

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING MINUTES
Thursday, October 22nd, 2015

I. Call to Order

Mr. Simpson called the meeting to order at 5:00 p.m. in Room 224 of City Hall.

II. Roll Call

The following members were in attendance: Tom Donek, Robert Janes, Budd Simpson, and David Summers.

Also in attendance were: Carl Uchtyl – Port Director and David Borg – Harbormaster.

Absent: John Bush.

III. Approval of Agenda

Mr. Uchtyl said I propose we move Howard Lockwood's presentation to the first item under Items for Information/Discussion.

MOTION By MR. DONEK: TO APPROVE THE AGENDA AS AMENDED.

Motion passed with no objection.

IV. Public Participation on Non-Agenda Items – None.

V. Approval of August 12th, 2015 Operations-Planning Meeting Minutes

MOTION By MR. JANES: TO APPROVE THE August 12th, 2015 Operations-Planning Meeting Minutes AS PRESENTED AND ASK UNANIMOUS CONSENT.

Motion passed with no objection.

VI. Consent Agenda – None.

VII. Unfinished Business

1. Auke Bay Boatyard Lease Amendment

Mr. Uchtyl said I have included the lease in tonight's packet. The Auke Bay Boatyard Lease Amendment was tabled at last night's Finance Committee Meeting.

Committee Questions

Mr. Janes asked can we vote on the Auke Bay Boatyard Lease Amendment here or move it forward.

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Mr. Donek said part of the issue is Exhibit B has the old items. Exhibit B should be rewritten to state that the structures are intended to be replaced in kind at a future date. There are currently structures at the Statter Boatyard that are not at the Auke Bay Loading Facility Boatyard.

Public Discussion-NONE

Committee Discussion/Action

Mr. Simpson said Mr. Uchtyl can update Exhibit B so we have all the relevant information to prepare a motion. We need to know what items go with the lease so we can assess the value of the rental accordingly.

MOTION By MR. JANES: TO HAVE STAFF UPDATE EXHIBIT B TO INCLUDE ITEMS TO BE LEASED AND ITEMS TO BE REPLACED AT A FUTURE DATE AND SUBMIT TO THE REGULAR BOARD FOR APPROVAL AND ASKED UNANIMOUS CONSENT.

Motion passed with no objection.

VIII. New Business

1. Docks & Harbors department referring to customers as “customers”

Mr. Summers said the term user has been brought to us through the digital age. The user would be on the computer and not paying for a product they were consuming. By using “user” instead of “customer” you are watering down the fact that the customer is paying for a product. Culturally speaking, this has taken effect in the Docks and Harbors. I would like to see customers who are paying for products referred to as customers as opposed to users.

Committee Questions

Mr. Simpson asked can you give an example of when this was a problem.

Mr. Summers said to give a specific example would be difficult. It is cultural and a cumulative problem. It blurs the relationship. Like on the internet you have the user, who is not paying for the product, and the advertiser, who is the customer paying for advertising space on the site. The site will treat the nonpaying user and the paying customer differently.

Mr. Simpson asked are you wanting the department to think of the people referred to as users as customers.

Mr. Summers replied yes. Also, I think it is incorrect to refer to a customer as a user. I am not suggesting that we rewrite anything that already exists, but going forward we

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use customer and not user. The policy would be to refer to customers as customers as opposed to other terms. Staff should be reminded to call customers “customers”.

Mr. Uchytel said I like the term patron.

Mr. Borg said we have users, some people pay and some don't. Not everyone pays to use the harbor.

Public Discussion

Dennis Holloway of Juneau, AK said we have a lot of different user groups. There are numerous words we use that are more definitive to help us determine who we are talking about. Only using the word customer to describe all of them would make it impossible to tell which user group the person belongs to.

Mr. Simpson said Mr. Summers is not proposing we can no longer use other descriptive terms.

Mr. Summers said I would like to clear up the broad use of so many different terms. Is it that important to identify the people that are not paying for the service and call them something other than a customer? A patron is a repeat customer. I don't see that as problematic, put the word user is where I see problematic things.

