

CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING AGENDA
For Thursday, October 29th, 2020

5:00 p.m.

Zoom Meeting

<https://juneau.zoom.us/j/96586257744?pwd=WERBK2hZa3JoODVsU29aR1NlckJ0Zz09>

or Via Phone (253) 215-8782

Meeting ID: 965 8625 7744

Passcode: 849572

- I. Call to Order** (5:00 p.m. via Zoom)
- II. Roll** (James Becker, Chris Dimond, Steven Guignon, James Houck, David Larkin, Mark Ridgway, Annette Smith, Bob Wostmann, and Don Etheridge)
- III. Approval of Agenda**

MOTION: TO APPROVE THE AGENDA AS PRESENTED.
- IV. Approval of September 24th, 2020 Board minutes.**
- V. Public Participation on Non-Agenda Items** (not to exceed five minutes per person, or twenty minutes total time).
- VI. Special Order of Business**
- VII. Consent Agenda –**
 - A. Public Requests for Consent Agenda Changes
 - B. Board Members Requests for Consent Agenda Changes
 - C. Items for Action

- 1. Board CY2021 Calendar
Presentation by the Port Director

MOTION: TO ADOPT THE CY2021 DOCKS & HARBORS CALENDAR AS PROPOSED.

MOTION: TO APPROVE THE CONSENT AGENDA AS PRESENTED

VIII. Unfinished Business –

- 1. Ordinance Update – CBJ 72.10.140 Use of Skateboards, roller skates, roller blades and similar devices restricted.
Presentation by the Port Director

Committee Discussion

Public Comment

Committee Discussion/Action

MOTION: TBD

IX. New Business –

1. Transfer of Auke Bay Boatyard Lease
Presentation by the Port Director

Committee Questions

Public Comment

Committee Discussion/Action

**MOTION: TO APPROVE THE AUKE BAY BOAT LEASE ASSIGNMENT
FROM HARRI COMMERCIAL MARINE TO KARL'S AUTO-MARINE.**

2. A Resolution in Support of the Alaska Harbor Facility Grant Program
Presentation by the Port Director

Committee Questions

Public Comment

Committee Discussion/Action

**MOTION: THAT CITY & BOROUGH OF JUNEAU ASSEMBLY URGE FULL
FUNDING IN THE AMOUNT OF \$14,049,988 FOR THE STATE OF ALASKA
MUNICIPAL HARBOR FACILITY GRANT PROGRAM IN THE FY 2022
STATE CAPITAL BUDGET.**

3. Regulation Update 05 CBJAC 20.044 - Active fishing vessel discount at Statter
Harbor
Presentation by the Port Director

Committee Questions

Public Comment

Committee Discussion/Action

**MOTION: TO PURSUE A REGULATION CHANGE TO ACKNOWLEDGE
STATTER HARBOR COMMERCIAL FISHING VESSELS ARE ENTITLED TO
DOWNTOWN HARBOR DISCOUNTS.**

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

Committee Questions

Public Comment

Committee Discussion/Action

**MOTION: NOT TO PURSUE ANY CHANGES TO THE STATTER HARBOR
PASSENGER FOR HIRE FEE FOR CY2021.**

X. Items for Information/Discussion

1. UA/UAS Lease Agreement – Juneau Fishermen’s Terminal
Presentation by the Port Director

Committee Discussion/Public Comment

2. Capital Improvement Plan (CIP) and Harbor Enterprise Funds
Presentation by the Port Director

Committee Discussion/Public Comment

3. Protected Species Observer – Permit Requirements for In-Water Construction Work
Presentation by Senior PSO Daniel Michrowski

Committee Discussion/Public Comment

XI. Committee and Member Reports

1. Operations/Planning Committee Meeting- Wednesday, October 21st, 2020.
2. Member Reports
3. Assembly Lands Committee Liaison Report
4. Auke Bay Steering Committee 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. Ops/Planning Committee Meeting – Thursday, November 12th at 5:00pm
- b. Board Meeting – Thursday, November 19th at 5:00pm
- c. Finance Sub-Committee Meeting Scheduling

XVII. Adjournment

CBJ DOCKS AND HARBORS BOARD
REGULAR BOARD MEETING MINUTES
For Thursday, September 24th, 2020

I. Call to Order

Mr. Etheridge called the Regular Board Meeting to order at 5:03 pm in the Port Director's Office via Zoom.

II. Roll Call

The following members were present via zoom or in person: James Becker(in person), Chris Dimond, James Houck, David Larkin, Mark Ridgway(in person), Annette Smith, Bob Wostmann, and Don Etheridge (in person).

Absent: Steve Guignon

Also present at the Port Directors Office were the following: Carl Uchytel-Port Director, Erich Schaal- Port Engineer, Matt Creswell – 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 30th, 2020 Regular Board Minutes.

Minutes were approved as presented.

V. Public Participation on Non-Agenda Items – None

VI. Consent Agenda – None

VII. Unfinished Business – None

VIII. New Business –

1. Ordinance Update – Relating to the Use of Skateboards, Roller Skates, In-Line Skates and Similar Devices.

Mr. Uchytel said on page eight in the packet is a memo that staff is bringing forward for guidance regarding an ordinance change to give oversight to CBJ enforcement officials including JPD, Harbor Officers and some members of Parks & Recreation that have the ability to write tickets. This would recognize the new infrastructure seaward of South Franklin Street and south of the Downtown Parking Garage to the Taku Dock, which would allow us to regulate the activity of skateboards, roller skates, roller blades, and similar devices. Primarily the issue before staff is we have seen some skateboarders using our facility recklessly and used some of the concrete seats as a skateboarding apparatus that have damaged the concrete and often times skateboarders will put wax on their board, which renders the seats unusable. A concern is that the new archipelago bus

staging lot will be a large area and it could be an attractant nuisance for skateboarders. Staff recommends amending the ordinance through the Assembly to include this new area. This will be the public side from the library (area already covered in the current ordinance), the CT lot, the Taku lot, and the area by the Tram. He said he is looking for guidance from the Board if this is worth pursuing. If it is, he will go back and work on an amendment to the ordinance language and bring it back at a future meeting.

Board Questions

Mr. Becker said his concern is who is responsible for enforcement?

Mr. Uchytel said Harbor officer, JPD, and Parks & Recreation Park Rangers.

Mr. Creswell said Harbor Officers, Parks & Recreation Community Services, JPD or anyone with a CBJ 72.01.070(d)(5) enforcement appointment from the City Manager.

Mr. Ridgway asked if this is really just expanding property for enforcement? Is there a graphic that shows all the areas we want to expand?

Mr. Uchytel said the area is from the Library down to the Twisted Fish.

Mr. Ridgway asked if staff is just looking for the bad actors?

Mr. Uchytel said yes.

Ms. Smith commented that Docks & Harbors already has a code of conduct that covers a broad spectrum of patrons. Do we need to add this upland area or can it be covered under our existing code of conduct?

Mr. Uchytel said the intent of the Harbor code of conduct is for small boat harbor patrons and not for pedestrians.

Mr. Etheridge said JPD does not enforce the Harbor code of conduct but they would on this ordinance.

Mr. Larkin asked if Docks & Harbors had to extend any money in repairs yet?

Mr. Creswell said yes, in 2016 and 2017 staff installed skate stoppers on concreted walls and benches. Several times the first summer they were beaten off with steel pipes and chunks of concrete was also beaten out. Staff has repaired the concrete and the skate stoppers. We have also had damage to the tables mounted in concrete in front of the Port Field Office.

Mr. Ridgway commented that there is an acknowledgment that not all skateboarders are bad actors. He asked staff if there is any consideration to put something for skateboarders to use off to the side with a sign that states, "this can only be used when other people are not around". Should this be considered?

Mr. Uchytel said Page 11 in the packet is the code ordinance already in place and staff would just add locations to the ordinance with the use of skateboarding in these areas is

prohibited. It does not talk specifics on bad actors but that the use of skateboards is prohibited.

Mr. Becker asked if this would go to the Assembly after Board approval?

Mr. Etheridge said yes.

Mr. Becker said he would like to talk to skateboarders in the community to find out if there was an area set aside to use they would only use that area.

Mr. Dimond suggested in future projects there can be a engineered pieces built into the construction in curbs and benches so they can be used by skateboarders and not be damaged.

Mr. Wostmann agreed with Mr. Becker that it would be useful to get feedback from the skateboarding community.

Mr. Ridgway said he knows there is a longboarding group but does not know them personally. Public involvement would be good but regardless of the public process, we would still get skateboards. He supports moving this forward as is because it is clear it was already approved by the Assembly and adding the other areas should go through the Assembly as well.

Public Comment

Martin Stepetin – Juneau, AK

Mr. Stepetin said he can attest D&H has a real problem with this issue. The Harbor Officers have needed to run down skateboarders and tell them to leave. Now the Harbors crew is far away from where the skateboarders are and they are not able to scare them away during the season. There is very little oversight during the off-season. If this area is expanded, the Assembly will want a solution. If there is no space for the skateboarders, they will just do what they want. He would hate to see all the downtown equipment messed up from the skateboarders.

Paul Swanson, Juneau, AK

Mr. Swanson asked if we could post a fine of so much that they have to pay if they are caught in this area instead of just running them off?

Mr. Etheridge said skateboarders could be ticketed under this City ordinance.

Mr. Ridgway said he has no problem with the way this ordinance is written.

Ms. Smith said she supports this, but are there cameras downtown? If tickets can be written, can the cost of the ticket include the damage that was done?

Mr. Etheridge said there are cameras. The ticket is just for violating the ordinance and once that is established then we can go back for damages.

