uchtyl said he did reply to his email and stated that security is important to us and staff does take it seriously but there are challenges in bringing power and cameras to Amalga Harbor and Echo Cove. Patrons do pay \$90 for a launch permit but Juneau is unique in that we have launch ramps that are 50 miles apart and there are high expectations that all facilities are useable and snow removed. Docks & Harbors collected approximately \$155,000 in launch ramp fees in 2017. Now that we have our asset management system, it shows we spent \$110,000 just in moving snow in 2017. Like everything, we need to prioritize our resources and we want safe, secure facilities without a doubt but we have to provide reasonable responses to questions like this.

Committee Discussion/Public Comment

Mr. Ridgway asked if he heard back from Mr. Wendel after Mr. Uchtyl responded.

Mr. Uchtyl said no. He heard Mr. Wendel posted his letter on facebook but not Mr. Uchtyl's response.

Mr. Wostmann said he was the Board member who asked Mr. Uchtyl to bring this to the Committee for discussion. He said there is power at Amalga so he is curious what it would take to have cameras installed?

Mr. Borg said there is one light bulb.

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING MINUTES
For Wednesday, November 14th, 2018

Mr. Wostmann asked if it was not practical to put a security camera on a pole?

Mr. Borg said we could do that but we can't get a signal to us because there is no cell coverage.

Mr. Ridgway said he encourages staff to projectize looking into any inventive way of leveraging someone else to monitor remote cameras or have remote site monitoring.

Mr. Etheridge said before getting too deeply into this we need to bring this before the Assembly again. Staff did a lot of review on this years ago and provided different price ranges and camera options for the different Harbors and the Assembly said no way.

Mr. Ridgway said that is why he wanted it projectized and put \$75,000 on it for review. This would be at least a proactive response to an individual that just had to pay \$600 to replace his window and it would be passed by the Assembly.

4. North Douglas Launch Ramp Improvement Concept

Mr. Uchytel said in the CIP list staff put \$5M in for improvements at North Douglas. In the past the Board has been requested to do some work at North Douglas but has not been on the top of the list. The change now is the amount of waste rock Kensington is producing. He met with the General Manager of Kensington on numerous accounts. They have a need to get rid of rock and we have a potential to build something at North Douglas. One of the issues is it is a big fill. We need 165,000 cubic yards and the ramp needs 55,000 cubic yards of fill. To put this in context it is larger than the fill needed at Statter Harbor which is 110,000 cubic yards. If we can work out a deal with Kensington, we do know the Municipal Harbor Grant Program does cover launch ramps but only launch ramps. We could possibly get a 50/50 match for the launch ramp area but not for the parking lot. He could contact State of Alaska Fish & Game to see if there is any grant money available for this project. He said staff looked at this and have said lighting will be necessary for the launch ramp area. If we did want to move forward with this we would need to get more property from DNR.

Committee Discussion/Public Comment

Mr. Ridgway asked if anyone looked at relocating the ramp?

Mr. Uchytel said they did not.

Mr. Ridgway asked if staff could add to PND's scope of work to do 10 hours of work looking at options for relocation.

Mr. Uchytel said looking at a different location could probably be added to the Small Cruise Ship Study.

Mr. McCasland asked if lights have to be put at the launch ramp?

Mr. Borg said he hears that is needed often.

Mr. McCasland asked with the new design if the float would be left in year-round?

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING MINUTES
For Wednesday, November 14th, 2018

Mr. Borg said that is what we want to do.

Mr. McCasland recommends to not have lights at North Douglas.

Mr. Ridgway asked if the potential funding for this was a BUILD Grant?

Mr. Uchytel said no, we can get a 50/50 match up to \$5M and if Fish & Game supports it, that could be used as the match. At some point we may need to ask the Assembly to approve a Revenue Bond or Geo Bond for a lot of these projects we want to get completed.

Mr. Ridgway asked what is our level of responsibility to look at broader potential impacts? Do we have to analyze additional traffic on the highway, potential light pollution, or broader planning efforts?

Mr. Uchytel said we don't have to do a National Environmental Policy Act (NEPA). Because there is already a facility existing, they will be more willing to accept the changes.

Mr. Becker said there is a process currently going on trying to get a second channel crossing that this may be able to be lumped in with.

X. Staff & Member Reports-

Mr. Uchytel said Docks & Harbors Christmas Party is at DIPAC this year.

Mr. Wostmann asked if the project with the individual that wanted to put Kayaks at Statter Harbor for winter use moved forward?

Mr. Borg said we have been engaged with Ms. Hart.

Mr. Wostmann asked if this was able to happen?

Mr. Borg said yes, we are waiting on information from her at this time.

XI. Committee Administrative Matters

1. Next Operations/Planning Committee Meeting- **Wednesday, December 12th, 2018.**

XII. Adjournment- The meeting was adjourned at 7:10pm.

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING MINUTES
For Wednesday, December 12th, 2018

I. Call to Order

Mr. Eiler called the meeting to order at 5:04pm in CBJ Room 224.

II. Roll Call

The following members were present: Don Etheridge, Bob Janes (Via Telephone 5:18-5:42) Bud Simpson, James Becker (Via Telephone 5:00 -5:17, in person 5:29 to end of meeting) Bob Wostmann, and Weston Eiler.

Absent: Dan Blanchard, David McCasland, and Mark Ridgway.

Also present: Carl Uchytel – Port Director, Gary Gillette – Port Engineer, David Borg – Harbormaster, and Matthew Creswell – Deputy Harbormaster.

III. Approval of Agenda

Mr. Uchytel said he pulled the minutes for the November 14th meeting at the request of a Board member and moved the Downtown Waterfront Improvements Project to items for information because there is no action.

MOTION By MR. ETHERIDGE: TO APPROVE THE AGENDA AS AMENDED AND ASKED UNANIMOUS CONSENT.

Motion passed with no objection.

**IV. Public Participation on Non-Agenda Items –
Kay Sullivan, Juneau, AK**

Ms. Sullivan said she is here to talk about the proposed changes at Amalga Harbor along with several neighbors. She said she was just recently made aware of the changes and she would like her voice heard. Amalga Harbor is a small, shallow harbor and there was a lot of pressure put on it, especially when the Auke Bay boat launch was under construction. There was relief when Auke Bay opened this last year and considerably less conflict at the dock. We have seen eight bears consistently throughout this past summer at the Harbor and one killed a dog. There is also pressure from DIPAC, who has the hatchery, and the seine fleet in July. She said she understands the proposed changes are supposed to deal with the congestion of the Harbor but she said that was relieved when Auke Bay re-opened. Looking at the plans, the longer dock at best will only help on those rare occasions when the lowest tides correspond with sunny weekends and high use. The vast majority of delays and conflicts come from boater inexperience and an occasional inconsiderate boater. She said it is not all tide problems. It doesn't matter if it is low or high tides and it will not be fixed with more dock. She is suggesting handing out brochures describing docking and launching etiquette which may help people to get in and out of the launch area quicker. The next issue she wanted to talk about was debris in the Harbor. She said she was told by Docks & Harbors that the amount of fish debris will not increase with the creation of three cleaning stations. She said the Neighborhood Association whole heartedly disagrees with that assessment. Not everyone coming into the Harbor right now cleans their fish there so putting in three cleaning stations is bound to increase the amount of debris. What happens

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING MINUTES
For Wednesday, December 12th, 2018

when the people are cleaning their fish is they throw the carcasses into the water and initially the halibut carcasses sink but they later float as they decay and the stomach fills with gas. Once this happens they rarely float out of the Harbor. With each tide they move further upland. She said the carcasses on the South side work their way up toward their homes. The Harbor is too small, shallow, and protected to flush the fish debris. It tends to flow to the head of the Harbor and drops the debris in the tall grass which then creates a terrible odor and provides an incentive for the resident bears to come in close to the homes. The bears are becoming habituated and they are not easily scared off. They have become aggressive and are a threat to life and property. If the bear survives the winter, it will return. Even if that bear doesn't come back, there will be another bear because of the incentive. There is also a layer of scum on the water because of the fish decomposing. When you go out to kayak or paddle board, you are walking through all the scum. At the end of the day, all the boaters go home and we are left with the debris to deal with. The last issue is the navigational aid. We are told the plan is to install a 25' piling with a red triangle on the top of it right in the Harbor. For the Neighborhood Association, that is unacceptable. It will be right in the middle of our view and we would look at it everyday all day. She said she does not believe there was consideration given to the Amalga Community when proposing this option. There are at least four rocky areas that line the navigational channel at Amalga Harbor. The Neighborhood Association thinks a better solution than a piling is education for the boaters with better signage at the dock and a handout provided when a launch permit is issued which clearly shows all the rocky obstacles. She said education is a better solution than an unsightly piling and triangle.

Doug Larsen, Juneau, AK

Mr. Larsen said he has property at Amalga and his family has been there since 1959. Over the years, there have been incredible improvements at Amalga Harbor, and the Amalga Community is deeply appreciative of all the work. He said he remembers as a kid watching people back down into the muck to launch their boats and get stuck. He said he wants to be clear that the Amalga Community is not opposed to development or improvements. This is more of a matter of scope and Ms. Sullivan did a good job laying out the concerns of the Amalga Community. He said he has worked 30 years in the wildlife department. He said he understands the bear issues and knows there are bears living in Juneau, but anything people can do to alleviate or minimize that is good. In Amalga Harbor, all the fish carcasses promote more bears. In terms of the rocky obstacles, he said anything to help people from damaging their prop the Neighborhood Association is in support of, but hopefully there can be something other than the piling with the red triangle that will be more of an eyesore in this quaint little bay.

Mr. Janes said he knows about the rock and lost a lower unit on his boat in 1966. He saw the picture of it the first time the other day and was somewhat surprised on how big the rocky area is. He asked Mr. Larsen if he had an idea on an alternative to the piling that would be more appropriate for the area?

Mr. Larsen said some signage at the dock that shows where the obstacles are or remove it. He said he doesn't know the magnitude to remove it but he suggests looking into removal.

Deven Mitchell, Juneau, AK

Mr. Mitchell said he is not part of the Amalga Neighborhood Association. He said he made a mistake about sending a letter some time ago to Docks & Harbors about his experience at Amalga Harbor

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING MINUTES
For Wednesday, December 12th, 2018

which was pretty unpleasant. He said he goes to Amalga Harbor frequently since he was a kid, but the day he is talking about he was in a 28' boat and it was probably a 10' tide. He pulled into Amalga Harbor and there were two boats, one on each side of the dock cleaning fish. There was still room for one boat on the front end of the south side of the dock, he pulled into that spot and walked over to get his truck at the far end of the parking lot. He pulled his truck to the ramp and the guy at the end of the dock that was cleaning fish had finished cleaning fish and was parked front row at the launch ramp. This guy now thinks he is cutting him off. Mr. Mitchell said he knew the guy, but he was told by him that he would have physically attacked him if he hadn't known him. He was upset enough that their friendship ended. He said that was the worst experience, but there have been other times when he pulled into the Harbor and there wasn't room at the dock because of people cleaning fish. Amalga Harbor has a small dock and a small ramp to launch and retrieve boats which results in having to idle and wait for people to clean fish. He sees this project as a potential solution to his past experiences. The alternative he would like to see is a fish cleaning dock totally separated from the float but he understands that is illegal.

John Cooper, Juneau, AK

Mr. Cooper said he is an Amalga Harbor user. He would like to see the fish cleaning on the other side of Amalga Harbor where DIPAC has its facilities. He understands Fish & Game has a problem with that and they do not want to solve that issue so this plan seems to be the best available solution. He said the fish cleaning problem exists, but not all the time. However, it will be a problem even more because we keep getting more boats in Juneau and that is a reality. The problem with one cleaning station and four or five people wanting to clean is boaters will be idling near the rock and if there is wind, boaters will tend to drift into that rock. Instead of watching other boaters, people are watching their fathometers so they don't take their lower units out. A marker on the rocky obstacle so boaters can see it will help the boaters watch what's going on and be out of the cockpit which would be a big safety improvement. If there are other alternatives, he would be glad to look at them but right now this is the best idea that Fish & Games agrees with that he has seen in two or three years and he said he is in favor of it. He said there are ways to remove the rock by using expanding chemicals but it will be more expensive than the proposed current project.

Mr. Simpson said the fish waste has been a concern of the Board. He asked if the additional cleaning tables are not expected to generate more fish waste because there is a finite amount of boats coming in to clean fish and this would just spread it out?

Mr. Uchytel said the proposal with the 75' extension would push the fish cleaning further off the shore and he has no doubt that not everybody cleans their fish at Amalga. He said because we are building three fish cleaning stations we will have three times the amount of carcasses is not true. There could be more but he does not think so. This is not our preferred alternative but this is the alternative that Fish & Game said they would fund for a fish cleaning station.

Mr. Wostmann asked Mr. Uchytel about the currents. He asked if Mr. Uchytel knew another location for a fish cleaning station, like a separate dock, that would not have the fish carcasses drifting on the south shore.

Mr. Uchytel said he does not have any data for currents.

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING MINUTES
For Wednesday, December 12th, 2018

Mr. Eiler asked Mr. Uchytel to clarify the Alaska Department of Fish & Game's role in the funding and approving the project.

Mr. Uchytel said the initial study was done by our part time employee Harold Moeser. He looked at several options and our preferred location was an off shore fish cleaning station. However, Fish & Game said they would not support it and would not fund it if it is off shore and preferred the float extension. Fish & Game is funding \$280,000 of this project and anything over Docks & Harbors will fund. Staff believes the majority of the work can be completed with that amount. Harold Moeser also had an estimate to remove the rock for \$300,000. Staff asked Fish & Game if they would fund the removal of the rock and they said no.

Mr. Becker said he is also on the DIPAC Board and he has experience with this issue. He is not speaking for DIPAC but he would be an advocate for satisfying the disturbance because they have been very patient. These bears have memories and they will come back again.

Mr. Eiler asked if the Board had any other questions, and asked Mr. Uchytel about the timeline and future public process.

Mr. Uchytel said about 2 ½ years ago Mr. Moeser started with the study and staff came up with the preferred option. That was on hold until we had a good sense of what the new Statter Harbor launch ramp would do to the use of Amalga Harbor. Although we didn't collect hard data, anecdotally from staff even though Statter Harbor launch ramp is used, they did not see a decline in use at Amalga so it merited moving forward with a solution. The cooperative agreement with Fish & Game was expiring at the end of this month so last summer staff re-engaged with Fish & Game. They asked staff what we wanted to do, we told them our preferred plan, but they would not support a remote fish cleaning station. Staff brought this plan before the Board in August with our plans and held a public meeting at the Mendenhall Library in October. Now staff is moving forward with final design with PND Engineers. The plan is to get this installed before July. If it doesn't happen before July staff will wait until October. We still need a permit with the Corps of Engineers and they will also reach out to the other federal services.

Mr. Eiler encouraged additional comments be sent to the Board.

Debbie Driscoll, Juneau, AK

Ms. Driscoll suggested in the future when changes occur in a Harbor where individuals live, please make an attempt to contact those individuals so they can provide input.

Mr. Uchytel said we do advertise on the radio and newspaper when we are having public meetings. Mr. Uchytel passed around drawings of what the float would look like at low tide.

5:42 pm Mr. Janes left the meeting.

V. Approval of Wednesday, November 14th, 2018 Operations/Planning Meetings Minutes

Mr. Eiler requested the minutes be held over to next meeting.

VI. Consent Agenda - None

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING MINUTES
For Wednesday, December 12th, 2018

VII. Unfinished Business - None

1. Downtown Waterfront Improvement Project

Moved to Items for information

VIII. New Business

1. Yankee Cove Lease – Rental Adjustment Objection

Mr. Uchytel called Mr. Charles Horan, our term contract appraiser, so he could participate in the discussion.

Marion Hobbs, Juneau, AK

Mr. Hobbs said he is here to object to the latest adjustment on his tideland lease which was done by Mr. Horan. He said he rents his dock to Coeur Alaska. Their Attorneys came to Mr. Hobbs and said they had some legal problems with the lease between Mr. Hobbs and the City, and it is causing problems with the lease between Mr. Hobbs and Coeur Alaska. He brought this to Carl's attention a year and a half ago. He said his lease was supposed to be renewed every five years but it has now been 10 years since it has been looked at. He said the more he looked into what was going on, the more complicated it got.

Mr. Eiler asked Mr. Hobbs to clarify what he is objecting to and what he is specifically asking of the Committee.

