

CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING AGENDA
For Thursday, September 30th, 2021

Zoom Meeting
<https://bit.ly/3d3NLYO>
or via Phone 1-253-215-8782
Meeting ID: 959 9771 7004
Passcode: 946022

- I. Call to Order** (5:00 p.m. via Zoom)
- II. Roll** (Lacey Derr, Paul Grant, David Larkin, Matthew Leither, Mark Ridgway, Annette Smith, Bob Wostmann, James Becker and Don Etheridge)
- III. Approval of Agenda**

MOTION: TO APPROVE THE AGENDA AS PRESENTED.
- IV. Approval of August 26th, 2021 Board minutes**
- V. Special Order of Business**
- VI. Public Participation on Non-Agenda Items** (not to exceed five minutes per person, or twenty minutes total time).
- VII. Consent Agenda**
 - A. Public Requests for Consent Agenda Changes
 - B. Board Members Requests for Consent Agenda Changes
 - C. Items for Action

- 1. Authority to create Full Time Equivalent (FTE) – Harbor Security Officer
Presentation by the Harbormaster

RECOMMENDATION: TO AUTHORIZE THE CREATION OF AN ADDITIONAL FTE FOR THE PURPOSE OF AN AFTER NORMAL BUSINESS HOURS HARBOR SECURITY OFFICER.

- 2. Appropriation – FEMA Port Security Grant
Presentation by the Port Director

RECOMMENDATION: THAT THE ASSEMBBLY APPROVE ORDINANCE 2021-08(b)(am)(F) APPROPRIATING \$24,730 FROM FEMA PORT SECURITY GRANT AS FUNDING FOR FACILITY SECURITY ENHANCEMENT AT THE AUKE BAY LOADING FACILITY.

CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING AGENDA (CONTINUED)
For Thursday, September 30th, 2021

3. Resolution – In Support of Full Funding for the FY23 ADOT Harbor Facility Grant
Presentation by the Port Director

RECOMMENDATION: THAT CBJ ASSEMBLY APPROVE A RESOLUTION TO URGE FULL FUNDING IN THE AMOUNT OF \$11,492,760 FOR THE STATE OF ALASKA DEPARTMENT OF TRANSPORTATION MUNICIPAL HARBOR FACILITY GRANT PROGRAM IN THE FY 2023 STATE CAPITAL BUDGET.

4. MARAD Correspondence – Self-propelled Hydraulic Boatlift
Presentation by the Port Director

RECOMMENDATION: TO DISPOSE OF THE SEALIFT SELF-PROPELLED HYDRAULIC BOATLIFT TO THE MARITIME ADMINISTRATION (MARAD) CONSISTENT WITH FEDERAL PROCESSES.

MOTION: TO APPROVE THE CONSENT AGENDA AS PRESENTED

VIII. Unfinished Business

1. Charter Vessel Rates at Statter Harbor (05 CBJAC 20.080 Passenger-for-hire fee)
Presentation by the Port Director

Board Questions

Public Comment

Board Discussion/Action

MOTION: TO RECOMMEND A 10% INCREASE PER VESSEL FEE AND 10% INCREASE PER PASSENGER FEE, SET UNDER 05 CBJAC 20.080, TO BE EFFECTIVE FOR CALENDAR YEAR 2022.

IX. New Business

1. Bid Award – Taku Seawalk Releveling Project
Presentation by the Port Engineer

Board Questions

Public Comment

Board Discussion/Action

MOTION: TO RECOMMEND A BID AWARD TO ISLAND CONTRACTORS, INC. IN THE AMOUNT OF \$107,100 FOR PROJECT DH22-007 – TAKU SEAWALK RELEVELING.

CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING AGENDA (CONTINUED)
For Thursday, September 30th, 2021

X. Items for Information/Discussion

1. Proposed American Rescue Plan Act (ARPA) Funding to Docks Enterprise
Presentation by the Port Director

Board Discussion/Public Comment

2. Renaming Archipelago Lot – Peratrovich Plaza
Presentation by the Port Director

Board Discussion/Public Comment

3. Harbor Rate Study - RFP
Presentation by the Port Director

Board Discussion/Public Comment

4. Board Retreat Planning & Board Meeting Calendar
Presentation by the Committee Chair/Port Director

Board Discussion/Public Comment

5. End of Season Meeting – Juneau Tourism Companies
Presentation by the Port Director

Board Discussion/Public Comment

XI. Committee and Member Reports

1. Operations/Planning Committee Meeting- Wednesday, September 22nd, 2021
2. Finance Sub-Committee Meetings – September 8th and September 29th, 2021
3. Member Reports
4. Assembly Lands, Housing & Economic Development Committee Liaison Report
5. Auke Bay Neighborhood Association Liaison Report
6. South Douglas/West Juneau Liaison Report

XII. Port Engineer's Report

XIII. Harbormaster's Report

XIV. Port Director's Report

XV. Assembly Liaison Report

XVI. Board Administrative Matters

- a. Finance Sub-Committee Meeting – Wednesday, October 12th & October 26th, 2021
- b. Ops/Planning Committee Meeting – Wednesday, October 20th, 2021
- c. Board Meeting – Thursday, October 28th, 2021
- d. Board Strategic Retreat – Friday, November 5th & Saturday, November 6th, 2021

XVII. Adjournment

CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING MINUTES
For Thursday, August 26th, 2021

Via Zoom Meeting
<https://bit.ly/3d5NECZ>

- I. Call to Order:** Mr. Etheridge called the Regular Board Meeting to order at 5:00 p.m. via Zoom.
- II. Roll Call:** The following were in attendance at the Port Directors office or via zoom. Lacey Derr, Paul Grant, David Larkin, Matthew Leither, Mark Ridgway, Annette Smith, Bob Wostmann, James Becker and Don Etheridge.
- Also in attendance: Carl Uchytel – Port Director, Erich Schaal – Port Engineer, Matthew Creswell – Harbormaster, Jeremy Norbryhn – Deputy Harbormaster, and Teena Larson – Administrative Officer.
- III. Approval of Agenda**
- MOTION By MR. RIDGWAY: TO APPROVE THE AGENDA AS PRESENTED AND ASK UNANIMOUS CONSENT.**
- Motion passed with no objection.**
- IV. Approval of July 29th, 2021 Board minutes**
Hearing no objection, the July 29th 2021 Board minutes were approved as presented.
- V. Public Participation on Non-Agenda Items - None**
- VI. Consent Agenda – None**
- VII. Unfinished Business - None**
- VIII. New Business - None**
- IX. Items for Information/Discussion**
1. Docks & Harbors Board - Opportunities for Outreach
Mr. Etheridge provided ideas for public outreach;
- Post Board members pictures with contact information in the Harbors.
 - The Board members can write letters to the editor on a rotating basis.
 - The Board members can write a paragraph for the monthly Tide Line.
 - The Board members can address the Assembly under public participation or if we have something on the agenda, someone would be there to answer questions.
 - The Board members can address other civic organizations, rotary, chambers, etc.
 - The Board members could call our legislatures, federal delegation, DOT and USDOT on a monthly basis to remind them of our needs and the grants we are looking for.
 - A Board member on a rotating basis could go on action line with Mr. Uchytel once a month to talk about Docks & Harbors issues.

CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING MINUTES (CONTINUED)
For Thursday, August 26th, 2021

Committee Discussion

Ms. Smith said she is a member of the Juneau Gastineau Rotary and she would be happy to bring up anything the Board wanted to communicate to the Rotary club. If there are projects the Rotary can participate in she would be happy to bring proposals to the Board.

Mr. Grant said this raises a concern with consistency of messaging. The list is good ideas on how to get good information to the public but what concerns him is a controversial project. We just had comment in the Juneau Empire about that this week. It is fine for Board members individually to talk about their views but talking for the Board as a whole could be the issue if the Board has not discussed that ahead of time. He recommended Mr. Uchytel or the Board Chair be the logical spokesperson for the Board. He has a concern with having the Board members individually talk about the Board's business.

Mr. Etheridge said he shares that same concern. On a controversial issue the Board should decide what message should go out. Just to get out what the Board is doing can be done fairly easily.

Mr. Ridgway said this would be talking as a Board member and not discussing your own personal opinion on a project or an issue.

Ms. Derr said the Board members could have a rotation and there would be a pre-approved Board statement. Rotating members would be an opportunity for the public to get to know us. She does not have an issue with her picture and contact information in the Harbors but she has already had members of the public reach out to her inappropriately. She said she likes the list of ideas and would be happy to participate in the outreach.

Mr. Grant said he does have a concern with posting our phone numbers in the Harbors.

Mr. Wostmann said he does not have a concern with posting the members phone numbers and he has received phone calls about different topics. He said a Board member could give their opinion but not get into an argument with the public but to say if someone wanted to hear the reason behind the opinion to attend the next Board meeting.

Mr. Larkin said as far as security, having the Board members pictures and the Juneau.org email posted in the Harbor is a good way to start. If there is going to be outreach, it is a two way street. We are here to represent the Juneau public to Docks & Harbors. Speaking in the public there should be Board approved talking points but to also give the individual members position and find out what the public thinks to get a pulse of the public.

Mr. Ridgway said he reposted Mr. Creswell's Facebook post and commented in a general sense that he was for the post and was wondering if that was the right thing to do?

Mr. Etheridge said he believes that is okay to do.

Ms. Smith said she does not have an issue with posting our pictures but she recommends using our Juneau.org email as a contact. She said she uses Facebook and when she sees posts about checking your vessel she will repost and believes that is a valid thing to do.

CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING MINUTES (CONTINUED)
For Thursday, August 26th, 2021

When there are specific issues being discussed within Docks & Harbors, she will reach out to people who she knows the topic to find out what they think. She also lets them know she is on the Board.

Mr. Grant said he would like to hear Mr. Uchytel's opinion on the outreach. He said he does not use social media because it is an uncontrolled method of communication. Anything you say is out there forever. This is an excellent subject for a deeper discussion at our Board retreat. Our relationship with the public is key to doing this right.

Mr. Uchytel said coming up with the list was from listening to some of the Board members wish to be more active and influential in the community. This will be extra work, but he sees benefit in elevating the Board more in the Community. We do not have to post Board member pictures. Every Board member's phone number is already posted on the Docks & Harbors website. Maybe at the Board retreat we could find out what members want to participate in the outreach and who would like to take a pass?

Mr. Etheridge said if we sign on to this outreach, we need to continue and follow through with what we say we are going to do.

Mr. Ridgway said he would sign up for any of the items on the list but he would like talking points.

Mr. Etheridge said he agrees to ask the public opinion on the different topics.

Mr. Uchytel said someone would be assigned for a specific month to call our elected officials.

Mr. Wostmann said there are times when he feels he is representing the Board and then there should be talking points but there are other times when there is a one-on-one discussion that expressing his opinion is appropriate.

Mr. Etheridge said this will be put on the Board retreat agenda.

Public Comment - None

2. Harbor Staff Security Position – Update/Next Steps

Mr. Norbryhn said in early June, staff started a seasonal employee doing a swing shift from 3:30pm to midnight. We have been monitoring the nightly logs and this position has been a great success. He said today he pulled up the theft and vandalism report and he sees there was a lot reported in May, three reported in August and nothing between May and August. This shows the evening employee presence has been positive and much appreciated by the live-aboards. We would like to hire a Harbor Officer to keep this position filled year around.

Committee Discussion

Mr. Grant asked if this is a contracted position or CBJ employee

Mr. Norbryhn said this is a seasonal CBJ employee working from March to October.

CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING MINUTES (CONTINUED)
For Thursday, August 26th, 2021

Mr. Wostmann commented he spoke to several boat owners in Harris and they are very happy to see this employee in the Harbors at night and it is working well.

Mr. Etheridge said he works with him at night and this has been very helpful to have this position at night. He said the Harbor patrons support having this position.

Mr. Grant asked if the single position covers the areas that need to be covered? He said he would think more crime happens after midnight. He asked if this one position is sufficient or do we need more staff?

Mr. Etheridge said we would like to have another position.

Mr. Uchytel said at the Harbors it is a seven day a week operation and we have not expanded our Harbor FTEs in ten years. He has always said if the FTEs are expanded it will be to cover night operations. We do not have a lot of employees for the size of our Harbors. Adding this position will cost approximately \$125,000 with benefits. If this is what the Board wants to prioritize, staff is willing to make this happen.

Mr. Grant said he understands the budget. In his interview with the Assembly for this Board position, one of the questions was on harbor security so that shows the Assembly is concerned with harbor security.

Ms. Smith said she supports security positions, how big of a rate increase will it be to add the additional personnel?

Mr. Uchytel asked what user group would pay for the security personnel?

Ms. Smith asked with the current security officer, how is his time spread out? Is 80% in the Harbors, 15% at the launch ramps, etc. She said she would increase the rate by how much time is spent at each type of facility.

Mr. Norbryhn said 80 to 85% of the security personnel duties is walking the docks in the Harbors.

Mr. Etheridge said he also checks the cruise ship docks on occasion.

Mr. Ridgway said this could be looked at in the rate study.

Mr. Wostmann said he anticipates over the next few months we will be looking at the moorage rates. Rough calculation with adding \$120,000 for the security personnel, moorage rates could have a 3% increase but we would probably spread it out over all user groups.

Mr. Leither asked if there has been any reckoning on where the crimes are happening. Is it only the live-aboards or is it everyone and only the live-aboards are talking about it?

Mr. Etheridge said the thefts are against everyone throughout the harbor system. The security person can and does write tickets and this helps clean up our parking lots.

Mr. Leither asked if there is a log of what the security person is doing all night?

CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING MINUTES (CONTINUED)
For Thursday, August 26th, 2021

Mr. Norbryhn said he does have logs and he will email them to Mr. Leither.

Ms. Derr said this will be a great thing to add to the rate study. She runs into the security staff at the Harbors and this has been a positive influence. We are in a financial situation and she asked if there has been thought to reclassify a current Harbor Officer position? She suggested to have the gates installed in the winter and continue the summer position until this position can be funded year round.

Mr. Uchtyl said we cannot reclassify a current harbor officer position because we do not have enough employees.

Mr. Ridgway said he suggests to bring this night security position up in the public outreach. He said he would like the night security logs in a centralized folder so any Board member can access them at any time.

Mr. Grant asked what if the routine functions around the harbor are performed during the later hours when security is an issue. Example would be performing maintenance after hours to maintain a presence during critical hours.

Mr. Etheridge said that took too much time and he was not able to get to all of the areas needed to be covered.

Mr. Leither asked if this is a valuable service and maybe a way to get public support for this would be to add a paragraph in the Tide Line telling about the different issues this person has been dealing with.

Mr. Etheridge asked Mr. Uchtyl to bring to the next Operations meeting a cost to keep this security position to the end of this year and what it will cost to keep him for the winter. We could add this position in the next budget cycle and look at rate increases.

Mr. Uchtyl asked if Mr. Etheridge wanted to continue with a seasonal position or an additional FTE for the night watch?

Mr. Etheridge said the FTE for the night watch.

Mr. Grant asked if private security was considered?

Mr. Etheridge said yes and we cannot afford it. It was more expensive for them to drive through the harbor twice a night than it was for us to hire somebody.