Mr. Creswell said JPD has come down and can go after the individual who did vandalism.

Committee Discussion/Action

MOTION By MR. RIDGWAY: TO DIRECT STAFF TO PURSUE DEVELOPING ORDINANCE CHANGE TO PROVIDE GREATER OVERSIGHT OF SKATEBOARDS, ROLLER SKATES, IN-LINE SKATES AND SIMILAR DEVICE ACTIVITY ON CBJ WATERFRONT PROPERTIES AND ASK UNANIMOUS CONSENT.

Motion passed with no objection

IX. Items for Information/Discussion

1. Results of FY2020 US DOT BUILD Grants

Mr. Schaal said staff received notification that Docks & Harbors was not successful on all three applications. The only successful application from Alaska was the Anchorage Ted Stevens Airport cold storage facility project for \$21M. The Juneau fisheries application was refreshed and the highest ranked of our three proposals. The ask was for \$25M, which is the maximum amount to ask for without a match, but it was not successful. One thing staff noticed about the selected projects within the BUILD program was that the projects selected were in the swing states and the projects chosen already had substantial match money. Mr. Schaal said the link in the packet shows where in the nation the projects were located broken down by rural and urban. Staff will just need to continue to submit and also work on funding to be able to bring a match to the table.

Board Discussion/Public Comment

Mr. Becker asked how many years has this been submitted?

Mr. Schaal said he believes this is the third year.

Mr. Ridgway said he could not get the link to work. He asked Mr. Schaal to send it out again. He asked what suggestions were given on what to do better on future applications to improve our chances?

Mr. Schaal said we have in the past sat down with someone from the review committee that provides pointers for future application and staff can set up another appointment for that meeting. One of the things staff did with this last submittal was to take their advice to strengthen the application with making a case in the very beginning pitch. Staff tried with this new proposal to show why this was a good proposal but the Juneau Fisheries was the only one updated and staff can look into refreshing all three for next year. Mr. Schaal said he liked what the Fisherman's proposal looked like; it was fresh and visibly inviting. Having match money also helps in the rankings.

Mr. Becker asked if it was just staff that sat down with the reviewers? If that is correct, maybe someone from the industry or other sources need to sit down also to support our argument.

Mr. Uchtyl said we were told that our application did make it to Secretary Chao's desk. This is one of those years that Alaska only gets one project. Staff will keep trying and pushing. The guidance he was given is when the notice comes out make sure to hit every point as detailed as possible. Harbor projects are not being selected in the BUILD program. He said for the rural projects, there can be an ask for up to \$25M without a match and that is what staff did. He feels Docks & Harbors is getting closer every year.

Mr. Ridgway asked if it is appropriate from the Board to thank the Senator for his involvement in pushing this to the Secretary's level. Is the lobbying effort with our congressional representation coordinated with CBJ's own lobbyist? He asked if the thank you should come from Mayor Weldon or Mr. Watt?

Mr. Uchtyl said the City has two lobbyist. There is the Federal lobbyist in D.C. and Kevin Jardell is the State lobbyist. Docks & Harbors does not have our own lobbyist. He said the Board could engage however they see fit.

Mr. Ridgway suggested Mr. Uchtyl draft a letter to the congressional people that were helpful.

Mr. Uchtyl said the Federal lobbyist did receive letters in support of our projects from the Federal delegation.

Public Comment

Dennis Watson

Mr. Watson said he likes the suggestion to reach out with thank you letters so they know we appreciate them. He said he also knows that many communities turn in the same application year after year and the same people that are reviewing the applications are there year after year. He said he encourages not sending the same application or making it look different from the previous years.

2. Regional Moorage Rates

Mr. Uchtyl said on page 15 in the packet is research on moorage rates. In 2015, we finished a fee review process. This is the first time since then that we are looking at the fees again. The daily rate is at \$.58 per day per foot and this is at the lower end of our pier group. The monthly rate for Juneau is a single rate per foot. Juneau is the least expensive throughout. Juneau also offers a 10% discount for annual in advance and 5% for six months in advance. Juneau is on the lower side of the fees. This was put together for the Finance Sub-Committee meeting and they are reviewing fees for the new for hire floats at Statter Harbor. He asked if the fees being charged are fair and equitable for 2021 and moving forward?

Board Discussion/Public Comment

Mr. Becker commented that Juneau fees are straight forward, but other Harbors change their fees based on different size vessels.

Mr. Etheridge said this is another thing with the reasoning, “because this is how it has always been done in Juneau”.

Ms. Smith asked if staff knows how our rates are compared to local harbors?

Mr. Uchytel said no.

Mr. Ridgway asked what the liveaboard rate is?

Mr. Uchytel said \$69 per month for four people and \$25 per each additional person.

Mr. Ridgway asked Mr. Uchytel to describe what the extra benefits and services are at the downtown harbors versus Auke Bay?

Mr. Uchytel said it used to be bathrooms and showers, but we now have bathrooms with showers at Harris Harbor. When we purchased Deharts we kept the rates at Deharts and that is why we have a different fee rate at Auke Bay and also the demand is for Auke Bay. There are 87 vessels on the waitlist for Auke Bay and only six for downtown.

Mr. Etheridge said this was discussed in the fee review that the reason for the increase in fees is because of the demand in Auke Bay.

Mr. Wostmann said he recalls that the rate structure is for the desirability and it is a market driven price. There is a far more demand for Statter Harbor than downtown.

Mr. Ridgway asked if liveaboards are equally distributed in Statter Harbor and the downtown Harbors?

Mr. Creswell said he does not have the numbers but there were higher numbers downtown. He said the C and D floats in Statter do not have water.

Public Comment

Dennis Watson

Mr. Watson said he was paying less in the old Deharts Marina than Fisherman’s Bend but at that time, Fisherman’s Bend was in much better shape. Shortly after the Harbor purchased Deharts, they promptly raised the rates. The quote from previous harbor staff was that “somebody has to pay for the increase in price”. It had nothing to do with competition but the extra cost of finance. He commented that regardless of being more desirable, the downtown has the same facilities. There are other harbors that have far superior facilities than Auke Bay. When looking at rates, he suggested to look at the down south facilities that are open year around and have secure docks. He said having a two-tiered set of rates is unfair to the citizens of Juneau.

3. Code of Conduct

Mr. Uchytel said last week at the Operations meeting there was discussion on the code of conduct. In the discussion on the code of conduct, not every board member was able to participate in the discussion. Last week some of the discussion involved banning someone because you do not like them, which would be very difficult. It is even difficult to ban someone if they have a criminal record. It is a little easier if there was direct assault with a harbor employee or patron. There is not a lot of teeth in the Harbor Code of Conduct. He said he likes the Hospital's Patient Rights and Responsibility pamphlet. He said staff might work over the winter on a segway from the harbor code of conduct to Harbor Patrons Rights and Responsibility statement. This may be a more positive document to produce.

Board Discussion/Public Comment

Ms. Smith said she agrees that it does not matter if we do not like someone or have a criminal record. She said they should be banned from the Harbor based on their current behavior and not something they did in the past. She said she would personally always support Harbor staff if a person is being banned from the Harbor based on their behavior and their behavior expectations are clearly defined in the code of conduct.

Mr. Ridgway said he thinks it is a great idea to work on the Harbors rights and responsibility statement. Mr. Becker and Mr. Etheridge agreed.

X. Committee and Member Reports

1. Operations/Planning Committee Meeting – Wednesday, September 16th
Mr. Ridgway said several items that the Committee discussed was talked about tonight but most of the discussion went toward the code of conduct.
2. Finance Sub-Committee meeting – Thursday, September 17th
Mr. Wostmann said this Committee met twice. On August 7th the Committee mostly focused on orientation and looked at financial reports and rates. At the September 17th meeting, the Committee specifically focused on the Statter Harbor for-hire rates. The Committee plans to meet again in mid-October. There was discussion on how to set the rates. They want to know what the capital investment is so they have some numbers to use to make a recommendation to the Board. There was a sense of the sub-committee that next year there will not be a justification to go up to the full rates for the for-hire floats because we may likely still be dealing with the pandemic and many of the companies will be struggling to recover from their lost revenue from this year. He said there might be a plan A for this next season and plan B for the following season. He said Docks & Harbors needs to set the rates soon so the companies can plan for the rate adjustment.
3. Visitor Industry Task Force DRAFT Recommendation Special Committee – September 21st
Mr. Etheridge said the Committee had two meeting. At both meetings, the Committee went through the document and recommended changes. He said Mr. Uchytel will draft language from the recommendations and it will be reviewed at another VITF meeting and then send it to the Board for their review.

4. Member Reports –

Mr. Ridgway said there was a small discussion about what the Harbor is going to do with the North end of Aurora with no plans or money. He said he has some ideas on how to put this together with trying to continue down the road of making our Harbors safer and better. He said he spoke with liveaboards discussing the idea of having a secure area of the Harbor with additional expense and there was some interest. He is looking into a high-end neighborhood at the north end of Aurora.

5. Assembly Lands Committee Liaison Report – Mr. Dimond said nothing to report.

6. Auke Bay Steering Committee Liaison Report – Mr. Wostmann said nothing to report.

7. South Douglas/West Juneau Plan Liaison Report

Ms. Smith said she was given an overview. There probably will not be much going on until after there is relief from COVID.

