

CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING AGENDA
For Thursday, March 28th, 2019

- I. Call to Order** (5:00 p.m. in Assembly Chambers)
- II. Roll** (Weston Eiler, Bob Janes, Mark Ridgway, David McCasland, James Becker, Bob Wostmann, Christopher Dimond, Budd Simpson and Don Etheridge)
- III. Approval of Agenda**

MOTION: TO APPROVE THE AGENDA AS PRESENTED.
- IV. Approval of February 28th, 2019 Board minutes.**
- V. Public Participation on Non-Agenda Items** (not to exceed five minutes per person, or twenty minutes total time).
- VI. Consent Agenda**
 - A. Public Requests for Consent Agenda Changes
 - B. Board Members Requests for Consent Agenda Changes
 - C. Items for Action

- 1. Amending the CBJ Codes Related to Planning Commission Review of CBJ Real Property Transactions

RECOMMENDATION: TO SUPPORT PROPOSED ORDINANCE CHANGES PERTAINING TO THE PLANNING COMMISSION REVIEW OF PROPERTY TRANSACTIONS.

- 2. FY2019 Docks Enterprise Budget Supplemental

RECOMMENDATION: THAT THE FY2019 DOCKS BUDGET BE INCREASED BY \$35,000 THROUGH THE SUPPLEMENTAL PROCESS.

MOTION: TO APPROVE THE CONSENT AGENDA AS PRESENTED.

VII. Unfinished Business

- 1. People's Wharf Lease Amendment #2
Presentation by Port Director

Board Questions

Public Comment

CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING AGENDA (CONTINUED)
For Thursday, March 28th, 2019

Board Discussion/Action

**MOTION: TO APPROVE LEASE AMENDMENT #2 TO PEOPLE'S WHARF
FOR 305 SF ADDITIONAL AT AN APPRAISAL RATE OF \$21/SF.**

VIII. New Business

1. People's Wharf – Early Entry Agreement
Presentation by Port Director

Board Questions

Public Comment

Board Discussion/Action

**MOTION: TO APPROVE AN EARLY ENTRY FOR 62 SF AT \$114/MONTH
NEAR THE PEOPLE'S WHARF UNTIL THE LEASE AMENDMENT #2 IS
AUTHORIZED BY THE ASSEMBLY.**

IX. Items for Information/Discussion

1. Amalga Harbor Launch Ramp Improvement Public Meeting
Presentation by Port Director

Board Discussion/Public Comment

2. Juneau Bike Share Program
Presentation by Port Director

Board Discussion/Public Comment

3. FY2020 Budget Update – MPF/PDF
Presentation by Port Director

Board Discussion/Public Comment

4. Derelict Vessel LUMBERMAN
Presentation by Port Director

Board Discussion/Public Comment

X. Committee and Member Reports

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

CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING AGENDA (CONTINUED)
For Thursday, March 28th, 2019

- 2. Member Reports
- 3. Assembly Lands Committee Liaison Report
- 4. Auke Bay Steering Committee Liaison Report

XI. Port Engineer's Report

XII. Harbormaster's Report

XIII. Port Director's Report

XIV. Assembly Liaison Report

XV. Board Administrative Matters

- a. Ops/Planning Committee Meeting – Wednesday, April 17th at 5:00pm
- b. Board Meeting – Thursday, April 25th, 2019 at 5:00pm

XVI. Adjournment

CBJ DOCKS AND HARBORS BOARD
REGULAR BOARD MEETING MINUTES
For Thursday, February 28th, 2019

I. Call to Order

Mr. Etheridge called the Regular Board Meeting to order at 5:00 pm in the CBJ Assembly Chambers.

II. Roll Call

The following members were present: Weston Eiler (arrived 5:05pm), Bob Janes, Mark Ridgway, David McCasland, James Becker, Bob Wostmann, Budd Simpson, and Don Etheridge.

Also present were the following: Gary Gillette – Port Engineer, Matt Creswell – Deputy Harbormaster, and Mary Becker – Assembly Liaison.

III. Approval of Agenda

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

Motion passed with no objection.

IV. Approval of January 31st, 2019 Regular Board Minutes

Hearing no objection, the January 31st, 2019 Regular Board Minutes were approved as presented.

V. Public Participation on Non-Agenda Items – None

VI. Consent Agenda –

- A. Public Requests for Consent Agenda Changes - None
- B. Board Members Requests for Consent Agenda Changes - None
- C. Items for Action

- 1. Alaska Memories Enterprises, LLC (dba Nordic Tug Charters) Sublease Renewal

RECOMMENDATION: TO APPROVE THE ALASKA MEMORIES ENTERPRISES, LLC (dba NORDIC TUG CHARTERS) SUBLEASE RENEWAL UNTIL MAY 1st, 2021.

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

Motion passed with no objection.

VII. Unfinished Business -None

VIII. New Business – None

IX. Items for Information/Discussion-

CBJ DOCKS AND HARBORS BOARD

REGULAR MEETING MINUTES

For Thursday, February 28th, 2019

1. Electric EMS Response Vehicle Project

Mr. Gillette said the money for this vehicle was requested from the Marine Passenger Fees. The purpose for this vehicle is to drive down to the cruise ship to transport passengers to the ambulance who need to be taken to the hospital. Chief Etheridge supported this request and his letter is in the packet.

Board Discussion/Public Comment

Mr. Becker asked where this vehicle will be stored when it is not being used?

Mr. Gillette said it would be stored at the Port Customs Building. The plan is to keep it there so when there is a call our staff can get it to the float and ready for the EMS crew.

Mr. Janes asked what is the cost of this vehicle?

Mr. Creswell thought it was less than \$25,000. This is made by a company out of Florida and it is made specifically for this purpose.

X. Committee and Member Reports

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

Mr. Eiler reported the Committee discussed a wide variety of topics including, safety ladders, and the lumberman.

2. Member Reports – None

3. Assembly Lands Committee Liaison Report-

Mr. Eiler said the Lands Committee has been engaged in a series of overview briefings, but none of the topics have been specific to Docks & Harbors.

4. Auke Bay Steering Committee Liaison Report-

Mr. Janes said he attended a meeting about a month ago that was well attended on the Auke Bay re-zoning. There will be two additional public meeting regarding the re-zoning.