Mr. Uchtyl said he has also asked JPD and the chief told him no because they do not have the resources to do it right.

Public Comment - None

3. Launch Ramp Survey - Update

Mr. Norbryhn said before the Salmon Derby, staff talked about getting a survey out about interest in expanding the North Douglas Launch Ramp. Over the first week, we only received six responses. After being added to Docks & Harbors Facebook page, we received thousands of views.

CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING MINUTES (CONTINUED)
For Thursday, August 26th, 2021

Mr. Uchtyl said he will add this to the Tide Line so people can still participate.

Mr. Norbryhn said there seems to be more support than against.

Committee Discussion

Mr. Ridgway said he would like to know next time before a survey goes out so he can be prepared.

Ms. Smith said she would also like to know prior to something like this going out. She said she can add this to the Juneau Community Collective site. When this was talked about earlier this year, she said she still has comments that she has been saving should this project come to fruition. We need to listen to the people that live in that area.

Mr. Uchtyl said the survey came about by not missing an opportunity to obtain information. The questions were not controversial and this originally had Board approval for North Douglas. It is surprising how much traction it has gotten on Facebook.

Mr. Grant said Facebook is not the place to have public policy debates.

Mr. Ridgway said he disagrees and this is a great data collection tool.

Mr. Grant said this topic is worthy of further discussion.

Mr. Etheridge said this is just gathering data and public policy is made by the public process and hearings.

Mr. Creswell said we created this survey with a QR code. We posted that link on Facebook but no data was collected from Facebook. Staff does not engage with the public on policy debates on Facebook.

Mr. Uchtyl said the majority of the comments received added their email contact so they are legitimate comments.

Mr. Ridgway commented the link was also shared by Assembly members.

Mr. Wostmann commented he is leery about data collected through Facebook. This is tricky territory and we need to be very careful on how to proceed.

Public Comment - None

4. Taku Lot/Seawalk Re-leveling Project

Mr. Schaal said staff is moving into bidding the Taku Lot/Seawalk Re-leveling project. This is one of two projects we received from CBJ Engineering when they had some staffing turn over. The Boards have been settling and the general plan is to pull the decking up, add more material, reshore it up and buy some more time. This was the first portion of the Seawalk built and was not built with the expensive pilings like everywhere else so this needs to be pulled up and regraded every ten years or so. This will start at the North end of the Fisherman's memorial and end at the South end. It will leave a little of the existing Seawalk untouched because the planter by the Twisted Fish is not moving

CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING MINUTES (CONTINUED)
For Thursday, August 26th, 2021

very much and we are constrained by the budget so we tried to keep this as small as possible. Currently the construction estimate is \$131,000 with the account having a little over \$209,000. The schedule as it stands right now is the advertisement will hit the paper early September. The bids will be opened September 28th unless there is an extension. We will be bringing the bids to the Board for approval on October 20th. We will need to ask for a Special Board meeting before the Operations meeting for approval. It will go to the Assembly on October 25th. Substantial completion on December 31st with final completion January 31st. The funding for this project is out of head tax cruise ship money.

Committee Discussion

Mr. Ridgway asked if staff looked into helical piles so we do not have the maintenance item every ten years? How does this program out in Docks & Harbors budget that we have a typical ten year roughly \$160,000 project. If he was to look at a budget forecast in the next year or two, would he see that in 2031 we will have to spend that money?

Mr. Schaal said when this was looked at by CBJ Engineering, they did not look at the helical piles. This is an unfunded mandate from CBJ Engineering. Looking at this in a way that we would not have to do long term maintenance would take more funding but we could make that pivot. This would be an excellent candidate for the next large Seawalk project that we do.

Mr. Uchytel said the Seawalk is the CBJ Engineering responsibility.

Mr. Grant asked where he can point people asking questions about these projects for information.

Mr. Uchytel said a list of current projects and past studies are on our website or the CBJ Engineering website.

Public Comment - None

X. Committee and Member Reports

1. Operations/Planning Committee Meeting- ~~Thursday, August 18th, 2021~~ Cancelled
2. Finance Sub-Committee Meetings – August 12th & August 25th

Mr. Wostmann said the August 12th meeting was primarily focused on:

- Organization and how we will function as a Committee.
- The purpose of the Finance Sub-Committee and where do we get our priorities from as to what we are intended to deal with.
- It was suggested at this meeting to hold shorter more frequent meetings. We are experimenting with time box meetings keeping our meetings to an hour and a shorter agenda.
- We will meet Wednesday in the second and fourth weeks of the month.
- Discussion on how to involve the public.
- Short term priorities

At the August 25th meeting there was discussion on:

- A brief discussion on Docks & Harbors published rates that were in the packet.

CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING MINUTES (CONTINUED)
For Thursday, August 26th, 2021

- Set charter vessel rates for next season. Based on previous information, the Committee is proposing to do a tentative 10% increase and will have further discussion on this item at our next meeting on September 8th.
- Reviewed the draft for the rate study. The committee will recommend at the next Operations Committee the rate study be approved.

3. Member Reports

Mr. Grant said he had an unpleasant incident with being slammed up against the fuel dock from a wake. He asked staff what happens with enforcement in the no-wake zone downtown across from Harris Harbor? Another incident was where he watched a woman fall on the dock at Taku Harbor. Is there a plan to put non-skid on the rest of the ramp at Taku Harbor?

Mr. Creswell said in relation to the wake, that is a 5 knot speed zone and if we are there and see it we can enforce it but with harbor staff being spread so thin there is not often eyes on the speed zone area. This is the first wake complaint he has ever received for this area. We will need to stop the boater and issue a long form ticket. For Taku Harbor, the Deputy Port Engineer and myself are planning a trip to Taku Harbor next week. There is another issue of separation of the docks that needs to be looked at also. We do send a crew down every spring to pressure wash the docks and it may be time to do that again this season.

Mr. Grant said he did not see prominent signage for the no-wake zone or 5 knot wake zone. He said the Taku Harbor situation is that there is no covering on the slick plywood. Is it cost effective to go out there and pressure wash every year or is it more cost effective to get some of the same covering on the rest of the dock and be done with it?

Ms. Derr said the wake in Harris Harbor is a real problem and she has been hit so hard her swim step has broken in half. The wake zones are designed to protect our infrastructure and they are not being followed. Having increased signage would be a good start. Another item of concern is the giant logs that show up in the Harbors. Is it up to the harbor patrons to remove the logs or harbor staff?

Mr. Norbryhn said at Statter Harbor they will tow a log to the launch ramp and pull it out with our loader. He is unsure how the downtown harbors works but he knows staff has towed them out before and set them free.

Mr. Becker said he has had reports from people in Auke Bay that say the no-wake zone is being violated. People will slow down and get off step but they are still pushing a lot of water. This is something we need to stay on top of.

Mr. Larkin asked where our jurisdiction is on the no-wake zone in the channel?

Mr. Uchytel said in our ordinance there is a 5 knot speed restriction north of the Juneau-Douglas Bridge to the first can. In Statter Harbor at the white speed buoy it is 5 knots to the breakwater and 4 knots within our harbor. Citizens of Auke Bay want

CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING MINUTES (CONTINUED)
For Thursday, August 26th, 2021

us to enforce out past the white buoy but staff has no authority to issue any tickets out there. This is very difficult to enforce.

Mr. Grant said handing out maybe six tickets may be a strong deterrent and may slow people down. People know there is no enforcement and no penalty so why should they slow down.

Mr. Larkin asked where the line in the water is that Docks & Harbors can write tickets?

Mr. Uchytel said it is in ordinance but it is complicated. He asked if Mr. Grant or Ms. Derr got the vessel information that caused damage?

Mr. Grant said he did not.

Ms. Derr said she has a video and AK numbers and she will share with Mr. Uchytel.

Mr. Norbryhn said he can write tickets from videos.

Mr. Etheridge said we will look into signage and see where that goes.

Mr. Grant said he and Mr. Wostmann agreed to go through the by-laws but they have not been able to get through a substantive review yet. If any member has a particular concern about the by-laws, send an email.

4. Assembly Lands Committee Liaison Report – Ms. Derr said no report.
5. Auke Bay Neighborhood Association Liaison Report – Mr. Wostmann said nothing to report that affects the Harbors.
6. South Douglas/West Juneau Liaison Report – Ms. Smith said no report.

XI. Port Engineer's Report

Mr. Schaal said his report is in the packet. Update on the Harris Harbor pump out is that it is close to operational. Staff is planning on the Coast Guard dive team to help with the final hose hook up.

Mr. Ridgway asked if there has been anymore discussion from the Morris Group?

Mr. Schaal said the two gentlemen we were working with at Morris Group is no longer with Morris and it appears the project has stalled on their end.

XII. Harbormaster's Report

Mr. Norbryhn said the Coast Guard and Army dive teams are in town and had a busy schedule with the buoy tender round up. They have offered to help with some of our projects. They will connect the Harris Harbor pump out line, replace through bolts at the Statter Harbor breakwater, and they will help with whatever else they can.

We had a successful salmon derby and it worked out really well. Last weekend was the king crab opener and that was our busiest weekend yet. The yacht traffic is still going strong at Statter Harbor and downtown.

CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING MINUTES (CONTINUED)
For Thursday, August 26th, 2021

XIII. Port Director's Report

Mr. Uchtyl reported

- We were successful with a FEMA Port Security grant for the purpose of adding camera's at the Auke Bay Loading Facility. It is a regulated facility because fuel is transported through this facility. The process for getting grant money through CBJ will require two Assembly meetings. The September 13th meeting will be the introduction and the 25th of October will be the necessary acceptance of that grant.
- He said he heard back from UAS and they are not willing to consider selling the entire 5.34 acres of the university property. We need to go back in front of the Assembly to see what the Assembly will support for the current lease parcel sale.
- He said he met with the City Manager and the City is going to get ARPA money. Docks might receive some of that money to replace the money we lost due to COVID and there will be additional money for the Seawalk projects and the small cruise ship masterplan.
- Regarding the rate study, we are looking at a cost based analysis for harbor rates and maybe a market survey of the cruise ship docks.

Mr. Becker asked Mr. Uchtyl to expand on the University discussion on the sale of the property.

Mr. Uchtyl said they are not willing to sell the entire parcel but only the current leased area. The 5.34 acres is off the table at this point.

Mr. Grant asked if there is any update about the Aurora Harbor funding?

Mr. Etheridge said it was vetoed.

Mr. Uchtyl said the next round of grant applications were submitted for the North end of Aurora on August 16th and we will know in a year from now if we were successful.

Mr. Leither commented that he has a concern with not doing a facility inspection for the cost analysis for the rate study. Our hope would be to factor in future needs to replace harbors facilities and need for maintenance but how would we do that without having an adequate inspection of our current facilities.

Mr. Uchtyl said it is not his plan to ask the consultant to go out and inspect our facilities or go through our facility to build a need. He said his expectation is to tell the contractor our future projects and show them our existing facilities portfolio and take that into account helping us drive the harbor rate study.

Mr. Ridgway commented that this is a complex matrix and we do not need to pay Engineers to crawl around our facilities because we have our own capable Engineers.

Mr. Leither said that is all fine as long as staff gives the expected life span of a project to the consultant and that goes into their analysis.

XIV. Assembly Liaison Report – No Report

CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING MINUTES (CONTINUED)

For Thursday, August 26th, 2021

XV. Board Administrative Matters

- a. Finance Sub-Committee Meeting – September 8th, 2021
- b. Ops/Planning Committee Meeting – Wednesday, September 15th, 2021
- c. Board Meeting – Thursday, September 23rd, 2021

Mr. Ridgway said he will be traveling for work in September and will ask Ms. Derr to Chair the Operations meeting.

XVI. Adjournment – The meeting adjourned at 7:28pm.



Port of Juneau

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

From: Port Director
To: Docks & Harbors Board
Via: Docks & Harbors Operations-Planning Committee
Date: September 17th, 2021
Re: Harbor Security Officer – New Full Time Equivalent (FTE) Position

1. This past summer, Docks & Harbors experimented with the assignment of a seasonal employee to provide “after normal business hours” patrols with the concept not only to curb nefarious activity within our harbor facilities but also to provide additional customer support to our patrons. The current seasonal employee will be released from his seasonal work on October 2nd.
2. Anecdotally and reviewing the weekly JPD weekly Incident Report, it is possible to suggest that the seasonal employee patrolling our harbors five days per week from 4 pm to midnight has yielded positive results in its intended purpose. Docks & Harbors staff has received compliments for this additional resource. A volunteer member of the Juneau Citizens Patrol has likewise indicated great success in what this position has provided to the community.
3. Based on general direction from the Board, Docks & Harbors staff has begun a process to for CBJ Human Resources/Risk Management to create a new position. As an enterprise, Docks & Harbors is provided the authority to create new positions without Assembly authorization. Should the Docks & Harbors Board elect to create a new Harbor Security Officer, it would be a new expenditure of \$68K-\$88K per year.
4. The Docks & Harbors Board is asked to consider whether to include this new expenditure in the current fiscal year and to commit future Docks & Harbors budgets’ with the new requirement to add a 1.0 FTE Harbor Security Officer.

#

Presented by: The Manager
Introduced: September 13, 2021
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2021-08(b)(am)(F)

An Ordinance Appropriating \$24,730 to the Manager as Funding for Facility Security Enhancements for Docks and Harbors; Grant Funding Provided by the U.S. Department of Homeland Security, Federal Emergency Management Agency, FY21 Port Security Grant Program.

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

Section 1. Classification. This ordinance is a noncode ordinance.

Section 2. Appropriation. There is appropriated to the Manager the sum of \$24,730 as funding for facility security enhancements for Docks and Harbors.

Section 3. Source of Funds

U.S. Department of Homeland Security	\$24,730
--------------------------------------	----------

Section 4. Effective Date. This ordinance shall become effective upon adoption.

Adopted this _____ day of _____, 2021.

Beth A. Weldon, Mayor

Attest:

Elizabeth A. McEwen, Municipal Clerk

Legislative Review for
Systemic Racism Review Committee
CBJ Staff provided background

Proposed Legislation title: An Ordinance Appropriating \$24,730 to the Manager as Funding for Facility Security Enhancements for Docks and Harbors; Grant Funding Provided by the U.S. Department of Homeland Security, Federal Emergency Management Agency, FY21 Port Security Grant Program.

Department/Staff contact Name:

1. What is the purpose of the legislation?

This ordinance would appropriate \$24,730 for the purchase and installation of security camera equipment for Docks and Harbor's Auke Bay Loading Facility. Grant funding in the amount of \$24,730 is provided by the U.S. Department of Homeland Security, Federal Emergency Management Agency. There is no local match requirement for this grant.

2. Who is it intended to benefit? How?

The security cameras will enable Docks & Harbor to be more effective in managing the property at the ABLF, which does not have harbor employees regularly assigned. The cameras will provide better situational awareness when the facility is in use, including real time observation from the Statter Harbor Office.

3. Is there data that exists that quantifies who the legislation impacts? If not, is there a practical way to collect such data?

This FEMA Port Security Grant is made available because the ABLF can be a federally regulated facility at times when certain hazardous cargoes are on-loaded. The security cameras, once installed, will be part of a requirement for the US Coast Guard to approve our Facility Security Plan. This effort will achieve a higher level of safety & security at this commercial facility.