XI. Port Engineer's Report

Mr. Schaal reported;

- The Downtown Archipelago project is going well and they completed all the major concrete deck pours. They have the driveway entrance and asphalt along south Franklin to pour. The electricians have been working very hard and it is all coming together. The seawalk will be closed off for about a month and a half to address the grade issues to have the plaza flow with the seawalk.
- Statter Harbor III(a) Dredging project. PPM had left over material from the excavation phase of the shore based excavators could not reach. They have partnered with Western Marine Construction and will do two days of cleanup work for PPM.
- Statter Harbor III(b) is the construction of the concrete block wall and the installation of the new floats, gangway and water. The Subcontractor on this project is Coogan Construction and they will begin around October 1st to start the wall fabrication and construction. This work is tide dependent. Trucano will start installing floats around the first of the year with completion around the end of April 2021.
- Staff is gearing up for Army Corp dredging project affecting Harris and Aurora. The demolition of the floats in Aurora has been done in house by staff. Harris will also be impacted due to vessel's needing to move so that the large barge equipment will fit in the small basin. The dredging will begin at the end of October in Harris and begin early 2021 in Aurora.
- Staff sent out a request for quotes for the Statter Breakwater. The float system on the breakwater is held with dozens of anchors with very large chain. One of the chains has broken at the breakwater and fallen to the bottom and has caused a dogleg in the breakwater. Staff is not comfortable to go through the winter with this broken chain. The project would be, get the chain, splice it into the chain weld that exists, and get well protected for the winter. We should receive quotes next week.

Mr. Becker asked if the plan is to replace the chain and assume it will work the second time?

Mr. Schaal said the chain failed because of its age. He believes the problem is abrasion and corrosion right at the water line. This is about a 35 years old chain. The project is to fix this chain and get us more raw material in case there is another chain failure. The trouble is this failure point of this chain would require a crane to inspect. There are 40 chains at 350 to 400 feet long. We will be ready to address future failures but Statter Harbor is a preventative maintenance concern because of its age and design.

Mr. Ridgway asked if when the Army did the diving at the Breakwater, did that just give a base line?

Mr. Schaal said it was a good inspection but you cannot see inside the structure and that is where the chain failed. Not every chain was inspected because that would have taken weeks to complete.

Ms. Smith asked if the seawalk closure will have published dates of closure and staff will put it on Docks & Harbors Face Book page so the public will be aware of the closure.

Mr. Schaal said yes, it will be posted on our page as well as the City page. We are waiting until we receive the specific start dates. There will also be detour signs directing around the closed area.

Mr. Houck said typically the chains wear uniformly across the structure. Where it failed on this one structure, it will also fail in the other four to six connection points the next time it gets a beating.

XII. Harbormaster's Report

Mr. Creswell reported:

- North Aurora project demo being done in house with seasonal staff is progressing well and we are 60% complete. All floats are being towed to the cove at the Yacht Club and when the tide is right they are taken out of the water and hauled to the yacht club but the birds made a huge mess from eating the muscles off the floats. Harbor staff is cleaning the Yacht Club area and staff will continue to clean until this project is completed. AJC is hauling the floats to the dump.
- Staff is working hard to find space for the boats that have to move out of Harris Harbors for the dredging. It is a struggle this year because of all the boats that had to move from the North end of Aurora.
- Lumberman is still awaiting its destiny. Staff is hopeful we should see EPA approval early next week.
- Staff will advertise when North Douglas floats will come out. It is scheduled to be removed sometime between October 12th and October 16th. It will be based on the tide and weather.
- The nail map has been completed again on the seawalk.

- The season is winding down and this has been a great success all summer, the cleaning of the lumberman, the recovering of the CT and AS floats, and now the North Aurora demo.
- Staff will next be preparing for winter snow removal and sanding.

Mr. Etheridge asked how many boats were impounded from the North end of Aurora?

Mr. Creswell said he is unsure.

XIII. Port Director's Report –

Mr. Uchytel read a thank you letter from Eric Wiseman for Harbor staff.

XIV. Assembly Liaison Report – None.

XV. Board Administrative Matters

- Ops/Planning Committee Meeting – Wednesday, October 21st at 5:00 pm
- Board Meeting – Thursday, October 29th at 5:00 pm
- Finance Sub-Committee Meeting Scheduling – TBD

Mr. Uchytel said he would send out a doodle poll for VITF and the Finance Sub-Committee meetings tomorrow.

XVI. Adjournment - The meeting was adjourned at 6:34 p.m.

2021 CBJ Docks & Harbors OPS & Board Meeting Schedules

January 2021

Wed	1/20/2021	OPS/Planning Committee	5:00pm-7:00pm
Thu	1/28/2021	Regular Board Meeting	5:00pm-7:00pm

February 2021

Wed	2/17/2021	OPS/Planning Committee	5:00pm-7:00pm
Thu	2/25/2021	Regular Board Meeting	5:00pm-7:00pm

March 2021

Wed	3/17/2021	OPS/Planning Committee	5:00pm-7:00pm
Thu	3/25/2021	Regular Board Meeting	5:00pm-7:00pm

April 2021

Wed	4/21/2021	OPS/Planning Committee	5:00pm-7:00pm
Thu	4/29/2021	Regular Board Meeting	5:00pm-7:00pm

May 2021

Wed	5/19/2021	OPS/Planning Committee	5:00pm-7:00pm
Thu	5/27/2021	Regular Board Meeting	5:00pm-7:00pm

June 2021

Wed	6/16/2021	OPS/Planning Committee	5:00pm-7:00pm
Thu	6/24/2021	Regular Board Meeting	5:00pm-7:00pm

July 2021

Wed	7/21/2021	OPS/Planning Committee	5:00pm-7:00pm
Thu	7/29/2021	Regular Board Meeting	5:00pm-7:00pm

August 2021

Wed	8/18/2021	OPS/Planning Committee	5:00pm-7:00pm
Thu	8/26/2021	Regular Board Meeting	5:00pm-7:00pm

September 2021

Wed	9/15/2021	OPS/Planning Committee	5:00pm-7:00pm
Thu	9/23/2021	Regular Board Meeting	5:00pm-7:00pm

October 2021

Wed	10/20/2021	OPS/Planning Committee	5:00pm-7:00pm
Thu	10/28/2021	Regular Board Meeting	5:00pm-7:00pm

November 2021

Wed	11/10/2021	OPS/Planning Committee	5:00pm-7:00pm
Thu	11/18/2021	Regular Board Meeting	5:00pm-7:00pm

December 2021

Wed	12/8/2021	OPS/Planning Committee	5:00pm-7:00pm
Thu	12/16/2021	Regular Board Meeting	5:00pm-7:00pm

2021

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	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				
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	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 - Ashley
 Board/
 Finance Sub – Teena



Harri Plumbing & Heating, Inc.
809 West 12th Street
Juneau, Alaska 99801
t: 907.586.3190
f: 907.586.4129

October 17, 2020

Carl Uchytel, Port Director
Port of Juneau
155 S Seward Street
Juneau, AK 99801

Mr Uchytel:

Please accept this notice of our intent to transfer our lease at the ABLF boatyard to Karl's Auto & Marine. We would appreciate it if you could add this to the agenda of the next Operations Committee meeting so we can present our operational plan.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jeff Duvernay', with a long horizontal flourish extending to the right.

Jeff Duvernay, President
Harri Plumbing & Heating, Inc.



Juneau Recording District

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

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

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

Return to

CBJ:

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

Lessee:

Harri Plumbing & Heating Inc.
Attn: Jeffrey J. Duvernay
809 W. 12th St
Juneau, AK 99801
Phone: 907-586-3190
Fax : 907-586-4129
email: jeff@harriplumbing.com

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

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

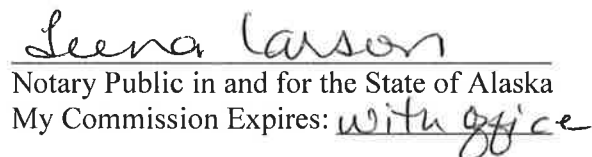
If in conflict, the order of precedence shall be: this document, Appendix A, B, and then C.

Date: 12/31/2018

By: 
Carl Uchytel
CBJ Port Director

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

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



Risk Management Review: Jonathan Mann 12/21/10 Risk Manager

Approved as to Form: Verena Beyer 12/21/10 Law Department

**APPENDIX A:
PROPERTY DESCRIPTION & ADDITIONAL LEASE PROVISIONS**

1. DESCRIPTION OF PROPERTY

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

- (A) A 0.83 acre (36,155 sf) portion of A.T.S. No. 1685 whose lease boundaries are demarcated by a row of Jersey barriers, the edge of asphalt pavement, and the inside edge of landscaping feature, as shown in Exhibit A attached hereto and incorporated in this lease.
- (B) The equipment and physical improvements listed on Exhibit B attached hereto and incorporated in this lease.

2. AUTHORITY. This lease is authorized pursuant CBJ Code Section 85.02.060(a)(5), CBJ Chapter 53.20; and CBJ Ordinance No. 2018-48. The Planning Commission recommended approval CSP 2014-0025, consistent with CBJ 53.09.260, at its meeting on February 10th, 2015. At its meeting on August 30th, 2018 the Docks and Harbors Board recommended approval of this lease.

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

The term of the lease is ten years and shall remain in effect until April 9, 2028, unless sooner terminated.

The CBJ grants the Lessee an option to renew this lease for one additional ten-year term, with a maximum total term of 20 years. Lessee shall exercise this option by written notice given to the CBJ at least 90 days prior to expiration of the underlying lease term.