Mr. Hobbs said his objection is that when he received his new appraisal, that didn't fall under the category of what his agreement was with the City for a re-evaluation. The problem is, Docks & Harbors requested a new appraisal on a different piece of property than what was in the original agreement 10 years prior. He provided the Committee with a handout and talked about a map on page three saying that the area originally requested, and the area leased/dock and breakwater are built on are two totally different areas. When the new area was requested by CBJ to be appraised, it entailed a lot more area. In the actual documents of the lease agreement from 10 years prior, it has the description of the lease area. There is 25,000 sq ft of dock facility and 10,800 sq ft of the breakwater area. Also in the agreement this was suppose to be re-evaluated every five years. He doesn't understand why the City asked Mr. Horan to do a new appraisal on a completely different area. The area that has been requested by Harbors is the area that contains the smaller area with his dock facility which is the as-built area survey that is the area agreed upon in our first agreement. He said Mr. Horan looked at this as if the City has over 3 acres but he is only leasing a small portion of it. This was agreed upon 10 years ago. A lot of the area in the over 3 acres is not useable. Part of it belongs to DOT right of way. Another area that people are not allowed to do anything on is near Besse Creek. He does not understand why the City had to get another whole new appraisal on another area which is the right area that was not in the original lease. He said in a way this is his mistake. He thought between Docks & Harbors and the attorneys there would have been research done and there would have had the correct legal description so when he signed the papers he thought it was all correct. He said one more problem that exists is in the agreement, it says the City pays for the initial appraisal and the re-evaluations are to be paid by the person doing the

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING MINUTES
For Wednesday, December 12th, 2018

leasing. What got his attention is he is paying for a completely new appraisal which was \$4,900. When he went to Mr. Uchytel about this, he was told he could get another appraisal if he didn't like it. He asked why he just paid for the appraisal for the City and now he should have to pay for another one because he didn't like the first one. There is not a lot of logic in this. Why did he pay for something he does not agree with, which he wishes he had more input on in the first place, and then have to pay for another one. He said he is requesting the City return his money that was paid to Horan & Company and he will go get another appraisal. It doesn't make sense to pay for one and then have to turn around and pay for another one. He said this is not just him but it is a problem that lies within several different tideland leases. He said the Board needs to standardize things a little better so people know where they stand and what is happening and not have so many mismatched systems for owners of leases. Mr. Hobbs said he is asking for the money he paid for Mr. Horan's appraisal to be returned or reallocated toward his lease. His lease went from \$.05 per sq ft to \$.12 per sq ft. The comparisons that were used were the Smith property at 3 mile which is the barge landing, Alaska Seafoods fish plant, and Allen Marine. He said his dock facility has a boat that comes in twice a day, loads up people and takes them to the mine and comes back. This is very similar to the other end at Kensington where the same people unload and come back again. It is also similar to Young's Bay (Greens Creek) where they go over and back again. He asked why he is not compared to something similar to what he does? The comparisons don't make any sense to him. He would like to find out what a fair appraisal of his lease is, and should he go from \$.05 per sq ft to \$.12 sq ft?

Committee Questions

Mr. Eiler asked Mr. Uchytel to remind the Committee about the terms of the lease, the appraisal and the process. He noted this lease has been before this Committee previously.

Mr. Uchytel said Mr. Hobbs has been working with Ms. Larson the last several months and she listened to Mr. Hobbs and has told Mr. Hobbs the process allows for a challenge. The lease states the Lessee is to pay for all costs in re-evaluating the property. If he doesn't like the appraisal he can get another appraisal which is the process.

Mr. Eiler recounted Mr. Hobbs testimony in detail. He asked about Mr. Hobbs' claims that the areas his lease is being compared to do not provide for an apples-to-apples analysis. He asked staff to explain the appraisal's peer group analysis and what might have changed over the past 10 years.

Mr. Uchytel said Mr. Hobbs did not like the answer he received so he wanted to come to the Board.

Mr. Eiler asked what decision is before the Committee tonight? Are we making a recommendation to staff or a recommendation to go to the full Board?

Mr. Uchytel said to the full Board.

Mr. Uchytel said the whole system of appraisals is set up around an appraiser. Staff hired a qualified appraiser that brings credibility to the process. He does not like picking and

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING MINUTES
For Wednesday, December 12th, 2018

choosing certain appraisals and deciding what is too high or what is too low. Mr. Horan has been around for 40 years doing this type of work and he knows what property to compare to another.

Mr. Wostmann said he would like to start with what Mr. Hobbs said about the property that was appraised being different from what is in the lease.

Mr. Uchytel said when the State transferred property to Docks & Harbors the survey instructions was the initial lease area. Because Mr. Hobbs asked for a greater area for dredging, the survey instructions came back with a larger parcel which was a greater area than he wanted, and Docks & Harbors did not receive the plat from the survey instructions until 2013. Mr. Hobbs construction started in 2006 and the lease was signed in 2008 and at that time it had a smaller footprint.

Mr. Wostmann asked to clarify the area on the map.

Mr. Hobbs said the area on the map was the area he was originally going to lease from DIPAC but his facility is in a different area and the original ATS number is what is in his lease. He said his complaint is that when Mr. Horan was asked to do a new appraisal by the City was for the whole orange dotted area on the map. He took that into consideration which also includes the green area which is a state DOT right of way.

Mr. Wostmann asked Mr. Uchytel to explain.

Mr. Uchytel said this was because the new survey instructions from the state gave the City a new platted tideland which was primarily because Mr. Hobbs asked for a larger area due to dredging in support of his dock.

Mr. Wostmann asked if this occurred in 2007?

Mr. Hobbs said the area used came from the map in the Corps of Engineers permit application which included the dredge area he thought he was going to have to dredge because at the time that area was a big sandy beach. He asked for a larger area because he didn't want to go back and ask for more and that was what the state took into consideration. He said when he actually did the work he didn't have to dredge as much because he ran into rock and he did not need to dredge a lot of that area.

Mr. Eiler said that illuminates why this area was used in his appraisal. He asked Mr. Uchytel to go over Mr. Hobbs' second contention regarding re-evaluation and the option for a new appraisal.

Mr. Uchytel said it was appraised in 2008 by Mr. Horan for the smaller area and he thought that ended up to be \$.12 per sq ft. Mr. Hobbs went to Mr. Stone and said the rate was too high and he was not going to pay it. At that time, Mr. Stone told Mr. Hobbs to get another appraisal. He went to the Board and they agreed to \$.05 per sq ft.

Mr. Hobbs said the Board saw what was going on at that time and agreed with what it really should be. He said because the State gave the City x-amount of property, and he

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING MINUTES
For Wednesday, December 12th, 2018

only needs to use part of it, does not justify tripling the rate because a smaller area is being used.

Mr. Eiler raised Mr. Hobbs' question of the peer group used in the new appraisal by Mr. Horan. What was the peer group used ten years ago and how does it compare?

Mr. Horan said the 2008 appraisal was based on a 3½ acre parcel and came up with about \$.05 per sq ft. He said Mr. Hobbs negotiated down to a much smaller parcel and negotiated using the much larger unit value at \$.05 per sq ft. This resulted in a below market rent at that time and he explained that to Mr. Hobbs when he was appraising the lease area. He told Mr. Hobbs his rent was going to increase because the original rent was low because it was based on a 3½ acre parcel and he only was leasing a .844 acre. He explained that in the appraisal because he knew it was going to be an issue. In the original scope of work for the current appraisal, it was based on the land the City received from the State, but when he discussed this with Mr. Uchytel's office, they agreed the proper thing to do is appraise the area that is in the lease. It is clear in the appraisal that the appraisal only appraises the size area in the lease. The original lease negotiations were a larger parcel which was what was appraised in 2006. The unit value of that larger parcel was applied to the small parcel which gave a below market rent at the beginning of the lease term. The small parcel is what was leased and that is what was appraised during the adjustment period. He said there was never any confusion on the parcel to be appraised and was the smaller area. He said if Mr. Hobbs' new lease area was reappraised in 2008, it would have been higher on a per sq ft basis. Mr. Hobbs lease has been at a below market rent due to that issue. Mr. Horan said the market is at \$.12 a sq ft because they went out and looked at comparables or peer groups as referred to. There are comparables that are larger in size and more remote in location with ranges from \$.05 per sq ft to \$.07 per sq ft for several acre parcels, and \$.15 per sq ft or higher for smaller parcels more like Mr. Hobbs'. Because his parcel was farther out the road it was at the lower end of the higher rate. Another thing the market does is look at the overall rent, which is \$4400 per year. For land in its pre-developed condition to support this type of facility was not unreasonable when you look at the peer group of other industrial land rental rates.

Mr. Wostmann said he is still confused with Mr. Hobbs' letter where he contends that the new appraisal was done on a much larger footage and he just heard Mr. Horan to say that was not the case.

Mr. Horan said Mr. Hobbs' point is that the original order from the Harbor for the new appraisal was for a larger area because it was for the new land that had been conveyed from the State but in concurrence with the Harbor, the appraisal is to address the smaller area as in the lease.

Mr. Hobbs said Mr. Horan did take the exact amount of square footage which is in the original lease he has had for the last 10 years. However, he used the reasoning of the City owning a large area and only a small part of it is used. He said the price was raised from \$.05 to \$.12 because Mr. Horan said it was worth more because the smaller area is being used. He also discussed the comparables used in his appraisal. He does not believe they

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING MINUTES
For Wednesday, December 12th, 2018

are true comparables. He asked Mr. Horan to point out the cookie cutter scenario in his appraisal to the Committee.

Mr. Horan said in the appraisal on page 14 it talks about the cookie cutter area. There is a large parcel area that totals over three acres and Mr Hobbs did the dredging, built the breakwater, added riprap, fill, the dock, and then had it resurveyed around his improvements to decreased the area from over three acres to just over .8 of an acre. What we are grappling with here is the concept of the law of diminishing returns as the size increases. As the size of a parcel increases, which is a general economic rule, the value increases. With all things being relatively smaller, a larger piece of real estate will sell for more than a smaller piece of real estate or will rent for more than a smaller piece of real estate but the unit value per sq ft diminishes as the property increases because the economic utility, the value, the utilization of that additional square footage is diminished as the size increases. But there is not an equal impact as there are exceptions to this rule. Mr. Horan said even though the rent is less for .8 of an acre than for three acres, the rent per sq ft is going to be higher and that is why Mr. Hobbs has had the low market rent for 10 years because he was able to get the three acre rate applied to the .8 of an acre parcel.

Public Comment-

Dennis Watson, Juneau, AK

Mr. Watson said he has been coming to the Harbor Board meetings since 2005 and he has sat in on most lease increases. The values that were established or agreed to by the Board were done out of compassion for an impact on business. He was at the meeting and he is also a licensed realtor so he is familiar with leases. It didn't hold water then, but the Board made a decision.

Committee Discussion/Action

Mr. Etheridge asked why there needed to be another appraisal?

Mr. Uchytel said Mr. Hobbs brings this up as one of the problems. The lease was signed in 2008 and was actually in place in 2006. There was an appraisal back then and the rate was negotiated down to \$.05 per sq ft. Docks & Harbors is required every five years to re-evaluate the property. In 2013, at the end of the five year period, staff was still in the process of receiving the State Tidelands through a survey. He said staff elected to not do an appraisal at that time because the amount was under \$2,000 and the new plat was just done. Now ten years has passed and per the lease agreement it says it should be done every five years. There are some leases that are so small in dollar value that it doesn't make sense to do one every five years but this did benefit him for not doing one. Staff tries to be consistent but we don't do appraisals for a living. We own the process but not the appraisal. He doesn't want Mr. Hobbs, Mr. Gitkov, and Mr. Duvernay go have breakfast at Donna's and ask each other what they pay and they say they went and talked to the Board and got their rate cut in half. He said he relies on the professionals hired to do this work. Right or wrong, that is how the lease is written that the lessee pays for the lease adjustments.

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING MINUTES
For Wednesday, December 12th, 2018

Mr. Wostmann asked what action the Committee needs to take tonight other than a recommendation to put this on the Board meeting agenda.

Mr. Eiler said the Committee has now fully heard Mr. Hobbs objections, as well as the appraiser's and staff's position. He asked what the appropriate motion would be to conclude the Committee's work on the matter.

Mr. Uchytel said his recommendation to Mr. Hobbs was that if he didn't like the appraisal there is a process to appeal it but he didn't want to follow that because he does not think it is in his best interest.

Mr. Hobbs said he is already being charged for the first one of \$4,900 and when Docks & Harbors tells Mr. Horan to do an appraisal it's going to cost the customer. He said Mr. Horan basically has an open check book to do what ever he wants and to take as long as he wants and he had to pay for it. He said then he is told if he doesn't like the first appraisal he has to go pay for another one and oppose it. Where is the ethics here?

Mr. Eiler said all of the past lease assessments considered by the Board, that he's aware of, were conducted by Mr. Horan. That speaks to the caliber of his work and why he is so widely used by CBJ and others. He said he does understand that Mr. Hobbs does not like the answer Mr. Horan came up with, or the peer groups being used, but he has trouble finding an ethical or logical problem with Mr. Horan's methods. He said the lease Mr. Hobbs signed stipulates that he has the right to use another appraiser to get a second opinion.

MOTION By MR.WOSTMANN: TO MOVE THIS DISCUSSION ON THIS LEASE TO THE NEXT FULL BOARD MEETING FOR BOARD ACTION WITHOUT A RECOMMENDATION AT THIS TIME AND ASK UNANIMOUS CONSENT.

Mr. Eiler objected citing the Committee's lengthy work on the matter that evening. He requested to have what has already been discussed summarized so the Board can work toward a recommendation and not just start over on this issue next week.

Mr. Etheridge said this will also give more time to review what has already been discussed.

Mr. Eiler removed his objection.

Motion passed

2. FY20 Marine Passenger Fee (MPF) Request

Mr. Uchytel said even though the lawsuit is finished with Judge Holland's decision, the direction he received from the City Manager was to continue the process as in previous years. He read the list and gave a brief description.

- Area Wide Port Operations – This is asked for every year. \$60,000 was added this year for the potential augmentation for the two additional needed employees, Harbor Officer and Harbor Technician.
- Port Customs/Visitor Center Building Maintenance Support – We are asking for this again.

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING MINUTES
For Wednesday, December 12th, 2018

- Landscaping – We are asking for \$45,000 and have never been successful with funding from the MPF.
- Weather Current Monitoring System – We will ask again and this will be funded because it benefits the vessel.
- Safety Guardrail on the dock – This is for \$2M. He said this is a 50/50 chance if this will get approved.
- Security check point structures phase II – This is a MPF project.
- Electrical EMS response vehicle –Mr. Borg said the docks were designed to drive down to the ship, but we are not able to get a vehicle through the massive amount of people getting off the ships. It takes more time when they try to drive rather than walking a gurney down to the ship and back to the parking lot. This smaller electric vehicle will be used to take a paramedic and their striker type gurney to and from the ship.
- Docks enterprise entire funding with MPF. Dock staff directly serves the vessels.

Mr. Uchytel said this list will be submitted to the City Manager and he will figure out what is appropriate use of the MPF funds.

Committee Questions-None

Public Comment-None

Committee Discussion/Action

MOTION By MR. ETHERIDGE: TO RECOMMEND THE BOARD APPROVE THE FY20 MARINE PASSENGER FEE REQUEST AS PRESENTED AND ASK UNANIMOUS CONSENT.

Motion passed with no objection

IX. Items for Information/Discussion

1. Aurora Harbor Phase III

Mr. Uchytel said Docks & Harbors has had some bad luck with the Statter Phase III project, and was not successful with the BUILD grants. Governor Dunleavy will put out his budget by January 15th. We are hopeful for \$4.5M. If we get \$4M for Aurora the idea is to demo the existing infrastructure and come in with a new headwalk and two main floats with power and no fingers. He would like the Committee to be thinking what if we don't receive any money for this project. We could ask the Corps to postpone the dredging for a year. However, the floats are past their useful life.

Committee Discussion/Public Comment

Mr. Simpson asked if that would put a few dozen smaller boats with no place to moor?

Mr. Borg said yes it would.

Mr. Uchytel said the entire project to replace in kind is \$7M.

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING MINUTES
For Wednesday, December 12th, 2018

2. Project Funding Strategies

Mr. Uchytel went over the last page in the packet with the projects and their funds available.

Committee Discussion/Public Comment

3. Downtown Waterfront Improvement Project

Mr. Uchytel said at the Committee of the Whole Assembly meeting on Monday they approved moving the Purchase and Sales Agreement forward. The PSA and the funding strategy by the Finance Director will be introduced on January 7th and action on January 28th. Things are still moving in a positive way.

Committee Discussion/Public Comment

Mr. Eiler asked Mr. Uchytel to forward the Purchase and Sales Agreement on to the Board when it is released.

Mr. Uchytel said City Law and Morris did agree to the PSA and it has not changed much since that last one forwarded to the Board. He said the appraisal is public as well.