4. Are there any provisions for individuals who could be considered not part of the community majority at some level (race, social economic standing, ability, or LBGTQ+ status)?

No. Typically, this facility is for regional commercial transport companies, commercial fishing vessels and the commercial Auke Bay Boatyard.

5. Is it connected to other legislation? If so, what?

As a supplemental appropriating ordinance, this ordinance amends FY22 CBJ Operating Budget Ordinance 2021-08(b)(am).

6. Is it connected to state or federal requirements? If so, what?

Federal Maritime Security Facilities are regulated under 33 CFR PART 105.

7. Is it connected to a CBJ planning document(s)? If so, which one(s)?

The ABLF has an approved Federal Security Plan (FSP) which is approved by the US Coast Guard.

8. Is it tied to funding? What is the source?

This appropriation is funded by grant funds from the U.S. Department of Homeland Security, Federal Emergency Management Agency, FY21 Port Security Grant Program. There is no local match requirement for this grant.

9. Have there been any public or stakeholder meetings? If so, when and who was involved?

The Docks and Harbors Board will consider approval of this request at the September 30, 2021 regular Board meeting after the Docks & Harbors Operations-Planning Committee review on September 22, 2021.

10. How were the meetings noticed?

Docks & Harbors meetings are posted one year in advance on its web page as well as CBJ notices in the JUNEAU EMPIRE, on the CBJ calendar and on the Docks & Harbors monthly newsletter TIDE LINE.

11. What is the nature of public comment received to date?

None.

12. What CBJ related committees have been involved? What were the dates of the meeting?

Docks and Harbors Operations-Planning Committee – September 22, 2021

Docks and Harbors Regular Board – September 30, 2021

13. Is there anything else that you think may be of relevance to the Systemic Racism Review Committee?

None.

U.S. Department of Homeland Security
Washington, D.C. 20472

Matthew Creswell
City and Borough of Juneau
155 S. Seward St.
Juneau, AK 99801 - 1332

Re: Grant No.EMW-2021-PU-00243

Dear Matthew Creswell:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2021 Port Security Grant Program has been approved in the amount of \$24,730.00. You are not required to match this award with any amount of non-Federal funds.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2021 Port Security Grant Program Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.

ROBERT ALLEN FARMER Signatory Authority

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Port Security Grant Program

GRANTEE: City and Borough of Juneau
PROGRAM: Port Security Grant Program
AGREEMENT NUMBER: EMW-2021-PU-00243-S01

TABLE OF CONTENTS

Article I	Summary Description of Award
Article II	Funding Hold: Environmental Planning and Historic Preservation (EHP) Compliance
Article III	Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Article IV	Universal Identifier and System of Award Management
Article V	Americans with Disabilities Act of 1990
Article VI	SAFECOM
Article VII	Rehabilitation Act of 1973
Article VIII	National Environmental Policy Act
Article IX	Acknowledgement of Federal Funding from DHS
Article X	USA PATRIOT Act of 2001
Article XI	Age Discrimination Act of 1975
Article XII	Civil Rights Act of 1964 - Title VI
Article XIII	Notice of Funding Opportunity Requirements
Article XIV	Trafficking Victims Protection Act of 2000 (TVPA)
Article XV	Non-Supplanting Requirement
Article XVI	Drug-Free Workplace Regulations

Article XVII	Federal Leadership on Reducing Text Messaging while Driving
Article XVIII	DHS Specific Acknowledgements and Assurances
Article XIX	Best Practices for Collection and Use of Personally Identifiable Information
Article XX	Civil Rights Act of 1968
Article XXI	Debarment and Suspension
Article XXII	Activities Conducted Abroad
Article XXIII	Energy Policy and Conservation Act
Article XXIV	Procurement of Recovered Materials
Article XXV	Terrorist Financing
Article XXVI	Hotel and Motel Fire Safety Act of 1990
Article XXVII	Duplication of Benefits
Article XXVIII	Fly America Act of 1974
Article XXIX	Reporting of Matters Related to Recipient Integrity and Performance
Article XXX	Lobbying Prohibitions
Article XXXI	False Claims Act and Program Fraud Civil Remedies
Article XXXII	Federal Debt Status
Article XXXIII	Nondiscrimination in Matters Pertaining to Faith-Based Organizations
Article XXXIV	Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
Article XXXV	Copyright
Article XXXVI	Reporting Subawards and Executive Compensation
Article XXXVII	Use of DHS Seal, Logo and Flags
Article XXXVIII	Whistleblower Protection Act

Article XXXIX	Assurances, Administrative Requirements, Cost Principles, Representations and Certifications
Article XL	Patents and Intellectual Property Rights
Article XLI	Prior Approval for Modification of Approved Budget
Article XLII	Disposition of Equipment Acquired Under the Federal Award
Article XLIII	Port Security Grant Program Performance Goal
Article XLIV	Acceptance of Post Award Changes
Article XLV	Applicability of DHS Standard Terms and Conditions to Tribes
Article XLVI	Environmental Planning and Historic Preservation (EHP) Review

Article I - Summary Description of Award

The terms of the approved Investment Justification(s) and Budget Detail Worksheet(s) submitted by the recipient are incorporated into the terms of this Federal award, subject to the additional description and limitations stated in this Agreement Article and the limitations stated in subsequent reviews by FEMA of the award budget. Post-award documents uploaded into ND Grants for this award are also incorporated into the terms and conditions of this award, subject to any limitations stated in subsequent approvals by FEMA of changes to the award. Investments not listed in this Agreement Article are not approved for funding under this award.

Investment 1: Facility Security Enhancements is fully funded for \$24,730.

Article II - Funding Hold: Environmental Planning and Historic Preservation (EHP) Compliance

This award includes work, such as ground disturbance, that triggers an Environmental Planning and Historic Preservation (EHP) compliance review. A funding hold is placed on the following investments/projects, and the recipient is prohibited from obligating, expending, or drawing down funds under this award in the amount of \$24,730 in support of the following investments/projects, with a limited exception for any approved costs associated with the preparation, conduct, and completion of required EHP reviews. Please refer to the applicable NOFO and Preparedness Grants Manual (PGM) for further information on EHP requirements and other applicable program guidance, including FEMA Information Bulletin No. 404.

Investment 1: Facility Security Enhancements: \$24,730

To release this hold, the recipient is required to obtain the required FEMA EHP compliance approval for this project pursuant to the FY 2021 PSGP NOFO and PGM. Failure to comply with this condition may jeopardize your ability to access and expend federal funds for the investments/projects listed above. Please contact your FEMA GPD Headquarters Preparedness Officer to receive specific guidance regarding EHP compliance.

If you have questions about this funding hold or believe it was placed in error, please contact the FEMA GPD Headquarters Preparedness Officer or Program Analyst.

Article III - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the *Civil Rights Act of 1964*, (42 U.S.C. section 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article IV - Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article V - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101- 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article VI - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article VII - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article VIII - National Environmental Policy Act

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969 (NEPA)*, Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 *et seq.*) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article IX - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article X - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

Article XI - Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XII - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. section 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XIII - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XIV - Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XV - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XVI - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. sections 8101-8106).

Article XVII - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XVIII - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article XIX - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at <http://www.dhs.gov/xlibrary/assets/>

privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf as useful resources respectively.

Article XX - Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XXI - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XXII - Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXIII - Energy Policy and Conservation Act

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXIV - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXV - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXVI - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at 15 U.S.C. section 2225.)

Article XXVII - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XXVIII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXIX - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXX - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXXI - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXXII - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXXIII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXXIV - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XXXV - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XXXVI - Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVII - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XXXVIII - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XXXIX - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. section 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article XL - Patents and Intellectual Property Rights

Recipients are subject to the *Bayh-Dole Act*, 35 U.S.C. section 200 *et seq*, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XLI - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XLII - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313.

Article XLIII - Port Security Grant Program Performance Goal

In addition to the Performance Progress Report (PPR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the capability gaps identified in their vulnerability assessment or other relevant documentation or sustains existing capabilities per the FEMA-approved Investment Justification. The capability gap reduction or capability sustainment must be addressed in the PPR, Section 10. Performance Narrative.

Article XLIV - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the

award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article XLV - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLVI - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

BUDGET COST CATEGORIES

Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$9,030.00
Supplies	\$0.00
Contractual	\$15,700.00
Construction	\$0.00
Indirect Charges	\$0.00
Other	\$0.00

Obligating Document for Award/Amendment						
1a. AGREEMENT NO. EMW-2021-PU-00243-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. V00102389	4. TYPE OF ACTION AWARD	5. CONTROL NO. WX04676N2021T		
6. RECIPIENT NAME AND ADDRESS City and Borough of Juneau 155 S. Seward St. Juneau, AK, 99801 - 1332	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646		8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603			
9. NAME OF RECIPIENT PROJECT OFFICER Matthew Creswell	PHONE NO. 9077890819	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov				
11. EFFECTIVE DATE OF THIS ACTION 09/01/2021	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement		14. PERFORMANCE PERIOD From: 09/01/2021 To: 08/31/2024 Budget Period 09/01/2021 08/31/2024		
1 5. DESCRIPTION OF ACTION a. (Indicate funding data for awards or financial changes)						
PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Port Security Grant Program	97.056	2021-FA-GC01-P410- -4101-D	\$0.00	\$24,730.00	\$24,730.00	See Totals
			\$0.00	\$24,730.00	\$24,730.00	\$0.00
b. To describe changes other than funding data or financial changes, attach schedule and check here. N/A						
16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) Port Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.						
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) ,					DATE	
18. FEMA SIGNATORY OFFICIAL (Name and Title) SHENAUZ SUBRINA WONG , Assistance Officer					DATE Wed Aug 18 19:34:23 GMT 2021	



RESOLUTION xxxx

A RESOLUTION OF THE CITY & BOROUGH OF JUNEAU ALASKA SUPPORTING FULL FUNDING (\$11,492,760) FOR THE STATE OF ALASKA MUNICIPAL HARBOR FACILITY GRANT PROGRAM IN THE FY 2023 STATE CAPITAL BUDGET.

Whereas, the majority of the public boat harbors in Alaska were constructed by the State during the 1960s and 1970s; and

Whereas, these harbor facilities represent critical transportation links and are the transportation hubs for waterfront commerce and economic development in Alaskan coastal communities; and

Whereas, these harbor facilities are ports of refuge and areas for protection for ocean-going vessels and fishermen throughout the State of Alaska, especially in coastal Alaskan communities; and

Whereas, the State of Alaska over the past nearly 30 years has transferred ownership of most of these State-owned harbors, many of which were at or near the end of their service life at the time of transfer, to local municipalities; and

Whereas, the municipalities took over this important responsibility even though they knew that these same harbor facilities were in poor condition at the time of transfer due to the state's failure to keep up with deferred maintenance; and

Whereas, consequently, when local municipal harbormasters formulated their annual harbor facility budgets, they inherited a major financial burden that their local municipal governments could not afford; and

Whereas, in response to this financial burden, the Governor and the Alaska Legislature passed legislation in 2006, supported by the Alaska Association of Harbormasters and Port Administrators, to create the Municipal Harbor Facility Grant program (AS 29.60.800); and

Whereas, the Department of Transportation and Public Facilities utilizes a beneficial administrative process to review, score and rank applicants to the Municipal Harbor Facility Grant Program, since state funds may be limited; and

Whereas, for each harbor facility grant application, these municipalities have committed to invest 100% of the design and permitting costs and 50% of the construction cost; and

Whereas, the municipalities of the City of Valdez, City of Yakutat, City & Borough of Juneau, City & Borough of Sitka, City of Homer, Aleutians East Borough/City of Sand Point, and the Municipality of Anchorage have committed to contribute \$11,492,760 in local match funding for FY2023 towards harbor projects of significant importance locally as required in the Harbor Facility Grant Program; and

Whereas, completion of these harbor facility projects is dependent on the 50% match from the State of Alaska's Municipal Harbor Facility Grant Program; and

Whereas, during the last fifteen years the Municipal Harbor Facility Grant Program has only been fully funded twice; and

Whereas, a survey done by the Alaska Municipal League of Alaska's ports and harbors found that from the respondents, the backlog of projects necessary to repair and replace former State-owned harbors has increased to at least \$500,000,000; and

Whereas, over the past five years alone, municipal harbors have submitted \$70 million in capital project match requests, representing over \$116 million in shovel-ready capital projects that have received only \$20 million in funding through the Municipal Harbor Facility Grant program with zero funding in FY21 and half of the requested funding in FY22.

Now therefore be it resolved that the City & Borough of Juneau urges full funding in the amount of \$11,492,760 by the Governor and the Alaska Legislature for the State of Alaska's Municipal Harbor Facility Grant Program in the FY 2023 State Capital Budget in order to ensure enhanced safety and economic prosperity among Alaskan coastal communities.

Beth Weldon, Mayor

ATTEST:

Elizabeth McEwen



Port of Juneau

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

September 29, 2021

Natasha Pavlovich
Supervisory Grants Management Specialist
U.S. Department of Transportation - Maritime Administration
1200 New Jersey Avenue, SE
Washington, DC 20590

Subject: Equipment Disposition Instructions Request

Grant No.: DTMA1G10002

Dear Mr. Pavlovich,

Thank you for responding to our email request to discuss the disposition process for a Sealift brand self-propelled boat lift purchased with TIGER 1 grant funds for the Auke Bay Loading Facility, Phase II. As we discussed via email, 49 CFR §18.32 outlines the process by which a non-Federal entity can request equipment disposition instructions.

You may recall from our email that CBJ Docks & Harbors used a portion of the TIGER grant to purchase a 45 ton Sealift brand self-propelled boat lift, for \$529,500 in 2012. The Sealift was paid for with 100% TIGER grant funds, so disposition would result in the proceeds remaining with the grantee to offset the cost of replacement property, pursuant to section §18.32(c)(4).

This boat lift has successfully operated at the Auke Bay Loading Facility since 2012. It was originally operated by Docks & Harbor staff and then operations were transferred to two lessees of the boat yard portion of the facility. During this time, the original manufacturer Krause Manufacturing - a division of CP Manufacturing, was sold at least two times and replacement parts and service support ended for this equipment.

It is extraordinarily difficult to operate and maintain boat haul-out equipment in Alaska. Juneau's remoteness, harsh marine climate and extreme tidal ranges (up to 25 feet) means that parts wear and fail sooner, technicians must be flown in and parts take weeks to arrive by barge. Our Auke Bay Loading Facility provides multimodal access, so the ramp was constructed to allow landing craft and the boat lift to share access. This dual use required a steeper ramp at 15% verses a normal maximum grade of 12%. This additional slope required upgrading the Sealift with 4-wheel drive capability.

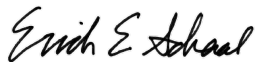
The current boat yard operator, Karl's Marine, has suffered several catastrophic component failures while hauling vessels. One failure involved the 4-wheel drive motors and caused an uncontrolled decent back into the water. This event has eroded their confidence in the machine's safety and reliability and the failed components have become unmaintainable due to lack of support by the original manufacturer.

Docks & Harbors staff has contacted several past technical employees of Krause Manufacturing to quantify repair costs, repair timelines and residual value of the Sealift if it were shipped via barge back to Washington State to an independent repair facility. These technicians estimate a repair cost of \$150K and require a 12 month timeline to overhaul and refurbish the Sealift. They also estimate the current value of the machine to be under \$200K.