4. LEASE PAYMENTS

- a) Lessee shall pay the CBJ an annual lease payment for the Leased Premises. The annual payment for the initial five-year period shall be \$ 36,000 (thirty-six thousand dollars) plus any required tax.
- b) Lessee shall pay CBJ without demand, deduction or offset the monthly rental in advance or on the first (1st) day of each month during the Agreement. Payments for any partial month at the beginning or end of the Agreement term shall be prorated.
- c) If applicable and beginning with the fifth year of the lease term, Docks and Harbors staff will re-evaluate and adjust the annual lease payment for the Leased Premises for the next



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

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

5. AUTHORIZED USE OF PREMISES. Lessee agrees to use the Leased Premises for operation of a boatyard service, repair, and storage facility, and marine haul-out, consistent with the Operations Plan submitted by Lessee to the CBJ as part of its proposal for this lease dated February 18th, 2018, and attached as Exhibit C. Lessee shall be responsible for obtaining all necessary permits and approvals for Lessee's development of the Leased Premises. Lessee is required to obtain approval of its construction plans from the CBJ Docks and Harbors Board prior to the start of any construction.

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

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

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

8. INSURANCE. The Lessee has provided certification of proper insurance coverage, including certificate(s) of insurance and amendatory endorsements or copies of the applicable policy language affecting coverage required in this agreement, to the City and Borough of Juneau, attached as Attachment 1. Failure of CBJ to demand such certificate or other evidence of full compliance with these insurance requirements or failure of CBJ to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of the Lessee to maintain the insurance required by this contract.

Lessee agrees, at its own expense, to maintain insurance as follows at all times while this contract is in effect, including during any periods of renewal. The Lessee's insurance shall be primary and any insurance maintained by the CBJ shall be non-contributory. Any deductibles and self-insured retentions must be declared to and approved by the CBJ. The CBJ may require the Lessee to provide proof of ability to pay losses and related investigations, claim



administration, and defend expenses within the retention.

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

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

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

Property Insurance. Lessee acknowledges that it is the Lessee's obligation to obtain adequate insurance for protection of Lessee's buildings, fixtures, or other improvements, or personal property located on the Premises, and adequate insurance to cover debris removal.



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

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

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

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

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

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

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

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



out in 05 CBJAC 50.050. The Board shall establish the lease rent adjustment based on this additional appraisal. In the event the Lessee disagrees with the lease rent adjustment, the lessee may appeal to the Assembly. The decision of the Assembly shall be final.

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

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

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

(f) **Cancellation and Forfeiture.**

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

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

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

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

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



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

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

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

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

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

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

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

(o) **Removal or Reversion of Improvement upon Termination of Lease.** Improvements owned by Lessee shall within sixty calendar days after the termination of the lease



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

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

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

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

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

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

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

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

(u) **Rights-of-Way.** CBJ expressly reserves the right to grant easements or rights-of-way across leased land if it is determined in the best interest of the CBJ to do so. If CBJ grants an easement or right-of-way across the leased land, Lessee shall be entitled to damages for all Lessee-owned improvements destroyed or damaged. Damages shall be limited to improvements



and crops only, and loss shall be determined by fair market value. Annual rentals may be adjusted to compensate Lessee for loss of use.

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

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

(x) **Maintenance of Equipment.** Lessee shall maintain all CBJ provided equipment noted in Exhibit B in sound working order. Lessee shall maintain the Sea-Lift Model 45 in accordance with KMI Sea-Lift/ Krause Manufacturing recommended annual maintenance plan. Lessee shall annually on July 1st provide CBJ with maintenance records of services provided.

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

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



APPENDIX C: STANDARD PROVISIONS

- (1) **Holding Over.** If Lessee holds over beyond the expiration of the term of this lease and the term has not been extended or renewed in writing, such holding over will be a tenancy from month-to-month only.
- (2) **Interest on Late Payments.** Should any installment of rent or other charges provided for under the terms of this lease not be paid when due, the same shall bear interest at the rate established by ordinance for late payments or at the rate of 12 percent per annum, if no rate has been set by ordinance.
- (3) **Taxes, Assessments, and Liens.** During the term of this lease, Lessee shall pay, in addition to the rents, all taxes, assessments, rates, charges, and utility bills for the Leased Premises and Lessee shall promptly pay or otherwise cause to be discharged, any claim resulting or likely to result in a lien, against the Leased Premises or the improvements placed thereon.
- (4) **Easements.** Lessee shall place no building or structure over any portion of the Leased Premises where the same has been set aside or reserved for easements.
- (5) **Encumbrance of Parcel.** Lessee shall not encumber or cloud CBJ's title to the Leased Premises or enter into any lease, easement, or other obligation of CBJ's title without the prior written consent of the CBJ; and any such act or omission, without the prior written consent of CBJ, shall be void against CBJ and may be considered a breach of this lease.
- (6) **Valid Existing Rights.** This lease is entered into and made subject to all existing rights, including easements, rights-of-way, reservations, or other interests in land in existence, on the date of execution of this lease.
- (7) **Non-Discrimination Laws.** Consistent with CBJ 41.05 and Title 18 of the Alaska Statutes, Chapter 80, Article 4 (Discriminatory Practices Prohibited), Lessee agrees not to discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, familial status, gender expression, or national origin, in connection with or related to the performance of this Agreement. In the event of Lessee's failure to comply any of the above non-discrimination covenants, CBJ shall have the right to terminate the lease.
- (8) **Unsafe Use.** Lessee shall not do anything in or upon the Leased Premises, nor bring or keep anything therein, which will unreasonably increase or tend to increase the risk of fire or cause a safety hazard to persons or obstruct or interfere with the rights of any other tenant(s) or in any way injure or annoy them or which violates or causes violation of any applicable health, fire, environmental or other regulation by any level of government.
- (9) **Hold Harmless.** Lessee agrees to defend, indemnify, and save CBJ, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to the use and occupancy of the Leased Premises by Lessee. This agreement to defend, indemnify, and hold harmless is without limitation as to the amount of fees, costs, expense, or

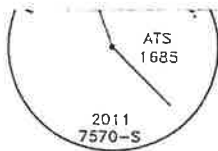


damages resulting from settlement, judgment or verdict, and includes the award of any costs and attorney's fees even if in excess of Alaska Civil Rules 79 or 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this lease. The obligations of Lessee arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify Lessee in a timely manner of the need for indemnification, but such notice is not a condition precedent to Lessee's obligations and may be waived where the Lessee has actual notice.

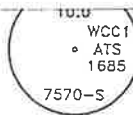
(10) **Successors.** This lease shall be binding on the successors, administrators, executors, heirs, and assigns of Lessee and CBJ.

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





PRIMARY MONUMENT



SECONDARY MONUMENT

3" DIA. ALUMINUM BERNSTEIN FEDERAL
A-1 MAGNETIZED CAP ON 2-1/2" DIA.
SHANK SET 24" IN GROUND

2" DIA. AL. CAP ON EXISTING
5/8" DIA. x 30" RE-BAR
SET 28" IN GROUND

SOURCE: NOAA
JAN. 7, 2010
DECLINATION
21°15'E
CHANGING BY
0°19'W/YEAR

Exhibit A

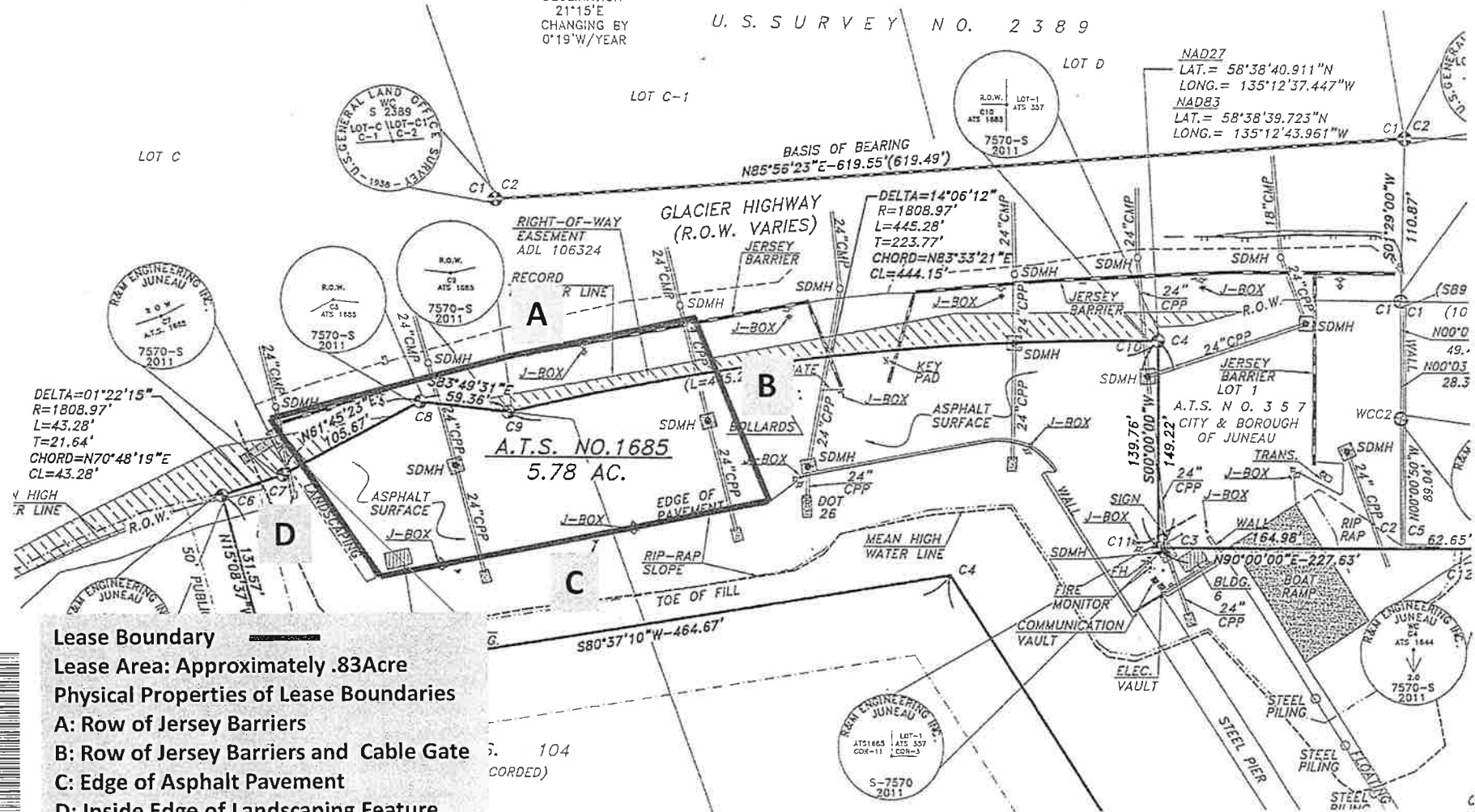
Page 1 of 2

M.H.H.W.	16.30'
M.H.W.	15.34'
M.S.L.	8.56'
M.L.W.	1.60'
M.L.L.W.	0.00'