Committee Discussion/Action

Mr. Donek said the word user was used before the internet. There are a lot of different user groups within the harbors.

Mr. Simpson said the word user does not have a negative connotation to me.

NO MOTION

2. Docks & Harbors department becoming a tobacco-free workplace

Mr. Summers provided pamphlets and said the Center for Disease Control (CDC) has a program with information about how to implement a tobacco-free workplace. The ground has been broken and this is not a new idea. I have observed harbor staff smoking in uniform and putting cigarette butts in the water around the harbors. This presents a lack of professionalism and a potential hazard. I would like to see the Harbors Department have a tobacco-free policy.

Committee Questions – None

Public Discussion

Mr. Borg said we fall under the City and Borough of Juneau (CBJ) policy. There is a designated smoking area at each of the harbors. Employees are not permitted to smoke in vehicles or indoors.

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Mila Cosgrove, CBJ Human Resources Director, said Administrative Policy 98-01 covers the CBJ policy for smoking. Smoking is prohibited in any enclosed area and in areas where there is a realistic expectation of secondhand smoke. You can set guidelines around the policy that exists by designating smoking areas and limiting smoking to employee breaks. You can state that you don't want people smoking on docks because that is a work area. You cannot say that an employee cannot use tobacco during their shift. You would probably get push back from the employees who do use tobacco products. You have to ask yourself is it worth the overall impact on morale.

Mr. Summers said I like the idea of prohibiting smoking on the docks. A tobacco-free workplace is a progressive idea that is not just about secondhand smoke. This would be a more efficient policy for a healthier and happier workplace. When an employer offers a smoking area for an employee they are encouraging them to continue smoking. What we want to do is offer smoking cessation opportunities for them to quit smoking. This is a better opportunity for employees.

Ms. Cosgrove said we have a very active Wellness Program at CBJ. We offer no cost tobacco cessation and we actively promote that program.

Committee Discussion/Action

Mr. Donek said the CBJ smoking policy is specific. If there is a problem with employees smoking where or when they are not supposed to be, then it is a supervisory issue.

Mr. Janes said there have been occasions when my customers were walked down the sidewalk and gangway at Statter Harbor and encountered staff smoking on the sidewalk or gangway. I would like to see a policy to back supervisors up when telling staff where they can and cannot smoke.

Mr. Summers said due to the uniqueness of the Docks and Harbors Department I would like to see these three words added to the current policy: dock, float, and watercraft. I think we need a policy change because on many occasions I have heard from staff that they cannot do anything about a certain issue because there's no policy to do that. I don't think staff should smoke in uniform, and that would be whatever the uniform of the day is.

Mr. Simpson said the problem with not allowing staff to smoke in uniform is that they are allowed to smoke while on break.

Ms. Cosgrove said you have every tool available now to set reasonable restrictions in the workplace.

Mr. Summers asked does management currently allow staff to smoke on the docks, float or watercraft. What is being done about that?

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Mr. Borg said staff is on the docks for 6 to 8 hours some days. I am not going to require staff to walk 15 minutes so they can take a smoke break. I want the job to get done. I do not want staff talking to customers while smoking. Docks and Harbors are not going to become a nonsmoking entity.

NO MOTION

IX. Items for Information

1. Juneau Port Development

Howard Lockwood – Manager, Juneau Port Development gave a PowerPoint presentation and said I want to be sure the Harbor Board Members are aware of the land/title interests that apply to this property. Mr. Lockwood went over a presentation about mining process and the changes to the harbor plan since Public Works has taken over portions of the property in the last 3 years. Mr. Lockwood also went over other financial information for the plans.

Committee Questions

Mr. Donek asked do you need a permit to remove the dredged material and put it behind a wall.

Mr. Lockwood said I would need to get an additional permit to remove the dredged material and put it behind a wall.

Mr. Simpson said the plans changed because of the Rock Dump; if there is a better use for that property, like a mega-yacht harbor, we could utilize that area.

Mr. Uchytel said the issue is the lease, it does not address mining claims but instead requires there to be permits in place. CBJ Law requires there to be permits in place for dredging before we can extend the lease.