Docks & Harbors is committed to meeting our maritime communities' vessel hauling needs by partnering with local businesses to provide important vessel haul-out facilities and equipment. Unfortunately, with the lack of after-purchase support, this Sealift brand boat lift is not meeting those needs. For the reasons identified in this letter, we are requesting disposition instructions for the 45-ton Sealift brand self-propelled boat lift purchased with TIGER 1 grant funds.

Thank you for your consideration of our request. If you need any further information, please contact me at your convenience.

Sincerely,

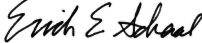


Erich Schaal, P.E. - Port Engineer

CC: Carl Uchytel, P.E. - Port Director
Richard Hull, CTR - MARAD

#

TANGIBLE PERSONAL PROPERTY REPORT
SF- 428

		Page	of Pages
1. Federal Agency and Organization Element to Which Report is Submitted DOT - MARAD	2. Federal Grant or Other Identifying Number Assigned by Federal Agency DTMA1G1002	3a. DUNS 078197944	3b. EIN 92-0038816
4. Recipient Organization (Name and complete address including zip code) City & Borough of Juneau Docks & Harbors 155 S. Seward St Juneau, AK 99801		5. Recipient Account or Identifying Number	
6. Attachment (Check applicable) ☐ Annual Report (SF-428-A) ☐ Final (Award Closeout) Report (SF-428-B) ☒ Disposition Report/Request (SF-428-C)		7. Supplemental Sheet ☒ Yes ☐ No	
8. Comments Please see the attached cover letter for details related to the request for disposition instructions.			
9a. Typed or Printed Name and Title of Authorized Certifying Official Erich Schaal, Port Engineer		9c. Telephone (<i>area code, number, extension</i>) (907) 586-0397	
		9d. Email address Erich.Schaal@juneau.org	
9b. Signature of authorized Certifying Official 		9e. Date report submitted (<i>Month, Day, Year</i>) 9/28/2021	
		10. Agency use only	

Instructions for Tangible Personal Property Report: SF-428

The estimated annual public reporting burden for the collection of information on this form and its attachments is estimated to average 2.75 hours per respondent, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

This is a standard form to be used by awarding agencies to collect information related to tangible personal property (equipment and supplies) when required by a Federal financial assistance award. The form consists of the cover sheet (SF-428) and three attachments to be used as required: Annual Report, SF428-A; Final (Award Closeout) Report, SF-428-B; and a Disposition Request/Report, SF-428-C. A Supplemental Sheet, SF-428S, may be used to provide detailed individual item information.

A. General Instructions:

Tangible personal property means property of any kind, except real property, that has physical existence. It includes equipment and supplies. It does not include copyrights, patents or securities. For convenience, throughout this form and its attachments, the term property will be synonymous with tangible personal property. The terms equipment and supplies will be used when referring to specific requirements.

Property may be provided by the awarding agency or acquired by the recipient with award funds. Federally-owned property consists of items that were furnished by the Federal government.

Recipients of Federal assistance awards may be required to provide Federal awarding agencies with information concerning property in their custody annually, at award closeout or when the property is no longer needed. Specific requirements will vary based on award provisions, the type of property (equipment or supplies) and whether the property is Federally-owned. This reporting form and its attachments are intended to assist recipients to provide necessary information when it is required.

1. Federal Agency and Organizational Element to Which Report is Submitted. Enter the name of the Federal agency and the agency organization element identified in the award document or as otherwise instructed by the agency. The organizational element is a sub-agency within a Federal agency. For example, the Air Force Office of Scientific Research (AFOSR) is an organizational element within the Department of Defense.

2. Federal Grant or Other Identifying Number Assigned by Federal Agency. Enter the Federal grant, cooperative agreement or other Federal financial assistance award instrument number or other identifying number assigned to the Federal financial assistance award.

3a. DUNS. Enter the recipient organization's Data Universal Numbering System (DUNS) number or Central Contract Registry extended DUNS number. The DUNS number is also referred to as the Universal Identifier.

3b. EIN. Enter the recipient organization's Employer Identification Number (EIN) as assigned by the Internal Revenue Service.

4. Recipient Organization. Enter the name and complete address, including zip code, of the recipient organization.

5. Recipient Account or Identifying Number. Enter the account number or other identifying number assigned to the award by the recipient. This number is for the recipient's use and is not required by the Federal agency.

6. Attachment. Check the applicable line to indicate the type of attachment being submitted. Use the Annual Report, SF-428-A, when required to provide annual inventory listings of Federally-owned property. Use the Final Report, SF-428-B, when required to provide property information in connection with the closeout of an award. Use the Disposition Request/Report, SF-428-C, when required to request disposition instructions for or to report the disposal of Federally-owned property or acquired equipment, at any time other than award closeout (i.e., during the award period or after award closeout as long as the Federal government retains an interest in the item).

7. Supplemental Sheet. Check the applicable block to indicate whether a Supplemental Sheet is attached. Recipients may use the SF-428S or equivalent document such as a computer print out to provide required detailed individual item information.

8. Comments. Provide any explanations or additional information in this block. Attach additional sheets if necessary.

9a. Typed or Printed Name and Title of Authorized Certifying Official. Enter the full name and title of the recipient representative authorized to sign this report.

b. Signature of Authorized Certifying Official. Original signature of the recipient's authorized certifying official.

c. Telephone. Enter the telephone number of the individual listed in Line 9a.

d. Email address. Enter the email address of the individual listed in 9a.

e. Date report submitted. Enter the date the report is submitted to the Federal agency.

10. Agency use only. This section is reserved for Federal agency use only.

TANGIBLE PERSONAL PROPERTY REPORT

Disposition Request/Report SF-428- C

Federal Grant or Other Identifying Number Assigned by Federal Agency (Block 2 of SF-428)

DTMA1G10002

1. Request Disposition Instructions for:	For Agency Use Only	
a. Federally-owned Property <i>(Select one or more and attach Supplemental Sheet SF-428S or recipient equivalent)</i> (i) ☐ Request Federal Agency disposition instructions (ii) ☐ Other (Specify in Block 8 "Comments" or attach request)	Agency response to requested disposition of Federally owned property: (i) Recipient request approved ☐ denied ☐ . (ii) Dispose in accordance with attached instructions ☐ .	
	b. Acquired Equipment with current fair market value of \$5,000 or more <i>(Select one or more and attach Supplemental Sheet SF-428S or recipient equivalent)</i> (i) ☒ Request approval to trade-in or sell to offset costs of replacement equipment (ii) ☐ Request Federal Agency disposition instructions	
	Agency response to requested disposition of acquired equipment: (i) Recipient request approved ☐ denied ☐ . (ii) Dispose in accordance with attached instructions ☐ .	
	Authorized Awarding Agency Official	
	Signature:	Date:
	Name:	Phone:
	Title	Email

2. Report Disposition by Sale or Retention

a. ☐ Retention of acquired equipment for use on non Federally supported projects

b. ☐ Sale of acquired equipment

(Attach Supplemental Sheet SF-428S or recipient equivalent and complete worksheet below)

(i) Sale proceeds (or estimate of current fair market value).....	\$ _____
(ii) Percentage of Federal participation	_____ %
(iii) Federal share	\$ _____
(iv) Selling and handling allowance	\$ _____
(v) Amount remitted to the Federal Government.....	\$ _____

3. Report Loss, Destruction or Theft of Federally-owned Property

☐ Loss, Destruction or Theft of Federally-owned property

(Attach Supplemental Sheet SF-428S or recipient equivalent and describe the circumstances in Block 4)

4. Comments

Please see the attached cover letter for details related to the request for disposition instructions.

DISPOSITION REQUEST/REPORT ATTACHMENT TO TPR

Agency use only

Instructions for Disposition Request/Report: SF-428 Attachment C

A. General Instructions:

This Attachment is to be used by recipients when required to request disposition instructions or to report disposition of Federally-owned property or acquired equipment under Federal assistance awards at any time other than award closeout (i.e., during the award period or after closeout as long as the Federal government retains an interest in the item).

Recipients provided Federally-owned property for use under Federal assistance awards are required to request disposition instructions from the awarding agency when the Federally-owned property is no longer needed for the authorized purpose. Recipients may be required to request disposition instructions for equipment acquired with award funds (acquired equipment) when an item is no longer needed for use on Federally-sponsored activities. Recipients may also be required to provide compensation to the awarding agency when acquired equipment is sold or retained for use on activities not sponsored by the Federal government. This attachment is intended to assist recipients in providing appropriate information to the awarding agency. Note: If the Federal awarding agency has exercised statutory authority to vest title to acquired equipment in the recipient with no further obligation to the Federal government, you are not required to request disposition instructions or to report disposition (i.e., sale or retention for non Federal use) of those items of equipment.

Federal Grant or Other Identifying Number Assigned by Federal Agency. Enter the Federal grant, cooperative agreement or other Federal financial assistance award instrument number or other identifying number assigned to the Federal financial assistance award.

1. Request Disposition Instructions for: Use this section to request Federal awarding agency disposition instructions when required by the award provisions.

a. **Federally-owned Property.** Consists of items that were furnished by the Government. Check applicable blocks to indicate the requested Federal awarding agency action for items that are no longer needed for use on the award specified in Block 2.

- (i) To request Federal agency disposition instructions.
- (ii) To request a specific disposition, e.g., transfer to another award.

b. **Acquired Equipment with a current fair market value of \$5,000 or more.** Note: Fair market value means the best estimate of the gross sales proceeds if the property were to be sold in a public sale. Check applicable blocks to indicate the requested Federal awarding agency action.

- (i) To request approval to trade-in or sell to offset costs of replacement equipment.
- (ii) To request Federal agency disposition instructions for equipment acquired with award funds.

2. Report Disposition by Sale or Retention. Use this section when required to compensate the Federal awarding agency for its interest in acquired equipment with a current fair market value of \$5,000 or more that you have sold or retained for use on non Federally supported activities. Check applicable blocks to indicate the type of action being reported and complete the worksheet to calculate the amount of compensation due to the awarding agency for its interest in the equipment.

- a. Retention of acquired equipment for use on non-Federally supported projects.
- b. Sale of acquired equipment.

Worksheet

- (i) Enter the total amount received if the equipment has been sold. Enter an estimate of the current fair market value if the equipment will be retained for use on non Federally funded projects.
- (ii) Enter the percentage of Federal Government participation in the award under which the equipment was acquired.
- (iii) Enter the dollar amount of sales proceeds (or estimate of current fair market value) multiplied by the percentage of Federal Government participation listed in (ii).
- (iv) If the equipment was sold, enter the amount of selling and handling expenses. Enter zero if the equipment will be retained for use on non-Federally funded projects.
- (v) Enter the amount of the Federal share in (iii) less the selling and handling expense listed in (iv). Indicate in Block 8 how the funds are being returned to the government. For example, attached check made out to the Awarding Agency/U.S. Treasury or electronic remission.

3. Report Loss, Destruction or Theft of Federally-owned Property. Use this section to notify the awarding agency. Check block to indicate that Federally-owned property has been lost, damaged or stolen, list the item(s) on SF-428S or recipient equivalent and describe the circumstances in Block 4.

4. Comments. Provide any explanations or additional information in this block. Attach additional sheets if necessary.

Agency use only. This section is reserved for Federal agency use only.



Port of Juneau

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

From: Port Director
To: Docks & Harbors Board
Via: Docks & Harbors Operations-Planning Committee
Date: September 17th, 2021
Re: Statter Harbor – Passenger for Hire Rate (05 CBJAC 20.080)

1. Docks & Harbors has been engaged in an ongoing process to review numerous fees. In October 2020, the Board agreed not to make any adjustments to the charter vessel *passenger for hire* rates during calendar year 2021. This was primarily due to ensure the charter vessel companies had certainty with regards to what their operating costs would be ahead of the 2021 season.

2. With the completion of Statter Phase IIIB in the spring of 2021, there is now new infrastructure supporting the charter vessel fleet, which Docks & Harbors believes it is appropriate to consider rate adjustments for *passenger for hire* in time for the calendar year 2022 season.

3. The Finance Sub-Committee has been regularly meeting to discuss this fee as well as the entirety of all Docks & Harbors fees. At the September 8th Finance Sub-Committee meeting, a motion to increase each of the *passenger for hire* rates by 10% was recommended to the Docks & Harbors Board.

	Inspected Vessel Current	Inspected Vessel Proposed	Uninspected Vessel Current	Uninspected Vessel Proposed
Vessel Fee	\$518.00	\$569.80	\$156.00	\$171.60
Passenger Fee	\$1.50	\$1.65	\$1.50	\$1.65

4. In the event the Docks & Harbors Board approves this rate adjustment, the process would be as follows:
- CBJ Law draws up the ordinance change
 - Docks & Harbors notices the proposed changes for a period not less than 21 days
 - Docks & Harbor Board holds a “hearing” to the proposed changes
 - Assembly acts on the recommended Docks & Harbors proposed regulation changes

#

MEMORANDUM

DOCKS AND HARBORS
CITY/BOROUGH OF JUNEAU
155 South Seward Street, Juneau, Alaska 99801

FAXED MEMORANDUM

TO: Bidders
FROM: *Carl J. Uchytel*
Carl Uchytel
Port Director
SUBJ: POSTING NOTICE OF BIDS
Taku Seawalk Releveling Project
Contract No. DH22-007

Date: September 29, 2021

This memo is to post a notice of the results of the bid opening on September 28, 2021, for the subject project. The bidders and their total bids are as follows:

BIDDERS	TOTAL BID
Island Contractors, Inc	\$107,100.00
H. Watt Scott General Contractors	\$306,227.00
Engineer's Estimate	\$119,000.00

The apparent low bidder is ***Island Contractors Inc.*** The CBJ intends to award the Total Bid in the amount of \$107,100.00.