THE CITY AND
BOROUGH OF
JUNEAU
RECORDING DI:

DATED: _____

U. S. SURVEY NO. 2389



Lease Boundary

Lease Area: Approximately .83Acre

Physical Properties of Lease Boundaries

A: Row of Jersey Barriers

B: Row of Jersey Barriers and Cable Gate

C: Edge of Asphalt Pavement

D: Inside Edge of Landscaping Feature

104
CORDED)

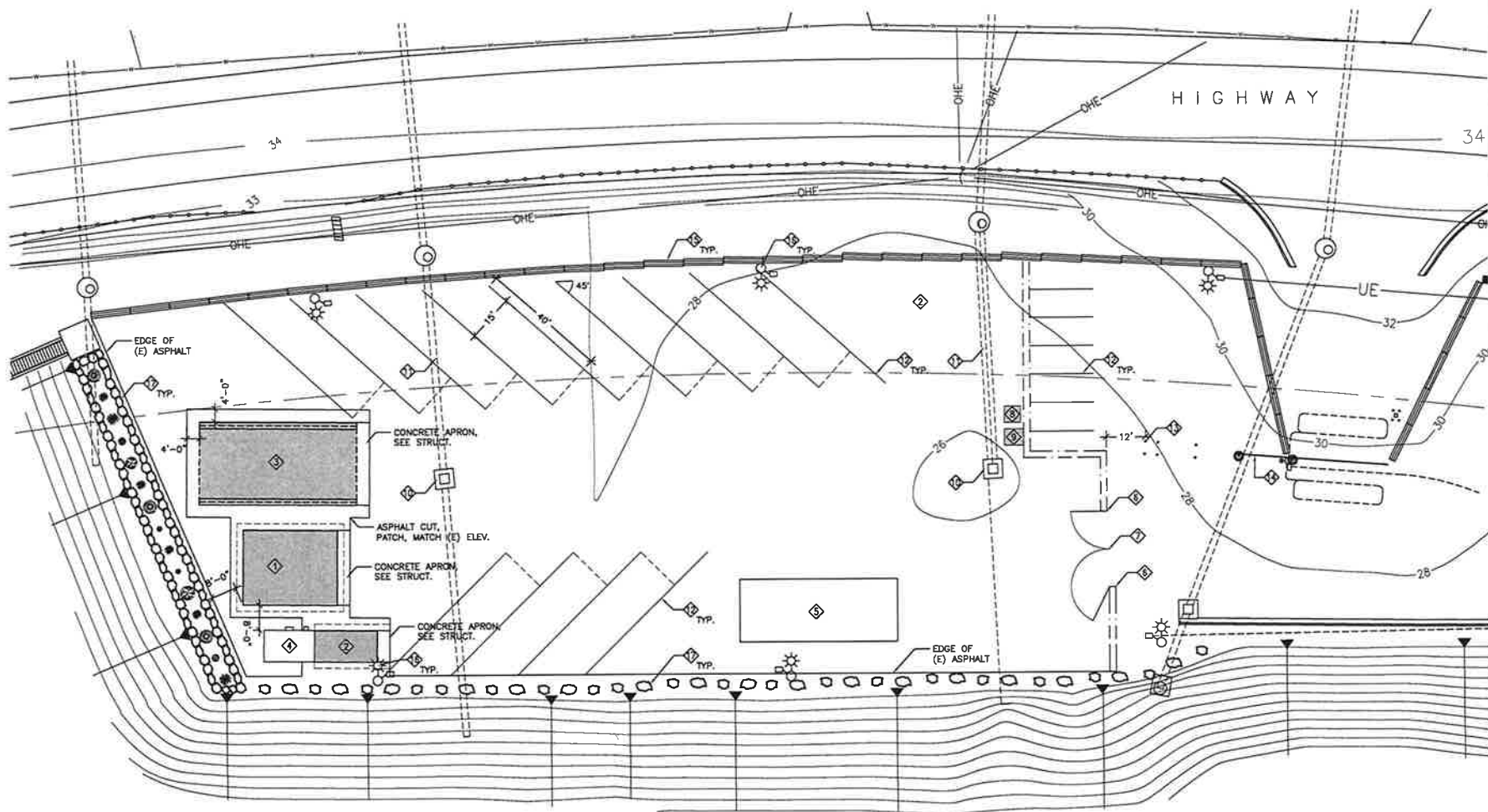
Lease Agreement for Auke Bay Boatyard

Page 14 of 17

SHEET NOTES

- | | | |
|---|------------------------|---------------------|
| ① SHOP, SEE A2.1 | ⑩ CONC BARRIER, NIC | ⑬ STRIPING, NIC |
| ② OFFICE, SEE A2.3 | ⑪ GATE, NIC | ⑭ (E) BOLLARD |
| ③ FABRIC-COVERED BUILDING, OFFICE
SEE STRUCT. FOR FOUNDATION | ⑫ DUMPSTER, NIC | ⑮ (E) GATE |
| ④ (E) UTILITY BUILDING | ⑬ PORTABLE TOILET, NIC | ⑯ (E) CONC. BARRIER |
| ⑤ WASH-DOWN PAD, NIC | ⑭ (E) CATCH BASIN | ⑰ (E) LIGHT POLE |
| | ⑮ (E) STORM DRAIN LINE | ⑱ (E) BOULDER |

Exhibit A
Page 2 of 2



MRV
ARCHITECTS

MRV ARCHITECTS
1420 GLACIER AVE. #101
JUNEAU, AK 99801
907-586-1371
FAX 907-463-5344
mrv@mrvarchitects.com

CONSTRUCTION DRAWINGS
**AUKE BAY LOADING FACILITY BOAT YARD
STRUCTURES**
for
CBI Dicks and Harbors Dept.
Contract No. D117-088
MRV 1319

No.	Description	Date

SHEET TITLE:
Site Plan

DATE: 11/4/2016
SCALE:
DRAWN: CW
CHECKED: PV

SHEET NO.

A1.1



Exhibit B

Equipment & Building Inventory

1. Sealift Boat Lift Model 45
2. Wash-down containment Pad system with Filtration trailer
3. 125 Portable Boat Supports
4. Shop Building (675 sf)
5. Office/Utility Building (360 sf)
6. Fabric Covered Building (approx. 1225 sf)



Exhibit C Operations Plan

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

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

Services to be provided by Harri Commercial Marine:

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

Services to be provided by qualified outside contractors

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





RESOLUTION xxxx

A RESOLUTION OF THE ALASKA ASSOCIATION OF HARBORMASTERS AND PORT ADMINISTRATORS IN SUPPORT OF FULL FUNDING (\$14,049,988) FOR THE STATE OF ALASKA MUNICIPAL HARBOR FACILITY GRANT PROGRAM IN THE FY 2022 STATE CAPITAL BUDGET.

Whereas, the Alaska Association of Harbormasters and Port Administrators recognizes the majority of the public boat harbors in Alaska where 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 Alaska Association of Harbormasters and Port Administrators, is pleased with the Department of Transportation and Public Facilities 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 Cordova, City and Borough of Sitka, City and Borough of Juneau, City of Seward, and City of Sand Point have offered to contribute \$14,049,988 in local match funding for FY2022 towards seven harbor projects of significant importance locally as required in the Harbor Facility Grant Program; and

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

Whereas, during the last ten 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, municipal harbors have submitted \$58 million in capital project match requests, representing over \$116 million in shovel-ready capital projects that have received only \$16.6 million in funding through the Municipal Harbor Facility Grant program with zero funding in FY21.

Now therefore be it resolved that the City & Borough of Juneau Assembly urges full funding in the amount of \$14,049,988 by the Governor and the Alaska Legislature for the State of Alaska's Municipal Harbor Facility Grant Program in the FY 2022 State Capital Budget in order to ensure enhanced safety and economic prosperity among Alaskan coastal communities.

Passed and approved by a duly constituted quorum of the City & Borough of Juneau Assembly on this 23rd day of November, 2020.