Committee Discussion/Action-None.

2. Juneau Port Development Operation and the Alaska State Mining Laws

David Wilfong is a Mining Engineer at the Alaska Department of Natural Resources (ADNR). Mr. Wilfong gave a PowerPoint presentation explaining the role of ADNR and how mining rights work. ADNR is the lead state agency for mining claims; which means that all other state agencies need to consult ADNR before issuing mining permits. Slide 9 outlines in red the area to which Mr. Lockwood has mining claims. CBJ owns the surface estate and the State of Alaska owns the subsurface estate. Mineral rights generally take precedence over surface estates.

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Mr. Janes said CBJ Docks and Harbors leases the land to Mr. Lockwood, and he has the mineral claims. Would Mr. Lockwood be able to continue mining without a lease from CBJ? Would CBJ be able to use the land?

Mr. Wilfong said CBJ is the surface estate owner, and as such they do have some rights. CBJ and Mr. Lockwood could write up and sign a Surface Use Agreement. Surface Use Agreements generally insure that the surface estate owner will not interfere on the mining process more than is necessary and the miner usually bonds for any damage that might occur to the surface estate. The miner is typically given a reasonable timeline to mine the property.

Mr. Donek asked do we have to deal with Mr. Lockwood's mining claims before doing anything with the property.

Mr. Wilfong said yes. There would need to be a Surface Use Agreement. Mr. Lockwood would need to be given a reasonable amount of time to mine the area. The area is comprised of sand, so it takes very little energy to remove when compared to an area like that comprised of gravel. I am uncertain as to how much time is considered a reasonable amount. I will look into that for you. However, I do know that an area of 1.5 million cubic yards of sand takes approximately 4 to 6 years to mine. There are a lot of factors that could change that estimate, such as weather and the equipment used for mining.

Mr. Simpson asked are there spawning season blackouts.

Mr. Wilfong said yes, spawning blackouts are managed by Fish and Game. There are a few things that Fish and Game has authority over. Typically that involves freshwater and critical habitat.

3. Downtown Food Vendors

Mr. Borg said we have been approached by several people in the past few years who are interested in selling food on the docks. Do we want to allow food to be sold on the docks? CBJ charges a \$50.00 fee for people to sell food around town.

Mr. Janes said the food vendors in San Francisco are strategically placed to work with the flow of traffic. I asked some of the San Francisco food vendors what the process was to get a permit, and they informed me there is a bid process for the permit every few years. We might want to consider making two or three available depending on what kind of space we have. I would like to see well designed buildings that are appropriate for the area instead of food carts that are rolled in and out every day.

Mr. Donek said I do not like the idea of a comparatively inexpensive food cart being placed in front of a restaurant that cost the owners a lot of money. Do to administrative fees we would lose money if we only charged \$50.00 for a permit.

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There are lots of places to eat downtown and the cruises include the price of the food in their travel package. Also, we need to wait until 16B is finished because we have a fence that is going down the middle of the dock.

X. Staff, Committee and Member Reports

Mr. Borg said there have been fires to the life rings at the Wharf. The total damage amounted to \$2,500.00.

XI. Committee Administrative Matters – Next Meeting:

1. The Operations/Planning Committee Meeting scheduled for Tuesday, November 10th, 2015 is CANCELLED. The next Operations/Planning Committee Meeting is scheduled for December 2nd, 2015 at the Downtown Library.

XII. Adjournment

The Operations/Planning Committee adjourned at 7:18 p.m.