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

The apparent low bidder has until **4:30 p.m. on October 6, 2021**, to submit the Subcontractor Report, Section 00360 to the Engineering Department Contracts Office. The Subcontractor Report must be submitted even if there are no subcontractors planned for the job.

c. Bidders
Erich Schaal, Port Engineer



BID SUMMARY

Reviewed by: Paula Osborn

Certified by: Carl Uchytel

Project Title Taku Seawalk Releveling Project				Engineer's Estimate		Island Contractors PO BOX 241036 Douglas, AK 99824		H Watt Scott General Contr. 10360 Nigh Road Anchorage, AK 99515	
Contract No. DH22-007									
Bid Opening Date: 09/28/2021			File No. 1535						
			CIP No.: H51-120						
PAY ITEM	PAY ITEM DESCRIPTION	UNIT PRICE	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1505.1	Mobilization	LS	All Req'd	Lump Sum	\$ 12,000.00	Lump Sum	\$ 14,800.00	Lump Sum	\$ 59,251.00
2060.1	Demolition, Salvage and Disposal	LS	All Req'd	Lump Sum	\$ 16,000.00	Lump Sum	\$ 24,700.00	Lump Sum	\$ 19,954.00
2202.1	Excavation, Salvage and Placement of Useable Excavation	LS	All Req'd	Lump Sum	\$ 7,500.00	Lump Sum	\$ 4,200.00	Lump Sum	\$ 7,363.00
2202.2	2-inch Minus Shot Rock Borrow	CY	20	\$150.00	\$ 3,000.00	\$120.00	\$ 2,400.00	\$1,203.00	\$ 24,060.00
2702.1	Construction Surveying	LS	All Req'd	Lump Sum	\$ 12,000.00	Lump Sum	\$ 3,000.00	Lump Sum	\$ 9,621.00
2714.1	Supply and Install Geotextile Fabric	LS	All Req'd	Lump Sum	\$ 7,500.00	Lump Sum	\$ 1,000.00	Lump Sum	\$ 9,188.00
2726.1	Timber Deck and Support Beam Installation	LS	All Req'd	Lump Sum	\$ 20,000.00	Lump Sum	\$ 17,400.00	Lump Sum	\$ 37,826.00
2726.2	Supply 6x12 Timbers	SF	450	\$50.00	\$ 22,500.00	\$ 40.00	\$ 18,000.00	\$ 252.00	\$ 113,400.00
3601.1	Cast-In-Place Concrete Footing and Transition Slab	LS	All Req'd	Lump Sum	\$ 12,000.00	Lump Sum	\$ 13,800.00	Lump Sum	\$ 19,752.00
5120.1	Supply and Install Steel Transition Plate	LS	All Req'd	Lump Sum	\$ 1,500.00	Lump Sum	\$ 3,100.00	Lump Sum	\$ 1,332.00
16000.1	Electrical – Demolition, Salvage and Reinstall	LS	All Req'd	Lump Sum	\$ 5,000.00	Lump Sum	\$ 4,700.00	Lump Sum	\$ 4,480.00
	Total Base Bid				\$ 119,000.00		\$107,100.00		\$ 306,227.00



MEMORANDUM

DATE: September 17, 2021

TO: Chair Hale and CBJ Public Works and Facilities Committee

FROM: Katie Koester, Engineering & Public Works Director

SUBJECT: Proposed Passenger Fee Projects

At the August 18th Finance Committee meeting the body heard an update from Director Rogers on Passenger Fee projections for FY2022. The state allocated approximately \$12m in ARPA funds as hold-harmless payments for lost state passenger fee revenue over the past two fiscal years. Unlike typical passenger fees, these funds are not restricted to the requirements of the CLIAA settlement. Nevertheless, we believe it would be prudent to adhere to the intent of the settlement with these funds. Because there are no shortage of needs related to waterfront tourism, this should not be difficult.

After updates to forecast revenue that eliminates negative passenger fund balance there is approximately \$10.5m in unallocated passenger fees available through the end of the current fiscal year (2022). Together with the Manager's office, Docks and Harbors, and Finance, we recommend appropriating \$8.4m to the projects listed on the Table 1, leaving \$2.1m in fund balance (equivalent to one year of debt service on the 16B docks).

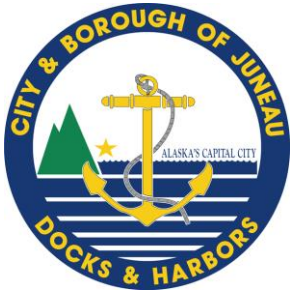
Per CBJ Code Title 69, Chapter 20.120(b)(3), the City Manager is required to solicit requests for passenger fee funding and share them with the Assembly. Submissions for 2021, and manager's recommendations can be found [here](#). At the time, the manager recommended expending passenger fees in FY22 on debt service and the cost of core city services out of an abundance of caution.

Projects submitted by the public for review include operational requests from 3rd parties, Docks and Harbors, and capital projects including AJ Dock improvements, Franklin Dock maintenance and the Seawalk Safety Rail (the safety rail is funded included in this proposal). Docks and Harbors advocated for passenger fee funding being distributed to the Dock Enterprise Fund; this proposal transfers \$1m to that fund.

Recommendation: Move to introduce an ordinance at the next regular meeting appropriating the \$8.4m in passenger fees/ARPA.

TABLE 1: \$8.4m Recommended Project Spending for ARPA/ Remaining Passenger Fees

\$1m	Transfer to Docks and Harbors	Docks Enterprise revenue is 100% generated from cruise ship fees. From October 2019 to July 2021 there was no appreciable revenue to the Dock Fund. The projected losses are in excess of \$1m to cover fixed expenditure in the Docks Enterprise. The proposed transfer with help ameliorate the Dock Enterprise bottom-line.
\$1m	Seawalk Safety Rail	This project would install continuous pedestrian safety railing along the face of the seawalk which is currently protected by low bullrails between Marine Park and Cruise Ship Terminal Dock. This safety measure was not possible before the installation of two floating cruise ship berths in 2017. The railing will match the standard railing details that have been installed on the recent downtown dock construction projects with horizontal wire railing and wooden top handrail.
\$3m	Statter Harbor Phase IIIC	This project will complete the implementation of the Statter Harbor Master plan by executing Phase IIIC: • Grading and paving of the uplands to better serve tour bus loading and unloading • Construction of the remaining segment of baywalk to connect the Harbor office to Glacier Highway • Completion of a kayak launch ramp • Construction of a new mixed use building at the top of the gangway which will include restrooms, a covered waiting area, and provisions for a future 2nd story for retail space. Phases I – IIIB have been completed over the last 8 years and include the new launch ramp, baywalk and vehicle and boat trailer parking areas, blasting and dredging of a new harbor basin, and installation of new passenger for hire floats, seawall, gangway and uplands grading.
\$3.4m	Seawalk	\$2.2m would deck over a triangular shaped portion of marine walk in front of Marine Park. This is a complex project for a small footprint: it involves demolishing and rebuilding a portion of old dock to maintain ADA compliant grades between the wharf and Marine Park and supporting a storm drain outfall running through the most complicated part of the new dock. The end product will be an extension of the grassy area behind Bernadette’s food cart, a second, sloped timber dock that transitions between the Wharf elevation and the Marine Park elevation, and a third small triangular structure that extends Marine Park to meet the timber dock. Remaining funds will be used to advance extension of the marine walk and other improvements to the seawalk.



Port of Juneau

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

From: Port Director
To: Docks & Harbors Board
Via: Docks & Harbors Operations-Planning Committee
Date: September 17th, 2021
Re: Renaming New Infrastructure: Peratrovich Plaza

1. In December 2020, the DWI (Downtown Waterfront Improvement) project was completed. This \$12.5M project expanded the Seawalk and added bus staging area in a property lot recognized in the Assessor's Data base as Archipelago Lot 2. The term Archipelago is often used by Docks & Harbors staff to describe this general area. Docks & Harbors staff has contemplated other appropriate names which would provide wayfinding opportunities to this area along the waterfront, but none were generally descriptive to the new development.

3. Crystal Worl, with partnership with CBJ, created and recently installed a 60 foot by 25 foot mural of Elizabeth Peratrovich along the face of the south-facing wall of the City and Borough of Juneau's Downtown Public Library and Marine Parking Garage. This mural is now a promulgate feature in the area which Docks & Harbors manages.

4. The Docks & Harbors Board has previously made recommendations to the Assembly regarding facilities names. It seems appropriate to consider renaming this portion of the Seawalk and the bus staging area: Peratrovich Plaza or something similiar. Docks & Harbors staff has not yet consulted with the designer of the mural nor the Peratrovich family. An interesting historic side note, is that the consulting engineering firm for the development is PND Engineers. The "P" stands for Roy Peratrovich, Jr who is the son of Elizabeth.

#

Encl: (1) Photo of Mural on Marine Parking Garage
(2) Biography of Elizabeth Peratrovich



A Mural in Juneau to Commemorate Elizabeth Peratrovitch

‘Elizabeth Peratrovitch—whose Tlingit name is *Kaaxgal.aat*, a member of the Lukaax.ádi clan of the Raven moiety—was born on July 4, 1911 in Petersburg, Alaska during a time of extensive migration in the territory. She was lovingly raised by adoptive parents, living in various small South Alaska communities throughout her childhood. With a passion for teaching, Peratrovitch attended college in Billingham, Washington where she also became acquainted with her husband, Roy Peratrovitch, who was a student at the same school. The couple married and moved to Klawock, Alaska where their role in local politics and Elizabeth’s knack for leadership drew her heavily involved with the Alaska Native Sisterhood, one of the oldest civil rights groups in the world, leading to her eventual appointment as the organization’s Grand President.

Seeing better access to lawmakers who could help effect change, the Peratrovitchs moved in 1941 with their children to the Alaskan capital of Juneau, where they were met with blatant discrimination. When attempting to buy a home in the new city, they realized when the sellers saw they were of Alaska Native descent. Instances like these were unfortunately common for Alaska’s Indigenous peoples and further motivated Peratrovitch to take action in the name of systemic change.

Elizabeth and Roy worked with others to draft Alaska’s first anti-discrimination bill, which was introduced in 1941 and failed to pass. On February 5, 1945, following years of perseverance, a second anti-discrimination bill was brought before the Alaska Senate, and Peratrovitch took to the floor to deliver an impassioned call for equal treatment for Indigenous peoples. She was met with thunderous applause throughout the gallery, and her moving testimony is widely credited as a decisive factor in the passage of the historic Anti-Discrimination Act of 1945.’ - Google



8.2.2 (138) p.527



REQUEST FOR PROPOSALS

RFP DH22-008

PROFESSIONAL SERVICES FOR HARBOR & PORT RATE STUDY

JUNEAU, ALASKA

Issued by: _____
Carl Uchytel, Port Director

Date: September 30, 2021

Request for Proposals

RFP DH22-008

Professional Services for Harbor & Port Rate Study Juneau, Alaska

SERVICES REQUESTED: The City and Borough of Juneau (CBJ) Docks and Harbors requests proposals from qualified firms to provide professional services in developing sustainable and equitable harbor rates for the existing facilities and to strategically guide future development within CBJ Docks and Harbors managed small boat harbor facilities.

DOCUMENTS: Request for Proposal (RFP) documents may be obtained from the CBJ Port Director's Office, 76 Egan Drive, Juneau, AK 99801, telephone (907) 586-0292. Documents may also be found on the Docks and Harbors website at http://www.juneau.org/harbors/proposed_regulations.php. It is advisable to sign up for the plan holders list with the Port Director's office in order to be notified of addenda that may be issued for this RFP.

QUESTIONS REGARDING THIS RFP: Carl Uchytel, Port Director, is the sole point of contact for all issues pertaining to this procurement (phone 907-586-0292, fax 907-586-0295, Carl.Uchytel@juneau.org).

PRE-PROPOSAL MEETING: A non-mandatory pre-proposal meeting will be held in TBD of the CBJ Municipal Building at 155 S. Seward Street, at **10:00 a.m., Alaska Time on October 19th, 2021.** Persons interested in submitting proposals are encouraged to attend. Conference call capability may be available for the Pre-Proposal meeting. Proposers intending to participate via teleconference shall notify the Port Director's Office, at 907-586-0292, or email teena.larson@juneau.org by 4:30 p.m., on October 15th, 2021.

DEADLINE FOR PROPOSALS: Seven (7) copies of the proposal, in a ***sealed envelope***, must be received by the Port Director prior to **2:00 p.m. Alaska Time on November 9th, 2021,** or such later time as the Port Director may announce by addendum to plan holders at any time prior to the submittal date. Proposals will be time-stamped by the Port Director's Office, which will establish the official time of receipt of proposals. Late proposals will not be accepted and will be returned unopened. Faxed or emailed proposals will not be accepted.

Proposal documents delivered in person or by courier services must be delivered to:

PHYSICAL LOCATION:

City and Borough of Juneau
Docks and Harbors, Port Director's Office
76 Egan Drive, Second Floor
Juneau, AK 99801

The Port Director's Office phone number is 907-586-0292, and fax number 907-586-0295.

Proposal documents delivered by the U.S. Postal Service must be mailed to:

MAILING ADDRESS:

City and Borough of Juneau
Docks and Harbors, Port Director's Office
155 South Seward Street
Juneau, AK 99801

Note: Mailing/delivery times to Alaska may take longer than other areas of the U.S.

Please affix the label below to the lower left hand corner of the envelope in which the RFP is submitted.

IMPORTANT NOTICE TO PROPOSER		
To submit your proposal: 1. Print your company name and address on the upper left corner of your envelope. 2. Complete this label and place it on the lower left corner of your envelope		
<table border="1"><tr><td> PROPOSAL NUMBER: RFP DH22-008 SUBJECT: Professional Services for Harbor & Port Rate Study DEADLINE DATE: _____ PRIOR TO 2:00 P.M. ALASKA TIME </td></tr><tr><td> SEALED PROPOSAL </td></tr></table>	PROPOSAL NUMBER: RFP DH22-008 SUBJECT: Professional Services for Harbor & Port Rate Study DEADLINE DATE: _____ PRIOR TO 2:00 P.M. ALASKA TIME	SEALED PROPOSAL
PROPOSAL NUMBER: RFP DH22-008 SUBJECT: Professional Services for Harbor & Port Rate Study DEADLINE DATE: _____ PRIOR TO 2:00 P.M. ALASKA TIME		
SEALED PROPOSAL		

Disadvantaged Business Enterprises are encouraged to respond.

(Page Intentionally Left Blank)

TABLE OF CONTENTS

1.0 GENERAL INFORMATION.....	7
1.1 Purpose.....	7
1.2 Background.....	7
1.3 Project Description	8
1.4 Scope of Services	8
1.5 Schedule of Work.....	9
1.6 Questions	9
1.7 Standard Contract Language	9
1.8 Contract Terms.....	9
2.0 RULES GOVERNING COMPETITION.....	10
2.1 Pre-Proposal.....	10
2.2 Proposal Development	10
2.3 Disclosure of Proposal Contents	10
3.0 PROPOSAL CONTENT REQUIREMENTS	11
3.1 Title Page.....	11
3.2 Table of Contents	11
3.3 Letter of Transmittal.....	11
3.4 Scope of Services and Work Plan.....	11
3.5 History and Experience	12
3.6 Proposer's Organization and Personnel Qualifications	12
4.0 EVALUATION OF PROPOSALS.....	12
4.1 Criteria	12
4.2 Evaluation Process	12
4.3 Evaluation Data	13
5.0 SELECTION AND AWARD PROCESS	14
6.0 INSURANCE REQUIREMENTS	14
7.0 JUNEAU PROPOSER POINTS	14
8.0 PROTESTS.....	15
9.0 CONSULTANT'S GOOD STANDING WITH CBJ FINANCE DEPARTMENT.....	15
PROPOSAL EVALUATION / RANKING FORM	16
ATTACHMENT 1 – SAMPLE CONTRACT.....	Error! Bookmark not defined.

1.0 GENERAL INFORMATION

This Class 2 Request for Proposals (RFP) defines the scope of the project, defines the documents required to respond to the RFP, and explains the procedures for selecting a firm to provide the requested services. The Class 2 process is used for acquisition of professional services contracts estimated to be greater than \$25,000 but less than \$50,000. The current budget for this project is \$35,000. The Consultant contract may be amended by CBJ Docks and Harbors for additional work related to the subject area based upon the findings and recommendations as a result of this particular project.

