

CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING AGENDA
For Thursday, January 31st, 2019

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

MOTION: TO APPROVE THE AGENDA AS PRESENTED.
- IV. Approval of December 20th, 2018 Board minutes**
- V. Approval of January 23rd, 2019 Special Board minutes.**
- VI. Public Participation on Non-Agenda Items** (not to exceed five minutes per person, or twenty minutes total time).
- VII. Consent Agenda –**
 - A. Public Requests for Consent Agenda Changes
 - B. Board Members Requests for Consent Agenda Changes
 - C. Items for Action
 1. Additional Seasonal Port Harbor Officer and Port Harbor Technician FTE

RECOMMENDATION: TO RECOMMEND AN ADDITIONAL 0.5 FTE HARBOR TECH AND 0.5 HARBOR OFFICER STAFF INCREASE BE PROVIDED TO THE DOCKS ENTERPRISE FOR THE 2019 SEASON.
 2. Channel Construction Barge Loading Facility

RECOMMENDATION: THAT THE BOARD APPROVE THE REQUEST OF GASTINEAU LANDING LLC TO CONSTRUCT IMPROVEMENTS ON CBJ TIDELAND LEASES LOT 2 ATS 7 AND ATS 1503.**MOTION: TO APPROVE THE CONSENT AGENDA AS PRESENTED.**
- VIII. Unfinished Business**
- IX. New Business**
 1. People's Wharf Lease – Square Foot Extension
Presentation by the Port Director

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Committee Questions

Public Comment

Committee Discussion/Action

MOTION: TBD

2. LUMBERMAN

Presentation by the Port Director

Committee Questions

Public Comment

Committee Discussion/Action

MOTION: TBD

3. FY2019 AND FY2020 Budget Cycle

Presentation by the Port Director

Committee Questions

Public Comment

Committee Discussion/Action

MOTION: TO APPROVE THE AMENDED FY2019 AND FY2020 BUDGETS AS PROPOSED AND REQUEST THE ASSEMBLY DO THE SAME.

X. Items for Information/Discussion

1. CLIA Lawsuit

Presentation by the Port Director

Board Discussion/Public Comment

2. Cruise Ship Docks - Coast Guard Security Requirements

Presentation by the Port Director

Board Discussion/Public Comment

XI. Committee and Member Reports

1. Operations/Planning Committee Meeting- Wednesday, January 23rd, 2018

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- 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 – Wednesday, February 20th, 2019 at 5:00pm
- b. Board Meeting – Thursday, February 28th, 2019 at 5:00pm

XVII. Adjournment

CBJ DOCKS AND HARBORS BOARD
REGULAR BOARD MEETING MINUTES
For Thursday, December 20th, 2018

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 (via Telephone), James Becker, Mark Ridgway, Bob Wostmann, and Don Etheridge.

Absent: Bob Janes, David McCasland, Dan Blanchard, Budd Simpson

Also present were the following: Carl Uchtyl – Port Director, Gary Gillette – Port Engineer, Dave Borg – Harbormaster, Matt Creswell – Deputy Harbormaster, Teena Larson- Administrative Officer 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 November 29th, 2018 Regular Board Minutes

Hearing no objection, the November 29th, 2018 Regular Board Minutes were approved as presented.

V. Public Participation on Non-Agenda Items –
Dan Hickok, Juneau, AK

Mr. Hickok wanted to discuss the parking situations at Harris, Aurora, and Douglas Harbors. They are permitted for three and fourteen days. There is grid parking and handicapped for up to four hours and you can get a free permit from Docks and Harbors between the hours of 8:00am and 4:30pm. He said he brings this to the Board because on November 14th he received a citation. He parked at Harris Harbor which he has done for over 20 years to help his father on his boat. He was there at 7:45am and returned to his vehicle at 10:55am and he received a citation. He said you can get a free permit, but you have to be at the office between 8:00am and 4:30pm. If you decide to take off Sunday night and return Monday morning, you will receive a citation. If you can get a free permit, you should be able to get it 24/7. He said the Harbor has someone monitoring dogs and parking lots and everything else seven days a week that can write you a citation, but if you take off after the harbormaster office closes, you cannot get the free permit. There is no way to pay money to get a permit so you don't get a citation. He thinks this is odd that it is a public facility and you can't go walk the docks Sunday afternoon or go buy fish Friday afternoon without possibly getting a citation. He is willing to pay the \$25.00 citation but it is odd that you can only get the free parking permit during certain hours but you are able to park in the parking facility 24/7 and there is always someone on duty that can write a citation.

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Mr. Becker asked if he has parking stickers from years past?

Mr. Hickok said no. He said he has gone with his father in his boat who has had a stall in the Harbor for over 25 years. They have done winter hunts and summer time fishing and he said he never received a citation. He said he did not even realize it was an issue in the winter time. He said he is aware of Statter Harbor paid parking in the summer time but they also have 30 minute free parking stalls. Harris, Douglas, and Aurora Harbors do not have the 30 minute free parking stalls that he knows of. He wanted to bring this to the Board's attention.

Mr. Becker said he has a lot of parking stickers on his vehicle and he received a reminder to get a new current parking sticker one time. He asked if there is no sticker present, do harbor officers just assume they are in violation and give them a ticket?

Mr. Hickok said Mr. Borg informed him that was how they keep the derelict vehicles out of the Harbors parking areas. He said he understands that, but it seems like there are already several derelict vehicles in the parking lots with flat tires. They have parking permits and are totally legal, but they are the derelict ones and he was only there for four or five hours and received the ticket. There could be a three day pass or if a vehicle is there for over 24 hours, then give them a violation.

Mr. Wostmann said he is sympathetic to this situation because it has happened to him. He went to help a friend in the harbor on the weekend and he is always suspicious if his stickers are no longer valid because he no longer has a vessel of his own and he wonders if he is going to get a ticket. During what hours are the parking lots patrolled and tickets issued? Is it only during the office hours, or is it seven days a week?

Mr. Borg said it is the office hours and seven days a week. On the weekends there is a Harbor Officer on duty but just during the hours of 8:00am and 4:30pm.

Mr. Wostmann said but the office is not open on the weekend. If he shows up at 1:00pm Sunday afternoon to help a friend work on his boat, is he risking a ticket if he parks in Harris Harbor?

Mr. Borg said there is an opportunity you could get a ticket if they are giving out tickets that day. However, if you come in Monday morning with your ticket and explain your situation, we can give you a temporary parking pass which is good for three months. He said we also void tickets, which he explained to Mr. Hickok, but he just left and was not interested in waiting for that process. The Officer who wrote the ticket is the only one that can void the ticket. At the time Mr. Hickok came in the office, the Officer was on Jury Duty and he needed to come back.

Mr. Ridgway asked if the Harbor Officer is still willing to void the ticket?

Mr. Borg said yes, but only the Harbor Officer that wrote the ticket can void the ticket which is CBJ wide. He said it is against the law for an officer to void another officer's ticket.

Mr. Ridgway asked if it was correct that the parking lots are manned 24/7?

Mr. Borg said they are not manned 24/7.

Mr. Ridgway asked if there is anything that can be put in place to make it easier for Mr. Hickok to obtain a temporary parking pass after hours in the future?

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Mr. Borg said this works great at Statter Harbor because there is paid parking, but we don't do this at the other harbors because we don't charge for parking.

Mr. Etheridge said this would be a good item to bring up at the next OPS meeting.

Mr. Hickok said it would make more sense being a public facility with mechanics, fish buyers, and people walking the docks to not have to go get a permit before they can park their vehicle.

Mr. Etheridge said he was on the Board at the time when the parking regulation was being redone. There were people at that time wanting to store vehicles, park at the harbor and go other places, and school personnel were also using it which is the reasons for the parking restraints.

VI. Consent Agenda - None

VII. Unfinished Business

1. FY20 Marine Passenger Fee – Request

Mr. Gillette said in the packet starting on page 15 is the list and description of items staff proposes to submit to the City Manager for funding under the Marine Passenger Fee program. Most of this list has gone through the Operations Committee. He went over the items on the list that are new or changed on the list;

- On page 21 in the packet is an EMS response vehicle that has been added which was a request from the Harbormaster. This would be available if there was an emergency on a ship. Often ships arrive at the dock and have someone that needs to be transported to the hospital. With the large number of people getting off the ship, EMT and fire personnel currently take a gurney and go through the crowd to get the person needing medical assistance. Staff would like to get an electric vehicle built for this type of purpose to be able to carry a gurney and get to the ambulance quicker.
- On page 22, staff is asking for funds for the Docks Division operations. This is because the Dock personnel of our enterprise are primarily connected to serving the vessel while they are in port with security, maintenance issues, and other similar things.
- One other item is the Area Wide Operations on page 15. Staff is asking for \$225,000 which is \$75,000 more than in previous years. This is to add two personnel that was already discussed with the Board in the past and it was recommended to go forward with the additional personnel.

Mr. Gillette said this is the list that will go to the City Manager for his consideration.

Board Questions

Mr. Ridgway asked what does year round maintenance and monitoring of Marine Park entail?

Mr. Gillette said maintenance refers to garbage, power washing, putting up banners, and monitoring is for general security.

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Mr. Wostmann clarified that the items on the list is requested to be paid out of Marine Passenger Fees. He asked if the items are all affected by the Judge Holland ruling and if they are all appropriate?

Mr. Gillette said correct.

Mr. Wostmann asked if staff has any input if there is going to be push back on any of the items on the list.

Mr. Gillette said at this point there are still discussions going on. Staff feels we can make a case for all items listed and they are connected to the vessel.

Mr. Wostmann asked when Docks & Harbors would know if there is going to be a dispute for the requested items?

Mr. Gillette said he is not aware of any issues and the Assembly has had two executive sessions to discuss these items, but they have not released any public information on their intentions.

Mr. Becker asked if the \$225,000 is correct with the staff additions.

Mr. Gillette said the \$225,000 includes the additional staff.