Beth Weldon, Mayor

ATTEST:

Elizabeth McEwen

05 CBJAC 20.044 - Active fishing vessel discount at Statter Harbor.

- (a) *Discount.* In lieu of the requirement to pay daily fees for use of Statter Harbor as set out in 05 CBJAC 25.060 and 05 CBJAC 25.070, the owner of a fishing vessel that pays annual fees as set out in 05 CBJAC 40.020 may, for up to 20 days in a calendar year, use Statter Harbor without paying daily fees, provided:
 - (1) The owner registers with Statter Harbor Office in advance or upon arrival at Statter Harbor;
 - (2) The owner does not owe past due fees to the Docks and Harbors Department;
 - (3) The owner provides the Harbormaster with proof of significant fish landings within the City and Borough of Juneau during each calendar month the owner uses Statter Harbor; and
 - (4) If the owner has reserved moorage, the owner informs the Docks and Harbors Department of the departure date from and estimated return date to their preferred stall.
- (b) *Exclusions.* This section does not relieve an owner from complying with other applicable requirements for use of Statter Harbor such as maximum time limits or the requirement to pay monthly fees during the winter moorage period.
- (c) *Reciprocation.* Fishing vessels maintaining reserved moorage in Statter Harbor will be allowed 20 days at the downtown harbors during the calendar year provided they comply with the stipulations above.



Port of Juneau

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

From: Port Director
To: Dock & Harbors Board
Via: Dock & Harbors Operations-Planning Committee
Date: October 19th, 2020
Re: STATTER HARBOR – FOR HIRE FLOAT – FEE DISCUSSION

1. Statter Phase III(B) is scheduled for completion on May 28th, 2021. This infrastructure investment will benefit all Statter users but especially the charter vessel operators. Discussions regarding the appropriate fee structure for the charter vessel are in the infancy but this document helps to bracket what is a fair rate to apply to those using the for hire floats, once they become operational.

Statter Phase III	Construction Award
III (A) – Dredging	\$4.1M
III (B) - Floats	\$4.3M
III (C) – Uplands	\$4M (Estimated)
Total	\$12.4M

Phase III (C) is not yet fully designed but will provide restrooms, covered waiting area, curb & gutter and paving for the parking lot. The CLIA Settlement in 2019 did not object to using 75% of head tax in support of the Statter Phase III project. This implies that 25% must come from Harbor Enterprise fund or local CBJ match. We have sufficient Harbors Enterprise match for Phase III(A) and III(B).

2. The latest FY20 Available Fund Balance Summary:

	Revenue (FY20)	Expenditure (FY20)	Fund Balance (7/1/2020)
Docks Enterprise	\$1,708,507	\$1,399,191	\$2,588,939 (+\$309,316)
Harbor Enterprise	\$4,570,689	\$3,995,742	\$389,812 (+\$574,947)

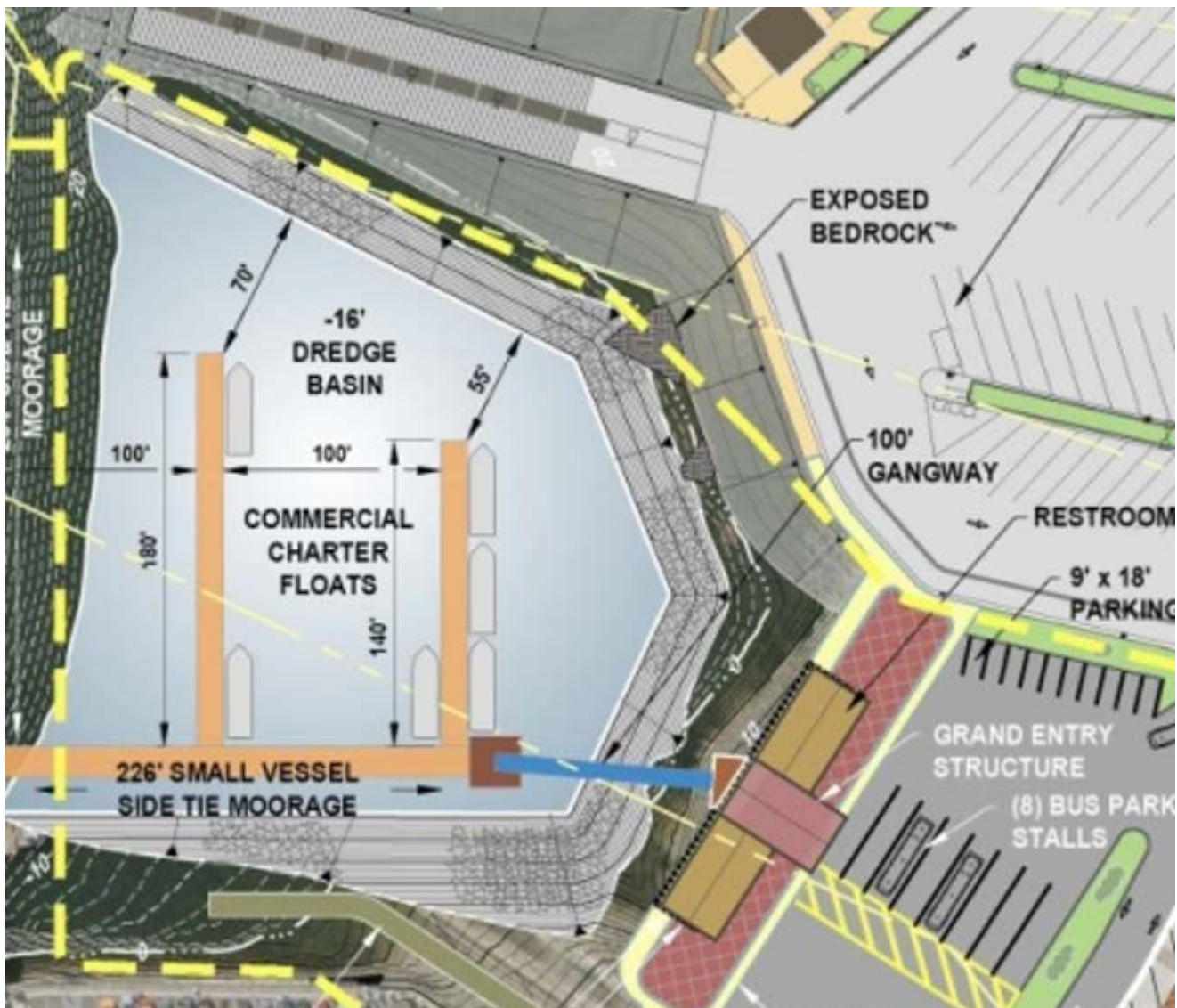
3. Currently the charter operator using Statter Harbor pay moorage (\$7.35/linear foot) and pay a passenger for hire fee as described in regulations (05 CBJAC 20.080 - Passenger-for-hire fee) for inspected vessels as \$518.00 per vessel plus \$1.50 per passenger each calendar day that one or more facilities is used for passenger-for-hire activity, adjusted annually for Anchorage CPI. It is our intentions that the newly constructed for-hire floats will be primarily used for Inspected Vessels and we will manage the Uninspected Vessels (i.e. 6 passenger operator) outside of the new facility. In 2019, Docks & Harbors collected \$150,703.50 under the Passenger-for-hire fee and \$73,780 from moorage from the vessels engaged in this activity. Collectively we received \$224,483.50 from the inspected charter operations in Statter Harbor.

4. In an attempt to discuss the appropriate fee structure, the following comments may be appropriate to consider:
 - Estimated construction award cost Phase III (all phases) is \$12.4M.
 - Estimate permitting, design, construction inspection & contract administration adds 17% to \$14.5M.
 - CLIA Settlement allows up to \$11M to be funded with head tax.
 - Harbor match of approximately \$3M is required – of which \$2M has been accounted for.
 - The user group which most benefits from Statter Phase III is the Inspected Charter Vessel Operators.
 - In 2019, the Inspected Charter Vessel Operators paid nearly \$225K.
 - There are 8896 square feet of new floats in Phase III(C).
 - For the Statter Phase III construction (all phases), the approximate cost is \$1600/sf.
 - The approximate cost per of new float at Douglas Harbor was \$360/sf (excludes USACE dredging).
 - The approximate cost per of new float at Aurora Harbors (Phase I & II) was \$273/sf.
5. At the October 15th Dock & Harbors Finance Sub-Committee meeting, it was recommend no new fees be implemented in the 2021 Calendar year. The Sub-committee agreed to continue to work on appropriate new passenger for hire rates applicable to Statter Harbor operations. The next meeting is proposed in late November.

#

Encl: (1) Rendering Statter Harbor Improvements
(2) Large Scale – Statter Harbor Phase III
(3) Revenue Collected by Passenger For Hire Fees





Passenger For Hire Trends

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Total # of Uninspected Companies (Total Boats)	18 (26)	13 (19)	11 (17)	15 (23)	10 (19)	13 (24)	16 (40)	12 (30)	10 (22)	11 (25)	10 (26)
Boat Fee	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$100.00	\$150.00	\$151.00	\$156.00
Passenger Fee	\$15 per seat one time fee	\$15 per seat one time fee	\$15 per seat one time fee	\$15 per seat one time fee	\$15 per seat one time fee	\$15 per seat one time fee	\$1.00	\$1.25	\$1.50	\$1.50	\$1.50
Uninspected Vessels per passenger totals \$	\$2,299.95	\$5,700.00	\$5,100.00	\$2,070.00	\$5,700.00	\$2,160.00	\$8,725.13	\$9,078.61	\$9,517.50	\$8,818.50	\$9,291.00
Total # of Inspected Vessel Companies (Total Boats)	8 (13)	9 (27)	5 (17)	7 (21)	7 (19)	7 (19)	7 (25)	7 (29)	8 (32)	9 (35)	10 (41)
Boat Fee	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$400.00	\$500.00	\$518.00	\$518.00
Passenger Fee	\$1.00	\$1.10	\$1.10	\$1.10	\$1.10	\$1.10	\$1.25	\$1.50	\$1.50	\$1.50	\$1.50
Inspected Vessels per passenger totals \$	\$45,571.16	\$38,616.10	\$51,408.00	\$65,929.66	\$57,842.49	\$57,855.24	\$85,770.20	\$106,518.40	\$82,826.00	\$119,979.00	\$150,703.50

Docks & Harbors is in the waning months of a lease agreement (attachment A) with property owned by the University of Alaska (UA) which will expire May 4th, 2021 and as depicted in attachment B. The three parcels (A, B, C) constitute 120,898.4 square feet (2.78 acres). [UA owns a total of 5.79 acres including tidelands and the VoTech Building between Harris and Aurora Harbors.] Docks & Harbors currently pays UA a formula based on revenues collected in subleases and fees collected from the crane dock usage.