**David
Wilfong**

Mining Engineer

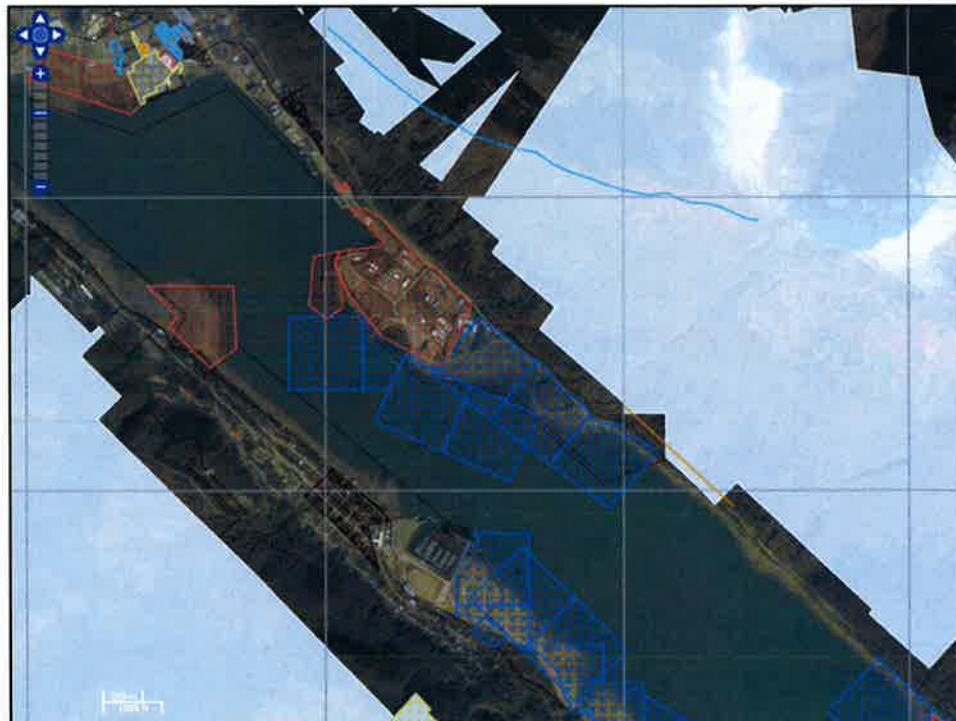
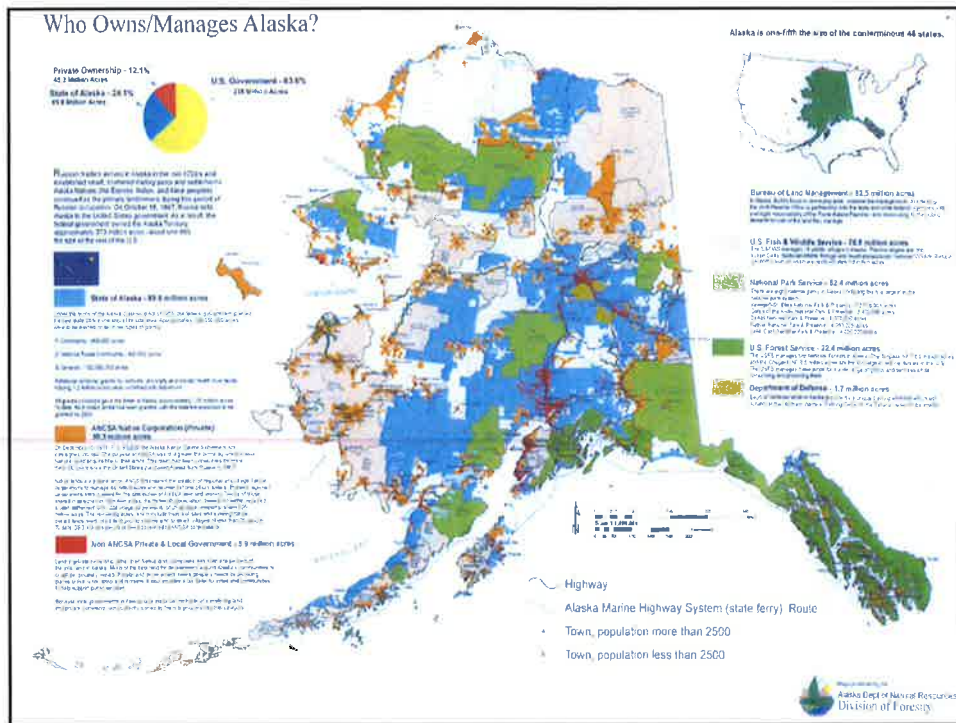
ADNR Mining Section