X. Staff & Member Reports-None

XI. Committee Administrative Matters

1. Next Operations/Planning Committee Meeting- **Wednesday, January 23rd, 2019.**

XII. Adjournment- The meeting was adjourned at 7:01pm.

William C. Heumann
6000 Thane Road Juneau, Alaska 99801
907-723-4540 wheumann@msn.com

Mr. Carl Uchytel
Port Director
Juneau Docks and Harbors
City and Borough of Juneau
155 Seward Street
Juneau, Alaska 99801

January 17, 2019

Re: Amendment to Tidelands Lease – People's Wharf

Dear Mr. Uchytel:

I am requesting an amendment to the existing People's Wharf Tidelands Lease granted to me by Docks and Harbors to add 305 square feet of additional space as depicted in the drawing People's Wharf Tidelands Lease Amendment Application.

For the past two years Docks and Harbors has granted me a Use Permit depicted in the drawing People's Wharf Use Permit Application.

Late in 2018 the Assembly extended for another 3-year period the ordinance which allows for permitting outside seating in CBJ ROW's where identified as appropriate by the City Manager. A permit for 2019 has been approved.

The concept of outside seating, crab pots and propane tanks was a novel one when I first requested it three years ago and I believe it has withstood the test of time and the increase in the number of cruise ship passengers. It seems that we are now at the point where Docks and Harbors can facilitate this for a greater duration and forgo the yearly consideration of a use permit and the time and expense associated with the process.

I have added 227 square feet in this request to that which I was granted in the Use Permit. I feel this will meet the needs of Tracy's Crab Shack for the foreseeable future.

Thank you and the Docks and Harbors Board for considering my request.

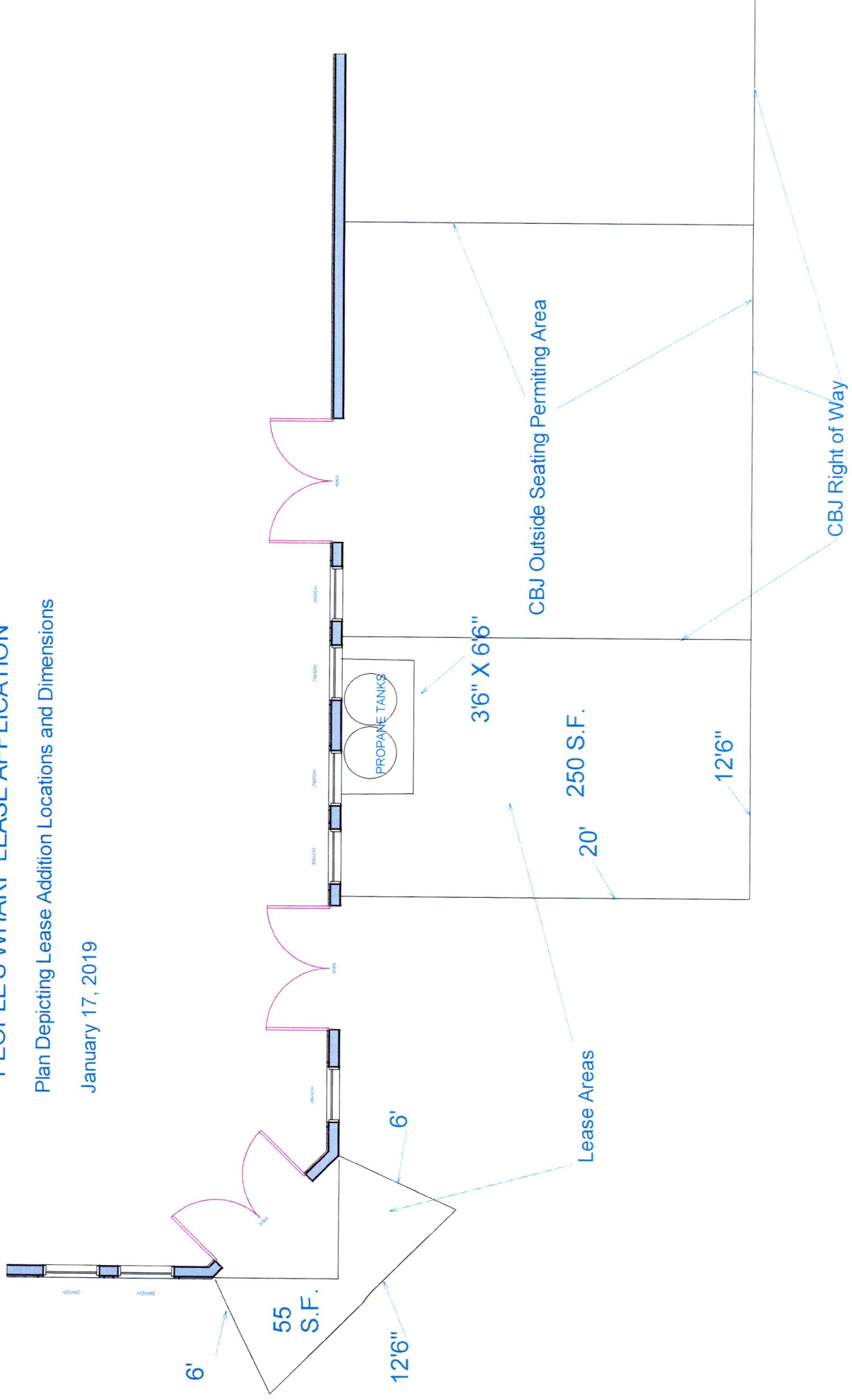
Sincerely,


William Heumann

PEOPLE'S WHARF LEASE APPLICATION

Plan Depicting Lease Addition Locations and Dimensions

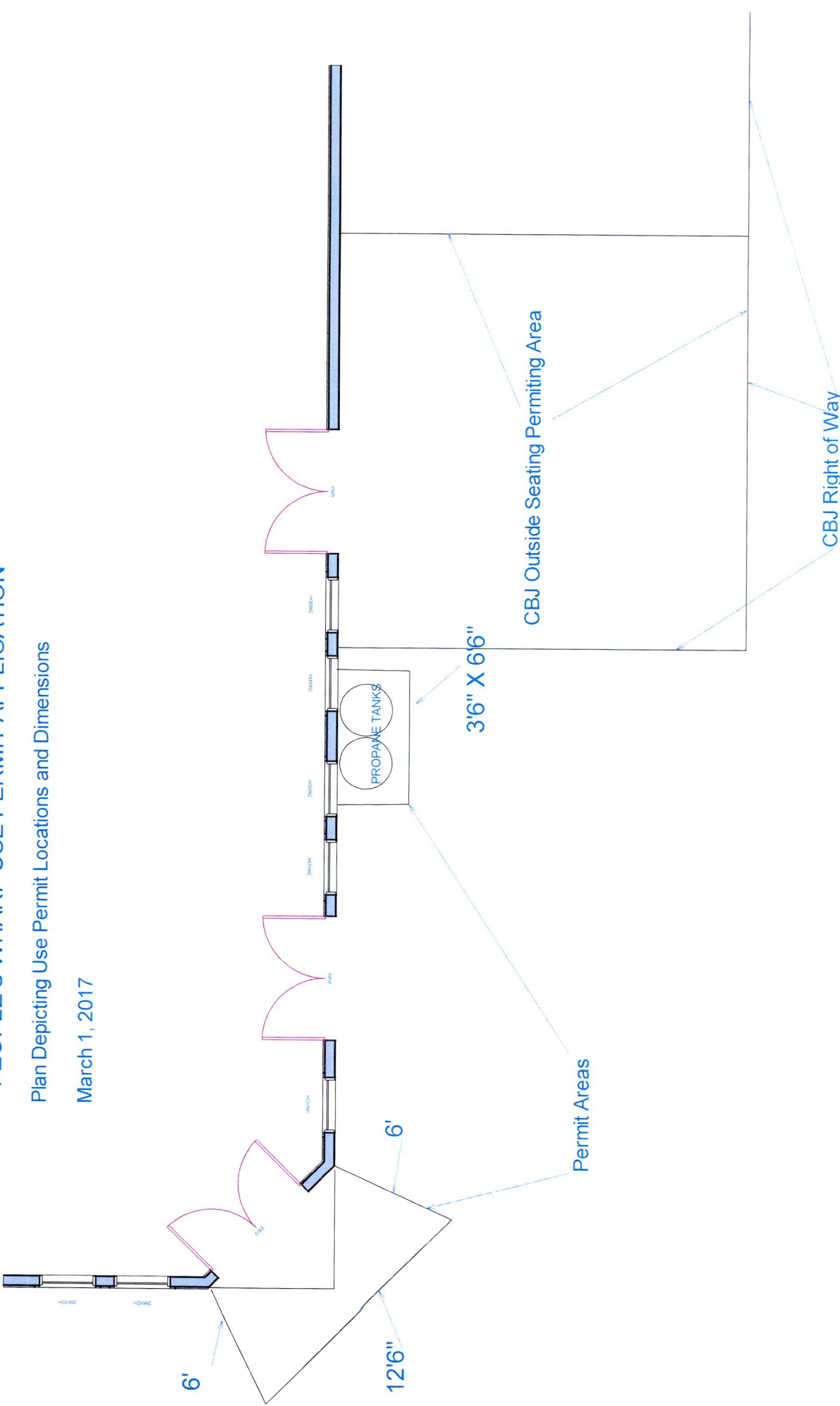
January 17, 2019



PEOPLE'S WHARF USE PERMIT APPLICATION

Plan Depicting Use Permit Locations and Dimensions

March 1, 2017



Presented by: The Manager
Introduced: 10/15/2018
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2018-46

An Ordinance Extending the Sunset Date Relating to Licenses to Use Certain Rights-of-Way for the Selling of Food and Beverages and Related Uses.

BE IT ENACTED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU, ALASKA:

Section 1. Classification. This ordinance is a non-code ordinance.

Section 2. Sunset Date Extended. The sunset date initially imposed by Section 5 of Ordinance 2017-02, is extended three years. The amendments made in Sections 2-4 of Ordinance 2017-02 shall be automatically repealed on December 31, 2021.

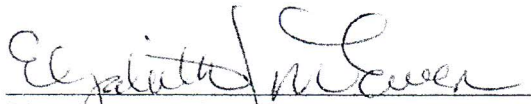
Section 3. Effective Date. This ordinance shall be effective 30 days after its adoption.

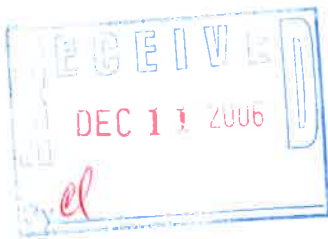
Adopted this 5th day of November, 2018.



Beth A. Weldon, Mayor

Attest:


Elizabeth J. McEwen, Municipal Clerk



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2006-008328-0

Recording Dist: 101 - Juneau

11/14/2006 2:43 PM Pages: 1 of 15



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PEOPLE'S WHARF TIDELAND LEASE

PART I. PARTIES. This lease is between the City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska, hereafter "City," and William C. Heumann, 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.

City:

Attn: John M. Stone, P.E.
Port Director
City and Borough of Juneau

Lessees:

Attn: William C. Heumann
Lessee

155 S. Seward Street
Juneau, AK 99801
Phone: (907) 586-0494
Fax: (907) 463-2606

**RETURN
TO:**

P.O. Box 35096
Juneau, AK 99803
Phone: (907) 586-1714

PART III. LEASE DESCRIPTION. This lease agreement is identified as the People's Wharf Tideland Lease. The following appendices are attached hereto and are considered a 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. LEASE EXECUTION. City and Lessee agree and sign below. This lease agreement is not effective until signed by City. Lessee has authorized and appointed Daniel G. Bruce to execute this lease agreement for Lessee in his name, place and stead, and for Lessee's use and benefit, by a Special Power of Attorney executed by Lessee on October 30, 2006. The Special Power of Attorney

was recorded at the Juneau Recording District on November 1, 2006, and is identified as recorded document 2006-008014-0 and attached to this lease agreement as Attachment A.

CITY:

LESSEE:

Date: NOV. 14, 2006

Date: Nov. 14, 2006

By: [Signature]
Authorized Representative
John M. Stone
Port Director

By: William C. Heumann by Daniel Bruce
William C. Heumann, Lessee
by Daniel G. Bruce
Special Power of Attorney for
William C. Heumann

CITY ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 14th day of November, 2006, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, John M. Stone personally appeared, to me known to be the Port Director of the City and Borough of Juneau, Alaska, a municipal corporation which executed the above and foregoing instrument, who on oath stated that he was duly authorized to execute said instrument on behalf of said corporation; who acknowledged to me 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.



[Signature]
Notary Public in and for the State of Alaska
My Commission Expires: 05-01-07

LESSEE ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 14 day of November, 2006, before me, the undersigned, duly commissioned and sworn, Daniel G. Bruce personally appeared, to me known to be the identical individual described in and who executed the foregoing instrument for and on behalf of Lessee William C. Heumann pursuant to the Special Power of Attorney attached hereto as Attachment A; who on oath stated that he was duly authorized to execute said instrument for and on behalf of Lessee; who acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.



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

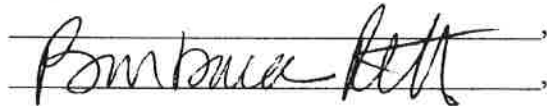


Notary Public in and for the State of Alaska

My Commission Expires: 12-25-2007

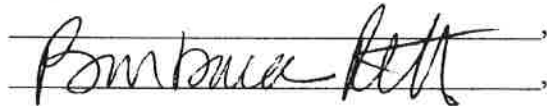


Risk Management Review:



, Risk Manager

Approved as to Form:



, Law Department



APPENDIX A: PROPERTY DESCRIPTION & ADDITIONAL LEASE PROVISIONS

1. DESCRIPTION OF PROPERTY

The property subject to this lease is referred to as "the Leased Premises" or "the Property." The Property is depicted on the maps attached hereto as Attachment B, and is more particularly described as follows:

Fractions of Lots 9B and 13B, Block 83 of the Tidelands Addition to the City of Juneau within A.T.S. No. 3, Juneau Recording District, First Judicial District, State of Alaska, being more particularly described as follows:

Commencing at the most southerly corner of Lot 12, Block 83, Tidelands Addition to the City of Juneau; thence S 45° 54' 00" E, 34.13 feet parallel to and offset 0.33 feet from the decking of the Downtown Seawalk as constructed; thence continuing parallel to and offset 0.33 feet from the said Seawalk decking, N 41° 17' 30" W, 39.56 feet; thence N 48° 37' 11" E, 8.01 feet to the most westerly corner of a fraction of Lot 9B, Block 83, as described in a Statutory Warranty Deed, Juneau Book 554, Page 470; thence along the southwest property line of said fraction of Lot 9B, S 41° 22' 28" E, 32.91 feet; thence along the southeast property line of said fraction of Lot 9B, N 46° 36' 00" E, 26.02 feet to a point on the southwest property line of said Lot 12; thence along southwest property line S 41° 32' 42" E, 5.95 feet to the point of the beginning and terminus of this description.

Containing 476 square feet, more or less.

2. AUTHORITY

This lease is entered into pursuant to the authority of City Code: CBJ 85.02.060(a)(5) and CBJ Chapter 53.20; and Ordinance 2006-32 enacted by the Assembly on October 9, 2006 and effective on November 8, 2006.

3. TERM AND RENEWAL OPTION

The effective date of this lease is upon signature by all parties. The term of the lease is 35 years, ending on November 7, 2041, unless sooner terminated. City 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 City during the first six months of the last year of the underlying lease term.

4. LEASE PAYMENTS AND ADJUSTMENTS

For the first five-year period of this lease term, the annual rental amount shall be Four Thousand Seven Hundred and Sixty Dollars (\$4,760.00) per year, plus sales tax. Rental payments shall be made annually or monthly in advance. Beginning with the first month after the initial five-year period of this lease term, the annual rental shall be adjusted by the Port Director for the next five-year period of this lease, and then every five years thereafter, pursuant to Appendix B to this lease.

5. AUTHORIZED USE OF LEASED PREMISES

Lessee is authorized to use the Leased Premises for the construction, operation, and maintenance of a private seawalk that connects to the City's public seawalk to be constructed, or for the construction, operation, and maintenance of a retail commercial building that abuts the City's public seawalk to be



constructed; provided that if Lessee constructs a private seawalk on the Leased Premises, Lessee shall comply with all of the terms and conditions of Army Corps of Engineers (ACOE) Permit POA-2005-1958-D (Gastineau Channel) issued to the City and Borough of Juneau on January 11, 2006. Lessee shall be responsible to the ACOE and City for any violation of the ACOE Permit due to or resulting from Lessee's conduct or activities on the Leased Premises. In addition, Lessee shall be responsible for obtaining all necessary permits and approvals for Lessee's development of the Leased Premises.

City intends to construct a public seawalk, a portion of which will be located immediately seaward of the Leased Premises. Lessee shall grant City any required easements within the Leased Premises for construction of the seawalk, the exact location of which shall be determined by City; provided, that construction of the seawalk shall not interfere with Lessee's ability to pursue Lessee's development plan for the Leased Premises upon Lessee's receipt of all necessary permits and approvals, or interrupt or delay Lessee's construction or ingress and egress.