Mr. Uchytel said the City Manager is still going with the guidance provided in December and the requests are due on January 2nd. The City Manager, in consultation with the Assembly, will make the final decision of what projects get funded and what doesn't. There is no risk to Docks & Harbors because it will be sorted out with guidance from CBJ Law, the Assembly, and the Manager office.

Mr. Ridgway asked if the CBJ Parks & Rec Maintenance Landscaping is year round and how they come up with that number?

Mr. Uchytel said Parks & Rec landscaping division uses an algorithm with so much grass, trees, flowers, and square footage that they maintain is how the price is determined. The services they provide is only in the summer. He said this request is likely not to meet the Judge Holland ruling.

Public Comment-None

Board Discussion/Action

MOTION By MR. RIDGWAY: THAT THE BOARD APPROVE THE FY20 MARINE PASSENGER FEE REQUEST AS PRESENTED AND ASK UNANIMOUS CONSENT.

Motion passed with no objection.

2. Yankee Cove Lease – Rental Adjustment objection

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Mr. Uchytel said he handed out an 11 page separate packet which he put together today with a logical order of events for this lease. Mr. Hobbs dropped off a letter on November 6th which is in the main packet where he is asking for compensation for the services to Horan & Company for the Appraisal. He said Mr. Horan is also on the telephone to answer questions. He went page by page of his separate handout to point out the history of this lease and the convoluted path that has led us to where we are today. He said he is not prepared to discuss any of the nuances of the appraisal and that is why Mr. Horan is on the telephone. Mr. Uchytel went over the packet he provided.

- Page one of the packet the City received 251 acres of State Tidelands and ATS1347 was one of the parcels CBJ was originally going to acquire only .9 acres. It wasn't until about 2007, after Mr. Hobbs built the breakwater and dock that we received the different area that Mr. Hobbs, Yankee Cove Development, is leasing currently.
- On page two, Yankee Cove Development proposed moving from the original area we were going to receive to inside Yankee Cove. At that point there was a proposal by Yankee Cove Development to build a dock.
- On page three it shows the proposed dock and dredging in support of the floating dock plus the filled in area for a gravel pad.

Mr. Uchytel said the following pages of his report is broke down into facts, his opinions, and recommendations. Under facts;

- March 2005 is when Docks & Harbors Board approved entering into a lease on a parcel inside Yankee Cove and at that point the City asked for the survey instructions for ATS 1347 from DNR.
- After the Board approved the lease, Yankee Cove Development started building the breakwater and float and finished in 2006.
- In April of 2006, the City received the As Built from Mr. Hobbs and needed to ask DNR for an amendment from the ATS 1347 .9 acres area to the 3.9 acre area inside Yankee Cove.
- Mr. Uchytel said on pages four and five in his packet shows the two tracts on the map that was in Yankee Cove Development application to the Corps of Engineers which was a much larger foot print back then from what he currently leases. The one tract is .75 acres where Mr. Hobb's built his breakwater and the other tract is 3.15 acres where he built his dock.
- In 2006 an appraisal was requested and Horan & Company conducted the appraisal which came up with a lease value of \$9,750 annually.
- On page six of his packet, later in the year of 2006, the Port Director recommended to the Board to adopt the market rate of \$9,750 annually. There was back and forth with Mr. Hobbs and the previous Port Director after which he recommended Mr. Hobbs getting a second appraisal if he didn't agree with the 2006 appraisal.

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- In 2007, without the second appraisal, the Board approved a lessor amount for the smaller foot print that resulted in the current annual rate of \$1839.30. Even though the City went back to DNR and said based on the application for development of 3.9 acres, the Board approved a much smaller foot print that amounted to .84 acres.
- Mr. Uchytel said the .84 acres is reflected on pages seven and eight in his packet. This is a much smaller area and the Board agreed to \$.05 per square foot.
- It wasn't until February of 2008 that the lease contract was signed by the City and there was a contractual agreement with Yankee Cove.
- In 2009 CBJ received the survey instructions from DNR for ATS 1347 which was the first parcel back in 2001. It took eight years to receive the survey instructions. When the state conveyed all the tidelands to the City, that gave us the right to manage the land but not until the land is surveyed and replatted that we have a title to the land. After the survey instructions were received, Docks & Harbors then needed to find a surveyor and have the new area surveyed.
- In 2013 we received a plat for the new area which is now ATS 1677. Mr. Hobbs current lease still has ATS 1347 and it needs to be changed to the new number of ATS 1677.
- On the top of page nine shows the new ATS 1677 map. However, in the lease the City signed with Yankee Cove Development it is just a small portion of which the City now has in patented tidelands.
- It is important to bring up what is in the terms of the lease; *that every five years the lease calls for readjusting the annual lease payment.*
- In 2013 we made a policy decision to not reappraise this property because the new survey as well as the annual lease was less than \$2,000. For small dollar leases we made the decision to not reappraise at that time.
- On page nine, in the lease it states; *the lessee will pay all appraisal costs associated with reevaluating and making adjustments to the annual lease payment.*
- On page ten, as far as leases go, he has been told that what is in a signed lease between two parties if things aren't clear, you would then go to regulation and ordinances. Also on page 10 shows the dispute resolutions in regulation; *if the lessee disagrees with the initial appraisal the lessee shall pay for another appraisal. If they are not happy with the second appraisal then Docks & Harbors Board will get a third appraisal and if there is still disagreement it will go to the Assembly and the Assembly decision will be final.*
- He said more recently in October of 2017 a new appraisal was ordered and established a new lease rent of \$.12/square foot which is \$4,414.00 per year. The lease amendment was sent to Yankee Cove to update the lease with the new ATS number and it was not signed because of the disputed items within the lease.
- In February of 2018, the new appraisal was brought to the Ops/Planning Committee and they approved the lease rate. It was not forwarded to the full Board because he wanted Mr. Hobbs present with the lease adjustment.

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- In November 2018 staff received the letter from Mr. Hobbs. In the appraisal it talks about the amount of revenue that is collected for Yankee Cove Development in 2007 it was \$10,000 a month and it is adjusted annually by the Anchorage CPI.
- It does appear Yankee Cove Development does sub-lease to Coeur Alaska but we do not have any record of that in our lease documents as well as Yankee Cove Development also serves the Fjordland Express during the summer.

Based on facts, he came up with his opinions which are;

1. Yankee Cove Development did benefit by postponing a lease adjustment in 2013.
2. Yankee Cove Development did benefit financially by beginning operations in 2006 and not paying rent until 2008.
3. In the lease, the Lessee is responsible for paying the lease rent appraisals and challenging any lease rent adjustments.
4. Mr. Hobbs did not challenge the appraisal and has not exercised that right within six months of the Port Directors proposing a lease rent.
5. In 2006, the Lease rent was proposed and the Lessee did not obtain a second appraisal when asked.
6. The current proposed lease rent is not excessive which is less than 3.5% of the revenue collected by Yankee Cove Development by serving the Coeur Mine Boats.

Mr. Uchytel said his recommendation is to invoice Yankee Cove at the current appraised rate.

Board Questions

Mr. Ridgway said in review of the Yankee Cove Development letter, does the lease speak to services being provided by the City or Docks & Harbors?

Mr. Uchytel said no.

Mr. Ridgway asked if the lease speaks to utilizing comparison between a percentage of income and what the lease should be?

Mr. Uchytel said it does not.

Mr. Ridgway asked if the \$9,750 that was recommended in 2006 appraisal based on the same parcel size of usage?

Mr. Uchytel said he is pointing out that in 2006 it was a larger size and Horan appraised it at \$2,500 per acre.

Mr. Ridgway said in 2006 the value placed on this property was significantly higher than what was paid and what was recently done in the 2017 appraisal. He wanted more information on the appraisals.

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Ms. Larson said the 2006 appraisal was done on the entire size and ended up being \$.04 a square foot.

Mr. Becker said he felt the comparisons were slanted. There wasn't a direct comparison with other sites. The only one close was the one in the Auke Bay complex where the crew boats leave to go to Greens Creek. They are different parcels and they have utilities in Auke Bay. He asked to describe the differences between the subject lease and the one that leaves Auke Bay.

Mr. Horan said he believes the Auke Bay site referenced is the Gitkov Dock. They have two tideland leases at that location which is ATS1525 and ATS1170. Together they are about 2.8 acres. He said he believes the rent on ATS 1170 is \$11,030 annually and the rent on ATS 1525 is \$7,200 so together the rent is \$18,200. There are a lot of other operations at the Gitkov dock in addition to the Greens Creek boat arrivals and departures. In comparison, the departure dock at Yankee Cove for Kensington, the rent is estimated at \$4,414 for similar functions. He said he also looked up what the receiving dock at Young's Bay charges Greens Creek which is \$6,200 annually. The Kensington receiving dock at Slate Cove is \$6,770 annually. Looking at this on a dock site/dock site basis, they are similar.

Mr. Becker said he thought Yankee Cove Development, because it is connected to the highway, had greater value than the two remote sites but the functions are the same. The Gitkov dock has utilities where Yankee Cove Development does not. He wanted to have the one Gitkov lease area that has the dock for the Greens Creek boat compared to the Yankee Cove Development dock.

Mr. Horan said the Gitkov dock is composed of two different tideland leases. The one lease with his dock is ATS1170 and the latest rent set in 2012 is \$11,030 annually or \$.15 per square foot for the 1.7 acre site.

Mr. Ridgway asked Mr. Horan how he addresses one facility that has services and one that doesn't in his appraisal? He said he is not sure it is relevant because the lease does not speak to services.

Mr. Horan said to use the remote sites off the road system would be inferior. The market for this information is limited. You can't make discreet adjustments for every difference, but you can look at the qualitative difference and brace and rate what is better or worse. This is done specifically in the appraisal. There is a range of rents from \$.06 a square foot which represents the end of the road Cascade Point large acreage site which is inferior to the Yankee Cove site because no power and further out the road to the Auke Bay sites, which are superior because they have utilities and more convenient to get to. In his comparisons he shows better and worse sites and determines if the subject site is more like the worse ones or the better ones.