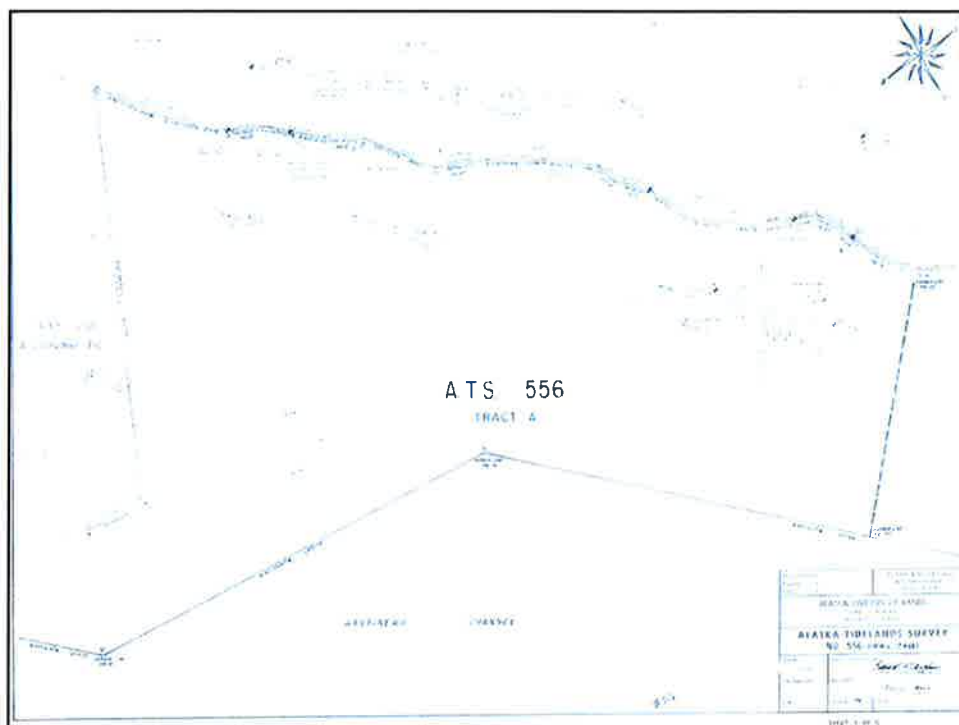
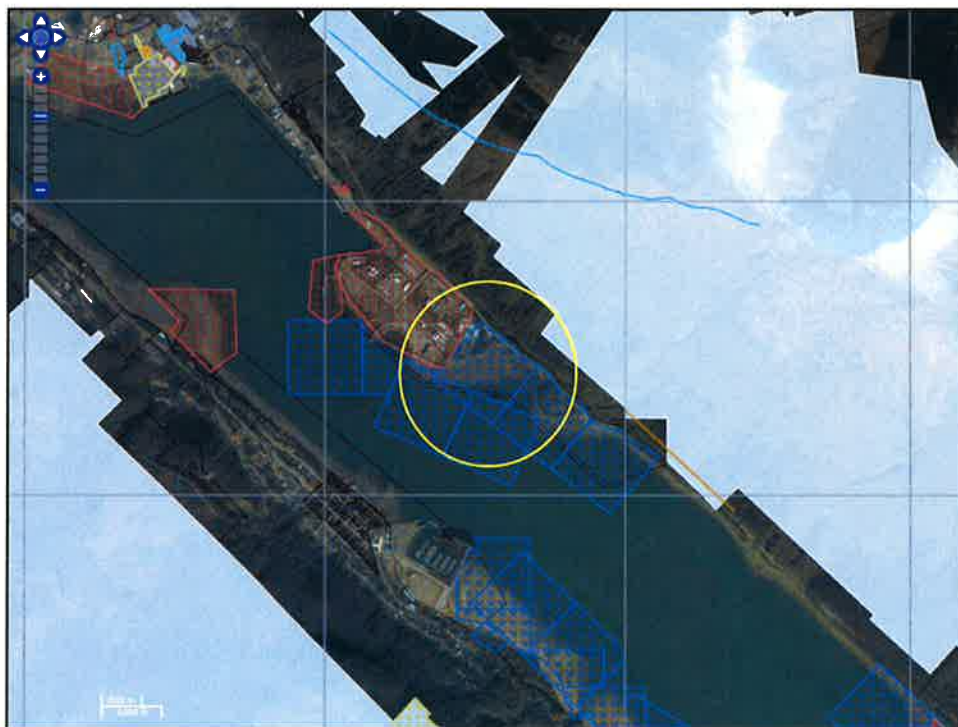
Phone 907-465-3404