6. ADDITIONAL LEASE PROVISIONS

The following provisions apply to this lease:

Lessee agrees to comply with applicable port security requirements.

Lessee will be responsible for all utility, snow removal, maintenance or repair, engineering, design, slope stabilization, or other improvements or services to the Leased Premises. City will not provide any utility, snow removal, maintenance or repair, engineering, design, slope stabilization, or other improvements or services to the Leased Premises.

7. INSURANCE

Commercial General Liability Insurance

Lessee shall maintain 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 City as an "Additional Insured" and shall contain a clause that the insurer will not cancel or change the insurance without first giving City 31 days' prior written notice. Lessee will provide evidence of this insurance to City in a form acceptable to the City Office of Risk Management.

Property Insurance

Lessee acknowledges that City carries no fire or other casualty insurance on the Leased Premises or improvements located thereon belonging to Lessee, and that it is 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.



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A**2006-008014-0**

Recording Dist: 101 - Juneau

11/1/2006 1:44 PM Pages: 1 of 2

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, WILLIAM C. HEUMANN, of P.O. Box 35096, Juneau, Alaska 99803, have made, constituted, and appointed, and by these presents, do make, constitute and appoint DANIEL G. BRUCE my true and lawful attorney for me and in my name, place and stead, and for my use and benefit to do any and every act and exercise any and every power I might or could do if personally present, or exercise through any other person that he shall deem proper or advisable, insofar as such action is or may relate to the lease of the following property more particularly

described as:

Fraction of Lots 9B and 13B, Block 83, Tidelands Addition to the City of Juneau within A.T.S. No. 3, Juneau Recording District, Juneau, Alaska, being more particularly described as follows:

Commencing at the most southerly corner of Lot 12, Block 83, Tidelands Addition to the City of Juneau; thence S 45° 54' 00" E, 34.13 feet parallel to and offset 0.33 feet from the decking of the Downtown Seawalk as constructed; thence continuing parallel to and offset 0.33 feet from the said Seawalk decking, N 41° 17' 30" W, 39.56 feet; thence N 48° 37' 11" E, 8.01 feet to the most westerly corner of a fraction of Lot 9B, Block 83, as described in a Statutory Warranty Deed, Juneau Book 554, Page 470; thence along the southwest property line of said fraction of Lot 9B, S 41° 22' 28" E, 32.91 feet; thence along the southeast property line of said fraction of Lot 9B N 46° 36' 00" E, 26.02 feet to a point on the southwest property line of said Lot 12; thence along said southwest property line S 41° 32' 42" E, 5.95 feet to the point of beginning and terminus of this description.

Containing 476.0 square feet, more or less,

Special Power of Attorney, Heumann to Bruce

Page 1 of 2

People's Wharf Tideland Lease
Page 6 of 15

Attachment A to People's Wharf
Tideland Lease, page 1 of 2



or any interest therein and/or building(s) thereon, including, but not limited to, the power to lease the same for any term or purpose, hereby ratifying and confirming whatsoever my said attorney shall or may do by virtue hereof in the premises, and I agree and represent to those dealing with my said attorney that this Power of Attorney may be voluntarily revoked alone by revocation given the same general distribution as this original Power of Attorney. This Power of Attorney shall be effective for the period from the date of signature until December 31, 2006.

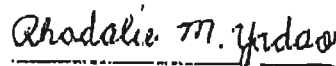
DATED this 30th day of October, 2006.


William C. Heumann

STATE OF ALASKA)
 : ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 30th day of October, 2006, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared WILLIAM C. HEUMANN, to me known and known to me to be the person named in and who executed the within and foregoing instrument, and he acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned, as the free act and deed of said corporation.

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


Notary Public, State of Alaska
My commission expires: 9/29/2008

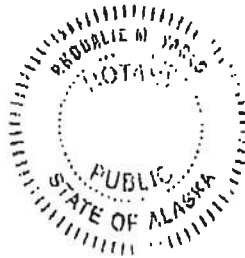
After recording return to:
Daniel G. Bruce, Esq.
Baxter Bruce & Sullivan P.C.
P.O. Box 32819
Juneau, AK 99803

Special Power of Attorney, Heumann to Bruce



2 of 2

2006-000146
People's Wharf Tideland Lease
Page 7 of 15



Page 2 of 2

Attachment A to People's Wharf
Tideland Lease, page 2 of 2



7 of 15

2006-008328-0



CHANNEL

No. 3

GASTINEAU

A.T.S.

LOT 9B

N48°37'11"E
8.01

BUILDING
ENCROACHES
0.45

N41°17'30"W 39.56

S41°22'28"E 32.91

FR. LOT 9B
BOOK 354
PAGE 470

N46°38'00"E
26.02

PROPOSED LEASE LOT

S45°54'00"W 34.13

S41°32'42"E
5.95

PEOPLE'S WHARF

LOT 13B

LOT 13A

DOT ALUM
PRIMARY MON
RESET OF RMC
No. 44 A.T.S. No. 3

LOT 11

N48°37'03"E 135.50

LOT 12

S45°54'00"W 110.37

S34°46'31"E 468.91
BASIS OF BEARING
S35°56'28"E 2546.74 (2546.69)

SOUTH FRANKLIN STREET

83

LOT 10

T&N ALUM
PRIMARY MON
NORTH CORNER
LOT 7A, BLOCK 83

BASIS OF BEARING

The Basis of Bearing for this plat is the calculated record bearing of S36°56'28"E between found Primary Monuments as noted.



SCALE IN FEET

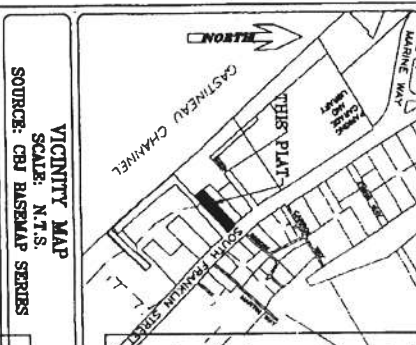
SURVEYOR'S CERTIFICATE

I hereby certify that I am properly registered and licensed to practice land surveying in the State of Alaska and that this plat represents a survey made by me or under my direct supervision, and the monuments shown hereon actually exist as described, and that all dimensions and other details are correct.



AREAS

LOT 12 = 4727 SQ FT
FR. LOT 9B = 844 SQ FT
LEASE LOT = 476 SQ FT



LOT 12, FRACTION OF LOT 9B
(DEED BOOK 554, PAGE 470) AND
PROPOSED LEASE AREA WITHIN
LOTS 9B AND 13B, BLOCK 83,
TIDELANDS ADDITION
TO THE CITY OF JUNEAU, A.T.S. No. 3
Juneau Recording District, Juneau, Alaska

TONER-NORDLING & ASSOCIATES INC
CIVIL ENGINEERING-LAND SURVEYING-CONSTRUCTION MANAGEMENT
5308 COMMERCIAL BOULEVARD
JUNEAU ALASKA 99801 907-780-3633

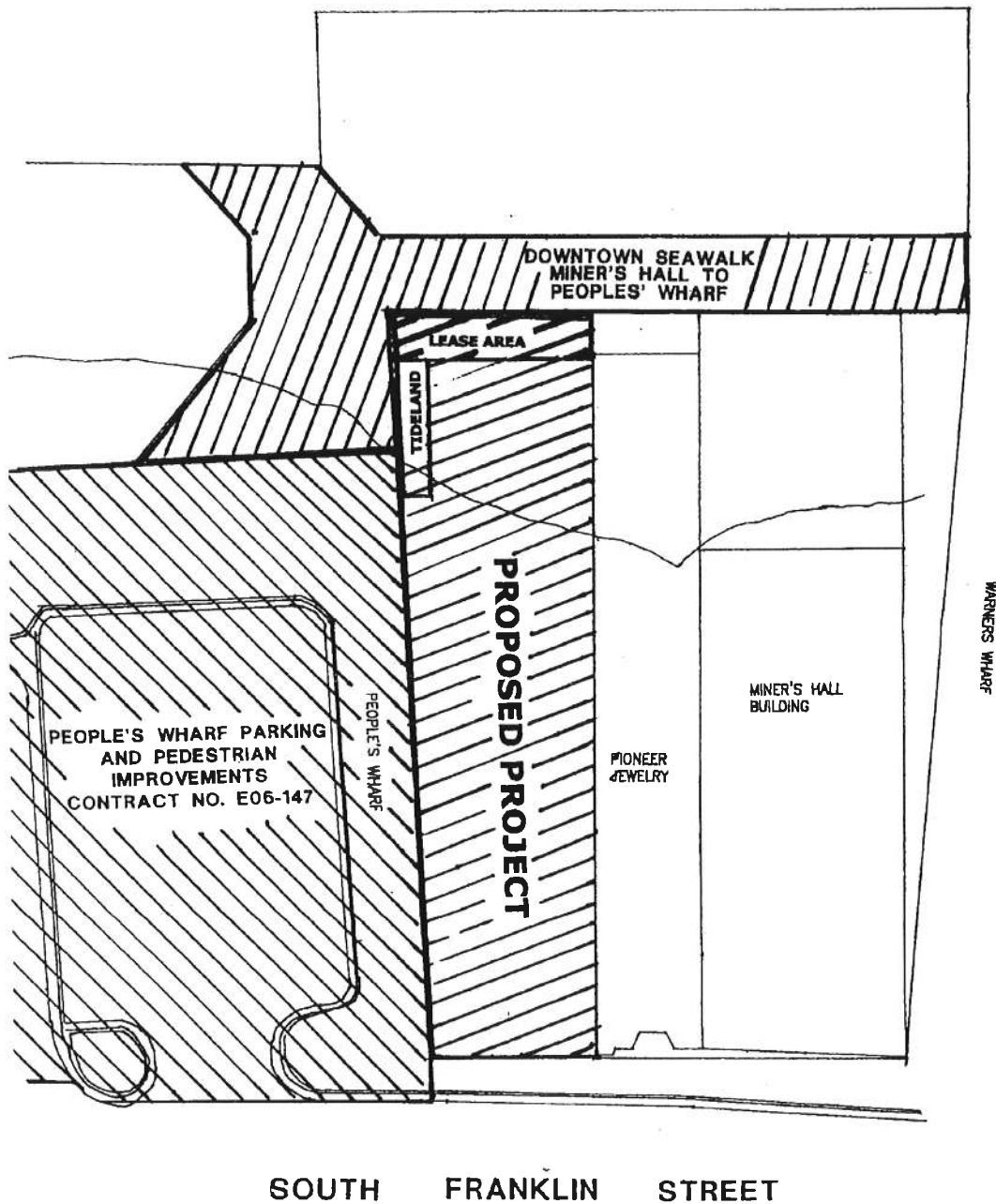
SCALE: 1:20 DATE: AUG. 2006 PROJECT NO: 06-4218 FILE NO: SHEET NO: 1 OF 1

People's Wharf Tideland Lease
Page 8 of 15

Attachment B to People's Wharf
Tideland Lease, page 1 of 2



CRUISESHIP DOCK



1"=20'

September 9, 2006

People's Wharf Tideland Lease
Page 9 of 15

William Heumann
6000 Thane Rd.

Juneau

Attachment B to People's Wharf
Tideland Lease, page 2 of 2



9 of 15

2006-008328-0

APPENDIX B: LEASE PROVISIONS REQUIRED BY CBJ CHAPTER 53.20

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 Leased Premises and failure to so locate shall render Lessee's liable as provided by law.

2. APPROVAL OF OTHER AUTHORITIES.

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

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

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

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

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

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

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



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

(6) **Cancellation and Forfeiture.**

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

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

(C) If Lessee shall default in the performance or observance of any of the lease terms, covenants or stipulations thereto, or of the regulations now or hereafter in force, or any of the provisions of this code, and should the default continue for thirty calendar days after service of written notice by City without remedy by Lessee of the conditions warranting default, City may subject Lessee to appropriate legal action including, but not limited to, forfeiture of the lease. No improvements may be removed by Lessee or other person during any time Lessee is in default.

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

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

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

(9) **Entry and Reentry.** In the event that the lease should be terminated as hereinbefore provided, or by summary proceedings or otherwise, or in the event that the demised lands, or any part thereof, should be abandoned by Lessee during the term, City or its agents, servants, or representative, may, immediately or any time thereafter, reenter and resume possession of the lands or such thereof, and remove all persons 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 City shall be deemed an acceptance of a surrender of the lease.

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

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



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

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

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

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

(A) If any improvements and/or chattels not owned by City and having an appraised value in excess of five thousand dollars as determined by the assessor are not removed within the time allowed, such improvements and/or chattels shall upon due notice to Lessee, be sold at public sale under the direction of City. The proceeds of the sale shall inure to Lessee preceding if Lessee placed such improvements and/or chattels on the lands, after deducting for City rents due and owing and expenses incurred in making such sale. Such rights to the proceeds of the sale shall expire one year from the date of such sale. If no bids acceptable to the Port Director are received, title to such improvements and/or chattels shall vest in City.

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

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



- (17) **Compliance with Regulations and Code.** Lessee shall comply with all regulations, rules, and the code of the city and borough of Juneau, and with all state and federal regulations, rules and laws as the code or any such rules, regulations or laws may affect the activity upon or associated with the leased land.
- (18) **Condition of Premises.** Lessee shall keep the premises of the lease in neat, clean, sanitary and safe condition and shall take all reasonable precautions to prevent, and take all necessary action to suppress destruction or uncontrolled grass, brush or other fire on the leased lands. Lessee shall not undertake any activity that causes or increases a sloughing off or loss of surface materials of the leased land.
- (19) **Inspection.** Lessee shall allow an authorized representative of City to enter the leased land for inspection at any reasonable time.
- (20) **Use of Material.** Lessee of the surface rights shall not sell or remove for use elsewhere any timber, stone, gravel, peat moss, topsoils, or any other material 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 City.
- (21) **Rights-of-Way.** City expressly reserves the right to grant easements or rights-of-way across leased land if it is determined in the best interest of City to do so. If City grants an easement or right-of-way across any of the leased land, Lessee shall be entitled to damages for all Lessee-owned improvements or crops destroyed or damaged. Damages shall be limited to improvements and crops only, and loss shall be determined by fair market value. Annual rentals may be adjusted to compensate Lessee for loss of use.
- (22) **Warranty.** City does not warrant by its classification or leasing of land that the land is ideally suited for the use authorized under the classification or lease and no guaranty is given or implied that it shall be profitable to employ land to said use.
- (23) **Lease Rental Credit.** When authorized in writing by City prior to the commencement of any work, Lessee may be granted credit against current or future rent; provided the work accomplished on or off the leased area results in increased valuation of the leased or other city 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 City and shall not be removed by Lessee upon termination of the lease.



APPENDIX C: STANDARD PROVISIONS

- (1) **Holding Over.** If Lessee holds over beyond the expiration of the term of this lease and the term has not been extended or renewed in writing, such holding over will be a tenancy from month-to-month only.
- (2) **Interest on Late Payments.** Should any installment of rent or other charges provided for under the terms of this lease not be paid when due, the same shall bear interest at the rate established by ordinance for late payments or at the rate of 12 percent per annum, if no rate has been set by ordinance.
- (3) **Taxes, Assessments, and Liens.** During the term of this lease, Lessee shall pay, in addition to the rents, all taxes, assessments, rates, charges, and utility bills for the Leased Premises and Lessee shall promptly pay or otherwise cause to be discharged, any claim resulting or likely to result in a lien, against the Leased Premises or the improvements placed thereon.
- (4) **Easements.** Lessee shall place no building or structure over any portion of the Leased Premises where the same has been set aside or reserved for easements.
- (5) **Encumbrance of Parcel.** Lessee shall not encumber or cloud City's title to the Leased Premises or enter into any lease, easement, or other obligation of City's title without the prior written consent of 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 City, 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 fees even if in excess of Alaska Civil Rule 82. The obligations of Lessee arise immediately upon notice to City of any action, claim, or lawsuit. City shall notify Lessee in a timely manner of the need for indemnification, but such notice is not a condition precedent to Lessee's obligations and may be



waived where 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 City.