1.1 Purpose

The purpose of this document is to solicit proposals from qualified consultants to enter into a contract to conduct a study of the Docks & Harbors rate fee structure. The intent is to determine a sustainable, equitable rate structure based on the existing facility infrastructural and services to support commercial and recreational users of the harbor facilities. In addition to validating the financial planning for the Harbor Enterprise, the consultant will conduct a market study for the fees associated with the CBJ owned cruise ship docks.

1.2 Background

Juneau is Alaska's Capital City. The year-round population is approximately 33,000 residents. During the summer months over 1,000,000 visitors arrive by cruise ship. Approximately 400 visiting vessels use Aurora and Harris Harbors per year. Juneau hosts a significant fishing fleet, many of which base out of the downtown harbors (Aurora, Harris, Douglas) along Gastineau Channel. Significantly more transient vessels (commercial fishing, recreational and yacht) moor at the Don D. Statter Harbor facility in Auke Bay.

The City and Borough of Juneau (CBJ) Docks and Harbors is an enterprise fund directed by an Assembly appointed Board of volunteer citizens. The Port Director sits at the pleasure of the Board and is in charge of all operations of Docks and Harbors. He is supported by an Administrative Officer; Administrative Assistant; Port Engineer and staff; and the Juneau Harbormaster and staff. The Port Director's Office is located on the Second Floor of the Seadrome Building at 76 Egan Drive in Juneau, Alaska.

Docks and Harbors has a vision to be the *Southeast Alaska Marine Center of excellence providing safe, secure, modern, vibrant facilities meeting the needs of the users it serves*. The mission statement pledges to develop and provide opportunities, services, and facilities to support marine related commerce, industry, fisheries, recreation, and visitors. The intent of this harbor fee review is to develop funding strategies to support the vision and mission.

The projected FY22 revenue for the Harbor Enterprise is \$4.68M of which \$3.34M are derived from fees considered "charges for service". Generally speaking, these revenues are derived from moorage, associated fees and launch ramp proceeds.

Following is a list, and web link, of past documents that may have relevance to this project:

Harbor Enterprise FY21 Adopted Budget (page 166)
[FY21-Adopted-Budget-Book-Final-for-Printing.pdf \(netdna-ssl.com\)](https://netdna-ssl.com/FY21-Adopted-Budget-Book-Final-for-Printing.pdf)

CBJ Docks & Harbor Facilities
[Harbors – Facilities – City and Borough of Juneau](#)

Summary of Harbor Fees in CBJ Regulations
[Finance Sub-Committee meeting](#)

1.3 **Project Description**

The proposed deliverable under this contract would develop a “cost based” harbor rate study and provide strategic financial guidance to Docks and Harbors to manage facilities throughout its Enterprise portfolio. Additionally, a “market based” study to evaluate the fees associated with the two CBJ owned cruise ship docks will be determined. The harbor rate study will be ~~loosely~~ applied to ~~all~~ facilities within the Harbor Enterprise. ~~The intent of the effort is to evaluate the harbor fees which provide the vast majority of revenue to the department. Not all harbor fees will reviewed.~~ The rates associated under the Dock Enterprise, supporting large cruise ship related commerce, will be limited to the dockage and port maintenance fees only.

The City & Borough of Juneau – Docks & Harbors Enterprise will enter into a professional services contract with the successful firm. This contract will detail the agreed costs, work schedule, scope of work, and will serve as the notice to proceed. The successful proposer will work with Docks & Harbors Staff to collect the data necessary for the completion of the contracted scope of work. A final report will then be prepared and presented to the Docks & Harbors Board. Should any changes occur to the agreed contract, including changes in the team members involved, the firm will be required to submit a change request in writing to Docks & Harbors. Changes in the contract will not be approved until both parties have signed the contract change request.

1.4 **Scope of Services**

The Consultant will work with the Docks and Harbors staff and Board, to develop a defensible “cost based” harbor and limited port rate study. The intended purpose is to produce supporting documentation for a harbor rate schedule which is fiscally sustainable and provides funding opportunities to meet future community needs. The selected proposer would collect information on the current rates (i.e. moorage, dockage, launch ramps, etc) and evaluate operational and maintenance costs, planned or recapitalization needs in determining appropriate fee schedules. This study may incorporate life-cycle costing modeling to determine the rates needs to support harbor-related expenses, allocation of shared costs, intergovernmental transfers, future demand, and market position competitiveness and other related information or data deemed relevant from the consultant’s experience to the project.

Specific tasks may include, but not be limited to, a ~~cursorily limited~~ review of existing facilities; identification of potential revenues not previously identified by CBJ; participation at stakeholder and public meetings; developing alternate land use and financial strategic concepts to meet facility needs today and into the future; present concepts to the public and

stakeholders for review and comment; present to the Docks and Harbor Board for comment and direction; prepare final concept plan upon consideration of comments received and staff direction; investigate financial strategies for funding planned developments; and prepare a written report of findings and recommendations. **Docks & Harbors does not desire a detailed engineering facility inspection of its facilities under this proposed work.**

1.5 Schedule of Work

The Consultant shall propose a schedule of work that identifies the various tasks as outlined in the Scope of Work allowing time to adequately address the issues; study various concepts and scenarios; allow for adequate public participation; develop final concept plans; prepare recommendations and timing of improvements; develop planning level cost estimates; develop financial strategies; and prepare a report of the process and the results of the project. **The Docks & Harbors Board, and its committees, will expect monthly briefings throughout the period of performance from the successful proposer. These briefings may be required to be in-person, virtual or written correspondence. Any required in-person or virtual briefings will be negotiated with the successful proposer within the contracted work.**

For purposes of the schedule, the Consultant, should anticipate a Notice To Proceed of December 17th, 2021. The schedule would be adjusted if NTP is delayed.

1.6 Questions

Questions regarding this proposal should be directed to:

Carl Uchytel, Port Director
email: Carl.Uchytel@juneau.org
City and Borough of Juneau
Docks and Harbors - Port of Juneau
Seadrome Building – 2nd Floor
76 Egan Drive
Juneau, Alaska 99801
Telephone: (907) 586-0292 Fax: (907) 586-0295

Office hours are 8:00 a.m. to 4:30 p.m. local time, Monday through Friday.
Mailing address for written questions and clarifications should be addressed to:

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

1.7 Standard Contract Language

Attached to this RFP is a CBJ sample contract (Attachment 1) which should be carefully reviewed by proposers, as it is the basis of the agreement that the CBJ intends to contract with the selected Consultant in the event of acceptance of its proposal.

1.8 Contract Terms

It is anticipated that this RFP would result in a contract for services to develop a cost based harbor rate schedule and fiscal revenue strategy plan for the Docks and Harbors managed Harbor Enterprise facilities commonly referring to the four small boat harbors, six launch ramp facilities and the commercial facilities at the Juneau Fisheries Terminal and Auke Bay Loading Facility. The Docks Enterprise facilities include the two CBJ owned cruise ship docks, Cruiseship Terminal (CT Dock) and Alaska Steamship Wharf (AS Dock). Fees would be negotiated and result in a lump sum and/or a not-to-exceed time and materials contract based on the proposed billing rates for the life of the contract, unless adjustments are approved by CBJ. There shall be no mark-up for expenses or for sub-consultant fees.

2.0 RULES GOVERNING COMPETITION

2.1 Pre-Proposal

Proposers should carefully examine the entire RFP, sample contract, and any addenda thereto, and all related materials and data referenced in the RFP. Proposers should become fully aware of the nature of the services requested and the conditions likely to be encountered in performing the services. It is the sole responsibility of the proposer to assure they are in receipt of any and all addenda.

2.2 Proposal Development

The content of proposals will be kept confidential until the selection of the Consultant is publicly announced. All materials submitted in response to this RFP will become the property of the CBJ. One copy will be retained for the official files of CBJ Docks and Harbors and become public record after announcement of the successful Proposer. The CBJ will not return proposals to the Proposer. The CBJ reserves the right to reject any or all proposals.

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

This solicitation does not commit CBJ Docks and Harbors to select any Consultant(s) for the requested services. All costs associated with the respondents' preparations, submission and oral presentations (if applicable) shall be the responsibility of the Proposer.

All proposals must be signed. Proposals must be received in the number of copies stated in the RFP no later than the date and time specified in the cover letter. All copies of the proposals must be under sealed cover and plainly marked. Proposals not received by the date and time specified in the cover letter will not be considered and will be returned to the proposer unopened.

2.3 Disclosure of Proposal Contents.

The City and Borough of Juneau, a municipal corporation and political subdivision of the State of Alaska, is subject to the Alaska Public Records Act codified at AS 40.25.100-220, and the public records provisions in the CBJ Charter, section 15.7. The contents of proposals submitted in response to this RFP will be kept confidential a final selection is made and announced by CBJ Docks and Harbors. Immediately following announcement, all proposals become public information. Trade secrets and other proprietary data contained in a proposal may be held confidential, to the extent allowed by law, by the Port Director, upon request in

writing by a proposer. Material considered confidential by the proposer must be clearly identified and marked (page, section, etc.) by the proposer, and the proposer must include a brief statement that sets out the reasons for confidentiality. Marking the entire proposal confidential is not acceptable and may be cause for the City to reject your proposal as nonresponsive.

3.0 PROPOSAL CONTENT REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability for the Selection Committee, proposals should be organized in the manner specified below:

3.1 Title Page

Show the RFP name and number, the name of the firm, address, telephone numbers, and name of contact person and date of submission.

3.2 Table of Contents

Clearly identify the materials by section and page number.

3.3 Letter of Transmittal

Limit to one (1) or two (2) printed pages.

3.3.1 Briefly state your firm's understanding of the proposal requirements and summarize your capability to meet same.

3.3.2 Give names of the person(s) who will be authorized to represent your firm, their title(s), address (es) and telephone number(s).

3.3.3 The transmittal letter must be signed by a corporate officer who has authority to bind the firm. Name and title of the individual signing the proposal must be printed below or adjacent to the signature.

3.3.4 Acknowledge receipt of all addenda. Failure to acknowledge addenda may result in the proposal being considered non-responsive and subject to rejection.

3.4 Scope of Services and Work Plan

3.4.1 Discuss the Scope of Services and how the firm will provide the desired services. Include a statement of approach and methodology for accomplishing the requested services.

3.4.2 Provide a work plan, which includes a proposed project schedule. This schedule should identify major tasks and critical components of the project. If the Consultant's team anticipates delays or problems with the design schedule, describe these issues in detail.

3.4.3 Discuss the incorporation of this project into the firm's current workload and the ability of the Consultant's team to meet the project schedule. Provide a staff schedule, identifying primary personnel and sub-consultants and their proposed work schedule during different phases of the project. How much priority can/will this project be given?

3.5 History and Experience

- 3.5.1 Provide company names, individual contacts, and telephone numbers of references for at least three recent projects similar in scope and scale to that subject of this RFP.
- 3.5.2 Provide general background information on the firm including specialized experience, capabilities, and unique qualifications in the field. This should include information outlining the firm's experience in the specific professional services requested. Provide examples of projects that demonstrate unique, well planned, and executed solutions to program, budget, and design challenges.
- 3.5.3 Provide information to establish a high level of client satisfaction for the firm's previous work with CBJ, other government agencies, and private clients.
- 3.5.4 Provide information that demonstrates the ability of the firm to deliver professional planning services that result in successful projects within established budget and on schedule.

3.6 Proposer's Organization and Personnel Qualifications

- 3.6.1 Describe the organizational structure of the Consultant team for this project with an organizational chart or other diagrammatic explanation.
- 3.6.2 Specify the project manager and other key personnel who will be directly providing services for the CBJ Docks and Harbors in various areas of the described project and state their position, role, and responsibility. The names, titles and resumes of listed personnel should be provided. Please indicate the experience of each member specifically as it applies to this type of project.

4.0 EVALUATION OF PROPOSALS

4.1 Criteria

Proposals will be evaluated and scored, using the criteria on the PROPOSAL EVALUATION/RANKING FORM, found at the end of this document, in order to ascertain which proposal best meets the needs of the CBJ. The items to be considered during the evaluation are explained below at Section 4.3 Evaluation Data. The associated point values are shown on the PROPOSAL EVALUATION/RANKING FORM.

4.2 Evaluation Process

Evaluation of the written proposals will be performed by a committee selected by the Port Director. Written proposals will be the primary basis for selection of the consultant team, unless the selection committee determines that oral interviews are necessary.

If oral interviews are used, the selection committee will prepare a "short list" of at least two finalists, who will then be invited to attend oral interviews in Juneau. Finalists will be notified and informed of specific interview requirements and procedures prior to the oral interview. Proposers will be allowed a maximum of three team members to participate in the interview process.

Oral interviews, if used, will be scored and ranked independently of the written proposal and will determine the outcome of the RFP process. All costs associated with attendance of the interviews, if held, will be the responsibility of the Proposer. The intent of the CBJ is to make award based on written proposals if possible.

4.3 Evaluation Data

The evaluation Data discussed below is presented in an effort to delineate what criteria will be used to score proposals. Please do not include a separate section in your proposal for Evaluation Data. The information discussed below should be included in the proposal as part of the Proposal Content Requirements discussed in SECTION 3.0 of this RFP.

4.3.1 Proposed Method to Accomplish the Project

Work schedule and methodology will be evaluated according to budget sensitivity, efficiency, completeness and pertinence of the tasks submitted by the Proposer, as well as the creativity and logic of the overall approach. The proposal should show interest and insight about this project.

4.3.2 Capacity of Firm

Evaluation will be made on the Proposer's ability to perform the desired services within the established schedule.

4.3.3 Past Record of Performance

Evaluation of the Proposer's experience with the CBJ, other governmental agencies and private industry will be made. Detailed references including companies, specific contact persons and their phone numbers and locations should be provided.

Information presented should demonstrate how the firm accomplishes the following.

- a. Monitors and maintains project schedules.
- b. Establishes overall project success through close coordination with all parties.
- c. Controls construction budgets, maintaining best interests of Owner.
- d. Delivers high quality services within established budgets.

4.3.4 Firm's Experience with Similar Projects

Evaluation will be made of the Proposer's experience with projects of similar scope and scale, as well as other projects with the CBJ, other government agencies and private industry.

4.3.5 Firm's Representation

The proposal should specify readily available personnel to accomplish the desired services. The level of involvement should be displayed in a way which is consistent with the scale of the project. The proposal should establish the:

- a. Schedule of availability of personnel.
- b. Scale of involvement is appropriate to the project.

4.3.6 Proposer's Organization and Personnel Qualifications

Evaluation will be made of the Proposer's organization and the ability to perform the desired services within the established schedule.

Evaluation will be made based on proposed personnel, their relevant qualifications and experience, and their proposed scale of involvement.

4.3.7 Quality of the Proposal

Evaluation will include the clarity and professional quality of the document(s) submitted.

- a. Is proposal clear and concise?
- b. Is proposal responsive to the needs of the project?

4.3.8 Juneau Proposer according to SECTION 7.0

Juneau Proposer points will be awarded if the Prime Consultant meets Juneau Proposer requirements as stipulated in Section 7.0 – Juneau Proposer Points.

5.0 SELECTION AND AWARD PROCESS

An evaluation committee will review, evaluate, score, and rank proposals in accordance with criteria identified in Section 3 and the Evaluation Form located at the end of this RFP. Each member of the Selection Committee will independently score the proposals. Each member's scores, as they relate to the group of proposals, are then ranked. The proposal receiving the highest score is given a ranking value of "one", the second highest scored proposal receives a ranking of "two", and so on. The scores and rankings of each member are then forwarded to the Port Director. These rankings are checked for accuracy and combined to form a composite ranking.