	FY20	FY19	FY18	FY17
Lease Payment to UA	\$10,861	\$12,367	\$11,083	\$9,570

Our sub-lessees include Maritime Hydraulics and Harri Commercial Marine (HCM). The latter is a boatyard sub-lease with Docks & Harbors (attachment C) which provides approximately 0.45 acres, an access corridor, 95 linear feet of a float known as Fishermen's Terminal Dock and the use of a 35-ton Marine Travel Lift. In FY2020, Docks & Harbors collected \$36,435 from the three sub-lessees (HCM, Juneau Hydraulics and Alaska Memories – dba Nordic Tugs) and revenues from crane dock usage. The sub-leases will also expire with CBJ on May 4th, 2021.

The existing lease (attachment A) provides the option to CBJ to renew for 33 years. However, the original lease provided extremely fiscally favorable terms because CBJ provided advance rent of \$500K to the UAS Egan Library which greatly reduced lease rent to UA since 1988.

From CBJ/UAS Lease agreement 3/30/1988:

Section 4: Advance Rent and Additional Compensation.

4.1 Advance Rent. For and in consideration of the lease, use, and occupancy of the Premises, facilities, and privileges granted in this Agreement, Lessee shall pay to Lessor, as Advance Rent, without deduction, set-off, prior notice, or demand, the sum of Five Hundred Thousand Dollars (\$500,000.00) payable in advance within ninety (90) days after the date of execution of this Agreement. The Advance Rent may be used by Lessor only for the construction of, or the purchase of capital equipment for, the new library facility at the University of Alaska Southeast campus in Juneau, Alaska, and for no other purposes whatsoever.

From the Memorandum Short Form Lease dated 4/28/1988 (Attachment D):

4. Option to Extend Term. Lessee is given the one-time option to extend the term of the lease on all the terms and conditions contained in the Long Form Lease with the exception of Section 4 thereof, for a thirty-three (33) year period following expiration of the initial term, by giving written notice of exercise of the option to Lessor at least ninety (90) days but not more than one hundred and eighty (180) days before the expiration of the term. The rental rate for the extended term shall be negotiated by Lessor and Lessee at that time as provided in the Long Form Lease.

UA/UAS is currently having the three parcels appraised and a report is due back in December 2020. Though an appraisal is pending, commercial waterfront property for ~ 3 acres could fetch in the neighborhood of \$2M. The 3 acre Subport Lot was appraised at \$3.6M prior to the unexpected \$20M offer from NCL.

A new lease agreement may require Docks & Harbors to pay up to fair market value (FMV) to UA for use of the property. The language in the existing contract states: *"Upon exercise of the option, Lessor and Lessee shall agree to a rental rate for the extended term, which rate may be nominal depending upon the benefit to the Lessor's academic programs from Lessee's use of the Premises and, in any event, shall not exceed the fair market rental rate for the Premises at that time".*

As the University does not currently have academic programs using the lease area, it is likely that a negotiated rental rate approaching FMV could be demanded by UA. In negotiating lease rents, a typical 8% of the value of the raw unimproved land is often used, which could raise Docks & Harbors rent due to UA to greater than six figures per year in the next lease agreement.

Informal consultation with UAS indicates that UA may wish to pursue sale of this property. Should UA sell the property to another entity, most likely CBJ would lose its downtown boatyard capability and commercial use of the crane dock. These losses would be catastrophic to commercial fisheries and other shipwright interests in Juneau.

Docks & Harbors vehemently believes this property which bridges Harris and Aurora Harbors must be retained in local CBJ control. Unfortunately, the Harbor Enterprise Ending Available Fund Balance is \$258K and several competing projects, such as the Statter Harbor Phase III match, Aurora Harbor Phase III and LUMBERMAN disposal costs will quickly deplete the Harbor Fund Balance.

Docks & Harbors requests the attention of the City Manager/Assembly to secure funds necessary either through general funds, Open Space Waterfront Land Acquisition funds or other funds including future bond initiatives. In the event the Assembly funding is unable, the Port Director will recommend Docks & Harbors pursue revenue bonds to purchase.

#

Attachment A – CBJ/UAS Lease Agreement dated 4/30/1988

Attachment B – Aerial Photo showing Parcels A, B & C

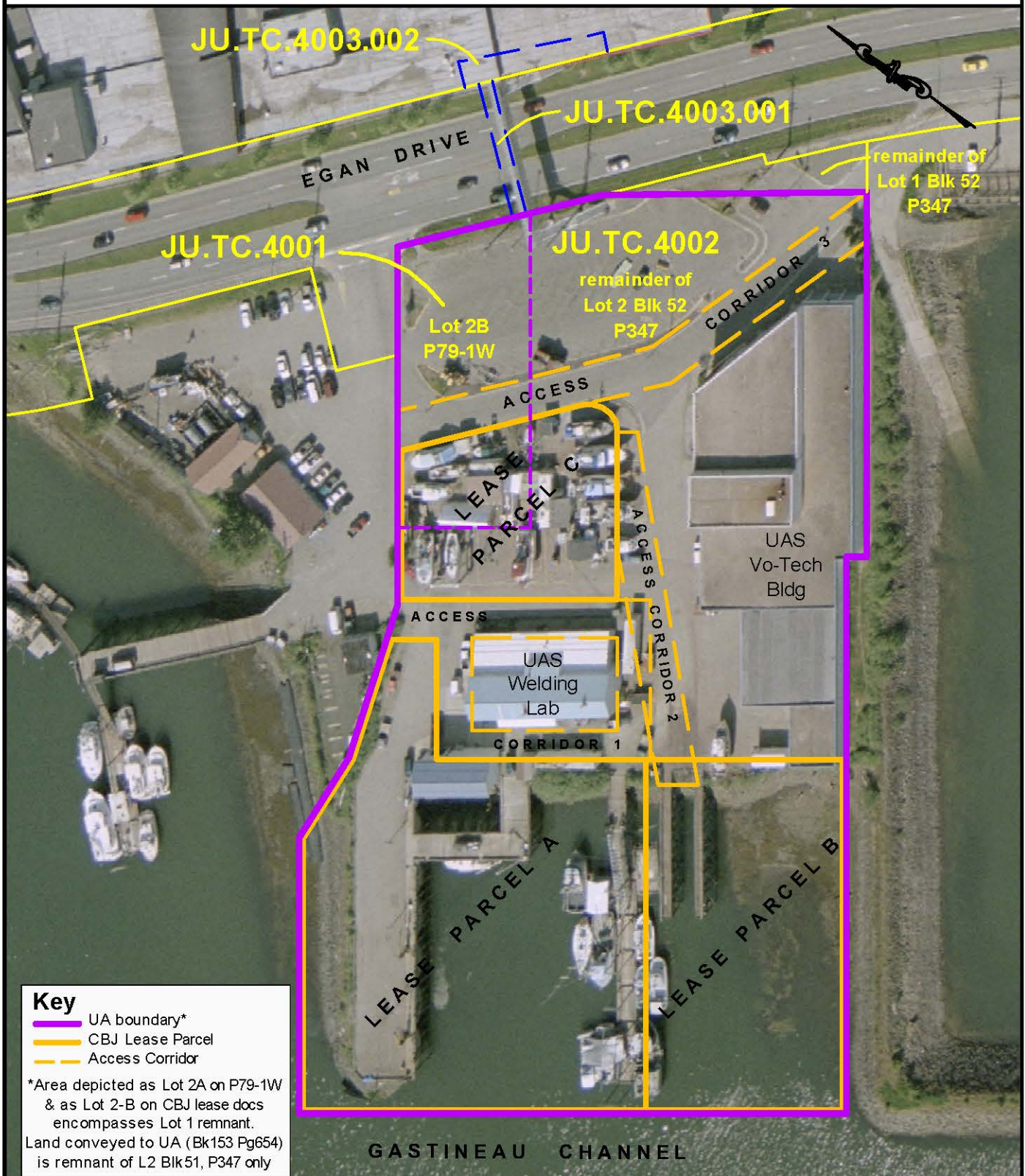
Attachment C – Sublease Agreement at Juneau Fisheries Terminal – CBJ & Juneau Marine Services (dba Harri Commercial Marine)

Attachment D - Memorandum Short Form Lease dated 4/28/1988

DRAFT

Juneau Tech Center

JU.TC.4001
JU.TC.4002



UA LAND MANAGEMENT
March 2009

0 100 ft
Scale

Meridian C.R. Township 41S Range 67E
Date of photo: 6-09-06 Source: Aero-Metric Anchorage
(Photography is unrectified; Distortions exist.)