XII. Port Engineer's Report –

Mr. Gillette said his written report is in the packet. He pointed out highlights in his report;

- Statter Harbor Master Plan Phase III (A)–Docks & Harbors received the Army Corps of Engineers Permit and the Department of Environmental Conservation Clean Water Certificate. The Incident Harassment Authorization should also be completed. The contractor will be able to start this project in the fall.
- Archipelago Property Procurement that the Assembly approved is past the 30 day waiting period and can be signed tomorrow. With this action by the Assembly, staff is looking forward to having the final drawings and preparing the bid documents. The contractor will build the wall first with the steel and pilings that is already here and ready to use for that piece of this project. The scheduled start up time is July 1st.
- Amalga Harbor Fish Cleaning Station. A public meeting with PND is scheduled for April 2nd. PND will be providing all options available for the fish cleaning debris and have clear direction on what is feasible.

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For Thursday, February 28th, 2019

- The Marine Park Sheet Wall Coating is going well. Because of the tide and logistics in this area Purcell Painting and Coatings are a little behind schedule but they will be done in plenty of time for the cruise season.
- The Visitor Information Kiosk has been removed and hauled to the dump.

Mr. Ridgway asked what is the requirements for a traffic control plan for the downtown waterfront improvements project? He has heard concerns from people that this could cause traffic issues.

Mr. Gillette said staff is working on the contract documents and we plan to include language that the contractor would not be allowed to park a trailer on Franklin Street in the middle of the day. They will need to work off hours to bring supplies to the site. The traffic control plan will need to be approved through ADOT. Staff will work with the CBJ Public Relations Officer to get the information out to the public.

Mr. Becker asked where the material for the downtown waterfront project will be staged?

Mr. Gillette said that is up to the contractor, but he believes it will be stored at AML.

XIII. Harbormaster's Report –

Mr. Creswell reported;

- Last Friday he contacted Global Diving, who did the original assessment on the Lumberman when the hazardous waste items were removed with the direction from the Coast Guard, to pump the water from the Lumberman. The removal of the water will be a less than \$5,000 contract. They pumped an estimated 7,500 gallons of rain water on Tuesday. They inspected the hull and it is still structurally sound and sitting well. The anchors are holding but they advised to keep an eye on the anchoring system.
- Staff started the summer hiring process. We received 28 applications for the Harbor Officer position, 23 applications for the Harbor Technician position, and 11 for the Administrative Assistant position. Interviews will start next week.

Mr. Becker asked where staff is in the process of taking possession of the Lumberman and getting it out to auction to get rid of it?

Mr. Creswell said the letter has been sent to the State Attorney General. Staff has heard the letter was received but we did not receive a reply to the letter. I believe staff will wait to see if we receive a reply from that letter.

Mr. McCasland asked how much it cost to pump out the Lumberman?

Mr. Creswell said he does not have the actual invoice yet but it was estimated to cost \$3,500 to \$4,000.

- Mr. Borg's daughter had her baby Wednesday Morning.

XIV. Port Director's Report

Mr. Gillette reported;

- He was on action line today with Mr. Schaal. We talked about the Lumberman, seasonal hires, and all Docks & Harbors projects.

CBJ DOCKS AND HARBORS BOARD

REGULAR MEETING MINUTES

For Thursday, February 28th, 2019

- He said all the Board members were given a document from the Clerk's office about the Board appointment process. The Clerk's office wants to know if the Board members has any input they want to provide for the process.
- The Assembly discussed the food vendor options at the COW meeting Monday night. All the different options were discussed but in the end it was decided to leave it to the private sector to resolve.
- Erich Schaal, our Deputy Port Engineer, is put together a map of all of our Harbors from GIS in Lucity that shows all the life rings and safety ladder locations. We do currently have some ladders in our Harbors and we do have a report of someone falling in and using a ladder to get out.

XV. Assembly Liaison Report –

Ms. Becker reported,

- The Assembly discussed the senior housing issue. There was a request for the City to purchase land for \$1.5M at Vintage Park for the housing complex.
- The Parks & Rec master plan was presented and discussion will continue at the next meeting.
- A resolution was sent to the State pertaining to the state budget urging them to pass a balanced, sustainable, predictable state budget. There are a lot of things going away to the municipalities including the fish tax.

XVI. Board Administrative Matters

- a. Ops/Planning Committee Meeting – Wednesday March 20th, 2019 at 5:00pm
- b. Board Meeting – Thursday, March 28th, 2019 at 5:00pm
- c. Finance Sub-Committee Meeting Scheduling

Mr. Wostmann said he met with Ms. Larson to get an insight to the budget documents that staff works with. He said he polled the Finance Committee members individually to get feedback on how the Committee should be organized. The Committee would be a resource to staff to help in preparing and reviewing the budget, reporting that to the Board as a whole, and calling out items that would need more discussion. The members can then make time to dig into the details if questions were asked and provide answers. The Committee members decided to meet three meetings a year. The first would be at the beginning of the budget cycle after Ms. Larson assembles the preliminary numbers so the Committee can dig into the numbers before it is presented to the Board for review and approval. Another meeting time would be mid year to make sure everything is on track according to budget and in the fall after the busy season to talk about bigger picture items and see if there are things staff would want to add to or delete from the budget. On an as needed basis, an ADHOC meeting could be called by the Port Director if there is a significant change in fund availability in our budget.

XVII. Adjournment – The regular Board Meeting adjourned at 5:47pm.



[DRAFT] MEMORANDUM

DATE: March 4, 2019
TO: Planning Commission and Docks and Harbors Board
FROM: Assembly
SUBJECT: Planning Commission Review of CBJ Land Conveyances

The Assembly has identified potential regulatory amendments to make conveying CBJ land more practical and less confusing.

As described in CBJC 53.09.260 and following the practice of the Assembly, the current process for conveying CBJ land has unnecessary layers of review and process. The Assembly proposes eliminating steps four and five below:

- (1) **Public Meeting 1:** The Assembly Lands Committee reviews the application and makes a recommendation to the Assembly. The Chair has discretion to accept oral public comments at a committee meeting.
- (2) **Public Meeting 2:** The Assembly decides whether the application should be considered and how. Interested people are free to provide written comments.
- (3) **Manager Negotiations:** The Manager, with the assistance of the Lands Division and upon consultation with interested departments, negotiates terms with the applicant.
- (4) **CDD Staff Report (1):** The Community Development Department drafts a staff report to recommend more or different land conveyance terms than what the Manager proposes.
- (5) **Public Meeting 3:** The Planning Commission reviews—not for regulatory purposes but as a property owner—and makes a recommendation to the Assembly whether to convey the CBJ property.
- (6) **Public Meeting 4:** The Assembly Lands Committee then reviews the draft negotiated land conveyance proposal to make a final recommendation for the Assembly.
- (7) **Public Meeting 5:** An ordinance is introduced to authorize the land conveyance. The purpose of this meeting is to provide public notice of the topic and to schedule the subsequent public hearing.
- (8) **Public Meeting 6:** The Assembly holds a public hearing to decide whether to adopt the ordinance.
- (9) **Public Meeting 7:** If a conditional use permit is required, the Community Development Department drafts another staff report and the Planning Commission determines if the proposed use complies with Title 49. *E.g.*, *Zenk v. CBJ*, S-16118, 2017 WL 2825797 (Alaska 2017).