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

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





Port of Juneau

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

From: Carl Uchytel, Port Director
To: Docks & Harbors Board
Thru: Docks & Harbors Operations-Planning Committee
Date: January 18th, 2019
Re: REQUEST FOR TWO ADDITIONAL PORT SEASONAL EMPLOYEES

1. At the October 2018 Board meeting, Harbormaster Dave Borg and Port Supervisor Scott Hinton provided a brief on the staffing demands at the downtown cruise ship docks. The 17 seasonal employees currently assigned to the Docks Enterprise are tasked primarily to provide service to the cruise ship vessel. There have been no personnel changes since the commissioning of the new cruise ship docks in 2017. At one time, the Port Director envisioned that our seasonal Port staffing needs could perhaps decrease with the physical security of a floating berth and technological improvements with security cameras. This has not been the case, it is a fact that staffing requirements within our Coast Guard approved Facility Security Plan (FSP) have increased since the completion of the new docks. The updated requirements include checking all passengers and crew for boarding credentials, as well as escorting non-vessel, non-TWIC holder contractors to the cruise ship's Vessel Security Officer. In addition to providing the security service to the vessel, the Docks Enterprise Harbor Technicians and Harbor Officers perform duties such as:

- Coordinating transferring potable water to serve the vessel;
- Coordinating the discharge of grey water from the vessel;
- Coordination of emergency vehicle access to the floating docks;
- Parking/staging lot management of three major areas (Alaska Steamship Wharf, Cruise Ship Terminal, Columbia Lot, Taku Lot) and shuttle are for the AJ Dock transfer buses;
- Maintenance of the Docks & Harbors managed port facilities;
- Oversight of the vendor brokerage booths;
- Removal of trash along the Seawalk and Marine Park;
- Ambassadors to 1,350,000 passengers arriving in 2019.

2. The surge of cruise ship passengers has increased 50% in the past decade. At the Alaska Steamship (AS) Wharf, prior to 2017, the largest vessels were less than 800 feet and carried around 2100 passengers and crew. We have already seen an increase of 182% of passengers arriving at the AS Wharf since completion of the new cruise ship berths. In 2019 this growth will continue. The *Ovation of the Seas* will moor at AS Wharf bringing 6400 passengers and crew. This unprecedented increase both in number of cruise ships arriving and

their associated cargo merits additional Docks & Harbors staffing.

3. The Docks Enterprise remains staffed to serve the cruise ship vessels. Typically, this requires personnel to be physically on site from 5:30 am to 11 pm during most of the season. **Docks & Harbors management is recommending a modest increase of one Harbor Technician and one Harbor Officer to augment the 17 authorized seasonal staff from April through September.** The Harbor Officer is a more experienced position and is authorized to write citations. The Harbor Technician is an entry level position in Docks & Harbors. The current authorized personnel costs for the Docks Enterprise is \$598,046. The additional cost with benefits associated with a 0.5 FTE Harbor Officer is \$39,224.25. The additional costs with benefits associated with 0.5 FTE Harbor Technician is \$28,270.13.

4. The attached document is provided for information only. Docks & Harbors staff has prepared an estimate for additional staffing should the Coast Guard implement new security procedures. We are in discussion with senior members of the Coast Guard Sector regarding whether additional screening measures are warranted at our facilities. The proposed increased security procedures would require matching a photo id to the ticketed passenger entering our facilities, in similar fashion to an airline passenger entering a TSA screening area. Docks & Harbors staff, and our partners, believe this would create an onerous, duplicative and unnecessary step. The Docks & Harbors Board will be kept abreast of this proposed change in the coming weeks.

#

Encl: Estimated staffing costs

5% Screening requirement:

10 Hours (Time in Port)

4000 passengers screened @ 5% = 200 passengers to be screened per Port of Call

200 passengers/10 hours = **20 passengers screened per hour**

60 minutes/20 passengers=**1 passenger screened every 3 minutes**

Harbor Tech Cost

Range 10 .5 FTE \$19.33 x 975 hours = 18,846.75 x 1.5 (Actual Cost to Docks and Harbors)=

=**\$28,270.13** Cost per 6 month *Seasonal Harbor Tech*

Harbor Officer Cost

Range 15 .5 FTE \$26.82 x 975 hours = 26,149.50 x 1.5 (Actual Cost to Docks and Harbors)

=**\$39,224.25** Cost per 6 month *Seasonal Harbor Officer*

Staff work a 7.5 hour day

37.5 Hours per Week

Current Staffing Level for 2019 Port Operations

1 *Operations Supervisor (Port)*

1 *Admin Assistant*

6 *Seasonal Harbor Officers*

9 *Seasonal Harbor Technicians*

Fully staffed Port Operations=17 Docks and Harbor Employees

Current Salary Cost:

\$598,046 Docks and Harbor Port Staffing for 2019 Current Plan

Staffing Needs for Additional Security Measures:

Minimum Staffing will require a team of 2 Harbor Techs and 1 Harbor Officer at each Checkpoint to fulfill the Security Requirement of 100% ID check and 5% Screening

Staffing level for 2019 100% ID check and 5% Screening

1 - Operations Supervisor (Port)

2 – Admin Assistants

10 – Seasonal Harbor Officers

18 – Seasonal Harbor Technicians

Additional Costs:

4 Harbor Officers at **\$156,897**

9 Harbor Techs at **\$254,431**

1 Admin at **\$28,270**

Gear and Training cost estimate per new employee:

13 new staff x \$800 = **\$10,400** Gear

13 new staff x \$1200 = **\$15,600** Training

\$156,897 Harbor OFCs

\$254,431 Harbor Techs

\$28,270 Admin I

\$10,400 Standard Outfit and PPE

\$15,600 Training

=\$465,598 Added cost per year

Total Cost for 31 staff

\$598,046 + \$465,598 = \$1,063,644



Port of Juneau

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

From: *Carl J. Uchytel*
Carl Uchytel, Port Director

To: Docks & Harbors Board

Thru: Docks & Harbors Operations-Planning Committee

Date: January 11th, 2019

Re: Channel Construction Barge Loading Facility – Board Approval

1. Along Channel Drive, Docks & Harbors leases 2.117 acres (Lot 2 – ATS 7) and 0.88 acres (ATS 1503) to Gastineau Landing LLC for \$13,828.95/year and \$5,749.95/year, respectively. This area is commonly referred to as the Channel Construction Barge Loading Facility. Gastineau Landing LLC has applied for US Army Corps of Engineers permits to place a 13,200 CY rock fill pad and modification of the ramp to allow side loading of the barge freight, in addition to end loading. The proposed work will be accomplished by Western Marine Construction and is expected to be completed by June 2019.

2. Typical of all of our lease agreements, the lessee must obtain permission from the Docks & Harbors Board for improvements on the leased premises.

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.

3. I recommend the Docks & Harbors Board approve the lessee's proposed development.

#

Encl: Manager, Gastineau Landing LLC letter dated January 9th, 2019 with attachments



WESTERN MARINE CONSTRUCTION INC.

2775 HARBOR AVE SW
SUITE A
SEATTLE, WASHINGTON 98126
(206) 622-9161
FAX (206) 622-9170

9 January 2019

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

Attn: Mr. Carl Uchytel, P.E., Port Director

Channel Construction Barge Loading Facility
Modifications 2019

Dear Mr. Uchytel

Attached please find a copy of **Permit POA-1982-503-M10** that describes the proposed modifications to side load barge ramp. In accordance with the CBJ Tidelands Lease for Lot 2 ATS 7 Appendix A, Section 3 (E), we request approval to modify the ramp to allow side loading of barge freight in addition to end loading.

The work will be installed by Western Marine Construction. The materials are largely repurposed used materials, including a used ferry terminal ramp. The work is expected to be completed in accordance with the attached permit by June of this year.

This will improve the function of this yard and provide an alternate berth for charter freight in Juneau.

Sincerely,


Kriss Hart

Gastineau Landing LLC
P.O. Box 32598
Juneau, Alaska 99803
Manager

Attachment



This notice of authorization must be
conspicuously displayed at the site of work.

United States Army Corps of Engineers
Gastineau Channel

A permit to: Dredge, Discharge Fill Material, And Install Structures,
Including Pile Driving, In Waters Of The United States To Construct A
Barge Loading Facility

at: 2685 Channel Drive, In Juneau, Alaska

has been issued to: Kriss E. Hart, Gastineau Landing, LLC

on: February 2, 2018 and expires on: April 30, 2022.

Address of Permittee: PO Box 32598, Juneau, AK 99803.

Permit Number:

POA-1982-503-M10

FOR: *District Commander*
Randal P. Vigil
Project Manager
REGULATORY DIVISION

PROJECT DRAWINGS: LOCATION MAPS AND CONTACT INFORMATION

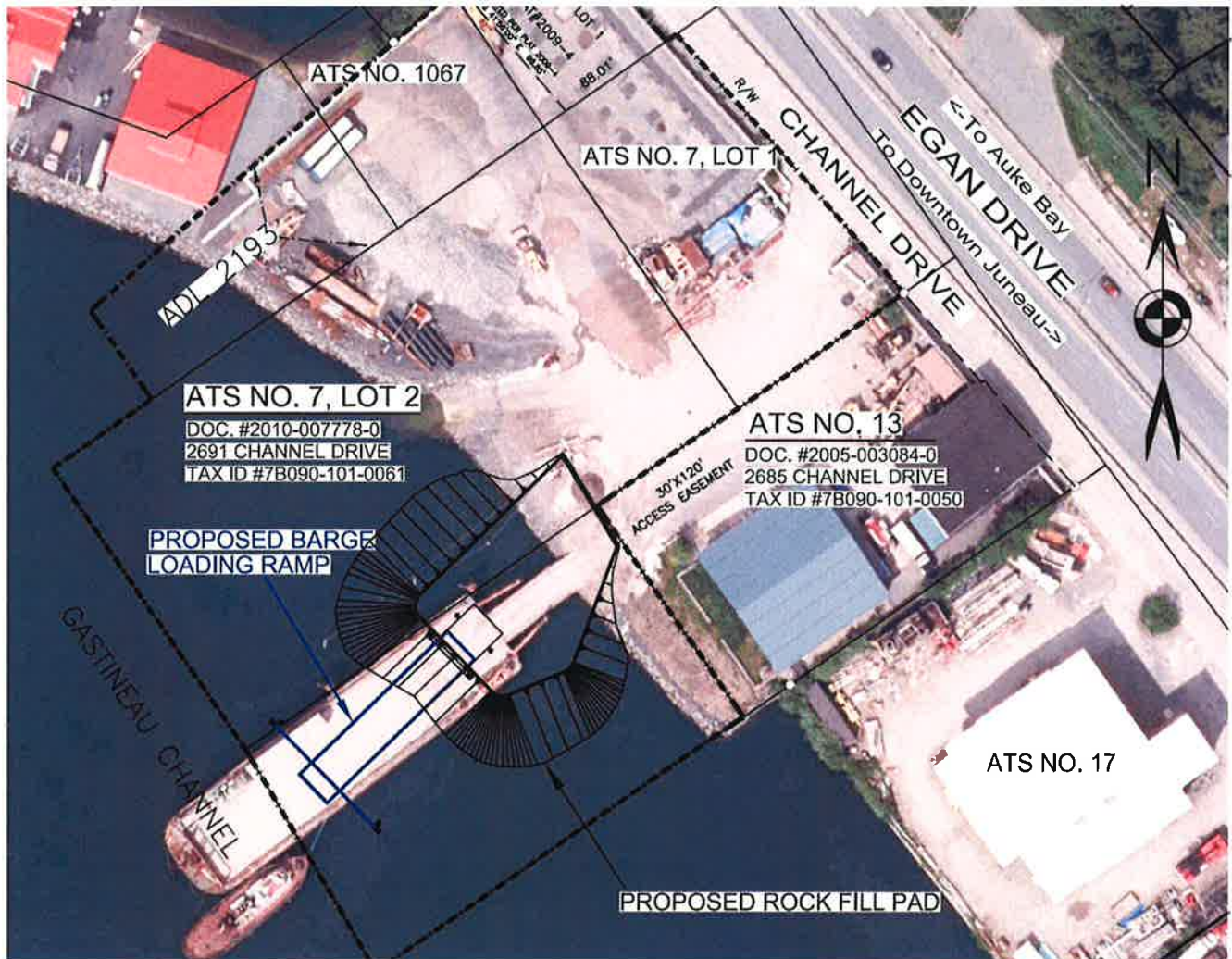


CONTACT INFORMATION

CHANNEL CONSTRUCTION INC.
WILLIAM ROY TONGSARD
5326 SHAUNE DRIVE, STE. A
JUNEAU, AK. 99801
TEL. 907-789-0200

SITE ADDRESS

2685 CHANNEL DRIVE,
JUNEAU, ALASKA, 99801

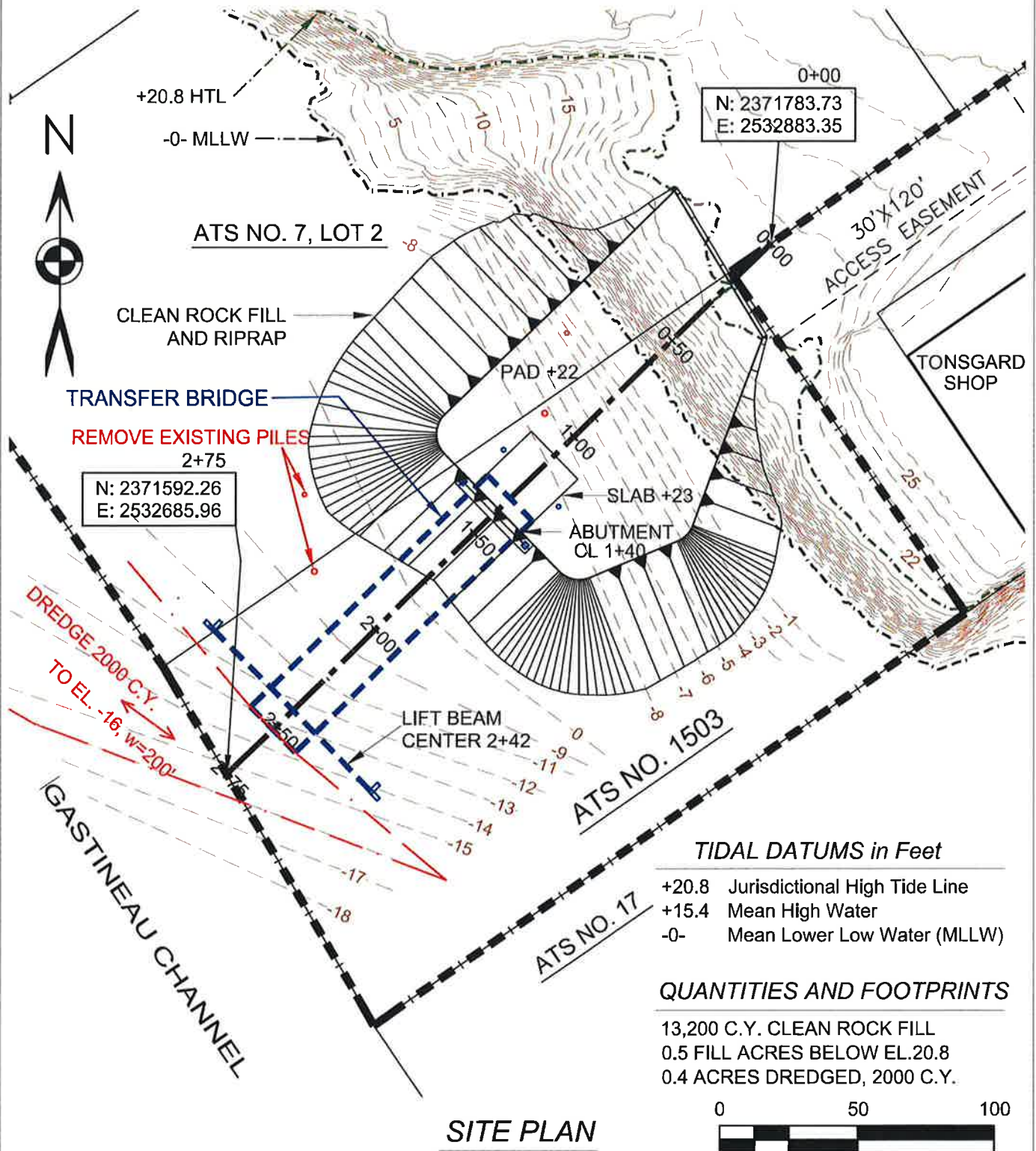


SITE OVERVIEW MAP

CITY AND BOROUGH OF JUNEAU, AK
LATITUDE: 58.325° LONGITUDE: 134.463°
WATERWAY: GASTINEAU CHANNEL

Applicant:	GASTINEAU LANDING LLC
No:	POA-1982-503-M9
Title:	Barge Loading Facility
Sheet:	Sheet 1 of 4
Date:	January 15, 2018