Mr. Ridgway asked Mr. Horan if he took into account in his appraisal when he was evaluating other properties such as Glacier Seafood, Allen Marine, and the Smith properties that they had services and utilities and the Yankee Cove does not?

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Mr. Horan said yes.

Mr. Ridgway asked how much an appraisal costs?

Mr. Horan said about \$5,000, more or less. If his company is able to do several that are very similar it could be as low as \$3,500.

Mr. Ridgway asked if there are other appraisers in Southeast Alaska that can perform this work?

Mr. Horan said his company is the only full service commercial appraisal firm in Southeast Alaska but there are companies in Seattle, lower 48, and Anchorage that provide these services.

Public Comment

Mr. Marion Hobbs, Juneau, AK

Mr. Hobbs said after he received Mr. Uchtyl's separate report, he has many questions. He said in his letter he addressed to the Board he believes it is fair to say that he is at a remote location and has a lot of hardships that is not involved with the other comparisons used in Mr. Horan's appraisal. He believes there is not a big difference per square foot between \$.12 a square foot for Yankee Cove and \$.15 or \$.16 per square foot at Allen Marine or the Gitkov dock for the services and location. Mr. Hobbs said the Gitkov's have two leases but on the picture he received last week there are three leases and it shows the Gitkov barge is divided with the City tidelands lease. It is not entirely encumbered so he has use of a lot of area that is probably State area. He said Mr. Uchtyl said there was a conveyance from the State to the City on the different tideland leases and he has record that in 2000 or 2001 the state notified the City that the original ATS was obsolete and no longer in use so we have been working with the original ATS number since then. One big problem Mr. Hobbs said he had was, and he asked the question to our previous CBJ Attorney Amy Mead, why is it that the Lessee every five years has to pay for an appraisal and if we disagree the Lessee has to go pay for another one. There is no logic in this. The subject was brought up that when the original agreement was made; at that time he contested the tideland lease rent rate so why didn't he contest it again? The reason he didn't contest it was he made an agreement in house with the previous Port Director for the \$.05 per square foot and so he had no reason to contest it. One of the subjects brought up earlier was he was notified by Coeur Alaska, Kensington Attorneys, prior to all this later stuff coming up, that there were things in the agreement that was not legal and needed to be adjusted. They are not huge but needed to be corrected, one being the leased area corrected and the other that he did not notify CBJ that he was sub-leasing directly to Coeur. However, CBJ knew he was sub-leasing to Coeur because that is why this dock was built in the first place was to supply Kensington with services which was done in 2003 or 2004. So the knowledge was there but it wasn't written down. In the whole scheme of things, this whole lease needs to be legally gone through and adjusted so there are not any of these disagreements anymore. One disagreement he wanted to point out to the Board is he showed on a map that Horan was using a specific map that contained the DOT right of way. He asked the question how

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Mr. Horan can include the right of way in the square footage? He said this is one of the many questions that keeps coming up. He said he is asking to simplify things here and now or dig into this a whole lot deeper and look into the legal matters within the lease. He asked the Board if they believe raising his lease rate from \$.05 to \$.12 is a fair rate considering the different situations and where his lease is located? He said if these problems can be solved now, we can put an end to this, but if they can't, we need to continue on.

Mr. Wostmann asked for a three minute at ease before Board Discussion.

Mr. Etheridge said he wanted to finish with questions and then would do the three minute at ease.

Mr. Uchytel said he wanted to clarify that Mr. Horan did not appraise the 3.9 acres but only the .844 acres which is what is in the lease.

Mr. Ridgway said there is a process that his lease goes through and he believes this is what the Board will have to follow but he asked Mr. Hobbs what is the one thing he believes has not been done correctly in the appraisal?

Mr. Hobbs said he would bring this up in Ordinance 2007-62 in line 23; whereas, April 30th, 2007 the State of Alaska conveyed tideland survey to the City and Borough and has been requested by Docks & Harbors in 2004. Whereas, shown in exhibit A the applicant seeks to lease .59 acres from the City and Borough tideland property for a dock facility and shown in exhibit B .25 acres from the City and Borough tideland property. Whereas, Docks & Harbors Board recently reviewed this lease proposal at its meeting on January 6th, 2005 and the Board reviewed and approved the final proposed lease area with the lease rental rate at the meeting of September 27th, 2007 and recommended the Assembly authorize the lease. Line 16 in the Ordinance, Whereas, following the Lands Committee meeting the applicant in 2007 submitted to the City and Borough the As-Built showing the exact boundaries and square footage of the tideland property. First of all it has already been discussed and he believes Mr. Horan and everyone agrees that the lease area is 3,600 square feet. What he said he disagrees with is why is staff saying that this is less considering 3 acres versus the small part that has already been accepted by the City and Docks & Harbors, this is all we are dealing with. The small amount in the As-Built survey is what was agreed upon. Why are we doing a new appraisal and a completely different method when it was done by Mr. Horan 10 years ago differently? Why are we saying you have all this acreage but you are only using a small amount so we want to charge you more? If Docks & Harbors has all that acreage, why don't they lease it to someone else to do something else with because it is not what he needs. He said he has a dock and the boats that dock there are 24 feet wide and he agreed to lease 30 feet on each side of the dock because that is where the boats sit. He also has some upland property. Why is an area that anyone can use at any time, just because the City owns it, is being taken into consideration on his lease?

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Mr. Ridgway said according to the Port Directors memo, in 2007 you did not agree with the 2006 appraisal. Was the issue similar back then?

Mr. Hobbs said it was a similar thing but the previous Port Director settled on the As-Built survey. When that was agreed upon, there was no reason to appeal it because it was also agreed upon by the Board.

Mr. Wostmann asked if his understanding is correct. At the time you reached the final agreement with the Board, they agreed the lease area would be reduced to the .8 acres and that is all you want and that is what the lease is written for.

Mr. Hobbs said the original way this was supposed to be put together was, there is an area requested, an As-Built done of the area requested, and that be used for the lease. The reason this is so messy is because all the exchange between the State and the City & Borough and he got hung up in the middle of it is because the original map area that went into the permit application to the Corps of Engineers was used that he requested years before. He said he had a sandy beach in Yankee Cove and at that time he thought he was going to have to dredge it out and put in riprap to avoid the infiltration of sand filling in the basin and that kind of stuff. He said when the work was actually done in 2004; he found it was rock so he did not need the large area originally requested from the Corps of Engineers. All he needed was the small area because he could dig and it would naturally find its own slopes and banks and so on. However, when the State and City did the exchange, they used the exact same map with the larger area that was used for the Corps of Engineers permit application not knowing what the ground material would be working with at the time. He requested a larger area because he didn't want to have to go back to the Corps and have to ask for more area.

Mr. Becker said the area Mr. Hobbs is using and function is compared to part of what the Gitkov is providing. Mr. Becker asked the question if Mr. Hobbs land can be reduced to just the land he is just using or does he have to lease the whole parcel?

Mr. Uchytel said the Board and Assembly acted in 2007 and agreed to do the smaller cookie cutter portion. He said he would not recommend that today. He gave an example if you leased a parcel with your house on it, and only paid for the footprint of your house, you still need access. Mr. Uchytel said Mr. Hobbs still needed to dredge and there was other in water work necessary to support his development but the Board and Assembly agreed to give him only the .844 acre lease.

Mr. Ridgway asked if Mr. Uchytel is recommending staying with what is signed in the lease originally after the property transferred and what Mr. Horan evaluated was the full 3.9 acres or only the .844 acres?

Mr. Uchytel said he only evaluated the .844 acres in his appraisal and that is what he is recommending to stay with.

CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING MINUTES
For Thursday, December 20th, 2018

At 6:10pm Mr. Etheridge honored the three minute recess requested by Mr. Wostmann.

6:13pm the meeting was called back to order.

Board Discussion/Action

Mr. Ridgway said he does not see how the Board can do anything but what is in Mr. Uchytel's memo because there is a signed lease with .844 acres, and there is a process. He believes the Lessee does have a point to come to the City in the future for a stronger lease or more appropriate lease but at this time it would be difficult to not agree with the Port Directors proposed way forward.

Mr. Wostmann said he has spent a lot of time on this matter. He was at the OPS Committee and spent time listening to Mr. Hobbs and had a lot of discussion. Again today he spent time reading in detail through the appraisal and lease. This boils down to two primary issues; one is an incorrect area appraised by Mr. Horan and that is not the case, he said as he reads the appraisal it is clear that he appraised the .844 acres and not the 3.9 acre parcel. The other issues are if proper comparables were used? Mr. Wostmann said that is out of his area of expertise and that is why staff hired Mr. Horan because that is his area of expertise. He said he does not see any critical flaw in the process and supports Mr. Uchytel's conclusion that we need to stay with his recommendation. However, he said if Mr. Hobb's is still unhappy with the appraisal that the Board extend the six month period to allow him to get another appraisal.

Mr. Becker said looking at the comparables, there wasn't any direct comparables. There are other comparables used that are tied up in different functions so he was unable to find a direct comparable, but he has no reason to change the Port Director's recommendation.

Mr. Ridgway said given this is a signed document, he would like the Board to consider a motion to allow an additional six months for Mr. Hobbs to seek a reappraisal if that is what he chooses to do. He said he is unsure if the six months can be extended or not but if the Board can he would be supportive of that.

Mr. Uchytel said he is unsure if he can render any advice on changes to the regulation. He said he does not know how much discretion the Board has to modify the regulation.

Mr. Ridgway said he was thinking of a motion that would include Mr. Uchytel's recommendation and if it turns out that Mr. Hobb's does pursue another appraisal in the next six months and wants to bring it before the Board, the Board could deal with it then but until that time he would support going with Mr. Uchytel's recommendation.