There are multiple reasons to change the review process.

- **Separation of Power:** The Community Development Department and Planning Commission function best as regulators and not as quasi-property owners conveying land. The Lands Division is the real estate arm of the CBJ and is best suited to negotiate land conveyance terms on behalf of the Manager, who takes direction from the Assembly.
- **Reduce Confusion:** The vast majority of the Planning Commission duties are as a quasi-judicial body, granting, denying or conditioning development permits. The public, staff, and applicants are typically perplexed when the Commission reviews a land conveyance. Many conveyances have associated development reviews that must later go to the Commission for review. At that time, it is appropriate for the Commission to grant, deny, or condition development.
- **Clarify Land Conveyances are a Policy Decision:** All parties will more easily understand that granting or denying a land conveyance is a policy decision by the Assembly. Public comments will be more appropriately directed to the Assembly.
- **Efficiency:** The time required for Community Development Staff to draft a staff report and for the Planning Commission to hold a public hearing is unnecessary and duplicative of the Assembly process.
- **Preserve Public Notice and Comment Opportunities:** The draft ordinance would amend the Planning Commission's review of CBJ land conveyances in Title 49, Title 53, and Title 85 to codify the Assembly's existing practice of having the Assembly Lands Committee review the conveyance applications and relieve the Planning Commission of that burden.
- **Clarify Regulatory Review:** The draft ordinance clarifies that land conveyances are legislative matters for the Assembly and not a regulatory matter. If the proposed use of the land also needs a conditional use permit, then the Planning Commission would still hold a public hearing to determine if the development complies with Title 49. This proposed process would clarify some of the confusion that led to litigation in the past.

In summary, the attached draft ordinance is an opportunity to make the process for conveying CBJ land more efficient and to clarify roles. Consistent with CBJ Charter 3.16(c), the Assembly requests comments from the Planning Commission and the Docks and Harbors Board.

Presented by: The Manager
Introduced:
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2019-_____

**An Ordinance Amending the CBJ Codes Related to Planning Commission
Review of CBJ Real Property Transactions**

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

Section 1. Classification. This ordinance is of a general and permanent nature and shall become a part of the City and Borough of Juneau Municipal Code.

Section 2. Amendment of Section. CBJ 49.10.170 is amended to read:

49.10.170 Duties.

(a) *Comprehensive plan review.* The commission shall undertake a general review of the comprehensive plan two years after the adoption of the most recent update, and shall recommend appropriate amendments to the assembly. Proposed map changes shall be reviewed on a neighborhood or community basis as directed by the planning commission.

(b) *Review of the capital improvements program.* Upon adequate notice which shall be provided by the director, the commission shall review annually the capital improvements program of the City and Borough and submit its recommendations to the assembly.

(c) *City and borough ~~land acquisitions, disposals and~~ projects.* The commission shall review and make recommendations to the assembly on ~~land acquisitions and disposals as prescribed~~

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2 by title 53, or capital improvement projects by any City and Borough agency. The report and
3 recommendation of the commission shall be based upon the provisions of this title, the
4 comprehensive plan, and the capital improvements program.

5
6 (d) *Development code amendments.* The commission shall make recommendations to the
7 assembly on all proposed amendments to this title, zonings and rezonings, indicating
8 compliance with the provisions of this title and the comprehensive plan.

9 (e) *Land use actions.*

10 (1) All plats approved by the platting board prior to adoption of Serial No. 87-49 are
11 ratified, notwithstanding the use of the commission seal or resolution.

12
13 (2) The commission shall hear and decide all major development permit
14 applications, density bonus requests, and appeals of decisions made by the director.

15
16
17 **Section 3. Amendment of Section.** CBJ 53.09.260 is amended to read:

18 **53.09.260 Negotiated sales, leases, and exchanges.**

19 (a) *Application, initial review, assembly authority to negotiate.* Upon application, approval
20 by the manager, and payment of a \$500.00 fee, a person or business entity, may submit a
21 written proposal to lease, purchase, exchange, or otherwise acquire City and Borough land for
22 a specified purpose. The proposal shall be reviewed by the assembly for a determination of
23 whether the proposal should be further considered and, if so, whether by direct negotiation
24 with the original proposer or by competition after an invitation for further proposals. Upon
25

1
2 direction of the assembly by motion, the manager may commence negotiations for the lease,
3 sale, exchange, or other disposal of City and Borough land.

4
5 (b) Review and approval process ~~Planning commission review, final assembly approval.~~

6 Upon satisfactory progress in the negotiation or competition undertaken pursuant to
7 subsection (a) of this section, ~~and~~ after review by the assembly lands committee ~~planning~~
8 ~~commission~~, and authorization by the assembly by ordinance, the manager may conclude
9 arrangements for the lease, sale, ~~or~~ exchange or other disposal of City and Borough land. The
10 final terms of a disposal pursuant to this section are subject to approval by the assembly
11 unless the minimum essential terms and the authority of the manager to execute the disposal
12 are set forth in the ordinance enacted pursuant to this subsection. The disposal may not be
13 executed until the effective date of the ordinance.

14
15 **Section 4. Amendment of Section.** CBJ 53.09.300 is amended to read:

16 **53.09.300 Easements.**

17 (a) *Authorized.* The manager may convey or lease an easement in City and Borough owned
18 land upon approval by the assembly. Easements shall be nonexclusive unless otherwise
19 provided in the easement document.

20
21 (b) *Application and fee.* The applicant for an easement shall apply to the manager on a form
22 prescribed by the manager. The application shall be accompanied by plans, reports, a
23 narrative, and other material sufficient to permit the City and Borough to evaluate need for
24 and the use to be made of the requested easement. The application shall also be accompanied
25 by a base fee of \$15.00 plus an amount determined by the manager to cover the cost of an

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2 appraisal of the value of the easement. From time to time, the manager shall adjust the base
3 fee to reflect changes in the cost of municipal services.