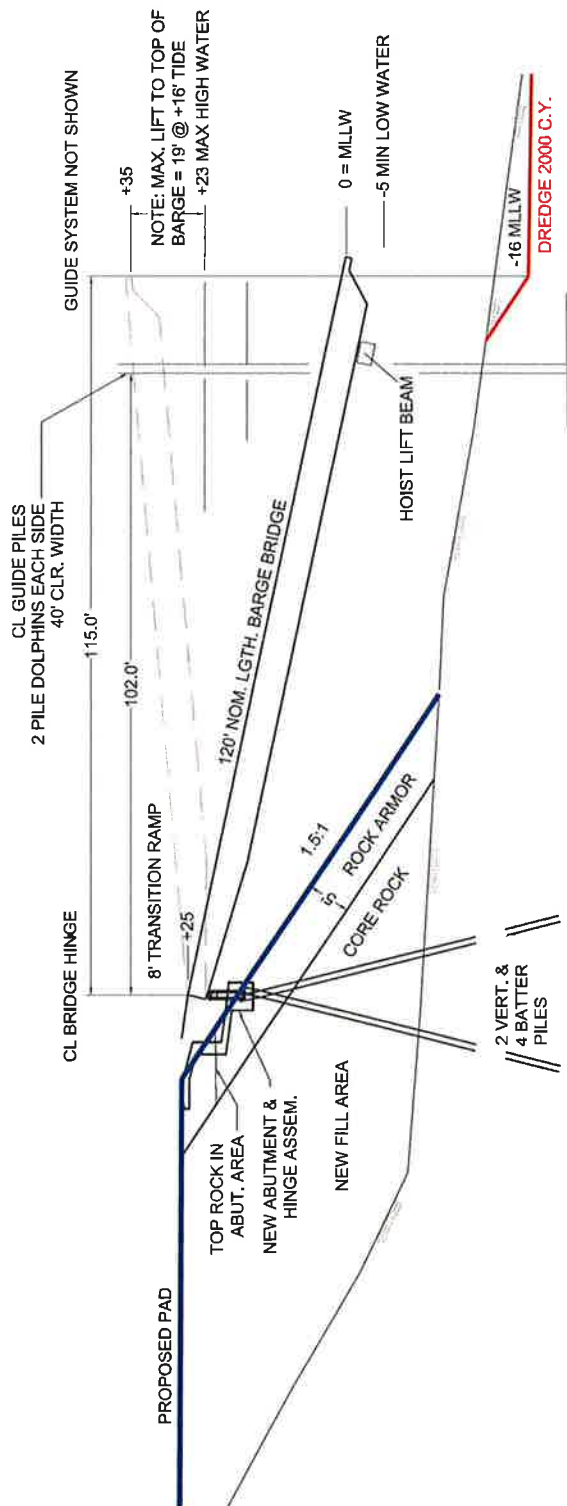
PROJECT DRAWINGS: SITE PLAN



CITY AND BOROUGH OF JUNEAU, AK
 LATITUDE: 58.325° LONGITUDE: 134.463°
 WATERWAY: GASTINEAU CHANNEL

Applicant: GASTINEAU LANDING LLC
 No: POA-1982-503-M9
 Title: Barge Loading Facility
 Sheet: Sheet 2 of 4
 Date: January 15, 2018

PROJECT DRAWINGS: BRIDGE PROFILE

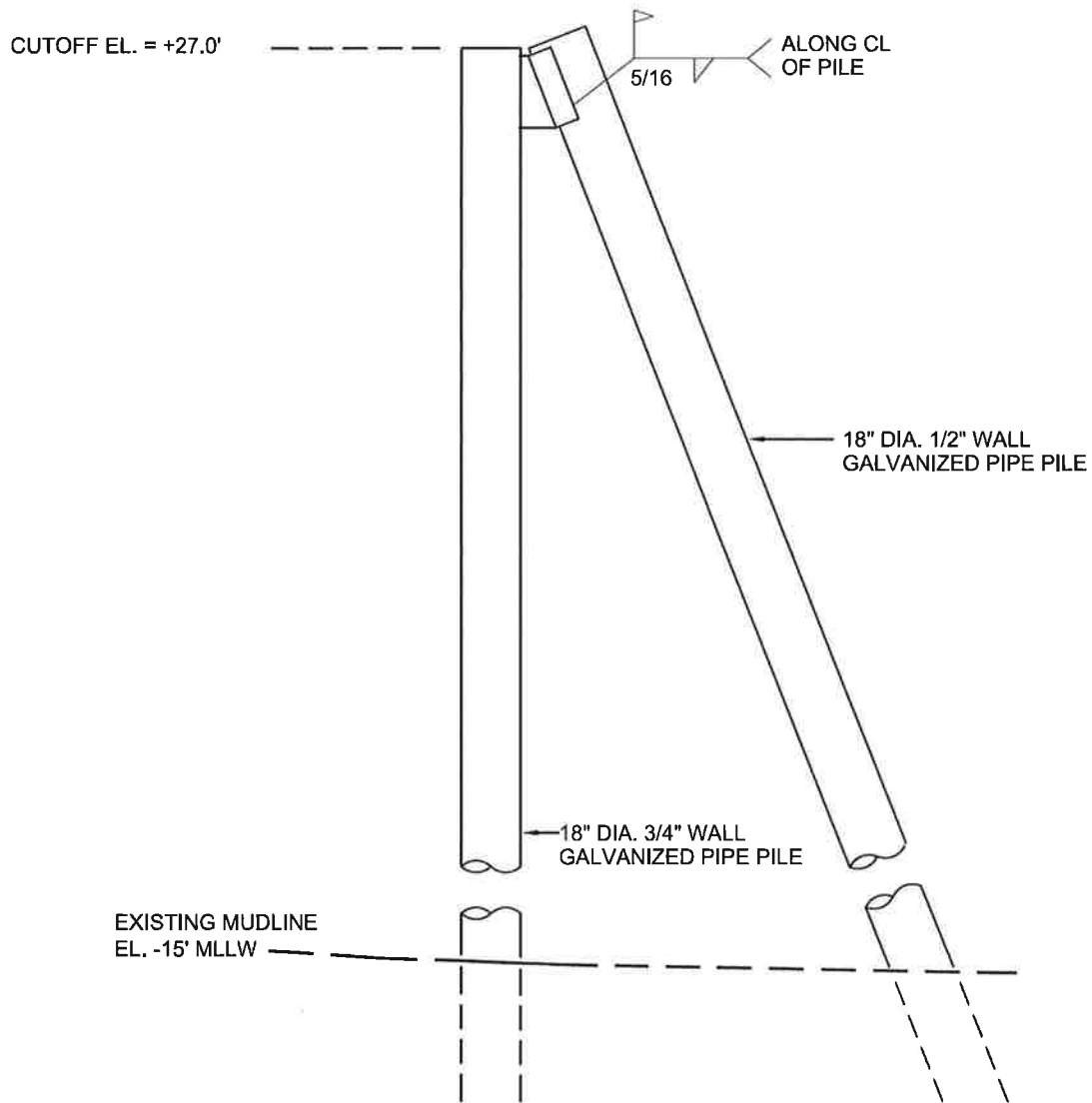


BRIDGE PROFILE - NOT TO SCALE

CITY AND BOROUGH OF JUNEAU, AK
 LATITUDE: 58.325° LONGITUDE: 134.463°
 WATERWAY: GASTINEAU CHANNEL

Applicant: GASTINEAU LANDING LLC
 No: POA-1982-503-M9
 Title: Barge Loading Facility
 Sheet: Sheet 3 of 4
 Date: January 15, 2018

CHANNEL CONSTRUCTION INC. BARGE LOADING FACILITY
PROJECT DRAWINGS: PILE DETAIL



3 PILE BRIDGE RESTRAINT

N.T.S.

CITY AND BOROUGH OF JUNEAU, AK
LATITUDE: 58.325° LONGITUDE: 134.463°
WATERWAY: GASTINEAU CHANNEL

Applicant:	GASTINEAU LANDING LLC
No:	POA-1982-503-M9
Title:	Barge Loading Facility
Sheet:	Sheet 4 of 4
Date:	January 15, 2018

Docks & Harbors Engineering Review

October 4th, 2018

Background. With an anticipated retirement of Port Engineer Gary Gillette, this paper explores the opportunities to align the position to meet current and future enterprise requirements. The Engineering division within Docks & Harbors employs a Port Engineer/Architect II (Range 22), Deputy Port Engineer/Engineer I (Range 21), Engineering Associate (Range 19) and Engineer/Architect I (Range 21) – encl (1). The Engineering Associate/Construction Inspector position has not been filled for many years. The Engineer/Architect I position is held by Harold Moeser as a part-time, limited basis. This means he is non-benefited and essentially works on a contract basis when tasks arise. Mr. Moeser has conducted studies for the North Douglas Launch Ramp, Amalga Fish Cleaning Station and recently was the engineer of record for the Auke Bay Marine Station Float Extension project.

In 2005, Docks & Harbors reorganized and created a port engineering division removing the dependency of the CBJ Engineering Department to provide CIP and other engineering services. This business model employs and leverages outside engineering consultant services for planning, design and construction oversight to qualified Engineering-Architectural firms. In this role, the port engineering division provides the management and project coordination for all major capitalization efforts. Since 2008, Docks & Harbors has executed \$158M in projects. Recently with the vision to provide better cradle-to-grave facilities management, the Deputy Port Engineer has allocated more hours in overseeing our asset management program “Lucity”; and, increasingly more Deputy Port Engineer’s resources are provided to the harbor staff for training and troubleshooting discrepancies. This effort is applauded as it marks a philosophical cultural change in the enterprise moving away from a “run to failure” identity to a maintain what you own vision. The Port Engineer supervises the Deputy Port Engineer, Engineering Associate and Engineer/Architect. In the summer of 2018, Docks & Harbors hired the services of a temporary GIS Intern who worked under the charge of the Deputy Port Engineer. This temporary employee was tasked with developing GIS data which will be integrated into the Lucity program allowing better strategic and tactical decisions to be made to best manage our infrastructure.

DISCUSSION: The recapitalization and enhancement opportunities within the Docks & Harbors Enterprise remain quite bright. Even after \$158M in CIP projects over the past decade, there remain numerous initiatives requiring project management oversight which would gainfully employ two fulltime engineers. Some of these future projects include:

- \$22M Downtown Waterfront Improvement (bus staging & expanded deck-over)
- \$11M Statter Harbor Phase III (A/B/C)
- \$4M Aurora Harbor Phase III
- \$6M Coordination with US Army Corps for dredging & breakwater repairs to Harris/Aurora Harbors
- \$25M BUILD Grant – Juneau Fisheries Terminal
- \$25M BUILD Grant – Marine Services Center
- \$12M BUILD Grant – Non-Motorized Transportation Link – Auke Bay
- \$40M Coordination with US Army Corps for Auke Bay Wave Attenuator
- \$10M North Douglas Launch Ramp Expansion
- \$4M Aurora Harbor Phase IV
- \$1M Douglas Harbor Upland Beautification
- \$150K Small Cruise Ship Requirements Study
- \$280K Amalga Harbor Fish Cleaning Station
- \$150K New Visitor’s Kiosk Replacement

Docks & Harbors Engineering Review

October 4th, 2018

CONCLUSION #1. It is the opinion of the Port Director that the business model to employ in-house project management to plan, oversee and execute engineering services for the Docks & Harbors Enterprise is working remarkably well. Additionally, coordination with our governmental partners in leveraging services and funding has been successful in seeing numerous projects to fruition. Furthermore, it would appear even under guarded skepticism, that efforts to manage and maintain the existing \$200M+ Docks & Harbors infrastructure would require an engineer supervisor and an engineering assistant.

CONCLUSION #2. The opportunity to review the existing engineering division hierarchy also provided the inertia to ask what other blind spots Docks & Harbors may be operating under? Discussions with the Harbormaster and Administrative Officer revealed that the Enterprise may be lacking a qualified full or part time employee to manage our suite of electronics, wireless, computerized and web based systems. Some of these systems include (see encl 2 & encl 3):

- Security Cameras
- ALX remote keying systems for electronic gate controls, cranes and electrical connections
- Millennium Access Control for ABMS & Harris Harbor
- FSM billing, management and updating
- FSM Hand held data collector
- Cruise Ship wastewater monitoring system
- On-line launch ramp sales
- Web site maintenance
- External website security management
- Hand held Radios
- Parkeon – Parking Meters
- Acquileans software controls
- Lucity – Asset Management
- Harbor payphone management
- GIS management
- Liaison to CBJ MIS
- Liaison to Marine Exchange of Alaska with real time weather/current sensors
- In the future – on line payment options/portal
- In the future - social media endeavors
- In the future – digital signage

JPD recently reviewed their communications needs and developed two new Range 17 positions to assist in the management of their IT and Electronics. Docks & Harbors should follow a similar needs study.

Recommendations:

1. Following an HR review and potential restructuring based on encl (4), at the time in which the Port Engineer position becomes vacant, that Docks & Harbors competitively solicit the job.

Docks & Harbors Engineering Review

October 4th, 2018

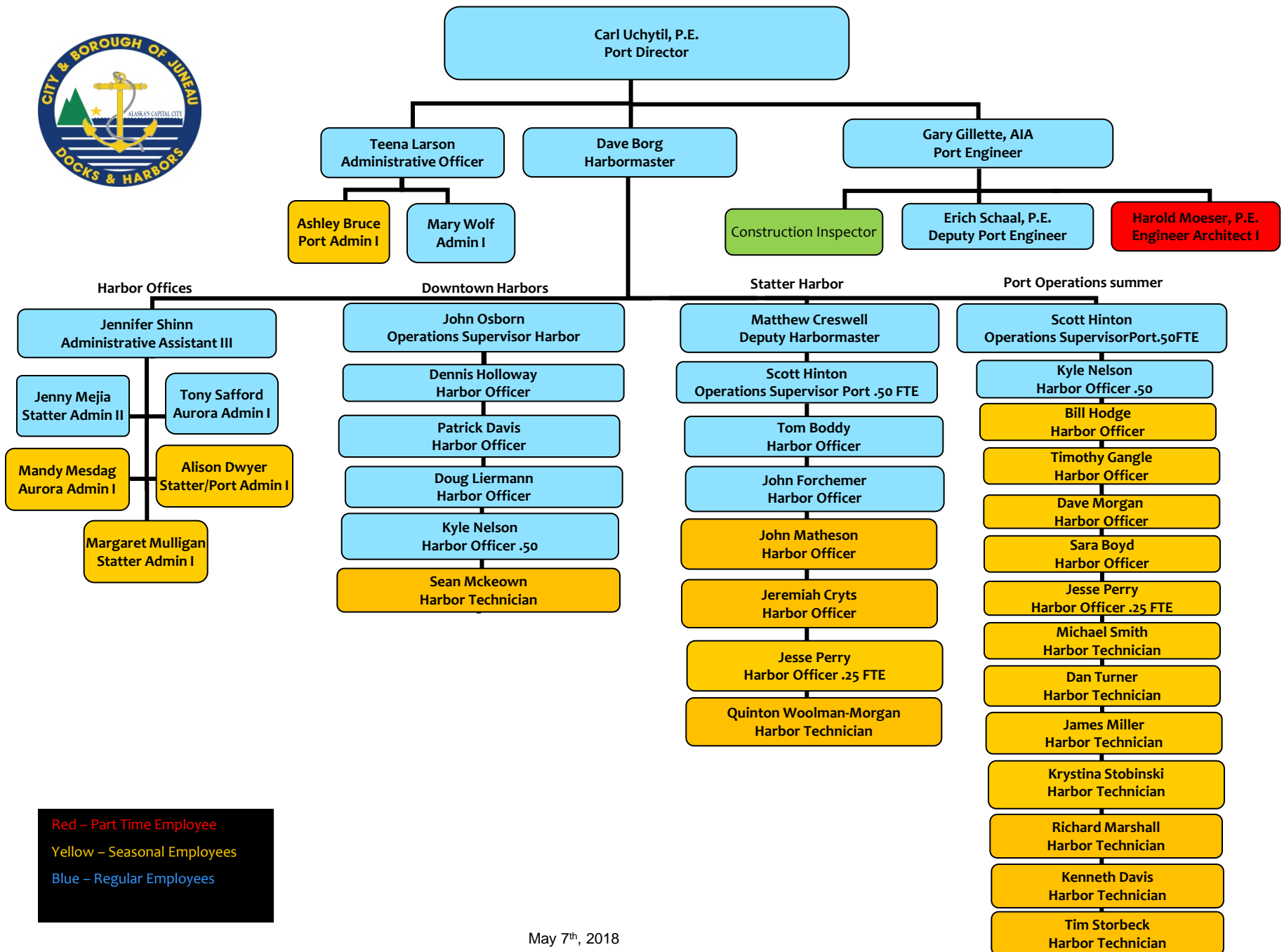
2. In the event the Deputy Port Engineer is selected as the Port Engineer, that Docks & Harbors competitively advertise and solicit for a Deputy Port Engineer replacement.
3. Following a HR review and assessment, that the Engineering Associate Construction Inspector, which has not been filled for many years, be converted to an IT support position to address the unfilled and growing needs for the suite of electronics, wireless, computerized and web based systems.