MOTION By MR. RIDGWAY: THAT YANKEE COVE DEVELOPMENT BE INVOICED AT \$.12 A SQUARE FOOT FOR .844 ACRES FOR AN ANNUAL RENT OF \$4,414.32 WITH AN EFFECTIVE DATE OF JULY 13TH, 2017 ALSO MR. HOBBS BE ALLOWED AN

CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING MINUTES
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ADDITIONAL SIX MONTHS TO HAVE THE PROPERTY REAPPRAISED AND IF HE WANTED TO BRING THAT REAPPRAISAL TO THE BOARD IT WOULD BE DISCUSSED AT THAT POINT AND ASK UNANIMOUS CONSENT.

Motion passed with no objection.

VIII. New Business –

1. Fund Transfer

Mr. Gillette said on page 25 of your packet is a memo from the Port Director outlining transfer funds to meet the costs projected for some of our ongoing projects. On page 26 summarized the project costs and he went over the items.

1. The Amalga fish cleaning station - we received a grant of \$250,000 which is an amendment to the previous grant that we had of \$50,000. The first grant was to do a feasibility study and come up with a preferred option which we have done. We will add the additional grant money with the remainder of the \$50,000 and Fish & Game now says we have \$280,000. In order to take that money from the State, we need an appropriation ordinance approved by the Assembly. So this item is just accepting the money from the State.
2. Transfer money from the Taku Harbor Repairs project- This again is money from Fish & Game. We originally thought we were going to have to fund this ourselves but then we were able to get a Fish & Game grant. That money has been expended and we have \$142,000 left in the CIP which is our money. We felt this was related to the Fish & Game project so we want to transfer this in with the \$280,000 for contingency, inspection, and things beyond the \$280,000. This will be a transfer approved by the Assembly.
3. The new Visitor Information Kiosk-This desperately needs to be replaced due to safety and ADA issues. This item has been somewhat impacted by the Judge's ruling for the Marine Passenger Fees. We had planned to fund this and had approved funding for Marine Passenger Fees however, last year's funds of \$130,000 have not been obligated yet because we are out to bid currently. Staff pulled the Marine Passenger funds and is proposing to pay for this with Dock operations funds. The \$200,000 still needed represents what we think the bid will be, some contingency, inspection, and administration to complete this project. This action will require an appropriation ordinance that needs to be approved by the Assembly.
4. Last year's Marine Passenger Fee funds gave Docks & Harbors \$170,000 for the TWIC project -The Coast Guard was going to require every individual to swipe their card that went to the ship. They have since been put on hold and that money was put into our operations account. Staff has asked that money be reappropriated into our dock security check stations at the top of the ramp which is another required security issue. This will require an appropriation transferring from operations to a CIP and approved by the Assembly.
5. The Visitor's Information Kiosk- The remaining money of \$130,000 staff plans to move in with the \$170,000 which is the Dock Security Station project. Staff is unsure at this point if this money will cover both stations because we are in the early design of this project. This will only require a transfer because it is going from one CIP to another.

CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING MINUTES
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Mr. Gillette said a transfer only requires one meeting and an appropriation ordinance has an introduction followed at the next meeting for a public hearing. The five items will be scheduled for Assembly action if the Board approves these recommendations.

Board Questions –

Mr. Etheridge asked if moving Dock Operation funds into the Visitors Information Kiosk money going to cause problems with operations?

Mr. Gillette said we have a fund balance and we have plenty to move the requested amount.

Mr. Uchytel said to be clear, we have a \$4M Dock fund balance reserve. A couple meetings ago, the Board approved moving \$2M for Mr. Bartholomew's plan for the Archipelago project leaving \$2M currently in the Docks fund balance. Even though it reads like it is coming out of our operating budget it is really coming out of our Dock fund balance.

Public Comment-None

Board Discussion/Action

MOTION BY MR. RIDGWAY: THAT THE DOCKS & HARBORS BOARD APPROVE THE FINANCIAL TRANSFER AND APPROPRIATIONS ORDINANCE OUTLINED IN THE MEMO OF 12/14/2018 AND RECOMMEND THE ASSEMBLY ADOPT THE SAME AND ASK FOR UNANIMOUS CONSENT.

Motion passed with no objection.

IX. Items for Information/Discussion-None

X. Committee and Member Reports

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

Mr. Eiler reported the Committee met last week and he said they received a thorough review of the Yankee Cove issue which exhausted the meeting but was hopefully productive for tonight's discussion.

2. Member Reports – None

3. Assembly Lands Committee Liaison Report- Mr. Eiler said the last Lands committee was cancelled. The one before the last he said he was out of country and Ms. Becker could fill in the Board on their discussions. He plans on attending the next one and will have more to report then. Mr. Eiler said Ms. Becker could also inform the Board with the Archipelago property issue that has not been to the Lands Committee yet but has been discussed at the Assembly.

4. Auke Bay Steering Committee Liaison Report- Mr. Gillette said the Community Development Department is following up on the Auke Bay plan that was approved by the Assembly three or four years ago to rezone part of the area to a town center multiple use type zoning. The Docks & Harbors land is not within that zone change. However, they also have another action that they are looking at creating an overlay zone/district and that would establish design standards to accomplish the town center concept and Docks & Harbors properties are within that area. The first step is to get the zone change and then they will move forward with the other. This will take

CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING MINUTES
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some time and staff has not made any comments yet. The things in the overlay district include limit on height, provisions for views, and position of future buildings relative to right of ways and streets. All of the standards have not been developed yet but that would come after the zone change. Staff is tracking this and will keep the Board apprised of what is going on.

XI. Port Engineer's Report –

Mr. Gillette said his written report is in the packet. He reported;

- The Statter Harbor Phase III project has been pushed back due to the IHA permit. It has now been pushed back to late February before the permit will be issued. With it that late we won't be able to put it out to bid and have the project finished before the season.
- We put in three BUILD grants and none of those were awarded to Docks & Harbors.
- The Corps of Engineers has secured their funding to go forward with dredging of Aurora and Harris Harbors. The plan is to do it in the fall of 2019. For Aurora this mean we will move forward consideration of demolition of the north end of Aurora Harbor. Staff is strategizing for funding for that portion of the work. This will be broken down to three phases similar to what we did in Douglas Harbor. Take the entire infrastructure out, dredge, and put in new infrastructure. Putting in the new infrastructure will be dependent upon us receiving the legislative grant.

XII. Harbormaster's Report –

Mr. Borg reported;

- Plow trucks are working.
- Two derelict vessels going up for auction on Friday at 1300.

Mr. Ridgway asked if he thought they would sell?

Mr. Borg said probably not.

XIII. Port Director's Report

Mr. Uchytel said he suspects every Board member has received a call by at least one member of the Amalga Harbor Neighborhood Association. He said he spoke with Chair Etheridge today to add The Amalga Harbor Fish Cleaning Station to the OPS Committee meeting next month and also the Board if necessary. It will be brought back for public comment and action to reaffirm the decision. In the meantime, staff will continue driving to final design with final plans and specs. Next week we will be submitting the Corps of Engineers permit to construct in the navigable water of the US and staff will make sure that every member of the Amalga Harbor Neighborhood Association is aware they can comment at that time. Mr. Borg and Mr. Creswell met with the Coast Guard today about the PATON, the private navigation structure that staff is proposing again as a result of the public input we solicited in October. The Coast Guard was very supportive of putting up a day board. They are thinking of a 24" red triangle day board with two sides. This is one of the bigger concerns of the community. Staff is trying to get this installed in June. If it doesn't happen then we will try again in October to not interfere with the recreational boaters. Mr. Uchytel said he is also meeting with Doug Larson and Rob Murphy on Monday.

Mr. Wostmann asked if there is that much objection from the surrounding property owners is it feasible to go with a floating marker as opposed to a day board like the green can.

CBJ DOCKS AND HARBORS BOARD
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Mr. Uchytel said this has been talked about within the staff and it makes sense to put a fixed day board up.

Mr. Etheridge asked to have an update on the Archipelago property.

Mr. Uchytel said Mr. Watt is proceeding with no additional guidance for the Marine Passenger Fees. Staff feels good about the Judge Holland decision and does not see it affecting Docks & Harbors all that much. Staff has been working with the Law Department to craft the language with the whereas clauses. Everyone seems optimistic that the Archipelago project is one that CLIA supports and no one has said that project needs to go away. The strange thing about the Judge's decision is some of the things the cruise ships and CLIA wanted to have are now taken away. Nobody didn't want crossing guards and now they are no longer funded. It is a lose, lose for both parties. For the most part staff is continuing and the plan is the PSA, and the funding strategy will be introduced to the Assembly on January 7th and public hearing on January 28th. Something else staff moved forward today was soliciting for the steel pilings, rebar, and some other steel necessary to build the retaining wall. The reason for this is so the work can be completed during the fish window from April 15 to June 15. We are advertising for bids currently, bids will be opened on January 15th, and we will have a special Board meeting at the next month's OPS meeting. This is \$800,000 procurement and will go in the same packet on January 28th to the Assembly. Assuming the Assembly is still behind the project, they will approve the PSA, the funding strategy, and this bid award for materials. If this is not approved, we will pull the procurement and we won't award to the contractor. Staff is optimistic this will move forward. Mr. Uchytel said the Judge Holland decision may even work out better for Docks & Harbors because everything we do benefits the vessel. Another thing is the Small Cruise Ship Infrastructure master plan RFP. If the City can't use the Marine Passenger Fees for other activities, there may be the opportunity for funding for the small cruise ships infrastructure. He said he delayed the RFP's a week at the request of a proposer.

Mr. Ridgway asked how the cruise ships communicated with Docks & Harbors that we needed to provide more bus staging and then we respond by entering into a several million dollar project?

Mr. Uchytel said since the lawsuit, the City Manager and the Law Department has had that communication with CLIA. He said when he talks about the industry, what is the industry? Is it John Binkley or the Presidents of the different cruise lines or is the industry Kirby Day who has the busses and the excursions throughout the world under his umbrella. There is also Drew Green with CLAA that is probably closest to CLIA and he has not mentioned any apprehension about what we intend to do with the Archipelago lot.