4
5 (c) Review process ~~Departmental and planning commission action~~. The application for the
6 easement shall be referred to the planning department and public works department for
7 comment. The manager may refer the application to other departments which may have an
8 interest in the parcel subject to the proposed easement. Upon receipt of the comments of other
9 departments, the planning department shall refer the application and departmental
10 comments to the assembly lands committee ~~planning commission~~ for its recommendation to
11 the assembly. The assembly lands committee ~~planning commission~~ may hold a public hearing
12 on the application prior to making its recommendation.

13
14 (d) *Assembly action*. Upon receipt of the assembly lands committee ~~planning~~
15 ~~commission~~ recommendation, the assembly may, by resolution, authorize the manager to
16 execute the easement under such terms and conditions as are authorized by the assembly.

17
18 (e) *Survey*. Prior to the execution of an approved easement, the applicant shall provide a
19 survey of the easement to the standards required by the manager.

20
21 (f) *Easement price*. The sale or lease price of an easement shall be the appraised value
22 established not more than 90 days prior to assembly authorization of the easement. Upon
23 execution of the easement by the City and Borough, the applicant shall pay to the City and
24 Borough the market value of any marketable materials, timber, or other resources within the
25 easement area which will be destroyed, cut, or removed. The manager shall determine the
value of resources of any marketable materials, timber, or other resources within the
easement area which will be destroyed, cut, or removed.

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2 (g) *Improvements and changes.* No improvements or changes to improvements may be made
3 within an easement unless first approved by the manager.

4
5 (h) *As-built plans.* Immediately upon completion of the construction of any improvements
6 within the easement area, the easement holder shall provide the manager with accurate,
7 complete, and legible as-built drawings of such improvements. Upon making any changes or
8 additions to such improvements, the permittee shall provide the manager with as-built
9 drawings showing such changes or additions.

10 (i) *Relocation.* The assembly, by resolution, may direct the holder of an easement granted
11 under this section to relocate the holder's improvements within the easement or to relocate
12 the improvements to a new easement granted by the City and Borough for that purpose. Such
13 relocation shall be at the sole expense of the easement holder, and the City and Borough shall
14 not be liable to the easement holder for reimbursement of any expenses or compensation for
15 any losses or damages suffered by the easement holder or others arising out of the relocation.
16 Unless the assembly, in the resolution directing the relocation of the improvements, permits
17 otherwise, the easement holder shall remove all improvements he or she has constructed in
18 the area to be vacated. No compensation shall be due the City and Borough for the value of
19 resources which must necessarily be cut, damaged, or removed to permit the relocation, nor
20 shall the easement holder be liable for the cost of any survey required to describe a new
21 easement area.
22

23
24 (j) *Restoration.* The manager may require restoration and the posting of such security for
25 restoration as he or she determines necessary.

Section 5. Amendment of Section. CBJ 53.09.310 is amended to read:

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2 **53.09.310 Use permits.**

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4 (a) *Purposes.* Permits for less than one year for the use of City and Borough owned land
5 may be granted by the manager after review and an opportunity to comment by the assembly
6 lands committee ~~planning commission~~ for nonconsumptive uses which do not cause or require
7 significant damage to the property when it is certain that the use can be completed within
8 one year or when an application is pending for an easement, sale, or lease of the parcel to the
9 permit applicant. Permits shall be nonexclusive unless otherwise provided in the permit.

10 (b) *Application and fee.* An application for a use permit shall be filed with the manager and
11 shall be accompanied by plans, reports, a narrative, and other material sufficient to permit
12 evaluation of the proposed activities of the applicant in the permit area. The application shall
13 be accompanied by a base fee of \$15.00 plus an amount determined by the manager to be
14 sufficient to cover the cost of an appraisal of the permit right requested.
15

16 (c) *Review process* ~~Departmental and commission comment.~~ The completed application shall
17 immediately be referred to ~~the planning commission,~~ the engineering department, the
18 planning department, and such other departments as the manager determines may have an
19 interest in the land or proposed activities. Unless the manager determines that the issuance
20 of the permit would be contrary to the public interest, the manager, upon full consideration of
21 the departmental comments and consistent with the assembly lands committee's
22 recommendation ~~commission comments,~~ may issue a permit to the applicant with such
23 restrictions and conditions as appropriate. ~~If any department or the commission has~~
24 ~~submitted a written objection to the issuance of the permit, or has submitted a requested~~
25 ~~restriction which the manager's designee does not propose to include in the permit, the~~

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2 ~~manager's designee shall deliver written notice of the decision to the director of that~~
3 ~~department or the planning commission, as appropriate, at least three working days before~~
4 ~~the permit is issued. The commission or the director of such department may appeal the~~
5 ~~matter to the manager.~~
6

7 (d) *Permit fee.* The permit fee shall be the appraised value of the permit. Prior to issuance of
8 the permit, the applicant shall pay to the City and Borough an amount equal to the value of
9 any materials, timber, or other resources which will be damaged, cut, or removed from the
10 permit area. The manager shall determine the value of resources of any marketable
11 materials, timber, or other resources within the easement area which will be destroyed, cut,
12 or removed. If the manager determines that a survey of the permit area should be made, the
13 permittee shall provide such a survey prior to making any use of the permit.
14

15 (e) *Improvements and changes.* No improvements or changes to improvements may be made
16 in a permit area unless first approved by the manager.

17 (f) *As-built plans.* Upon the construction of any improvements in the permit area, the
18 permittee shall immediately provide the manager with complete, accurate, and legible as-
19 built drawings of the improvement. Upon making any changes or additions to such
20 improvements, the permittee shall provide the manager with as-built drawings showing such
21 changes or additions.
22

23 (g) *Revocability.* Use permits issued under this section are revocable at the sole discretion
24 of the manager. Upon issuing a notice of revocation to the permit holder, the manager may
25 also require the permit holder to remove any improvements placed within the permit area
and to restore the permit area to its original condition or such lesser condition as the

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2 manager may authorize. The City and Borough shall not be liable to the permit holder or any
3 other person for any costs, losses or damage arising out of the revocation or order to remove
4 improvements and restore the permit area.

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6 (h) *Security for restoration.* The manager may require such security for restoration as
7 appropriate.