Encl (1) Organization Chart

Encl (2) Technology Needs

Encl (3) Harbor Action Team Top 10

Encl (4) Port Engineer Roles, Responsibilities & Relationships



Red – Part Time Employee
Yellow – Seasonal Employees
Blue – Regular Employees

Existing Technology

Aquilean Lighting Controls

- Software/Hardware updates and maintenance
- Programing

FSM

- Software/Hardware updates and maintenance
- Point of sale (POS)
- Maintain handhelds
- Provide training to end users

Programing

- System maintenance
- Stay current with emerging technologies
- Liaison between network partners
- MIS/ALX/Term Contractors

Online Launch Ramp Sales

- System maintenance
- Liaison between network partners
- Maintain interoperability
- Programming and maintain stable web presence
- Tech support

Parkeon Parking

Machines

- Software/Hardware updates and maintenance
- Kiosk repair/preventative maintenance
- Tech support to end users
- Liaison between network partners
 - o Parkeon/D&H team

Change/CoinOP Shower Machines Statter & Harris Harbor

- Tech support
- Cash collection/deposits?

Camera Systems (Multiple)

- Software/Hardware updates and maintenance
- Provide training to end users
- Programing
- System maintenance
- Liaison between network partners
 - o MIS/JPD/Term Contractors
- Maintain interoperability
- POC for video requests

ALX/Millennium Access

Systems

- System maintenance
- Software/Hardware updates and maintenance
- Liaison between network partners
 - o MIS/FSM/Term Contractors/Building Maintenance

Website

- Webmaster
- Single point of contact for updates
- Keep current and relevant

Lucity

- Software/Hardware updates and maintenance
- Provide training to end users
- Programing
- System maintenance
- Stay current with emerging technologies
 - Tablet/Real time/interoperability between systems

MXAK Weather/Tide Stations

- Liaison with AKMX to maintain dept needs

Digital Signage

- Software/Hardware updates and maintenance
- Provide training to end users
- Programing
- System maintenance
- Liaison between network partners
 - MIS/ACS
- Maintain interoperability

ACS DSL Access

- Manage dept needs

VHF/FM Radios

- Software/Hardware updates and maintenance
- Provide training to end users
- Programing
- System maintenance
- Stay current with emerging technologies

Computerized HVAC Building Controls

- Manage systems as needed
- Liaison with Building Maint to ensure system operability

Oil Burner

Cruise ship Berth Wastewater monitoring system

- Manage system as needed
- Provide end user training
- Liaison with network partners
 - MIS/Wastewater/Docks and Harbors

Upcoming Technology

TWIC Readers

Customer Kiosk

Online Payments

Online Cruise Ship PX Submission

Drones

Electric boat/bus/car charging

Tablet technology for stall sheets/Lucity

Ticket writing tech

Social Media

Credit Card Chip Reader Tech

Real Time Water main Metering (Erich's invention)

Change and CoinOP Shower Machines Harris Harbor

Fire Alarm Panel ABMS/Visitors Center/Port

Waste Stream Management software

Harbor Action Team – Technology

Top 10 Technology Request List to MIS

January 4, 2018

*Portions of this list may not require direct action by MIS. Contractors or Consultants may be required.

1. Online Customer Portal
 - a. Combine moorage payments and online launch ramp permit sales on public portal/website that communicates with FSM and monetary transaction software.
2. Expanded Camera Systems
 - a. Continue building advanced wired and wireless camera systems at Harbors to provide security and records data. Includes new servers and possible data connection upgrades.
3. Public Wi-Fi in Harbors
 - a. Meet the market expectation that harbors provide Wi-Fi to the boating public much like the Juneau Public Library. Create plan to provide service to customers and build infrastructure and appropriate data offering.
4. Handheld Tablet Tech
 - a. Develop a handheld tablet platform for harbor staff to connect to facility data, maps, Lucity and other work apps.
5. Paid Parking Management
 - a. Solve current problems with parking meter connectivity, equipment downtime, maintenance costs and ease of use by customers.
6. Mapping (GIS/FSM/Harbor Publications)
 - a. Create GIS mapping and entity database for Lucity
 - b. Create harbor maps for FSM
 - c. Create facility maps for harbor publications and website
7. Customer Computer Kiosk for Registration
 - a. Create computer kiosk for customers to prepare registration documents, much like ADF&G offices
8. ALX Access Control Update or Replacement
 - a. Identify needs and options to upgrade facility control systems, possibly choose a new provider.
9. Digital Signage within D&H Offices
 - a. Further develop digital signage monitors within D&H Offices to convey important information to staff and public.
10. D&H Website Update
 - a. Update D&H Website to align with new CBJ website and utilize refreshed user experience and improved functionality.

PORT ENGINEER: Roles; Responsibilities; Relationships

Chain of Command

- Port Director
- Port Engineer
- Deputy Port Engineer
- Engineer/Architect I
- Engineering Associate/Construction Inspector

CIP Process

- Establish list of projects with Port Director and Board
- Coordinate with Engineering
- Maintain Two CIP Lists
 - Current Year
 - Six Year Outlook
- CBJ Marine Passenger Fee Request
- Project Description
 - Goals
 - Scope
- Identify Funding
 - Cruise Passenger Fees (State & Local)
 - Port Development Fees
 - Bonds (General Obligation, Revenue)
 - Sales Tax (Periodic 1% voted by community)
 - Grants
 - Public/Private Partnerships
- Establish Schedule

Authority/Responsibility

- Port Director
 - Everything
 - Purchasing Officer for D&H
- Port Engineer
 - All CIP Projects
 - Maintenance Assistance to Harbormaster
 - Contracts (Services and Construction)
 - Request For Proposals
 - Budgeting for CIP projects
 - Account Management
 - Grant Writing/Grant Submittals
 - Miscellaneous as directed by Port Director

Project Related

- Planning
- Permitting
 - Community Development (Conditional Use, City/State Project Review, Subdivisions, Building Permits, Flood Exceptions)

PORT ENGINEER: Roles; Responsibilities; Relationships

- Army Corps of Engineers (404 Permit)
- Alaska Department of Environmental Conservation (401 Clean Water Certification, SWPPP)
- Alaska Department of Natural Resources (Land Transfer or Use)
- Funding
 - Transfers
 - Moving funds from one CIP to another CIP
 - Requires Board Approval
 - Requires Resolution approved by Assembly
 - Resolutions approved with one meeting of Assembly
 - Appropriations
 - Accepting new funds (Grants; Sales Tax proceeds; Bonds, etc.)
 - Moving funds from Docks or Harbors fund balance to specific projects
 - Requires Appropriation Ordinance
 - Requires Board Approval
 - Appropriation Ordinances require introduction at one Assembly meeting and public hearing at next Assembly meeting
- Design
- Construction

Public Involvement

- Docks and Harbors Board
- Board Committees
- Planning Commission
- Assembly
- Project Specific Public Input
- Lisa Phu for distribution through social media

Purchasing

- Port Director has Purchasing Authority
- Procurement Types
 - Limited Purchase Order (\$2K Max) – Teena Approval
 - \$5K Limited Purchase Order – Carl Approval
 - Informal Quote up to \$25K
 - Full Bid over \$25K
 - Term Contract under \$50K
- Purchase Request to obtain Purchase Order
- Purchase Order Change Orders
- Project Account Codes
- Board Approval over \$25K (subject to direction by Port Director)
- Assembly Approval over \$100K (N/A for change orders on approved contracts)

Accounting Review

- Infor/Lawson

PORT ENGINEER: Roles; Responsibilities; Relationships

- P064 – Info on individual Purchase Orders
- P054
- JJ430 – Info on account (budget, committed, balance)
- JJ401 – One liner of all H51 accounts
- AC298 – Commitment Detail – Open POs
- PO222– Detailed info on PO balance with PACs

General CBJ Information

- CBJ Website
- Intranet
- “F” Drive (Contracts, CBJ Telephone List; etc)

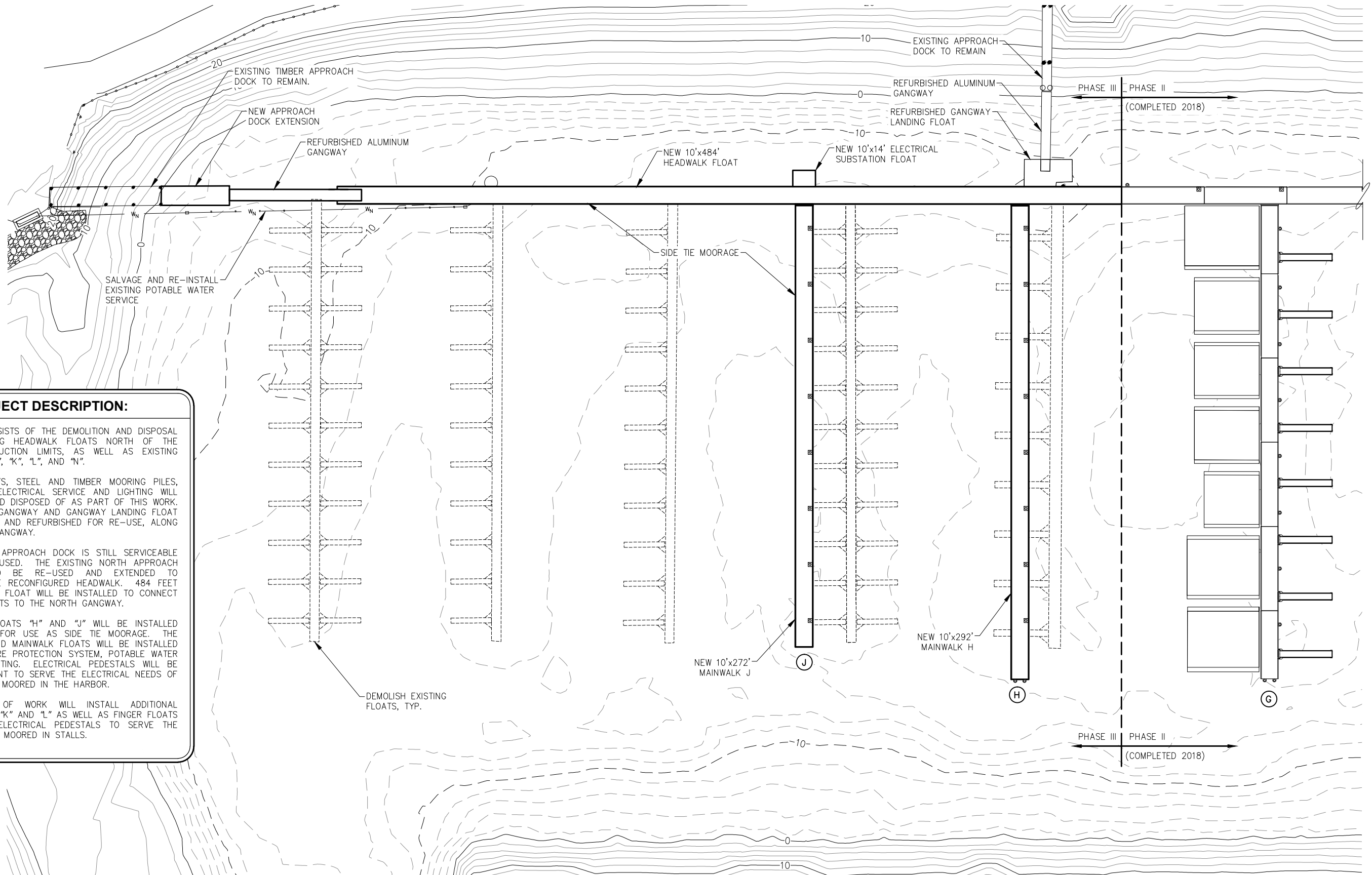
File Management

- D&H Documents and Templates

North Aurora Harbor Boats

					TOTAL		Liveboards		Floathouse/Other		Need 24-26' stalls		Need 32' stalls		Need 42' stalls		Need >42' stalls	
Stall	Acct #	Owner	Boat Name	LOA'	# Boats	LOA'	# Boats	LOA'	# Boats	LOA'	# Boats	LOA'	# Boats	LOA'	# Boats	LOA'	# Boats	LOA'
					51	1511	16	513	6	175	30	774	8	253	6	258	1	51
AM-001	02164	Juneau Rowing Club	Rowing Float 1	23					1	23								
AM-002	03695	Juneau Rowing Club	Rowing Float 2	24					1	24								
AM-003	08861	Juneau Rowing Club	Rowing Float 3	22					1	22								
AM-008	16222	Leslie Eagle	Knotty Lady	36			1	36	1	36								
AM-013	04222	Bret Burnett	Blue Collar	32					1	32								
AM-022	20096	Chris Bagoyo Jr.	Crystal M	38					1	38								
AJ-001	18771	Gregory Marshall	Raven	39			1	39							1	39		
AJ-004	13193	Patrick Moore	Harlequin	27							1	27						
AJ-005	20318	Joshua Bourn	AK3765H	24			1	24			1	24						
AJ-008	20749	John Shannon	Obsession	26			1	26			1	26						
AJ-012	17234	Williams Chimelir	Baby Bear	26							1	26						
AJ-015	20099	Stephen Todd	AK7844J	32			1	32					1	32				
AJ-023	20105	Nathan Solano	Anita S	27			1	27			1	27						
AJ-030	20411	James Danner	Amazon	27							1	27						
AJ-038	20106	Carolyn Geiger	Alibi	28			1	28			1	28						
AJ-039	18655	Gabe & Desiree Hayes	Sea Lion	27							1	27						
AJ-040	19898	Benjamin Fetterhoff	AK5652F	29									1	29				
AJ-046	01922	Larry Bingham	Bing Bang	45											1	45		
AK-001	15143	Galen Drake	Perfect Lady	48			1	48							1	48		
AK-003	19525	Ross Fay	Skagit Chief	36									1	36				
AK-008	01833	Pamela Bearden	Breakaway	41			1	41							1	41		
AK-025	17012	Jamie Raymond	AK8270K	28			1	28			1	28						
AK-026	19921	Benjamin McKay	Nellie Juan	32			1	32					1	32				
AK-029	17712	Brian Crapo	Stonewall Jackson	32									1	32				
AK-030	01389	Scott McCutcheon	Allweather	26							1	26						
AK-039	14258	Richard Dudas	April Lesley Ann	28							1	28						
AK-041	13751	Donovan Neal	Spirit of the Wind	28							1	28						
AK-043	00553	Peter Munro	Divina	24							1	24						
AK-046	20034	Galen Drake	Snake Dancer	38									1	32				

					TOTAL		Liveboards		Floathouse/Other		Need 24-26' stalls		Need 32' stalls		Need 42' stalls		Need >42' stalls	
					# Boats	LOA'	# Boats	LOA'	# Boats	LOA'	# Boats	LOA'	# Boats	LOA'	# Boats	LOA'	# Boats	LOA'
AL-007	15889	David Seris	Trollstigen	44											1	44		
AL-008	15083	Elizabeth Zeiger	Great Sea	51													1	51
AL-009	20630	Webb Malakowski	Nichole	41			1	41							1	41		
AL-024	20139	John Shorty Jr.	Hazel S	31									1	31				
AL-025	18360	James Hargett	Zoe	28							1	28						
AL-027	04349	Craig Moore	AK4704J	26							1	26						
AL-029	18911	John Kopaunik	Carry Lynn	23							1	23						
AL-032	17526	Alain Saaiman	Credence	26							1	26						
AL-034	00479	Roger Harding	Dawn Treader	25							1	25						
AL-042	19412	Anton Temanson	C Ronin	18							1	18						
AL-043	16933	Anton Temanson	Aquila	28			1	28			1	28						
AN-008	13105	Kyle Mathers	Nanook	27							1	27						
AN-010	12696	Walt Sisikin	Voyager	27							1	27						
AN-011	18963	Jamie & Melissa Robinson	Audrey's Feather	25							1	25						
AN-013	20781	Jonathan Stetson	Tales	29			1	29					1	29				
AN-014	19337	Myles Martin	Voyager	28			1	28			1	28						
AN-020	20170	Courtney Pegus	Knot Focused	28							1	28						
AN-022	18525	Leif Hansen	Windfree	23							1	23						
AN-029	11107	Gus Marx	Maeve	25							1	25						
AN-032	19542	Jason Roe	AK6003H	20							1	20						
AN-033	20339	Lucas Crane	Blue Light	25							1	25						
AN-042	00324	William Horton	AK0339H	26			1	26			1	26						



PROJECT DESCRIPTION:

THE PROJECT CONSISTS OF THE DEMOLITION AND DISPOSAL OF THE REMAINING HEADWALK FLOATS NORTH OF THE PHASE II CONSTRUCTION LIMITS, AS WELL AS EXISTING MAINWALKS "H", "J", "K", "L", AND "N".

ALL FINGER FLOATS, STEEL AND TIMBER MOORING PILES, WATER UTILITIES, ELECTRICAL SERVICE AND LIGHTING WILL BE DEMOLISHED AND DISPOSED OF AS PART OF THIS WORK. THE EXISTING "H" GANGWAY AND GANGWAY LANDING FLOAT WILL BE SALVAGED AND REFURBISHED FOR RE-USE, ALONG WITH THE NORTH GANGWAY.