Mr. Etheridge said he has talked to representatives from CLIA and asked the question if they will try to stop the project if Docks & Harbors moves forward with this project. The representatives would not give a direct answer but he didn't think so because it would be very beneficial for all. This project was requested by the shore side cruise ship industry and not the water side. This project is for their benefit.

Mr. Uchytel said Beth McEwin the City Clerk is asking for a Joint Docks & Harbors Board and Assembly meeting for January 31st which is our Board Meeting night. She wanted to know if it would be okay to have it for an hour before our meeting and then go into our Regular meeting if need be.

CBJ DOCKS AND HARBORS BOARD
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Mr. Etheridge said to set it up.

Mr. Uchytel said six weeks ago, Mr. Blanchard tendered his resignation and he asked him to reconsider but has not heard back so Mr. Etheridge said to let the CBJ Clerks know they should be looking for a replacement for Mr. Blanchard.

XIV. Assembly Liaison Report –

Ms. Becker reported; the money that was scheduled to go to the Archipelago project will go to the Assembly on January 28th for public hearing. The Assembly approved the lease with Harri's Commercial Marine. Alan and Ellen Rogers land request transfer was approved so they would have enough land to subdivide. The next Lands Committee meeting is January 14th, the Finance meeting is January 9th, the COW is January 14th, the Planning Commission is January 8th, and the Public Works is January 14th.

XV. Board Administrative Matters

- a. Ops/Planning Committee Meeting – Wednesday January 23rd, 2019 at 5:00pm
- b. Board Meeting – Thursday, January 31st, 2019 at 5:00pm

Mr. Etheridge said the Legislature starts on January 15th, and on January 16th is the reception that is held at Centennial Hall which is open to the public.

XVI. Adjournment – The regular Board Meeting adjourned at 7:01pm.

CBJ Docks and Harbors Board
SPECIAL BOARD MEETING MINUTES
For Wednesday, January 23rd, 2019

I. Call to Order.

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

II. Roll Call.

The following members were present: Don Etheridge, Bob Janes, Budd Simpson, David McCasland, James Becker, Bob Wostmann, Mark Ridgway, and Weston Eiler(arrived at 5:04 pm)

Also present were the following: Carl Uchytel - Port Director, Gary Gillette - Port Engineer, Dave Borg - Harbormaster, and Matthew Creswell - Senior Harbor Officer.

III. Approval of Agenda

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

Motion passed with no objection

IV. Public Participation on Non-Agenda Items - None

V. New Business

1. Award Bid for DH19-038 Downtown Waterfront Improvement - Materials Procurement

Mr. Gillette said this bid is for the materials for the retaining wall as part of the Archipelago project. Staff wanted this ahead of the construction bid so the work could start as soon as awarded to stay on the construction schedule. The bid opening was on January 15th and we had three bidders. Island Contractors was the low bidder at \$783,820. Staff is asking the Board accept this bid tonight and forward on to the Assembly with a recommendation for approval.

Board Questions -

Mr. Ridgway asked if the protest period is still in affect?

Mr. Gillette said the protest period time has ended and no protests received.

Mr. Janes asked where the material is going to be stored until it is used?

Mr. Gillette said that is part of the bid that the contractor is to provide a storage space until the material is used.

Public Comment - None

Board Discussion/Action

MOTION By MR. JANES: TO RECOMMEND THE BID FOR DH19-038 DOWNTOWN WATERFRONT IMPROVEMENT - MATERIALS PROCUREMENT BE AWARDED AND FORWARD TO THE ASSEMBLY FOR APPROVAL AND ASK FOR A ROLL CALL VOTE.

CBJ Docks and Harbors Board
SPECIAL BOARD MEETING MINUTES
For Wednesday, January 23rd, 2019

Mark Ridgway - Yes
David McCasland -Yes
Robert Janes - Yes
James Becker - Yes
Weston Eiler - Yes
Bob Wostmann - Yes
Budd Simpson - Abstain
Don Etheridge - Yes

Motion passed.

2. Award Bid for DH19-039 Visitor Information Kiosk Replacement

Mr. Gillette said this project is to replace the aging and non ADA compliant visitors kiosk by the Library. The bids were opened yesterday and Island Contractors were the low bidder at \$163,873. The protest period ends tomorrow. We have not received any indication anyone intends to protest.

Board Questions -

Mr. Ridgway asked if a protest is received, will it come back before the Board before it goes to the Assembly?

Mr. Gillette said depending on what the protest is, it could come back to the Board before going to the Assembly.

Mr. Wostmann asked what funds are going to be used on this project?

Mr. Gillette said this will be funded out of our Docks fund balance. This requires an ordinance and will also be at the Monday Assembly meeting.

Mr. Janes asked what if this is approved tonight and someone comes in with a legitimate protest tomorrow? Should this be approved before the protest period is over?

Mr. Uchytel said the recommendation would be for the Assembly to approve this on Monday and that will exhaust the protest period. There is little risk approving this tonight.

Public Comment - None

Board Discussion/Action

MOTION By MR. SIMPSON: TO RECOMMEND THE BID FOR DH19-039 VISITOR INFORMATION KIOSK REPLACEMENT BE AWARDED AND FORWARD TO THE ASSEMBLY FOR APPROVAL AND ASK FOR UNANIMOUS CONSENT.

Motion passed with no objection

VI. Adjournment - The Special Board Meeting adjourned at 5:12 p.m.



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



Port of Juneau

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

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

To: Docks & Harbors Board

Thru: Docks & Harbors Operations-Planning Committee

Date: January 11th, 2019

Re: Channel Construction Barge Loading Facility – Board Approval

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

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

5. *AUTHORIZED USE OF PREMISES*

Lessee is authorized to use the Lease Premises for marine-related industrial use in conjunction with the adjacent lot, owned by Lessee, and related uses and operations. Lessee shall be responsible for obtaining all necessary permits and approvals for Lessee's development of the Leased Premises. Said development shall be initiated once it is economically feasible to do so, given the restrictions on the lot previously identified. Lessee is required to obtain approval of its development plans from the CBJ Docks and Harbors Board prior to any further development of the Leased Premises or improvements.

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

#

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



WESTERN MARINE CONSTRUCTION INC.

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

9 January 2019

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

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

Channel Construction Barge Loading Facility
Modifications 2019

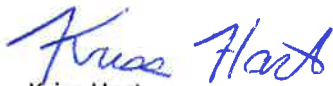
Dear Mr. Uchytel

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

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

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

Sincerely,


Kriss Hart

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

Attachment



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

United States Army Corps of Engineers
Gastineau Channel

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

at: 2685 Channel Drive, In Juneau, Alaska

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

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

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

Permit Number:

POA-1982-503-M10

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

PROJECT DRAWINGS: LOCATION MAPS AND CONTACT INFORMATION

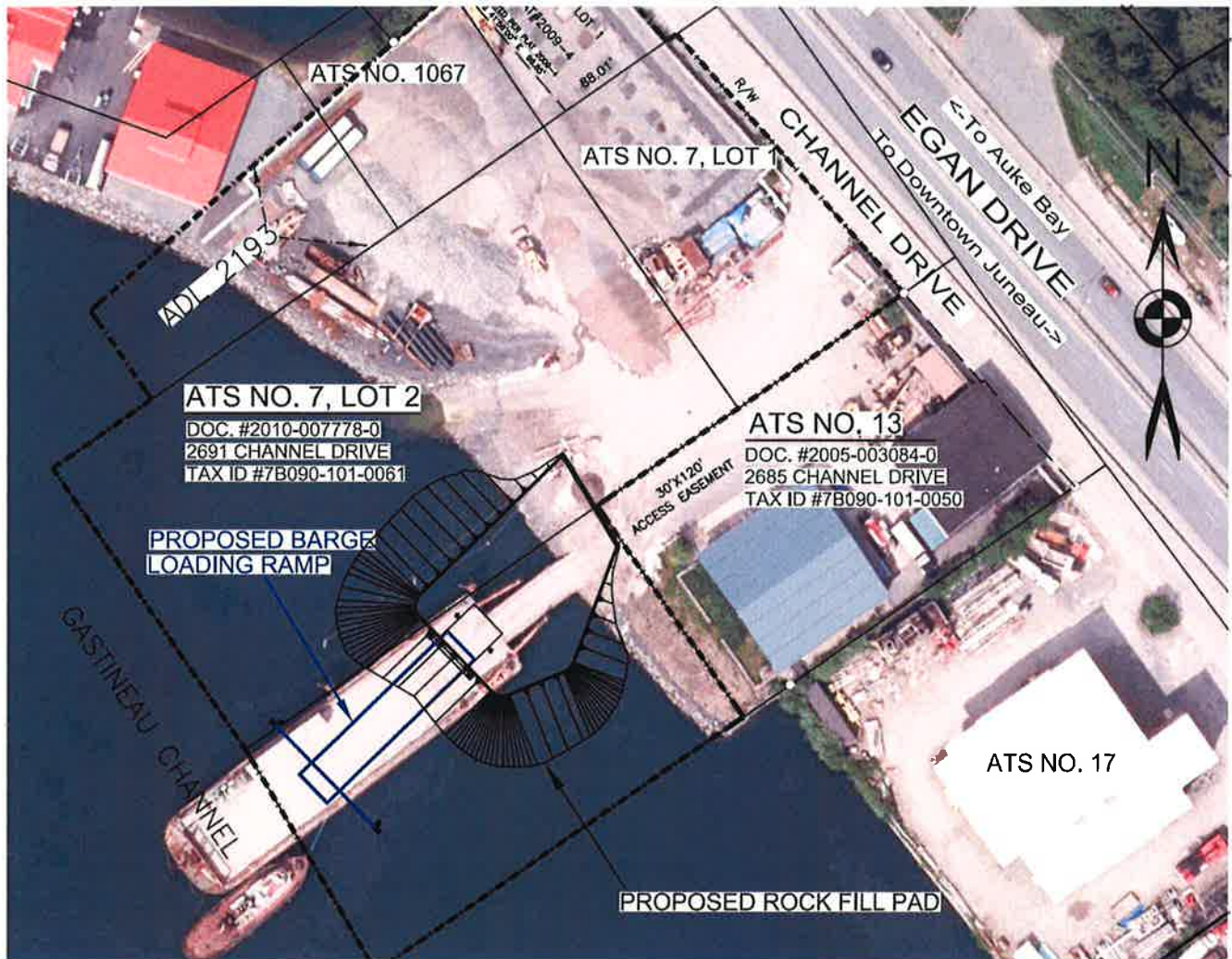


CONTACT INFORMATION

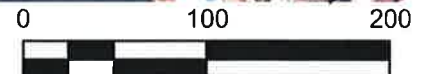
CHANNEL CONSTRUCTION INC.
 WILLIAM ROY TONGARD
 5326 SHAUNE DRIVE, STE. A
 JUNEAU, AK. 99801
 TEL. 907-789-0200