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9 **Section 6. Amendment of Section.** CBJ 85.02.060, General Powers is amended to
10 read:

11 (a) Subject to state laws and City and Borough ordinances, the City and Borough Docks and
12 Harbors Board shall generally exercise all powers necessary and incidental to operation of all
13 port and harbor facilities in the public interest and in a sound business manner. In
14 particular, and without limitation on the foregoing, the board shall:
15

16 ***

17 (5) Administer and dispose of City and Borough tideland, submerged land, and other
18 land as provided by the Assembly by resolution as subject to Docks and Harbors Board
19 Administration, subject to the following limitations:
20

21 (A) No sale, purchase, or trade of land shall be made without prior review by
22 the assembly lands committee ~~planning commission~~ and approval by the Assembly by
23 resolution.
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25

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2 (B) Unless otherwise designated in advance by the assembly by resolution, any
3 lease of land shall be limited to marine-related uses, and those uses accessory to
4 tenancy on the boat harbor or use of the port.

5
6 (C) All land transactions by the board in accordance with this section shall be
7 consistent with the land management plan developed under CBJ 85.02.063.

8 (i) Land shall be leased as provided in chapter 53.20, provided that the
9 provisions of section 53.20.020 relating to a declaration of availability and
10 identification in the land management plan shall not apply.

11 (ii) For purposes of applying title 53 pursuant to this subsection (C), any
12 action required by Title 53 of the manager may be performed by the port director.
13
14

15 **Section 7. Effective Date.** This ordinance shall be effective 30 days after its
16 adoption.

17 Adopted this _____ day of _____, 2019.
18
19

20 _____
Beth A. Weldon, Mayor

21 Attest:

22
23 _____
Elizabeth J. McEwen, Municipal Clerk
24
25



Port of Juneau

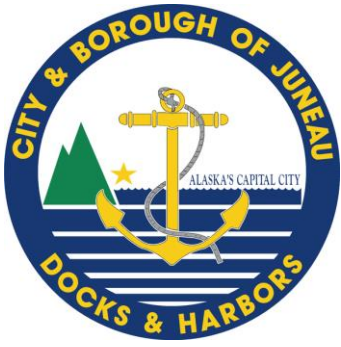
155 S. Seward Street • Juneau, AK 99801
(907) 586-0292 Phone • (907) 586-0295 Fax

From: *Carl J. Uchytel*
Carl Uchytel, Port Director
To: Docks & Harbors Board
Thru: Docks & Harbors Operations-Planning Committee
Date: March 19th, 2019
Re: FY2019 DOCKS BUDGET SUPPLEMENTAL - REQUEST

1. At the January 31th, 2019 regular meeting, the Docks & Harbors Board approved a modest increase of one Harbor Technician and one Harbor Officer to augment the 17 authorized Docks Enterprise seasonal staff from April through September. The documentation and justification for this increase was provided in enclosure (1).
2. The current authorized FY19 personnel costs for the Docks Enterprise is \$598,046. The additional cost with benefits associated with a 0.5 FTE Harbor Officer is \$39,224.25. The additional costs with benefits associated with 0.5 FTE Harbor Technician is \$28,270.13. The additional cost in FY19 to cover the months of April, May and June for the two positions is \$33,747.19. The personnel costs for FY20 have been identified in the proposed budget to be adopted by the Assembly.
3. I request the FY2019 Docks Budget be increased by \$35,000 through the supplemental process.

#

Encl (1): Memo dated January 18th, 2019



Port of Juneau

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

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

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

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

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

their associated cargo merits additional Docks & Harbors staffing.

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

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

#

Encl: Estimated staffing costs

Recorder return to: City and Borough of Juneau
Attn: Carl Uchytel, Port Director
155 S. Seward Street
Juneau, AK 99801

AMENDMENT #2 To PEOPLE’S WHARF TIDELAND LEASE

PART I: PARTIES

This Lease Amendment is between the City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska, hereafter “City” or “CBJ” and William C. Heumann, hereafter “Lessee.”

PART II: AUTHORITY TO AMEND

CBJ Ordinance No. 2006-32 granted the port director the authority to enter into a Tidelands lease with William C. Heumann for approximately 476 sq. ft. within ATS #3, subject to terms as appropriate for the lease.

William C. Heumann applied for an amendment to the leased area on January 17, 2019, requesting to amend the lease area by 305 sq. ft. as depicted on Exhibit A. The CBJ Assembly authorized the expanded tideland lease area under Ordinance No. 2019-18, providing the approval authority for the amendment contained herein.

PART III: LEASE BEING AMENDED

This is Amendment No. 2 to the People’s Wharf Tideland Lease, 2006-2041 between the City and Borough of Juneau and William C. Heumann dated November 14, 2006, as amended on May 11, 2007. Except for the amendments set forth below, the original 2006 Lease and any amendments made therein are unchanged and in full force and effect.

PART IV: LEASE AMENDMENT

The following amendments are made to the lease:

1. Appendix A, Section 1, “Description of the Property” is amended to read as follows:

Approximately 305 square feet located within fractions of Lots 9B and 13B, Block 83 of the Tidelands Addition to the City and Borough of Juneau within A.T.S. No. 3, Juneau Recording District, First Judicial District, State of Alaska, being more particularly described in Exhibit A.

2. Appendix A, Section 3, “Term and Renewal Option” is amended to read as follows:

The term of the lease as it relates to operation and maintenance of the private seawalk (consisting of approximately 466 square feet as described under Part III, Section 1 of Amendment #1) shall remain unchanged.

The term of the lease for the 305 sf included in this amendment shall be included in the original 35 year term, ending on November 7, 2041, unless sooner terminated. If the additional leased area ceases to be used as described under Section 4 below (amending Appendix A, Section 5), the lease as to the approximately 305 sf that is subject to this amendment shall terminate upon notice by the CBJ as provided under Appendix B, Section 7 of the lease agreement. If the lease of this amended area is terminated, Lessee shall be responsible for obtaining an appraisal of the updated lease area and the lease payments will be adjusted accordingly.

3. Appendix A, Section 4, “Lease Payments and Adjustments” is amended to read as follows:

For the first five years following this lease amendment, the annual rental shall be \$12,355 per year, plus sales tax. All other terms regarding payments and adjustments shall remain the same.

4. Appendix A, Section 5, “Authorized Use of Leased Premises” is amended to read as follows:

In addition to the uses authorized under the original lease, Lessee is authorized to use the leased premise for seasonal outdoor seating, seasonal storage of propane tanks, and crab pot cookers for use of the Lessee’s authorized subtenant. “Seasonal” shall mean during the timeframe when cruise vessels disembark passengers in Juneau, Alaska, which typically occurs from April-September. If the Lessee fails to use the additional leased area for the uses authorized under this section by the end of the seasonal timeframe, the CBJ may determine the Lessee has abandoned the leased area and proceed with termination of the amended leased area as provided under Appendix A, Section 3, “Term and Renewal Option”, as amended above.