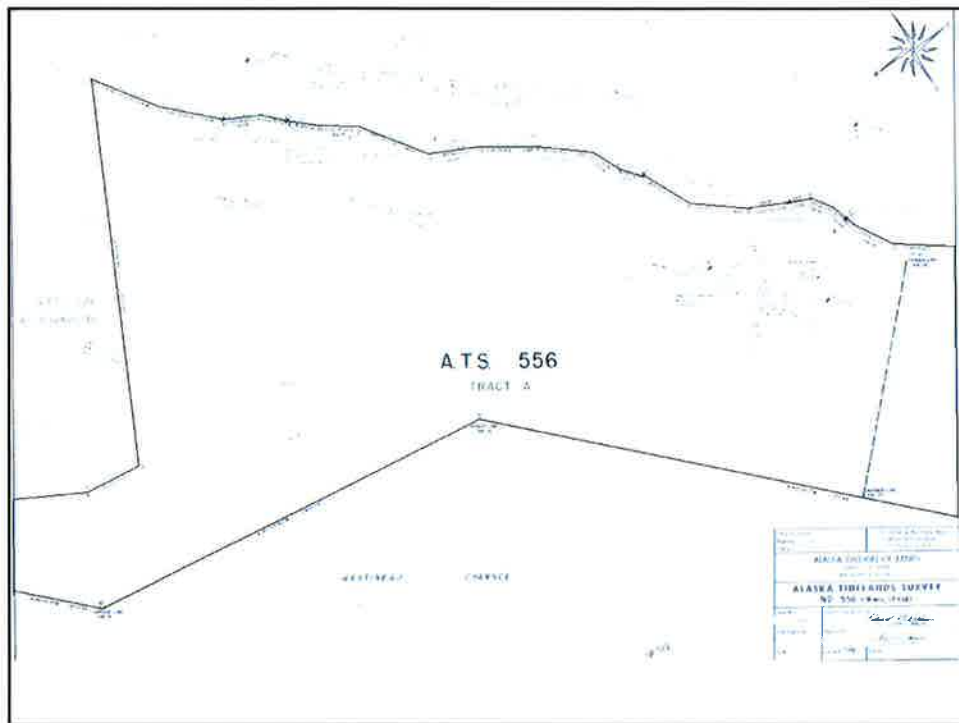
Email david.wilfong@alaska.gov

The Role ADNR Performs

- Manage State land in Alaska including
 - Land sales
 - Water quantity Management
 - Mining
 - Forestry
 - Land









Warning: Title reports are only current as of the date issued. Adjudicator must check for new information using the Recorder's Office database and LAS prior to making any decisions. A new title report needs to be requested if existing title report is more than one year old.

Title Researched by **Margie Goatley**

State of Alaska

Realty Services Section Title Unit

269-8607

Title Report RPT # 4557

ADL No. 517983

Wast # 3

Current as of 7/22/2013

1. REQUESTOR:

David Wilfong

DNR/DMLW/SERO

2. PROVIDE COPY OF COMPLETED REPORT TO:

David Wilfong

3. TITLE IS VESTED IN:

The State owns a portion of the submerged and tidelands estates of the project area. All known third party interests are listed within this report. [Please see NOTE at bottom of report].

4. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

The NW1/4SE1/4 with portions encroaching into the SW1/4NE1/4 and the NE1/4SW1/4, within Sec. 25, T. 41S., R. 67E., CRM [See ADL 517983 as depicted on attached map].