SITE ADDRESS

2685 CHANNEL DRIVE,
 JUNEAU, ALASKA, 99801



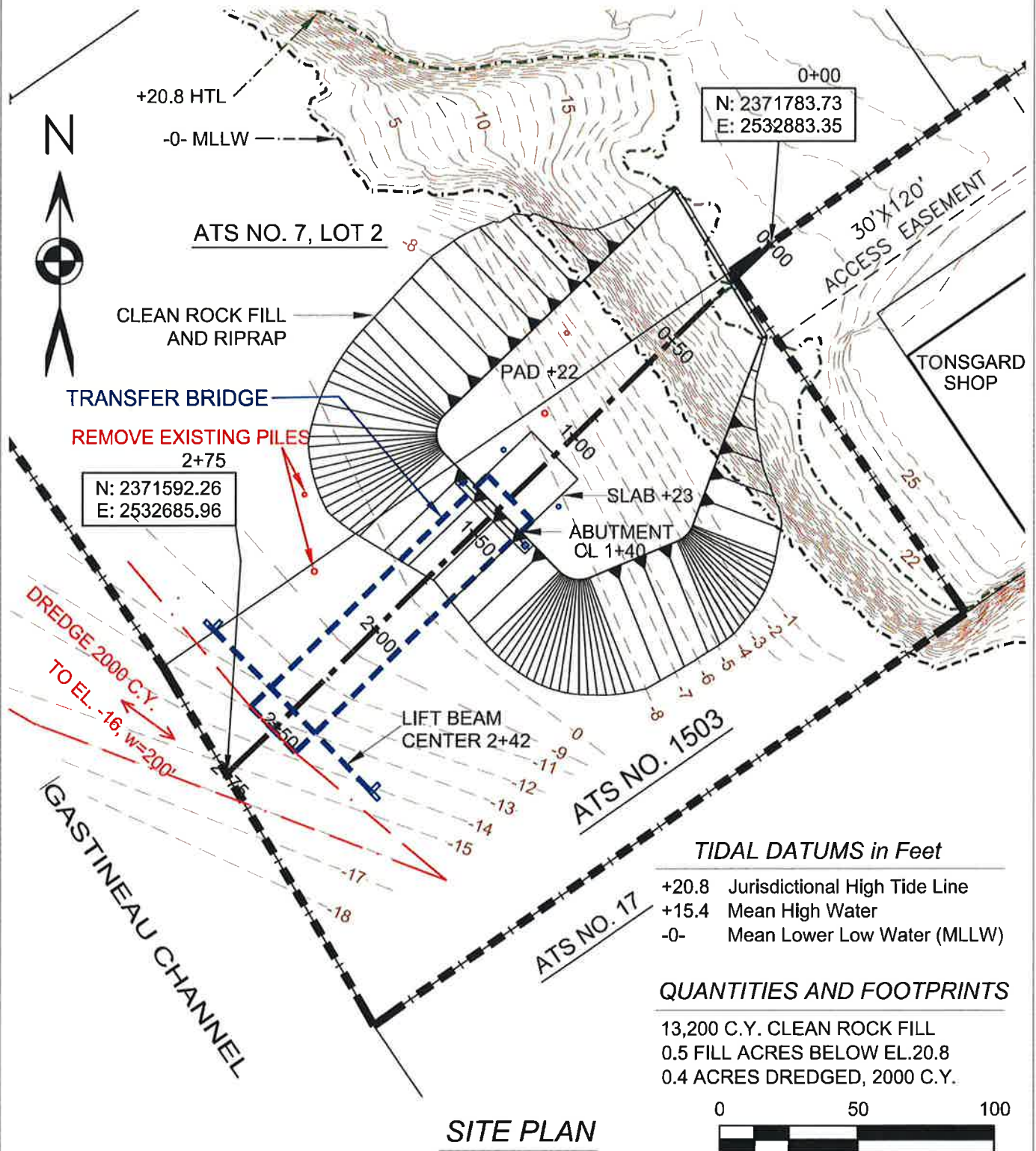
SITE OVERVIEW MAP



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

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

PROJECT DRAWINGS: SITE PLAN

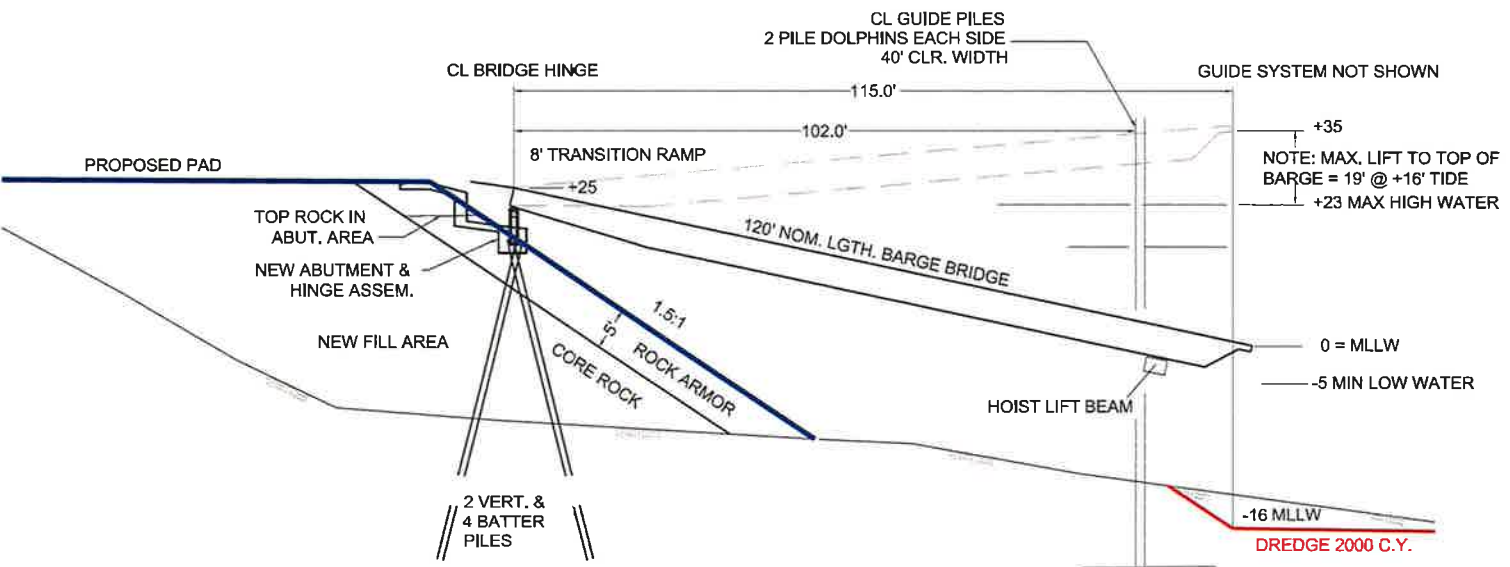


SITE PLAN

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

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

PROJECT DRAWINGS: BRIDGE PROFILE

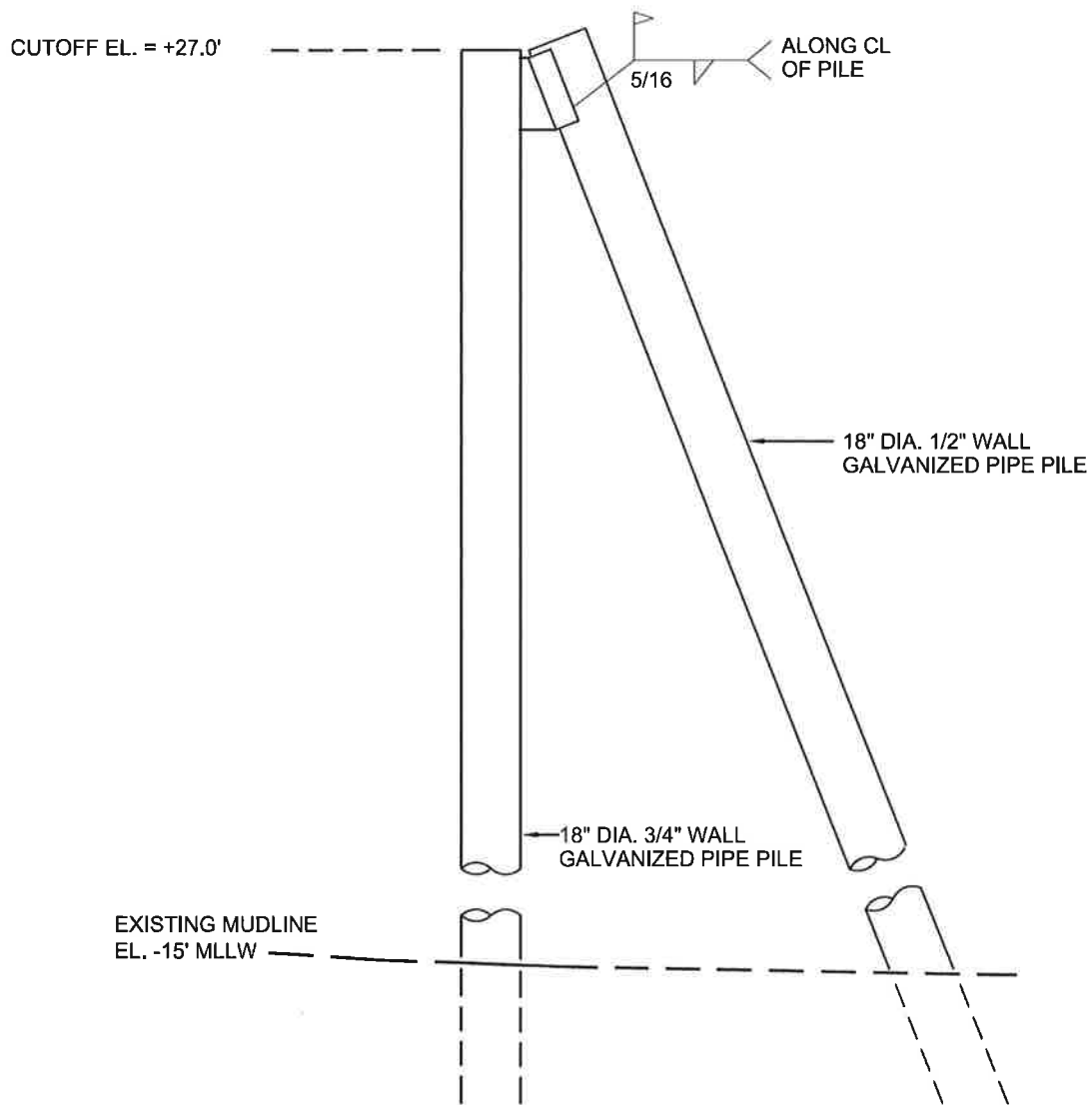


BRIDGE PROFILE - NOT TO SCALE

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

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

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



3 PILE BRIDGE RESTRAINT

N.T.S.

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

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

Docks & Harbors Policy Statement – Availability of Public Land for Private-Sector Use

Background Authority: The Docks & Harbors Board is charged under Title 85, General Powers's clause (85.02.060), to generally exercise all powers necessary and incidental to operation of all port and harbor facilities in the public interest and in a sound business manner. In particular, and without limitation on the foregoing, the board shall be responsible for the operation, development and marketing of municipally owned and operated port and harbors, including such facilities as boat harbors, docks, ferry terminals, boat launching ramps, and related facilities except as designated by the Assembly by resolution.

Existing Properties: Docks & Harbors has management authority, as designated by the Assembly, of several hundred acres of uplands, submerged and intertidal lands through a variety of contractual vehicles including the following:

- 1) Direct Management: Most of Docks & Harbors properties are under the department's ownership and managed directly as municipal harbors, launch ramps or commercial loading facilities, and the public downtown cruise ship docks and adjoining public uplands. This includes management of the portion of the Seawalk along the cruise ship berths from Marine Park to the Franklin Street Dock. This section of the Seawalk is a transportation corridor that is used to safely and efficiently move cruise passengers from the ships to downtown businesses and shore side transportation.
- 2) Leases: Properties that are generally leased for long terms (10 to 35 years) and typically are vacant lands for private development. Some leases include infrastructure developed by D&H such as the two marine repair facilities. Docks & Harbors has 25 leases with individuals or businesses on parcels which have been competitively offered on tidelands and a few upland properties. These leases are specifically called out in resolution with the properties designated with surveyed information and recorded with the State. Harri Commercial Marine, through two separate leases, manages boatyard facilities in which Docks & Harbors provides critical infrastructure for the haul out necessary for operations.
- 3) Use Agreements: Similar to a permit in that it is for long term on D&H developed facility. The Taku Dock is owned by CBJ but through a "use permit agreement" the facility is managed by Taku Smokeries Fisheries which compensates CBJ based on a valuation formula of fish landings.
- 4) Permits: Typically for use of facilities for recurrent uses such as launch ramps, loading, etc. Docks & Harbors provides, at fees established in code, commercial parking lots and loading zones which provide for staging areas in support of the cruise ship industry and general parking needs for local use, including truck and trailer parking at Statter Harbor. Waterfront Tour Permits, established under 05-CBJAC-10, provide the guidance for the commercial loading zones and for tour brokers to sell approved excursions from booths built and maintained by the department. The tour broker kiosks are provided at three locations along the waterfront and are provided for under outcry auction with a minimum bid of \$30K.