THE EXISTING "H" APPROACH DOCK IS STILL SERVICEABLE AND WILL BE RE-USED. THE EXISTING NORTH APPROACH DOCK WILL ALSO BE RE-USED AND EXTENDED TO ACCOMMODATE THE RECONFIGURED HEADWALK. 484 FEET OF NEW HEADWALK FLOAT WILL BE INSTALLED TO CONNECT THE PHASE II FLOATS TO THE NORTH GANGWAY.

NEW MAINWALK FLOATS "H" AND "J" WILL BE INSTALLED WITHOUT FINGERS FOR USE AS SIDE TIE MOORAGE. THE NEW HEADWALK AND MAINWALK FLOATS WILL BE INSTALLED WITH COMPLETE FIRE PROTECTION SYSTEM, POTABLE WATER SERVICE AND LIGHTING. ELECTRICAL PEDESTALS WILL BE PROVIDED SUFFICIENT TO SERVE THE ELECTRICAL NEEDS OF SIDE TIED VESSELS MOORED IN THE HARBOR.

FUTURE PHASES OF WORK WILL INSTALL ADDITIONAL MAINWALK FLOATS "K" AND "L" AS WELL AS FINGER FLOATS AND ADDITIONAL ELECTRICAL PEDESTALS TO SERVE THE NEEDS TO VESSELS MOORED IN STALLS.

REVISIONS

REV.	DATE	DESCRIPTION	DWN.	CKD.	APP.

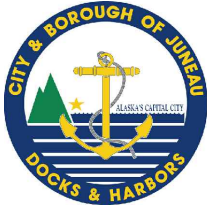


9360 Glacier Highway, Ste. 100
Juneau, Alaska 99801
Phone: 907-586-2093
Fax: 907-586-2099
www.pndengineers.com

DESIGN: MS
DRAWN: WRB
CHECKED: _____
APPROVED: _____

SCALE: SCALE IN FEET
0 30 60 FT.

DATE: _____

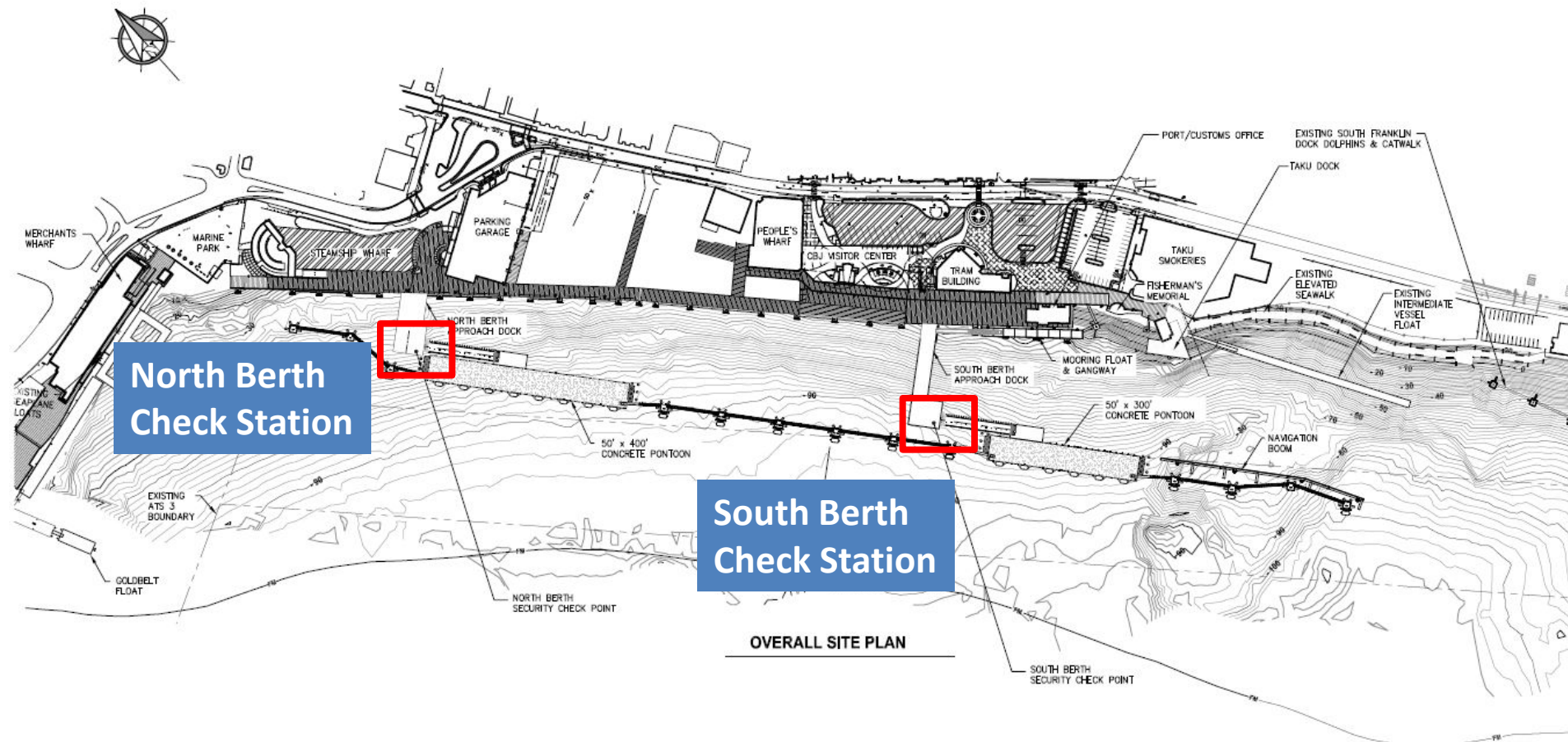


CITY & BOROUGH OF JUNEAU, ALASKA
AURORA HARBOR REBUILD - PHASE III

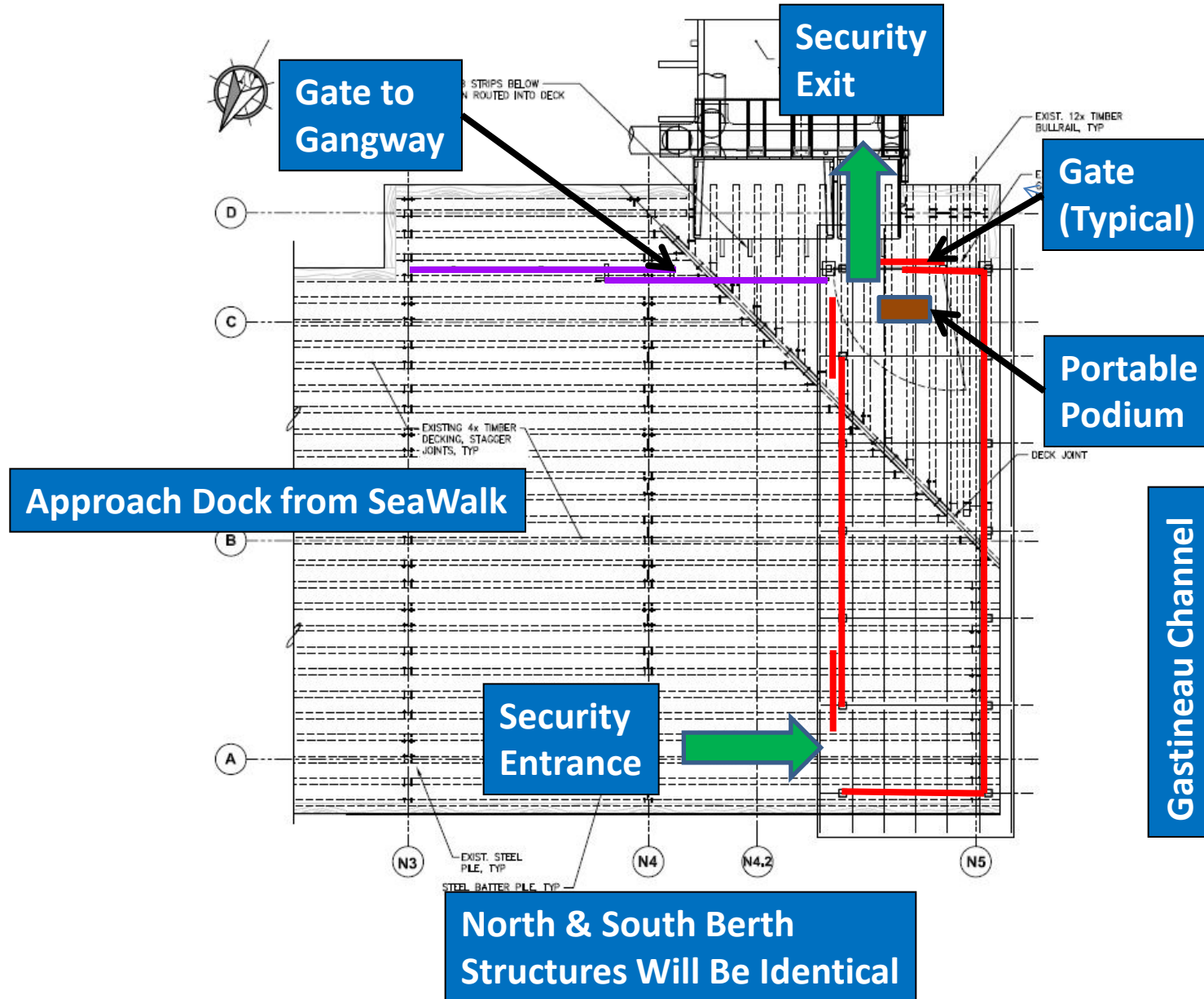
SHEET TITLE:
SITE PLAN - PHASE III

PND PROJECT NO.: 182085

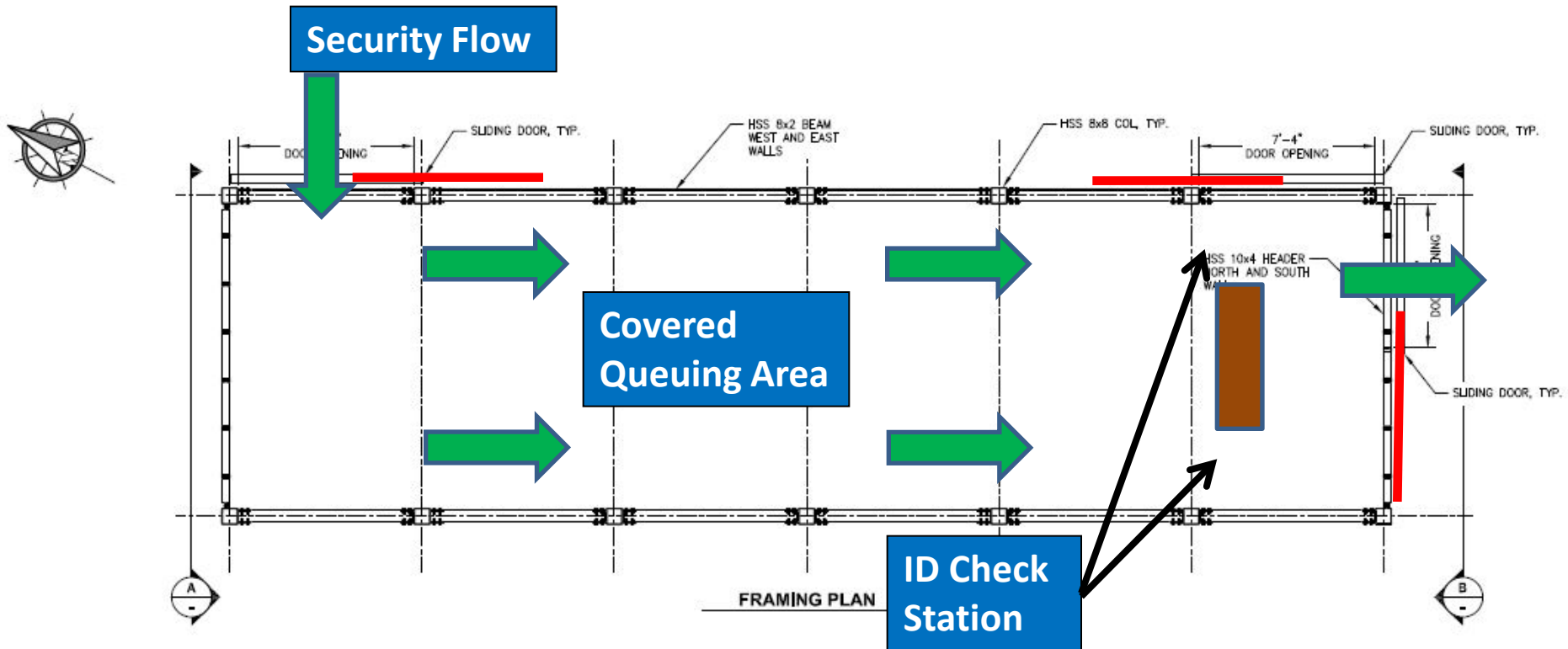
Cruise Berths Security Check Stations



Cruise Berths Security Check Stations

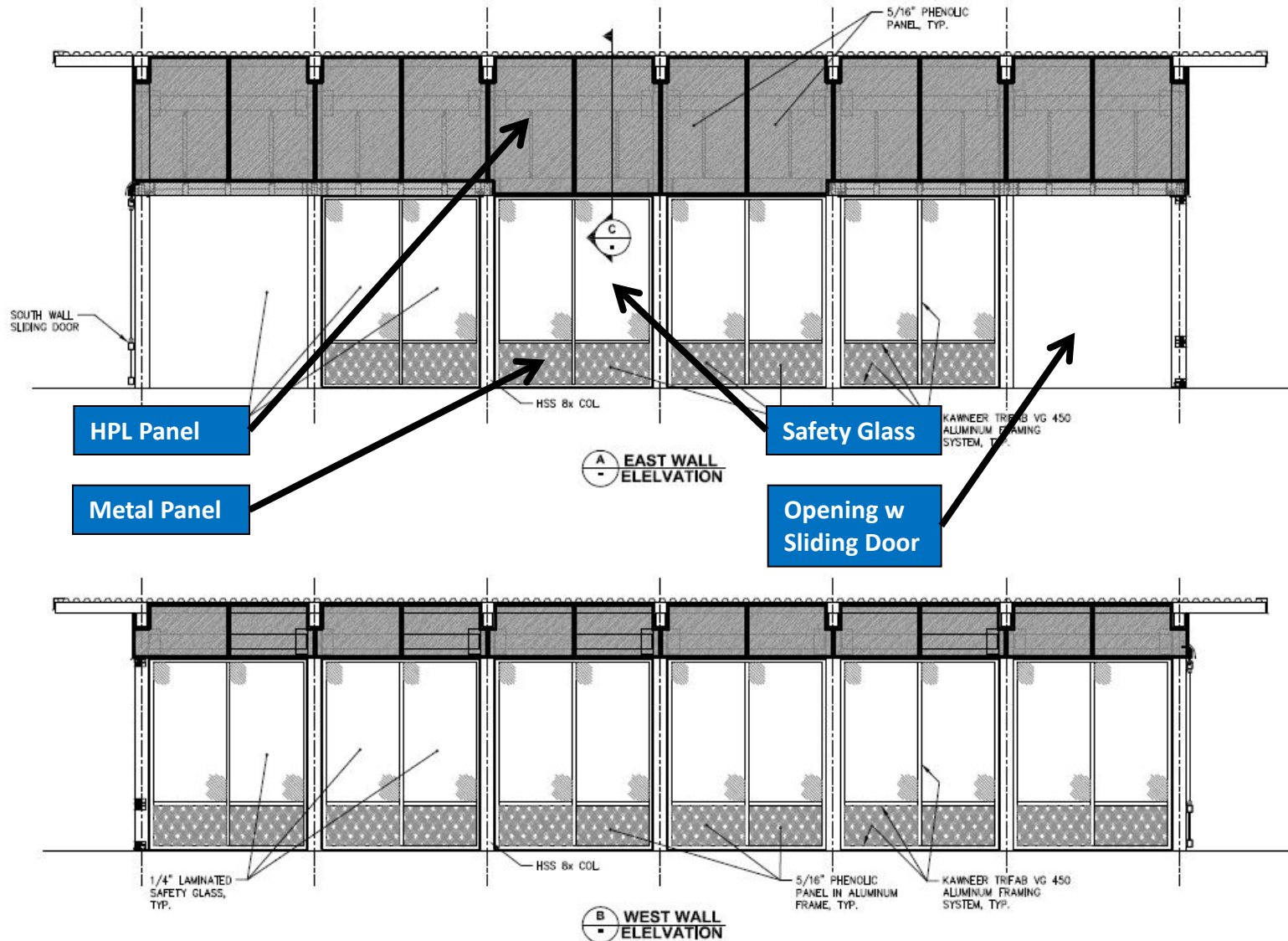


Cruise Berths Security Check Stations



North & South Berth
Structures Will Be Identical

Cruise Berths Security Check Stations



Cruise Berths Security Check Stations