All other terms and conditions of Appendix A, Section 5 remain unchanged.

PART IV: EXECUTION

The City and Lessee agree and sign below. This Lease Amendment is effective upon signature by both parties and when approved by motion of the Assembly.

CITY:

LESSEE:

Date: _____

Date: _____

By: _____
Authorized Representative
Carl Uchtyl
Port Director

By: _____
Authorized Representative
William C. Heumann

CITY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

This is to certify that on the _____ day of _____, 2019, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, Carl Uchtyl personally appeared to me known to be the Port Director of the City and Borough of Juneau, Alaska, a municipal corporation which executed the above and foregoing instrument, who on oath stated that he was duly authorized to execute said instrument on behalf of said corporation; who acknowledged to me that he signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

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

Notary Public in and for the State of Alaska

My Commission Expires: _____

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

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

My Commission Expires: _____

**EARLY ENTRY AGREEMENT FOR USE OF
CBJ PROPERTY NEAR PEOPLE’S WHARF**

PART I. PARTIES. This early entry use agreement is between the City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska (“CBJ”), and William C. Heumann (“Permittee”), of 6000 Thane Road, Juneau, Alaska, 99801.

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

CBJ:

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

Permittee:

William C. Heumann
6000 Thane Road
Juneau, AK 99801

Phone: xx
Fax : xx
email xx

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: Agreement Provisions in CBJ Chapter 53.20
Appendix C: Standard Provisions

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

CBJ:

Date: _____

By: _____
Carl Uchytel
CBJ Port Director

CBJ ACKNOWLEDGMENT

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

This is to certify that on the ____ day of _____, 2019, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **Carl Uchtyl**, to me known to be the **Port Director of the City and Borough of Juneau**, Alaska, a municipal corporation which executed the above foregoing instrument, who on oath stated that he was duly authorized to execute said instrument on behalf of said corporation; who acknowledged to that that he signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

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

Notary Public in and for the State of Alaska
My Commission Expires: _____

Risk Management Review: _____, Risk Manager

Approved as to Form: _____, Law Department

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

1. DESCRIPTION OF PROPERTY

The property subject to this agreement is generally referred to as “the Premise” or “the Property.” The Premise is located at 470 South Franklin St (PIN 1-C10-0-K83-001-2), abuts William Heumann’s property known as People’s Wharf, and is more specifically described as follows:

A fraction of Lot 13C, Block 83, Tidelands Addition to the City of Juneau, within Alaska Tidelands Survey No. 3, Plat No. 340, Juneau Recording District, First Judicial District, State of Alaska.

The Premise, depicted in Exhibit 1, contains approximately 62 square feet.

2. AUTHORITY

This early entry use agreement is authorized pursuant to CBJC 53.09.310 in anticipation of Ordinance 2019-18, which would authorize a lease for the same Premises.

The Planning Commission approved CSP2017-0005: Seasonal Use of a Portion of People’s Wharf for Temporary Food Services at its meeting on April 25, 2017.

At its meeting on March 27, 2019, the Docks and Harbors Board recommended approving use of the Premises for the 2019 season.

3. TERM

This early entry use agreement is valid from when it is fully executed and until the Assembly decides Ordinance 2019-18. If the Assembly adopts Ordinance 2019-18, then this early entry authorization terminates when a lease is executed or at midnight on June 1, 2019, whichever occurs first. If the Assembly declines to adopt Ordinance 2019-18, then this early entry authorization terminates 15 days after the Assembly’s decision.

This early entry use agreement is revocable at the sole discretion of the Port Director. The Permittee agrees that the CBJ shall not be liable to the Permittee or any other person for any costs, losses, or damages arising out of any revocation.

4. RENTAL PAYMENT AND BOND

- a) Permittee agrees to post a \$5,000 cash bond for removal of the propane tanks, screening, and the small addition onto the People’s Wharf Building.
- b) The rental fee for this early entry use agreement shall be \$114.00 per month. Any partial month shall be prorated at \$3.80 per day.

- c) Permittee 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.
- d) CBJ's acceptance of less than the full amount of any payment due from Permittee 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

Capital City Fire & Rescue has indicated that no propane tanks shall be located within three feet of any opening, such as windows or doors. Permittee requested the use of 305 square feet of CBJ property for a small addition and siting of propane tanks for Tracy's Crab Shack. Permittee is authorized to use the Premises solely for a small addition onto the People's Wharf Building and siting propane tanks as described in CSP2017-0005.

Permittee 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

Permittee is hereby on notice that this agreement may make all or a portion of the Premises taxable. Permittee 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 Permittee's use of the Premises.

7. UTILITIES AND SERVICES

If the Permittee wants utilities or services provided to the Premises, the Permittee shall furnish and pay, at Permittee'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

Permittee shall provide a certification of proper insurance coverage to the CBJ, including amendatory endorsements as required. Permittee 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 below. At least 30 days prior to the cancellation, non-renewal or reduction in the amount of coverage, Permittee shall provide written notice to the CBJ's Risk Management. The Permittee's insurance shall be primary and any insurance maintained by the CBJ shall be non-contributory. 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. Any deductibles and self-insured retentions must be declared to and approved by the CBJ. The CBJ may require the Permittee to provide proof of ability to

pay losses and related investigations, claim administration, and defend expenses within the retention.

Commercial General Liability Insurance. Permittee shall maintain in full force and effect, at its own expense, at all times during this agreement, commercial general liability insurance in the amounts of \$1,000,000 per occurrence and \$2,000,000 general aggregate. If the Permittee maintains higher limits than shown below, the CBJ shall be entitled to coverage for the higher limits maintained by the Permittee. **This insurance policy shall name CBJ as an “Additional Insured”**

Property Insurance. Permittee acknowledges that CBJ carries no fire or other casualty insurance on the Premises or improvements located thereon belonging to Permittee, and that it is the Permittee’s obligation to obtain adequate insurance for protection of Permittee’s buildings, fixtures, or other improvements, or personal property located on the Premises, and adequate insurance to cover debris removal.

APPENDIX B: AGREEMENT PROVISIONS OF CBJ CHAPTER 53.20 and CBJ CHAPTER 50

1. RESPONSIBILITY TO PROPERLY LOCATE ON AGREEMENTD PREMISES.
Consistent with CBJ 53.20.160, it shall be the responsibility of Permittee to properly locate Permittee’s improvements on the Premises and failure to so locate shall render Permittee’s liable as provided by law.