The Proposer with the lowest composite numerical rank will be declared the apparent successful Proposer. In the event of a tie in the ranking totals, the raw scores of the Proposers who are tied will be totaled to determine the successful Proposer. If oral interviews are used, the successful proposer will be chosen as provided in Section 4.2 of this RFP.

After issuance of a notice of apparent successful proposer, the protest period begins. Once the protest period is over, the successful Proposer will be invited to enter into contract negotiations with the CBJ. If negotiations are unsuccessful, discussions with the lowest ranked Proposer will be terminated and the second lowest ranked Proposer may be contacted for negotiations.

Award of contract, if made, will be to the responsible Proposer selected in accordance with the criteria described in Section 4 of this RFP, and whose final proposal and fee is accepted by the CBJ. The CBJ reserves the right to award the contract to the successful firm without further discussion.

6.0 INSURANCE REQUIREMENTS

The insurance requirements for this project are specified in Attachment 2 – Sample Contract, under Appendix C.

7.0 JUNEAU PROPOSER POINTS

Juneau proposer points shall be awarded if the Proposer is determined to be a "Juneau proposer" meeting the criteria of CBJ's Purchasing Ordinance 53.50, Section 53.50.010. CBJ Ordinance 53.50 can be viewed electronically at the following internet address: www.juneau.org/law. **Note:**

The criteria for meeting Juneau Proposer requirements have changed. Please review the new requirements and contact the CBJ Docks and Harbors with any questions.

A paper copy of the CBJ Purchasing Ordinance is available upon request from the Port Director's Office.

8.0 PROTESTS

The protest period begins with the posting of a notice of apparent successful proposer, in the Port Director's Office and expires at the close of business on the next day.

Protests shall be executed in accordance with CBJ Ordinance 53.50.062 PROTESTS and 53.50.080 ADMINISTRATION OF PROTEST. Copies of the ordinances describing protest procedures are available from the CBJ Port Director's Office, 76 Egan Drive, Juneau, Alaska. Questions concerning protests or protest procedures should be directed to the CBJ Port Director (Purchasing Officer for Docks and Harbors) at 907-586-0292. CBJ Ordinance 53.50 can be viewed electronically at the following internet address: www.juneau.org/law.

9.0 CONSULTANT'S GOOD STANDING WITH CBJ FINANCE DEPARTMENT

Consultants must be in good standing with the CBJ prior to award, and prior to any contract renewals, and in any event no later than **seven business days** following notification by the CBJ of intent to award. **Good standing** means: all amounts owed to the CBJ are current and the Consultant is not delinquent with respect to any taxes, fees, assessment, or other monies due and owed the CBJ, or a Confession of Judgment has been executed and the Consultant is in compliance with the terms of any stipulation associated with the Confession of Judgment, including being current as to any installment payments due; and Consultant is current in all CBJ reporting obligations (such as sales tax registration and reporting and business personal property declarations). Failure to meet these requirements may be cause for rejection of your proposal. To determine if your business is in good standing, or for further information, contact the CBJ Finance Department's Sales Tax Division at (907) 586-5265 for sales tax issues, Assessor's Office at (907)586-0930 for business personal property issues, or Collections Division at (907) 586-5268 for all other accounts.

Note: Juneau Proposer preference (7.0) has requirements regarding a firm's good standing with the City at the time a proposal is submitted. Please review the Purchasing Code cited.

PROPOSAL EVALUATION / RANKING FORM

PROPOSER: _____

SCORED BY: _____ DATE: _____

POINTS AWARDED

	<u>Points Possible</u>	<u>Score</u>
4.3.1. Proposed Method to Accomplish the Project	0 – 50	_____
4.3.2. Capacity of Firm	0 – 15	_____
4.3.3. Past Record of Performance		
a. Monitors and maintains project schedules.	0 – 10	_____
b. Establishes overall project success through close coordination with all parties.	0 – 10	_____
c. Controls budgets, maintaining best interests of Owner.	0 – 10	_____
d. Delivers high quality services within established budgets.	0 – 10	_____
4.3.4. Firm's Experience with Similar Projects	0 – 25	_____
4.3.5. Firm's Representation		
a. Schedule of availability of personnel.	0 – 15	_____
b. Scale of involvement is appropriate to the project.	0 – 15	_____
4.3.6. Proposer's Organization and Personnel Qualifications	0 – 20	_____
4.3.7. Quality of Proposal		
a. Is proposal clear and concise?	0 – 10	_____
b. Is proposal responsive to the needs of the projects?	0 – 10	_____
	Subtotal	_____
The Port Director will assign points for criterion 4.3.9. below.		
4.3.8. Juneau Proposer (according to SECTION 7.0).	0 or 10	_____
TOTAL POINTS	210	_____
INDIVIDUAL RANKING		_____



Port of Juneau

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

PROFESSIONAL SERVICES CONTRACT For

Project Name

Contract No. RFP Contract Number

This Agreement is entered into by and between the City and Borough of Juneau, Alaska ("City"), and **Consultant Name** ("Consultant"), whose address is **Consultant Address**, phone is **Consultant Phone**, and fax is **Consultant Fax**.

Whereas, the City desires to engage the Consultant for the purpose of rendering certain professional services, and

Whereas, the Consultant represents that it is in all respects licensed and qualified to perform such services,

Now, therefore, the parties agree as follows:

1. CONTRACTUAL RELATIONSHIP. The parties intend that an independent Consultant/City relationship will be created by this Contract. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Consultant. Consultant is not considered an agent or employee of City for any purpose, and the employees of Consultant are not entitled to any benefits that City provides for City's employees. It is understood that the City does not agree to use the Consultant exclusively. It is further understood that the Consultant is free to contract for similar services to be performed for others while it is under contract with the City.

2. SCOPE OF SERVICE. The Consultant shall carry out in a professional and prudent manner all of the services required by the Contract. These services include all of the services described in Appendix A. Consultant will diligently proceed with the Scope of Services, and will provide such services in a timely manner.

3. PERSONNEL, EQUIPMENT, SUPPLIES, AND LICENSES.

(A) Except as noted in Appendix A, the Consultant represents that it has or will secure at its own expense all personnel, equipment, and supplies required in performing the services under this Contract.

- (B) All of the services required hereunder will be performed by the Consultant or under its supervision.
- (C) None of the work or services covered by this Contract shall be subcontracted without prior written approval of the City.
- (D) Consultant warrants that it is fully licensed under all applicable local, state, and federal laws to perform the services to be provided hereunder.
4. **TIME OF PERFORMANCE.** The services of the Consultant are to commence after the execution of the Contract and issuance of Notice to Proceed and Purchase Order. All work shall be completed no later than the time specified in Appendix A. Amendment to this Contract may be made upon mutual, written agreement prior to the contract expiration date.
5. **REPORTING.** Except as authorized within Appendix A, the City's primary representative for this Contract shall be the **Port Director, Carl Uchytel**. The City shall not be liable for Consultant's expenses incurred in reliance on directions received from any other municipal officer or employee. The Consultant's representative shall be **Consultant Representative**. Reliance by the City on representations by any other person shall be at the City's own risk.
6. **COMPENSATION.** The City agrees to pay the Consultant according to the provisions of Appendix B. The Consultant's fee schedule is attached to this contract and hereby incorporated into this contract by reference.
7. **TERMINATION OF CONTRACT FOR CAUSE.** If, through any cause, except causes beyond the control of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract; or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least ten days before the effective date of such termination. In that event, all finished or unfinished documents, or other data, in whatever form, prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials, not to exceed the Contract amount.
8. **TERMINATION FOR CONVENIENCE OF CITY.** The City may terminate this Contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least thirty days before the effective day of such termination. In that event, all finished or unfinished documents and other materials as described in paragraph 7 above shall, at the option of the City become its property, and the Consultant will be paid an amount not to exceed the amounts set forth in Appendix B for work satisfactorily completed on or before the date of termination, less payments of compensation previously made.
9. **CONTRACT AGREEMENT.** All parties mutually agreed to the terms of this Contract. The Contract should not be construed in favor of or against any party. This Contract contains the entire agreement between the parties; there are no other promises, terms, conditions, or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties.
10. **CHANGES.** The City may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, must be mutually agreed upon in writing before they will be regarded as part of this Contract.

- 11. EQUAL EMPLOYMENT OPPORTUNITY.** The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- 12. CONFLICTS OF INTEREST.** Consultant agrees that no employee of the City, who has exercised or will exercise any authority over the specifications, procurement, supervision or payment for this Contract, and no member of the employee's immediate family, has had or will have any direct or indirect financial interest in this Contract. If the Consultant learns of any such interest, the Consultant shall immediately inform the Port Director.
- 13. ETHICS.** Consultant shall discharge its duties fairly, impartially and maintain a standard of conduct that competently serves the City and the interests of the City. Consultant shall at all times exercise unbiased judgment when performing its duties under this contract.
- 14. PUBLIC RELATIONS.** Consultant shall issue press releases, respond to press inquiries, make public speeches, appear on broadcast media or otherwise engage in public relations regarding the project only with the specific approval of the Port Director.
- 15. ELECTED OFFICIALS.** The Consultant shall respond to project-related inquiries from elected officials by providing impartial, factual information, but shall not initiate contact or attempt to persuade an elected official to agree with any viewpoint or to take any official action. The Consultant will promptly notify the City's primary representative of any request by an elected official for project-related information.
- 16. ASSIGNABILITY.** The Consultant shall not assign any interest in this Contract and shall not transfer any interest in the same without the prior written consent of the City; however, claims for money due or to become due to the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution without approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
- 17. FINDINGS CONFIDENTIAL.** Any information given to or prepared by the Consultant under this Contract that the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.
- 18. IDENTIFICATION OF DOCUMENTS.** All reports, maps, and other documents completed as a part of this Contract, other than documents exclusively for internal use within the City, shall carry a City notation or logo as directed by the City.
- 19. PUBLICATION, REPRODUCTION, AND USE OF MATERIALS.** No services, information, computer program elements, reports or other deliverables that may have a potential patent or copyright value produced in whole or in part under this Contract shall be subject to copyright in the United States or any other country.

If a copyright applies by law to the work produced under this Contract, that copyright will either be signed over to the City or the City will be given unrestricted license to the copyright. The City shall have unrestricted license to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. If this Contract includes architectural and/or engineering design services, any use of the design features or details produced under this Contract on other City facilities will be at the City's risk.

- 20. RECORDS.** During performance and after termination of this Contract, each party shall make available to the other party for inspection and copying, all records, whether external or internal, having any relevance to this Contract.

- 21. INSURANCE REQUIREMENTS .** Consultant has secured and agrees to keep and maintain in full force and effect, at its own expense, the insurance approved by CBJ Risk Management as outlined in Appendix C. All insurance required under this contract shall name the CBJ as an additional insured, except with respect to any required Professional Liability or Workers Compensation policies. At least 30 days prior to the cancellation, non-renewal or reduction in the amount of coverage, Contractor shall provide written notice to the CBJ's Risk Management. The Contractor's insurance shall be primary and any insurance maintained by the CBJ shall be non-contributory. If the Contractor maintains higher limits than shown below, the CBJ shall be entitled to coverage for the higher limits maintained by the Contractor. Failure of CBJ to demand such certificate or other evidence of full compliance with these insurance requirements or failure of CBJ to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of the Contractor to maintain the insurance required by this contract.
- 22. INDEMNIFICATION AND HOLD HARMLESS.** The Consultant agrees to defend, indemnify, and hold harmless CBJ, its employees, and authorized representatives, with respect to any action, claim, or lawsuit arising out of or related to the Consultant's negligent performance of this contract without limitation as to the amount of fees, and without limitation as to any damages, cost or expense resulting from settlement, judgment, or verdict, and includes the award of any attorney's fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law, meaning that if there is a claim of, or liability for, a joint act, error, or omission of the consultant and the CBJ, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. This agreement is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this contract. The obligations of Consultant arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify Consultant in a timely manner of the need for indemnification, but such notice is not a condition precedent to Consultant's obligations and may be waived where the Consultant has actual notice.
- 23. CHOICE OF LAW; JURISDICTION.** This Contract shall be governed by the laws of the State of Alaska. Jurisdiction shall be in the State of Alaska, First Judicial District.
- 24. SUCCESSORS.** This Contract shall be binding upon the successors and assigns of the parties.
- 25. PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the provisions of this document and its appendices, the order of precedence shall be this document, Appendix A, Appendix B and Appendix C.

In Witness Whereof, the parties have affixed their signatures the date first above set out:

CITY AND BOROUGH OF JUNEAU

Carl Uchytel, P.E.
Port Director

Date

CONSULTANT NAME

Representative Name
Title

Date

APPENDIX A: SCOPE OF SERVICES

Project Name
Contract No. **Project Number**

SCOPE OF SERVICES: The Scope of Services for this contract shall be (insert scope).

PERSONNEL: The Consultant's primary personnel for this work will be Name. Other qualified staff may be assigned to the project as required.

SCHEDULE: The Consultant shall perform the Work of this contract in a timely manner in accordance with the schedule as outlined below.

SAMPLE CONTRACT

APPENDIX B: COMPENSATION

Project Name
Contract No. Project Number

Amount of Payment

Lump Sum

Consultant shall be compensated a **lump sum** amount of **Amount** for satisfactory performance of professional services described in this contract and in accordance with the Consultant's Fee Proposal dated **Date** (copy attached).

Time and Materials

Consultant shall be compensated based on **time and materials** in an amount not-to-exceed **Amount** for satisfactory performance of professional services described in this contract in accordance with the Consultant's Fee Proposal dated **Date** (copy attached).

Hourly rates shall remain the same for the life of this contract including all amendments unless the Consultant and the City negotiate a fee increase.

Method of Payment

Monthly Payable within 30 days of receipt of an invoice approved by the City's primary representative and progress report stating the amount of services completed.

Consultant Invoice Requirements

- Itemized invoices must be submitted that indicate the services performed.
- Invoices for this contract must be submitted separately from invoices for services performed under any other contract(s).

Compensation Based on Time and Materials

If compensation is based on time and materials, the following shall apply:

Compensation shall be computed based on the hourly billing rates, approved by the City's Primary representative, times the actual number of hours spent in the performance of services. The hourly billing rate for each employee is the amount to be paid to the Consultant, and is full compensation for all salary, benefits, taxes, overhead and profit. There shall be no change in rates during the term of this Agreement and no additional compensation for overtime, weekend, or holiday work, unless agreed to pursuant the above section.

Compensation for sub-consultants shall be equal to the amounts actually paid to subconsultants hereunder who have been retained after the written approval by the City's Primary representative of: a) the sub-consultant, b) the compensation to be paid the sub-consultant, and c) the terms and conditions of the subcontract. No markup allowance is allowed.

Compensation for expenses shall be an amount equal to reimbursable expenses approved in advance by the City's Primary representative, necessary and reasonably incurred and actually paid

by the Consultant in the performance of the services hereunder. No markup allowance is allowed. Reimbursable expenses are expenses that are unique to the performance of the services under the Contract and generally contemplate the purchase of outside ancillary services, such as mailing and delivery charges for submittal of drawings, specifications and reports, long distance telephone calls, rentals of equipment, travel and local transportation, meals and lodging on overnight trips.