5. TITLE CHAIN:

- Tide and Submerged Lands – The Submerged Lands Act of 1953 (P.L. 31, 83rd Congress, First Session, 67 Stat. 29) o Under this Act, the State of Alaska received title to the lands beneath navigable waters, including both lands that would ordinarily pass to the State under the Equal Footing Doctrine (*Lessee of Pollard v Hagan*, 3 How. 212, 228-229 [1845]), which includes the periodically submerged tidelands and inland navigable waters, and lands over which the United States has paramount sovereign rights, i.e. submerged lands beneath a 3-mile belt of the territorial sea. o The Equal Footing Doctrine - All new states enter the Union on an equal footing with the original states with respect to sovereign rights and powers. *Pollard's Lessee v. Hagan*, 44 U.S. (3 How.) 212 (1845). Those sovereign rights and powers include ownership of the beds of navigable waters.

- State Tidelands Patent No. 224, dated 1/4/68, issued for the surface estate from the State of Alaska to the City of Juneau

- State Mining Claim Location Notice, dated 11/20/1987, to Dr. Roger Eichman, Chris Morgan and Ralph Kibby [ADL 517983].

"Deed Book 22 Page 447"
Juneau Recording Dist.

RECORDED - FILED
 JUN 19 1962
 JUN 19 1962
 JUN 19 1962
 JUN 19 1962

Section Township 41 South Range 67-68 East CR Meridian
 according to the official plat of survey thereof, on file and of record with the Division of Lands and recorded in
 Plat No. 512, Serial No. 67-2463
 Book Page of the official records of the Juneau Recording Precinct, Juneau, Alaska

The Grantor, Alaska, expressly reserves, out of the grant hereby made, unto itself, its lessees, successors, and assigns forever, all oils, gases, coal, ores, minerals, fissionable materials, and fossils of every name, kind or description, and which may be in or upon said lands above described, or any part thereof, and the right to explore the same for such oils, gases, coal, ores, minerals, fissionable materials and fossils of every name, kind or description, and which may be in or upon said lands above described, or any part thereof, and the right to explore the same for such oils, gases, coal, ores, minerals, fissionable materials and fossils, and in the hereby expressly reserved and reserved out of the grant hereby made, unto itself, its lessees, successors and assigns forever, the right to enter by itself, its or their agents, attorneys, and servants upon said lands, or any part or parts thereof, at any and all times, for the purpose of opening, developing, drilling and working mines or wells on these or other lands, and taking out and removing therefrom all such oils, gases, coal, ores, minerals, fissionable materials and fossils, and to that end it further expressly reserves out of the grant hereby made, unto itself, its lessees, successors, and assigns forever, the right by its or their agents, servants and attorneys at any and all times to erect, construct, maintain, and use all such buildings, machinery, roads, pipelines, powerlines, and railroads, sink such shafts, drill such wells, remove such soil, and to remain on said lands or any part thereof for the foregoing purposes and to occupy as much of said lands as may be necessary or convenient for such purposes hereby expressly reserving to itself, its lessees, successors, and assigns, as aforesaid, generally all rights and power in, to, and over said land, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and rights hereby expressly reserved.

This indenture is executed subject to the covenant that no person, firm, association or corporation shall take herring spawn in waters on or over the tidelands herein conveyed, nor shall any person, firm, association, organization or corporation engage in the sale, barter or exchange of herring spawn for profit, providing however, nothing herein shall be construed to prevent or prohibit the taking of herring spawn by residents of this State for (1) personal consumption or (2) barter or exchange for the necessities of life, pursuant to A.S. 16.15.140-170 as amended.

We Here and to Hold the said land with the appurtenances thereof unto the said Grantor and their heirs and assigns forever.

In Testimony Whereof the State of Alaska has caused these presents to be executed by the Director of the Division of Lands pursuant to A.S. 38.05.930, as amended this 4th day of January, A.D. 1962.

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**David
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ADNR Mining Section

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