2. APPROVAL OF OTHER AUTHORITIES.
Consistent with CBJ 53.20.180, the issuance by CBJ of leases and early entry use authorizations, including this agreement, under the provisions of CBJ Title 53 does not relieve Permittee 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 AGREEMENTS REQUIRED BY CBJ 53.20.190.
Consistent with CBJ 53.20.190, the following terms and conditions govern all leases early entry authorizations and are incorporated into this agreement.

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

(b) **Subleasing.** Permittee may sublease the Premises or any part thereof leased to Permittee hereunder; provided, that the proposed sub-Permittee shall first apply to CBJ for a permit therefore; and further provided, that the improvements on the Premises are the substantial reason for the sublease. Agreements not having improvements thereon shall not be sublet.

Subleases shall be in writing and be subject to the terms and conditions of the original agreement; all terms, conditions, and covenants of the underlying agreement that may be made to apply to the sublease are hereby incorporated into the sublease.

(c) **Assignment.** Permittee may assign its rights and obligations under this agreement; 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 agreement. All terms, conditions, and covenants of the underlying agreement that may be made applicable to the assignment are hereby incorporated into the assignment.

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

(e) **Cancellation and Forfeiture.**

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

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

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

(f) **Notice or Demand.** Any notice or demand, which under terms of an agreement 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.

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

(h) **Entry and Reentry.** In the event that the agreement 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 Permittee 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 agreement.

(i) **Lease.** In the event that the agreement 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.

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

(k) **Written Waiver.** The receipt of rent by CBJ with knowledge of any breach of the agreement by Permittee or of any default on the part of Permittee in observance or performance of any of the conditions or covenants of the agreement, shall not be deemed a waiver of any provision of the Agreement. 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 Permittee prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing and signed by CBJ.

(l) **Expiration of Agreement.** Unless the agreement is renewed or sooner terminated as provided herein, Permittee shall peaceably and quietly leave, surrender and yield up to the City all of the Premises on the last day of the term of the agreement.

(m) **Removal or Reversion of Improvement upon Termination of Agreement.** Improvements owned by Permittee shall within seven calendar days after the termination of the agreement be removed by Permittee; 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 Permittee may, with the consent of CBJ, be sold to the succeeding Permittee. All periods of time granted Permittee to remove improvements is subject to Permittee's paying the CBJ pro rata rental fees 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.

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

(o) **Compliance with Regulations Code.** Permittee 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 Premises.

(p) **Condition of Premises.** Permittee shall keep the Premises in a 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 Premises. Permittee shall not undertake any activity that causes or increases a sloughing off or loss of surface materials of the Premises.

(q) **Inspection.** Permittee shall allow an authorized representative of CBJ to enter the Premises for inspection at any reasonable time.

(r) **Use of Material.** Permittee 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.

(s) **Rights-of-Way.** CBJ expressly reserves the right to grant easements or rights-of-way across the Premises 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 Premises, then this agreement is revoked.

(t) **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 agreement and no guaranty is given or implied that it shall be profitable to employ land to said use.

(u) **Agreement Rental Credit.** When authorized in writing by CBJ prior to the commencement of any work, Permittee may be granted credit against current or future rent; provided the work accomplished on or off the Premises results in increased valuation of the Premises 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 Permittee upon termination of the agreement.

APPENDIX C: STANDARD PROVISIONS

- (1) **Holding Over.** No holdovers are authorized.
- (2) **Interest on Late Payments.** Should any installment of rent or other charges provided for under the terms of this agreement 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 agreement, Permittee shall pay, in addition to the rents, all taxes, assessments, rates, charges, and utility bills for the Premises and Permittee shall promptly pay or otherwise cause to be discharged, any claim resulting or likely to result in a lien, against the Premises or the improvements placed thereon.
- (4) **Easements.** Permittee shall place no building or structure over any portion of the Premises where the same has been set aside or reserved for easements.
- (5) **Encumbrance of Parcel.** Permittee shall not encumber or cloud CBJ's title to the 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 agreement.
- (6) **Valid Existing Rights.** This agreement 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 agreement.
- (7) **Non-Discrimination Laws.** Consistent with CBJ 41.05 and Title 18 of the Alaska Statutes, Chapter 80, Article 4 (Discriminatory Practices Prohibited), Permittee 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 Permittee's failure to comply any of the above non-discrimination covenants, CBJ shall have the right to terminate the lease.
- (8) **Unsafe Use.** Permittee shall not do anything in or upon the 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.** Permittee 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 Premises by Permittee. 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 agreement. The obligations of Permittee arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify Permittee in a timely manner of the need for indemnification, but such notice is not a condition precedent to Permittee's obligations and may be waived where the Permittee has actual notice.

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

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



Port of Juneau

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

Request for Information/Statement of Interest No. DH19-070 for: REMOVAL, SALVAGE AND/OR DISPOSAL OF M/V LUMBERMAN

The City and Borough of Juneau (“CBJ”) Docks & Harbors (D&H) is soliciting Request for Information (RFI)/Statements of Interest (SI) from salvage or marine disposal operators and/or professionals experienced in providing marine salvage or marine disposal type services to vessels. These providers or professionals should have knowledge and expertise in marine salvage operations and federal/state laws/regulations governing the same. Qualified submitters must possess the ability to work in conjunction with D&H, state/federal agencies, and other maritime stakeholders to provide safe and efficient removal of the 107ft M/V Lumberman from Gastineau Channel, Juneau Alaska.

The Intent of this RFI/SI is to identify qualified organizations or professionals and their availabilities to meet the needs of D&H. Responses will be reviewed and evaluated for potential economic viability to provide the required services. After which, D&H may or may not, choose to move forward with a formal competitive procurement process to secure removal/salvage operations of the M/V Lumberman. D&H is seeking alternatives which would provide the most cost effective solution to remove the M/V Lumberman out the City & Borough of Juneau in an environmentally legal manner. D&H will not consider deep water scuttle options.

Interested organizations should submit a response to this Request for Information/Statement of Interest that includes, at a minimum, the following information:

1. Contact information for your company.
2. Your organization’s experience and distinctive capabilities pertaining to marine salvage operations & management. Include your organizational chart, size, and structure, areas of service and locations.
3. Provide a resumes for each senior leader and/or contractors who would be assigned to work on this project, include their areas of expertise, and denote who would be the lead professional.
4. Outline your organization’s accessibility, commitment for regular cooperation, ability to coordinate services with D & H.
5. Provide general demolition/removal concepts for D&H’s consideration in preparing firm fixed price contract documents, including resources to accept scrap metal for recycling or disposal.
6. Interest to purchase the vessel for relocation outside of the City & Borough of Juneau.