Reimbursable expenses do not include expenses that are usually and customarily included as part of the Consultant's overhead. For the purposes of this Agreement reimbursable expenses do not include amounts for typing, utilization of computer systems, computer aided design and drafting (CADD), cameras, recording or measuring devices, flashlights and other small, portable equipment, safety supplies, phones, telephone calls, electronic messaging including FAX, Telex and telegrams, e-mail accounts, Internet service, or expendable office supplies. Unless otherwise indicated, required insurance is not a reimbursable expense.

The Consultant shall obtain the City's written approval prior to making expenditures for reimbursable expenses in excess of \$500 per specific expenditure and for all overnight trips, which are reimbursable expenditures as set forth above. The Consultant shall substantiate all billings for reimbursable expenses in excess of \$25 with receipted bills and provide said receipts with the appropriate billing.

The Consultant shall keep, and cause any sub-consultants to keep, daily records of the time spent in the performance of services hereunder by all persons whose billing rates will be the basis for compensation as well as records and receipts of reimbursable expenditures hereunder. Failure to do so shall be a conclusive waiver of any right to compensation for such services or expenses as are otherwise compensable hereunder.

The City shall have the right to inspect all records of the Consultant, and of any sub-consultants, pertaining to this project. Records shall be maintained by the Consultant and sub-consultants for a period of three years after completion of services.

When travel is necessary as part of the professional services to be provided, the following shall be followed:

- ◆ Airline tickets should be purchased at the 14 day advanced purchase price whenever possible. The CBJ will not pay for First Class travel. Any deviation shall be approved in writing in advance by the City's Primary representative.
- ◆ Per Diem meal allowance shall be: \$60.00 (\$12.00 for breakfast, \$16.00 for lunch and \$32.00 for dinner).
- ◆ The Consultant shall stay at the hotel with a daily rate not to exceed \$150.00, unless unavailable.
- ◆ Travel agent fees, tips, alcohol or bar tabs shall not be paid by the City.
- ◆ Car rental, parking, and taxi fees shall be reasonable and not excessive. This reimbursement is for services in Juneau only. Parking fees, etc. outside of Juneau will not be reimbursed.

APPENDIX C: INSURANCE REQUIREMENTS

Project Name
Contract No. Project Number

The Consultant must provide certification of proper insurance coverage or binder to the City and Borough of Juneau. Failure of the City to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from

evidence that is provided shall not be construed as a waiver of the obligation of the Contractor to maintain the insurance required by this contract. Should any of the below described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Proof of the following insurance is required before award:

Commercial General Liability Insurance. The Consultant must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against the Consultant. This amount must be at least one million dollars (\$1,000,000.00) per occurrence, and two million dollars (\$2,000,000.00) aggregate. The City will be named as an additional insured on this policy for work performed for the City.

Professional Liability Insurance. The Consultant must maintain Professional Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) aggregate to protect the Consultant from any claims or damages for any error, omission, or negligent act of the Consultant, the Consultant's firm and employees. This requirement applies to the Consultant's firm, the Consultant's subcontractors and assignees, and anyone directly or indirectly employed to perform work under this contract.

Workers Compensation Insurance. The Consultant must maintain Workers Compensation Insurance to protect the Consultant from any claims or damages for any personal injury or death, which may arise from services performed under this contract. This requirement applies to the Consultant's firm, the Consultant's subcontractors and assignees, and anyone directly or indirectly employed to perform work under this contract. The Consultant must notify the City as well as the State Division of Workers Compensation immediately when changes in the Consultant's business operation affect the Consultant's insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of one hundred thousand dollars (\$100,000.00) per injury, and five hundred thousand dollars (\$500,000.00) policy limits. If the Consultant is exempt from Alaska Statutory Requirements, the Consultant will provide written confirmation of this status in order for the City to waive this requirement. The policy shall be endorsed to waive subrogation rights against the City.

Comprehensive Automobile Liability Insurance. The coverage shall include all owned, hired, and non-owned vehicles to a one million dollar (\$1,000,000.00) combined single limit coverage. The City will be named as an additional insured on this policy for work performed for the City.

2021 Docks & Harbors Board Meeting Calendar

2021

January						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

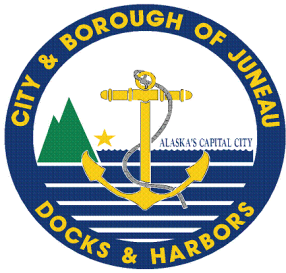
September						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

■ Operations/CIP
 ■ Board
 ■ Finance Sub



**DOCKS & HARBORS
TOURISM INDUSTRY
END OF SEASON REVIEW MEETING**

October 1, 2021

Join Zoom Meeting <https://bit.ly/3tDTx13>

Meeting ID: 893 5751 2771

Passcode: 126591

Dial in (253)215-8782

- I. Call to Order** – October 1th, 2021 at 2:00pm
- II. Docks & Harbors Introductions** (Carl)
- III. Docks & Harbors planned projects & preparation focus for May 2022** (Carl)
- IV. Relevant comments to 2021 summer activity & suggestions for 2022**
 - A. Downtown Vendor Booth permit holders**
 - Application process for CY2022 (Teena)
 - B. Downtown transportation companies (including pedicabs)**
 - Archipelago/Peratrovich Lot (Scott)
 - C. Statter Harbor operations** (Jeremy/Matt)
 - Bus loading
 - Management of For Hire Floats
 - New passenger for hire fees
 - Auke Bay Marine Station
 - Auke Bay Wakes
- V. TBMP/Visitor Industry Task Force/Whale Sense** (Kirby)
- VI. Good of the Order** (Carl)
- VII. Next Meeting** – April 2022

PORT ENGINEER'S PROJECT STATUS REPORT

Erich Schaal, P.E., Port Engineer

Project	Status	Schedule	Contractor	Notes
Statter Master Plan Phase III				
Phase III A - Dredging, Blasting, Soil Compaction				
Army Corps of Engineers Permit	Complete		PND	
Incidental Harassment Authorization	Complete		PND	
Eagle Permit	Complete		PND	
CBJ Building Permit	Complete		Staff	
Construction Bid	Complete	July 16, 2019	PPM	
D&H Board Approval of Bid	Complete	July 17, 2019		
Assembly Approval of Bid	Complete	July 22 2019		
Construction	Complete	October 1, 2019	PPM	
Substantial Completion	Complete	May 29, 2020		
Dredge Basin Clean Up	Complete	September 26th & 27th		Dredging Complete
Final Completion	Complete	September 30th		
Project Close Out	Complete			Project closed out
Phase III B - Retaining Wall, Float Installation				
Army Corps of Engineers Permit	Complete		PND	
Incidental Harassment Authorization	Complete		PND	
Eagle Permit	Complete		Staff	
Design - Bid Documents	Complete		PND	
CBJ Building Permit	Complete		Staff	
Bid/Contract	Complete		TCC	Trucano Construction
D&H Board Approval of Bid	Complete			
Assembly Approval of Bid	Complete	4/27/2020		
Construction	Complete		TCC	
Substantial Completion	Complete	June 2, 2021		
Final Completion	Complete	June 6, 2021		
Project Close Out	In Progress			Project close out in progress
Phase III C - Uplands, Restrooms				
Eagle Permit	In Progress		Staff	
Design - Bid Documents	Hold		PND	
CBJ Building Permit	Hold		Staff	
Construction Bid	Hold		TBB	
Construction	Hold	TBD	TBD	

PORT ENGINEER'S PROJECT STATUS REPORT

Erich Schaal, P.E., Port Engineer

Pre-Bid Conference	Hold			
D&H Board Approval of Bid	Hold			
Assembly Approval of Bid	Hold			
Substantial Completion	Hold	TBD		
Final Completion	Hold	TBD		
Downtown Waterfront Improvements				
Phase I - Deck Over				
Geotech Report	Complete		PND	
Materials Procurement	Complete	June 15, 2019	Island Const.	
Army Corps of Engineers Permit	Complete		PND	
Incidental Harassment Authorization	Complete		PND	Seals only, new reduced zone size
Bid Opening	Complete	July 2, 2019	Staff	
D&H Board Approval	Complete	July 3, 2019		
Assembly Approval	Complete	July 8, 2019		
Early Entry by Archipelago Property LLC	Canceled	June 1, 2020		Archipelago Project On Hold
Substantial Completion	Complete	December 12, 2020		
Final Completion	Complete	April 15, 2021		Project Complete
Phase II - Visitor Waiting Area and Restrooms				
Design - Bid Documents	Hold	TBD	PND	Working to 65% Plans with cost est
CBJ Building Permit	Hold		Staff	
Construction Bid	Hold		TBD	
D&H Board Approval	Hold			
Assembly Approval	Hold			
Phase II Construction	Hold			
Substantial Completion	Hold			
Final Completion	Hold			
Aurora - Harris Harbors Dredging - ACOE				
Breakwater Repairs	Complete	May 2020	ACOE	Western Marine Construction
Dredging Activity	Complete	April & May 2021	ACOE	Aurora dredging underway, complete May 15th
Public Outreach	Complete		Western	Project info on D&H website
Small Cruise Ship Infrastructure Study				
Fee Negotiations	Complete		PND	
Data Collection/Market Study	Complete		PND	
Planning/Conceptual Layout	Complete		PND	
Presentation to Board	Complete		PND	
Receive Comments from Board	Complete		Staff	

PORT ENGINEER'S PROJECT STATUS REPORT

Erich Schaal, P.E., Port Engineer

Public Outreach	Complete		PND	
Final Report	Complete	Jan 2021	PND	
Final Presentation to Assembly	Complete	Feb 2021	PND	Study Complete
Large Berth Shore Power Design				
RFP Creation	Complete	May 19, 2020		RFP issued
Consultant Selection	Complete			Haight & Assoc Selected
Fee Negotiations	Complete			
Project Kick Off Meeting	Complete			
Stake Holder Interviews	Complete		H&A	
RAISE Grant 2021 Applications	Complete			Grant successfully submitted
Draft Report	In Progress		H&A	
Presentation to Assembly	In Progress		H&A	Nov 1 Assembly COW Mtg
Final Report	In Progress	November 2021	H&A	
Grant 2021 Applications				
Cruise Berth Electrification	Complete	Due July 12, 2021	H&A	Grant successfully submitted
Small Cruise Ship Infrastructure Study	Complete	Due July 12, 2021	PND	Grant successfully submitted
Fishermans Terminal Planning Grant	Complete	Due July 12, 2021	Staff	Grant successfully submitted
PDIP Fisheries Terminal Grant	Complete	Due July 30, 2021	Staff	Grant successfully submitted
Alaska DOT Harbor Matching Grant	Complete	Due Aug 16, 2021	Staff	Grant successfully submitted
Statter Breakwater Chain Repair No. 2				
RFP Creation	Complete			Plan set done, working on scope
Contractor Selected	Complete			
Construction	Complete			Kenter links ordered
Project Kick Off Meeting	Complete			
Construction Complete	Complete			Completed as part of SHI III(B)
Marine Park Deckover				
95% Design Review	Complete			
100% Design and Specs	Complete			
Bid Project	Hold			Waiting on MPF
Taku Seawalk Releveling Project				
65% Design Review	Complete			
95% Design	Complete			
100% Design and Specs	Complete			
Bid Project	In Progress		Staff	Advertisers Sept 7th, Bids open Sept 28th
D&H Board Approval	Hold			Wednesday, October 20, 2021
Asseby Approval	Hold			Monday, October 25, 2021

PORT ENGINEER'S PROJECT STATUS REPORT

Erich Schaal, P.E., Port Engineer

Construction	Hold			
Substantial Completion	Hold			Friday, December 31, 2021
Final Completion	Hold			Monday, January 31, 2022
Aurora Harbor Re-Build - Phase III				
Phase IIIA - Demolition				
D&H Staff and Trucano	Complete		D&H	Demo is complete
Phase IIIB - Dredging				
Army Corps of Engineers	Complete	Winter/Spring 2020/2021	ACOE	Dredging complete
Phase IIIC - Float Installation				
ADOT Grant Application	Complete	Aug 16, 2021	Staff	Gov veto requires resubmission of Harbor Grant
Design	Hold			
Auke Bay Marine Station				
Annual Report	March		Staff	2020 Report Submitted
Subdivision	In Progress		Staff	In review by Community Development Dept.
Shared Costs with UAS	In Progress		Staff	Awaiting UA response to Amendment #1
Harris Harbor Anodes				
Anode Design	Complete		Staff	Design in Progress
Anode Bid	Complete		Staff	Global Diving Apparent Low Bidder
Contract Award	Complete		Staff	
Grant Acceptance	Complete		Staff	Working through Assembly process
Pre-Construction Meeting	Complete	June 28th, 2021	Staff	
Construction	In Progress	End of Sept	Global/Staff	Anodes are delayed due to covid
Douglas Harbor Anodes				
Anode Design	Complete		PND	
Construction	Complete			Jun-2020
Substantial Completion	Complete	June 5, 2020		Complete
Final Completion	Complete	July 30, 2020		Project Complete
Sewage Pump-Out Improvements				
Statter Pump Upgrade	Complete		Staff	Part of SHI III(B)
Harris Pump Replacement	Complete	Aug 27, 2021	Staff	
Douglas Launch Ramp Light Project				
Design	Complete		Staff	
RFP	Hold		Staff	Awaiting funding
Building Permit	Hold		Staff	
Construction	Hold		Staff	

PORT ENGINEER'S PROJECT STATUS REPORT

Erich Schaal, P.E., Port Engineer

D&H Managed Lands - Surveys				
ASLS 2013-15 - Uplands at Tee Harbor	Hold	2021	TBD	
ATS 1682 -DIPAC-Channel Construction	In Progress	2020	PDC	Field work complete, drafting plat
ATS 1693-DIPAC Wayside Park	In Progress	2020	PDC	Field work complete, drafting plat
ATS 1694-Tee Harbor Submerged Lands	Hold	2021	TBD	
ATS 1692 - N Douglas Boat Ramp	Complete		PDC	Complete
ATS 1690-Indian Cove	Complete		PDC	Complete
S. Franklin Dock Tidelands	In Progress		Staff	Awaiting DNR survey instructions
Wayside Park Float				
Dredging as Float Grounds Out	Hold			Awaiting Funding
N. Douglas Boat Launch Expansion Study				
Conceptual Design	Complete		PND	Awaiting Board direction
Dockside Safety Guardrail				
Design	Hold			Awaiting funding - Passenger Fees FY22
Bid Opening	Hold			
Board Approval	Hold			
Assembly Approval	Hold			
Construction	Hold			
Harbor Security Upgrades				
Continued Project Development with Board	In Progress			New cameras in Aurora, Douglas and Harris Harbors
Statter Breakwater Deferred Maintenance				
Continued Project Development with Board	Hold			
Statter Breakwater Safety Improvements				
Phase II	Hold			Awaiting funding
Auke Bay Loading Facility - Phase II				
TIGER Grant Reporting - Annual	On-Going	Sept. 2020	Staff	Report for Boom Truck till 2033; SeaLift till 2044