Port of Juneau

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

From: Port Director
To: Dock & Harbors Board
Via: Dock & Harbors Operations-Planning Committee
Date: October 21th, 2020
Re: CAPITAL IMPROVEMENT PROJECT (CIP) - FUNDS

1. Docks & Harbors needs to begin reviewing the CIP project list and adjusting strategically to meet needs of the community. Enclosure (1) is an accounting sheet showing the balance of CIP funds. Of particular note is the current balance in H51-125 Aurora Harbor Improvements which is at \$461,507. This amount of Harbor Enterprise funds plus \$1.5M of 2017 1% Sale Tax Commitment from the 2017 is our match for the ADOT Harbor Grant program. Unfortunately, based on the ADOT scoring for the program, it is extremely unlikely that Docks & Harbors will be successful again this legislative session in the matching grant program.
2. I request the Board discuss whether to move the Harbor Enterprise funds to other CIP or projects which will have an more immediate benefit to the CBJ harbor community. This could include payment to UA should the Fishermen Terminal be offered for sale or for Harbor matching funds to complete Statter Phase III.
3. Statter Phase III(B) is scheduled for completion on May 28th, 2021. This infrastructure investment will benefit all Statter users but especially the charter vessel operators. Discussions regarding the appropriate fee structure for the charter vessel are in the infancy.

Statter Phase III	Construction Award
III (A) – Dredging	\$4.1M
III (B) - Floats	\$4.3M
III (C) – Uplands	\$4M (Estimated)
Total	\$12.4M

Phase III (C) is not yet fully designed but will provide restrooms, covered waiting area, curb & gutter and paving for the parking lot. The CLIA Settlement in 2019 did not object to using 75% of head tax in support of the Statter Phase III project. This implies that 25% must come from Harbor Enterprise fund or local CBJ match. We have sufficient Harbors Enterprise match for Phase III(A) and III(B). There is currently \$635K in the Statter Phase III project which include contingency for Phase III(B).

#

Encl (1): Activity Status Report - Waterfront CIP

Activities One Liner Report

JJ401 Date 10/21/20
Time 09:57

Activity Status Report

Page 1

Activity Group: CIP
Project Manager:

Activity	Description	Budget	Commitments	Actuals	Funds Available
H51-083	Marine Pk/Steamship Whrf II	163,546.34	0.00	163,546.34	0.00
H51-092	Waterfront Seawalk II	15,299,208.49	10,333.15	15,230,740.83	58,134.51
H51-100	Aurora Harbor Improvements	15,842,719.71	0.00	15,842,719.71	0.00
H51-104	Dock Cathodic Protection	830,968.07	0.00	830,968.07	0.00
H51-105	Amalga Fish Cleaning Station	66,897.85	0.00	66,897.85	0.00
H51-107	Tug Assist	120,920.00	0.00	14,300.00	106,620.00
H51-108	Statter Improv-Phase III	11,524,745.25	5,142,948.20	5,747,581.17	634,215.88
H51-110	Visitor Info Kiosk Replmt-Desi	277,289.60	0.00	277,289.60	0.00
H51-112	Dwntwn Restrooms Location/Desi	575,000.00	0.00	1,856.70	573,143.30
H51-113	Waterfront Seawalk	697,780.00	70,142.53	607,176.19	20,461.28
H51-116	MPtoTaku Upland Imprv/Archiplg	19,546,875.96	3,321,235.34	14,980,366.07	1,245,274.55
H51-117	ABMS Maint & Impr	263,634.31	0.00	263,364.31	270.00
H51-118	Public/Private Port Infrastruc	150,000.00	0.00	918.11	149,081.89
H51-119	Small Cruiseshp Moorg	150,000.00	39,330.90	93,037.56	17,631.54
H51-120	Seawalk Major Maintenance	216,453.66	50,000.00	26,106.49	140,347.17
H51-121	Pile Anode Installation	346,555.39	67,349.50	121,265.73	157,940.16
H51-122	Dock Security Stations	698,999.66	19,615.50	668,221.60	11,162.56
H51-123	Weather Monitor & Communicatio	32,651.89	0.00	15,250.00	17,401.89
H51-124	Lrg Berth Shore Pwr Design	300,000.00	226,895.00	0.00	73,105.00
H51-125	Aurora Harbor Improvements	609,221.17	140,950.79	6,762.97	461,507.41
H51-126	Harris Harbor Pump Out	60,000.00	0.00	0.00	60,000.00
TOTALS:		67,773,467.35	9,088,800.91	54,958,369.30	3,726,297.14
REPORT TOTALS:		67,773,467.35	9,088,800.91	54,958,369.30	3,726,297.14

Auke Bay Loading Facility - Phase II				
TIGER Grant Reporting - Annual	On-Going	Sept. 2019	Staff	Report for Boom Truck till 2033; SeaLift till 2044
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	In Progress	October 1, 2019	PPM	2nd Blast 3/30
Substantial Completion	Hold	May 29, 2020		
Dredge Basin Clean Up		September 26th & 27th		Dredging Complete
Final Completion	Hold	June 12, 2020		Project Close Out Underway
Phase III B - Retaining Wall, Float Installation				
Army Corps of Engineers Permit	In Progress		PND	
Incidental Harassment Authorization	In Progress		PND	
Eagle Permit	In Progress		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	In Progress	Fall 2020	TCC	MSE wall Construction and float fabrication
Substantial Completion	Hold	Spring 2021		
Final Completion	Hold	Spring 2021		
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	Fall 2021	TBD	
Pre-Bid Conference	Hold			
D&H Board Approval of Bid	Hold			
Assembly Approval of Bid	Hold			

Substantial Completion	Hold	Spring 2022		
Final Completion	Hold	Spring 2022		
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		
Phase I Construction	In Progress	July 15, 2019	Trucano Const.	Concrete decking 75% complete
Early Entry by Archipelago Property LLC	Hold	June 1, 2020		Project On Hold
Substantial Completion	Hold	November 14, 2020		
Final Completion	Hold	December 12, 2020		Schedule extended for additional Sea Walk Work
Phase II - Visitor Waiting Area and Restrooms				
Design - Bid Documents	Hold	Jan 1, 2020	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				
Breakwater Repairs	Complete	May 2020	ACOE	
Dredging Activity	In Progress	Fall 2020	ACOE	October 2020 - Jan 2021
Auke Bay Marine Station				
Annual Report	March		Staff	2019 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
ADOT Grant Application - Harris Anodes				
Anode Design	Hold		PND	Awaiting Grant Award
Anode Bid	Hold		Staff/PND	Awaiting Grant Award
Douglas Harbor Anodes				
Anode Design	Complete		PND	

Anode Bid	Complete	3/10/2020	Staff/PND	Global Diving and Salvage
D&H Board Approval	Complete	3/13/2020		
Assembly Approval	Complete	3/16/2020		
Contract	Complete		Global Diving	
Submittals	Complete		Global Diving	
Construction	Complete			Jun-2020
Substantial Completion	Complete	June 5, 2020		Complete
Final Completion	Complete	July 30, 2020		Complete
Statter Breakwater Safety Improvements				
Phase II	Hold			Awaiting funding
Sewage Pump-Out Improvements				
Statter Winterization	Hold		Staff	Part of SHI III(B)
Harris Winterization	In Progress		Staff	Working with Term Contractor
D&H Managed Lands - Surveys				
ASLS 2013-15 - Uplands at Tee Harbor	Hold	2020	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	2020	TBD	
ATS 1691 - Adjacent to ABMS	Complete		PDC	Plat recorded
ATS 1692 - N Douglas Boat Ramp	In Progress		PDC	Plat being recorded
ATS 1707 - Cruise Berths	Complete		DOWL	Plat recorded
ATS 1690-Indian Cove	In Progress		PDC	Working on ADNR review comments #1
Wayside Park Float				
Dredging as Float Grounds Out	Hold			Awaiting Funding
N. Douglas Boat Launch Expansion Study				
Conceptual Design	Complete		PND	Awaiting Board direction
Aurora Harbor Re-Build - Phase III				
Phase IIIA - Demolition				
Design and Bid Documents	Hold		D&H	D&H to demo has begun
Phase IIIB - Dredging				
Army Corps of Engineers	Hold	Fall 2019/2020	ACOE	Awaiting final dates for work
Phase IIIC - Float Installation				
ADOT Grant Application	Complete		Staff/PND	Grant App Submitted
Small Cruise Ship Infrastructure Study				
Fee Negotiations	Complete		PND	
Data Collection/Market Study	Complete		PND	Market Analysis Complete

Planning/Conceptual Layout	Complete		PND	
Presentation to Board	Complete		PND	
Receive Comments from Board	Complete		Staff	
Public Outreach	In Progress		PND	Public outreach presentation under development
Cruise Ship Security Checkstations				
Federal Security Grant	Complete		Staff	Not Selected
Complete Bid Package	Complete		PND	
CBJ Building Permit	Complete		Staff	
Construction Bid	Complete		SEEM	Southeast Earthmovers
Pre-Bid Conference	Complete			
Board Approval	Complete			
Assembly Approval	Complete			
Construction	In Progress		Staff	
Substantial Completion	Complete	February 28, 2020		
Final Completion	Complete	7/31/2020		Project Complete
Dockside Safety Guardrail				
Design	Hold			Awaiting funding - Passenger Fees FY21
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	In Progress			
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	In Progress		H&A	Haight conducting interviews with stake holders
2020 Build Grant App - Fisherman's Terminal				
Draft	In Progress		R&M	Reviewing Draft 1
Submission	Complete	May 18, 2020		Project not selected