Docks & Harbors will provide a pre-submission meeting at 10 a.m., 18 April in Room 224 of City Hall to answer any question pertaining to this RFI/SI.

DEADLINE: The CBJ Docks & Harbors requests submitted responses, prior to 2:00 p.m., on Friday, May 1st, 2019. Title or label your submission with DH19-070. Please email or fax submittal responses to D&H via: EMAIL: Carl.Uchtyl@juneau.org or FAX: (907) 586-0294. For further information, questions or clarification, contact: Carl Uchtyl, Port Director, City & Borough of Juneau, or call (907)586-0292.

PORT ENGINEER'S PROJECT STATUS REPORT

Gary Gillette, Port Engineer

Auke Bay Loading Facility - Phase II				
TIGER Grant Reporting - Annual	On-Going	Sept. 2019		Annual equipment report - until value of \$5K
Statter Master Plan Phase III				
Phase III A - Blasting, Dredging, Retaining Wall				
Army Corps of Engineers Permit	In Progress		PND	
Incidental Harrasment Authorization	In Progress		PND	
Eagle Permit	In Progress		Staff	
Design - Bid Documents	In Progress		PND	
Construction Bid	Hold		TBB	
Construction	Hold	Fall 2019	TBD	Pending ACOE Permit
Phase III B - Float Installation				
Army Corps of Engineers Permit	In Progress		PND	
Incidental Harrasment Authorization	In Progress		PND	
Eagle Permit	In Progress		Staff	
Design - Bid Documents	In Progress		PND	
Construction Bid	Hold		TBB	
Construction	Hold	Winter 2020	TBD	Pending ACOE Permit
Phase III C - Uplands, Restrooms				
Eagle Permit	In Progress		Staff	
Design - Bid Documents	In Progress		PND	
Construction Bid	Hold		TBB	
Construction	Hold	Fall 2021	TBD	
Archipelago Property Procurement				
Funding Ordinance Hearing	In Progress	28-Jan-19	Staff	Assembly Approved
Purchase and Sale Ordinance Hearing	In Progress	28-Jan-19	Staff	Awaiting Assembly Approved
Downtown Waterfront Improvements				
Geotech Report	In Progress		PND	Awaiting Final Report
Materials Procurement	In Progress		Island Const.	
Army Corps of Engineers Permit	In Progress		PND	
Incidental Harrasment Authorization	In Progress		PND	Preparing Submittal Document
95% Design Sumittal	In Progress	29-Mar-19	PND	
D&H 95% Design Review	Hold	3-May-19	Staff	
Final Bid Documents	Hold	6-May-19	PND	
Bid Opening	Hold	19-Jan-19	Staff	
D&H Board Approval	Hold			
Assembly Approval	Hold	24-Jun-19		
On-Site Construction	Hold	31-Jul-19	TBD	

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Substantial Completion	Hold	5-Jun-20		
Final Completion	Hold	28-Aug-20		
Amalga Harbor Fish Cleaning Station				
Public Meeting	In Progress	2-Apr-19	PND	Date to be determined
Permitting	Hold			ACOE Permit
Design	Hold		PND	
Construction	Hold		TBD	
Aurora - Harris Harbors Dredging				
Dredging Activity	Hold	Fall 2019	ACOE	Awaiting final dates for work
Auke Bay Marine Station				
Subdivision	In Progress		Staff	Coordinate with UAS
Shared Costs with UAS	In Progress		Staff	Clarify with Nathan Leigh
Marine Park Sheet Wall Coating				
Construction	In Progress		Purcell	Contractor on-site
Contract Administration & Inspection	In Progress		Tinnea	
ADOT Grant Application - Harris Anodes				
Anode Installation	Hold		Staff/PND	Awaiting Legislative Action in 2019
Statter Breakwater Safety Improvements				
Phase II	Hold			Awaiting Board direction
Sewage Pump-Out Improvements				
Douglas Barge	In Progress		Staff	Awaiting materials
Statter Winterization	Hold		Staff	Seeking Funding
Harris Winterization	Hold		Staff	Seeking Funding
D&H Managed Lands - Surveys				
ASLS 2013-15 - Uplands at Tee Harbor	Hold	2020	TBD	
ATS 1682 -DIPAC-Channel Construction	Hold	2020	TBD	
ATS 1690-NPS Dock at Indian Point	In Progress	2019	TBD	Evaluating RFPs
ATS 1691 - Adjacent to ABMS	In Progress	2018	PDC	Awaiting Prelim Plat Comments
ATS 1692 - North Douglas Boat Ramp	In Progress	2019	PDC	Preliminary Plat comments
ATS 1693-DIPAC Wayside Park	Hold	11-Jul-05	TBD	
ATS 1694-Tee Harbor Submerged Lands	Hold	2020	TBD	
ATS 1707 - Cruise Berths	In Progress	2018	DOWL	Awaiting CDD Comments
Archipelago Lot Easement	In Progress		Staff	May be moot if CBJ purchases land
Visitor Information Kiosk				
Construction	In Progress		Island Const.	Begin Demolition 26 Feb 19
Construction Admin and Inspection	In Progress		JYL	
Wayside Park Float				
Dredging as Float Grounds Out	Hold			Awaiting Funding
N. Douglas Boat Launch Expansion Study				

PORT ENGINEER'S PROJECT STATUS REPORT

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Conceptual Design	In Progress		PND	Awaiting cost estimate
Aurora Harbor Re-Build - Phase III				
Phase IIIA - Demolition				
Design and Bid Documents	Hold		PND	Awaiting funding
Phase IIIB - Dredging				
Army Corps of Engineers	Hold	Fall 2019	ACOE	Awaiting final dates for work
Phase IIIC - Float Installation				
ADOT Grant Application	Hold		Staff/PND	Awaiting Legislative Action in 2019
Small Cruise Ship Moorage Study				
Request for Proposals	Complete		PND	Awaiting fee proposal
Security Check Stations				
Design	Complete		PND	
Bid Opening	Hold			Awaiting funding - Passenger Fees
Board approval of bid	Hold			
Assembly Approval	Hold			
Construction	Hold		TBB	
Dockside Safety Guardrail				
Design	Hold			Awaiting funding - Passenger Fees
Bid Opening	Hold			
Board approval of bid	Hold			
Assembly Approval	Hold			
Construction	Hold			