- 5) Special Use Permits: Generally for support of specific events such as Salmon Derby. These are issued for very limited time to coincide with a specific event.

Docks & Harbors Policy Statement – Availability of Public Land for Private-Sector Use

~~Public Consideration & the Public Good: Docks & Harbors recognizes private property owners invest significant capital into improvements with the expectation of economic opportunity proportional to their investment. The public good is not advanced when governmental funds are used for the benefit of few individual businesses at the expense of entrepreneurs who have assumed financial risk to develop and grow successful enterprises. Without limitation, the following considerations are established herein:~~

- ~~1) Multiple and diverse uses should be encouraged;~~
- ~~2) A sound local economy will be promoted;~~
- ~~3) Adequate lands for public development and public use, including open space with appropriate uplands, should be reserved;~~
- ~~4) Tidelands and other Docks & Harbors-controlled areas should be leased only for specific water-dependent and marine-related uses and not sold;~~
- ~~5) The development and growth patterns and potentials of different areas of the City and Borough should encourage waterfront services that may be needed as a result of that development and growth;~~
- ~~6) Public access to and along public and navigable bodies of water shall be provided where practical;~~
- ~~7) Safe and efficient pedestrian ways linking various facilities and destinations shall be provided; and,~~
- ~~8) Docks & Harbors operations should not unreasonably interfere with activities on adjacent uplands property.~~

Docks & Harbors Policy Statement:

- 1) D&H shall provide safe and efficient access (pedestrian and vehicular) and open space throughout its facilities including the downtown docks and Seawalk. To this end, Docks & Harbors shall not permit future private-sector commercial activities on the Seawalk and other Docks & Harbors managed properties from Marine Park to Franklin Dock unless tied to an existing private property and on a case by case basis where a compelling public purpose is demonstrated.
- ~~1)2)~~ Docks & Harbors' reaffirms support to private-sector enterprise by providing undeveloped land parcels for lease through public process.
- ~~2)3)~~ Docks & Harbors will try to complement private activity adjacent to Docks & Harbors managed property when needed property is not available through the private sector.
- ~~3)4)~~ Docks & Harbors shall refrain from providing public lands when doing so ~~would compete~~ would compete with private sector investment.;
- ~~4)5)~~ ~~D&H shall provide safe and efficient access (pedestrian and vehicular) and open space throughout its facilities including the downtown docks and Seawalk. To this end, Docks & Harbors shall not permit future private-sector commercial activities on the Seawalk and other Docks & Harbors managed properties from Marine Park to Franklin Dock unless tied to an~~

Docks & Harbors Policy Statement – Availability of Public Land for Private-Sector Use

~~existing private property and on a case by case basis where a compelling public purpose is demonstrated.~~

DRAFT

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

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

January 17, 2019

Re: Amendment to Tidelands Lease – People’s Wharf

Dear Mr. Uchtyl:

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

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

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

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

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

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

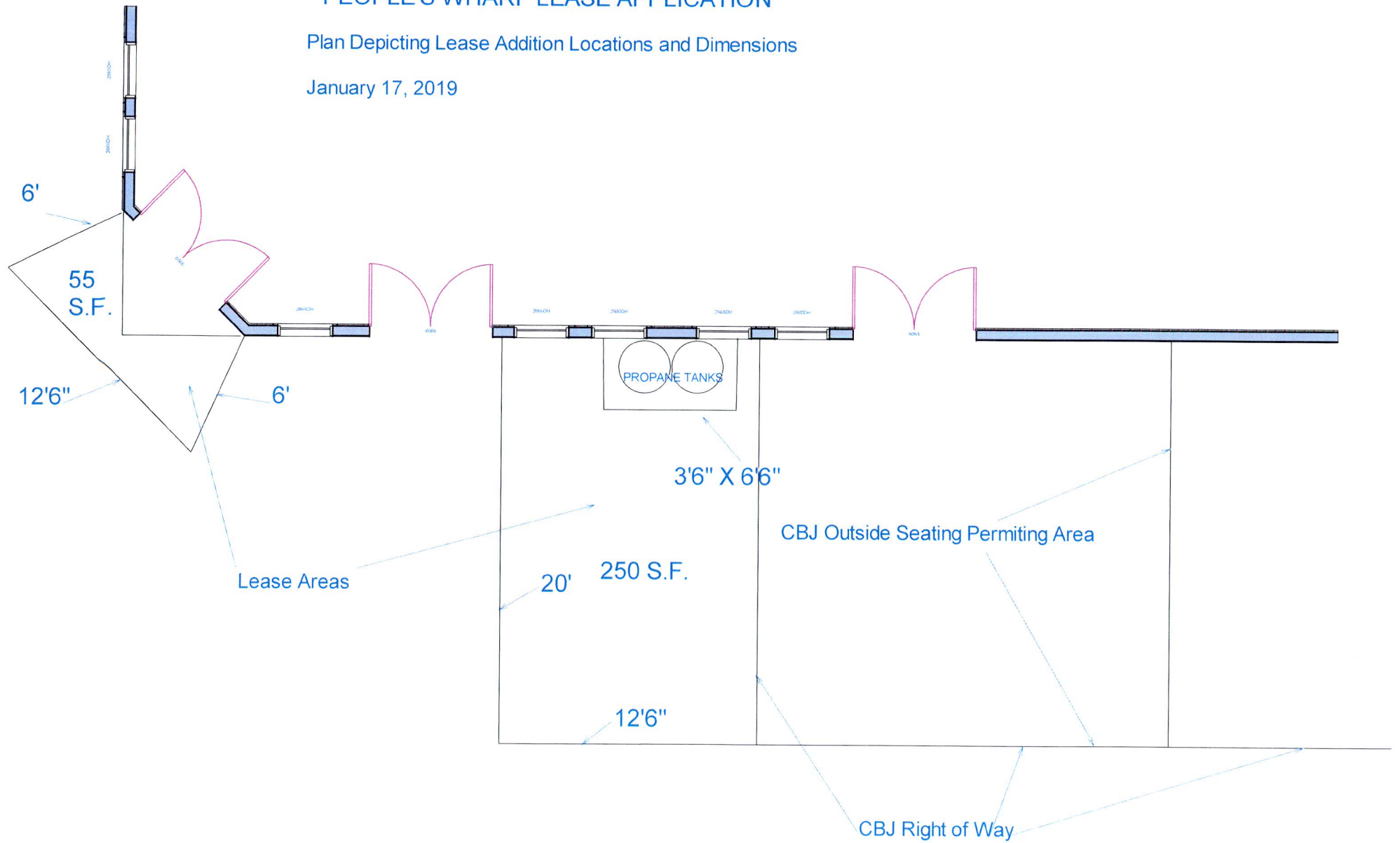
Sincerely,


William Heumann

PEOPLE'S WHARF LEASE APPLICATION

Plan Depicting Lease Addition Locations and Dimensions

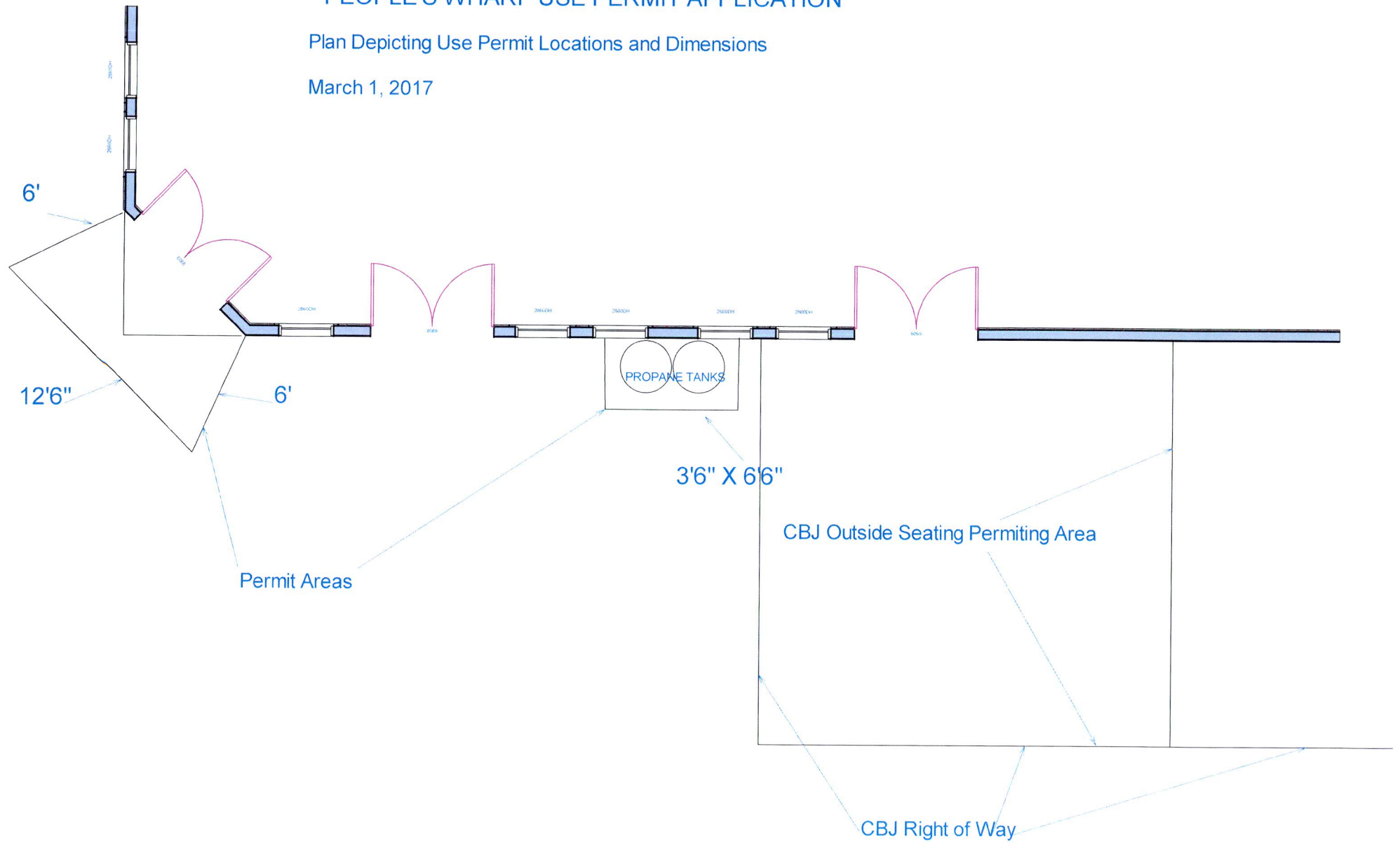
January 17, 2019



PEOPLE'S WHARF USE PERMIT APPLICATION

Plan Depicting Use Permit Locations and Dimensions

March 1, 2017



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

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2018-46

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

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

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

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

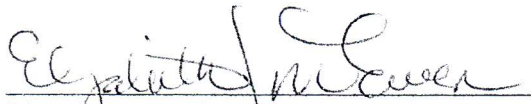
Section 3. Effective Date. This ordinance shall be effective 30 days after its adoption.

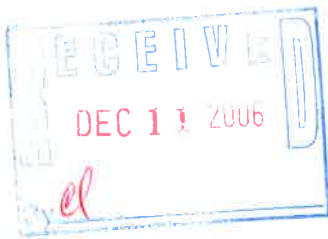
Adopted this 5th day of November, 2018.



Beth A. Weldon, Mayor

Attest:


Elizabeth J. McEwen, Municipal Clerk



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2006-008328-0

Recording Dist: 101 - Juneau

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



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PEOPLE'S WHARF TIDELAND LEASE

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

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

City:

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

Lessees:

Attn: William C. Heumann
Lessee

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

**RETURN
TO:**

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

PART III. LEASE DESCRIPTION. This lease agreement is identified as the People's Wharf Tideland Lease. The following appendices are attached hereto and are considered a part of this lease agreement as well as anything incorporated by reference or attached to those appendices.

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

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

PART IV. LEASE EXECUTION. City and Lessee agree and sign below. This lease agreement is not effective until signed by City. Lessee has authorized and appointed Daniel G. Bruce to execute this lease agreement for Lessee in his name, place and stead, and for Lessee's use and benefit, by a Special Power of Attorney executed by Lessee on October 30, 2006. The Special Power of Attorney

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

CITY:

LESSEE:

Date: NOV. 14, 2006

Date: Nov. 14, 2006

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

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

CITY ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

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

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



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

LESSEE ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

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



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

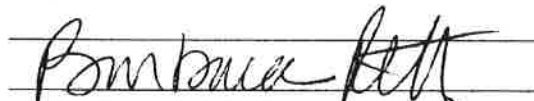


Notary Public in and for the State of Alaska

My Commission Expires: 12-25-2007



Risk Management Review:

, Risk Manager

Approved as to Form:

, Law Department



APPENDIX A: PROPERTY DESCRIPTION & ADDITIONAL LEASE PROVISIONS

1. DESCRIPTION OF PROPERTY

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

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

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

Containing 476 square feet, more or less.

2. AUTHORITY

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

3. TERM AND RENEWAL OPTION

The effective date of this lease is upon signature by all parties. The term of the lease is 35 years, ending on November 7, 2041, unless sooner terminated. City grants Lessee an option to renew this lease for one, successive period of 35 years. Lessee shall exercise this option, if at all, by written notice given to City during the first six months of the last year of the underlying lease term.

4. LEASE PAYMENTS AND ADJUSTMENTS

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

5. AUTHORIZED USE OF LEASED PREMISES

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

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

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

6. ADDITIONAL LEASE PROVISIONS

The following provisions apply to this lease:

Lessee agrees to comply with applicable port security requirements.

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

7. INSURANCE

Commercial General Liability Insurance

Lessee shall maintain at all times during this lease commercial general liability insurance in the amounts of \$1,000,000 per occurrence and \$2,000,000 general aggregate. The insurance policy shall name City as an "Additional Insured" and shall contain a clause that the insurer will not cancel or change the insurance without first giving City 31 days' prior written notice. Lessee will provide evidence of this insurance to City in a form acceptable to the City Office of Risk Management.

Property Insurance

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



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Recording Dist: 101 - Juneau

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

SPECIAL POWER OF ATTORNEY

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

described as:

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

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

Containing 476.0 square feet, more or less,

Special Power of Attorney, Heumann to Bruce

Page 1 of 2

People's Wharf Tideland Lease
Page 6 of 15

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



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

DATED this 30th day of October, 2006.


William C. Heumann

STATE OF ALASKA)
 : ss.
FIRST JUDICIAL DISTRICT)

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

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


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

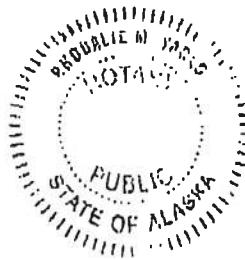
After recording return to:
Daniel G. Bruce, Esq.
Baxter Bruce & Sullivan P.C.
P.O. Box 32819
Juneau, AK 99803

Special Power of Attorney, Heumann to Bruce



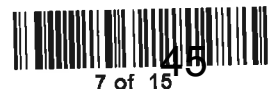
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2006-000146
People's Wharf Tideland Lease
Page 7 of 15



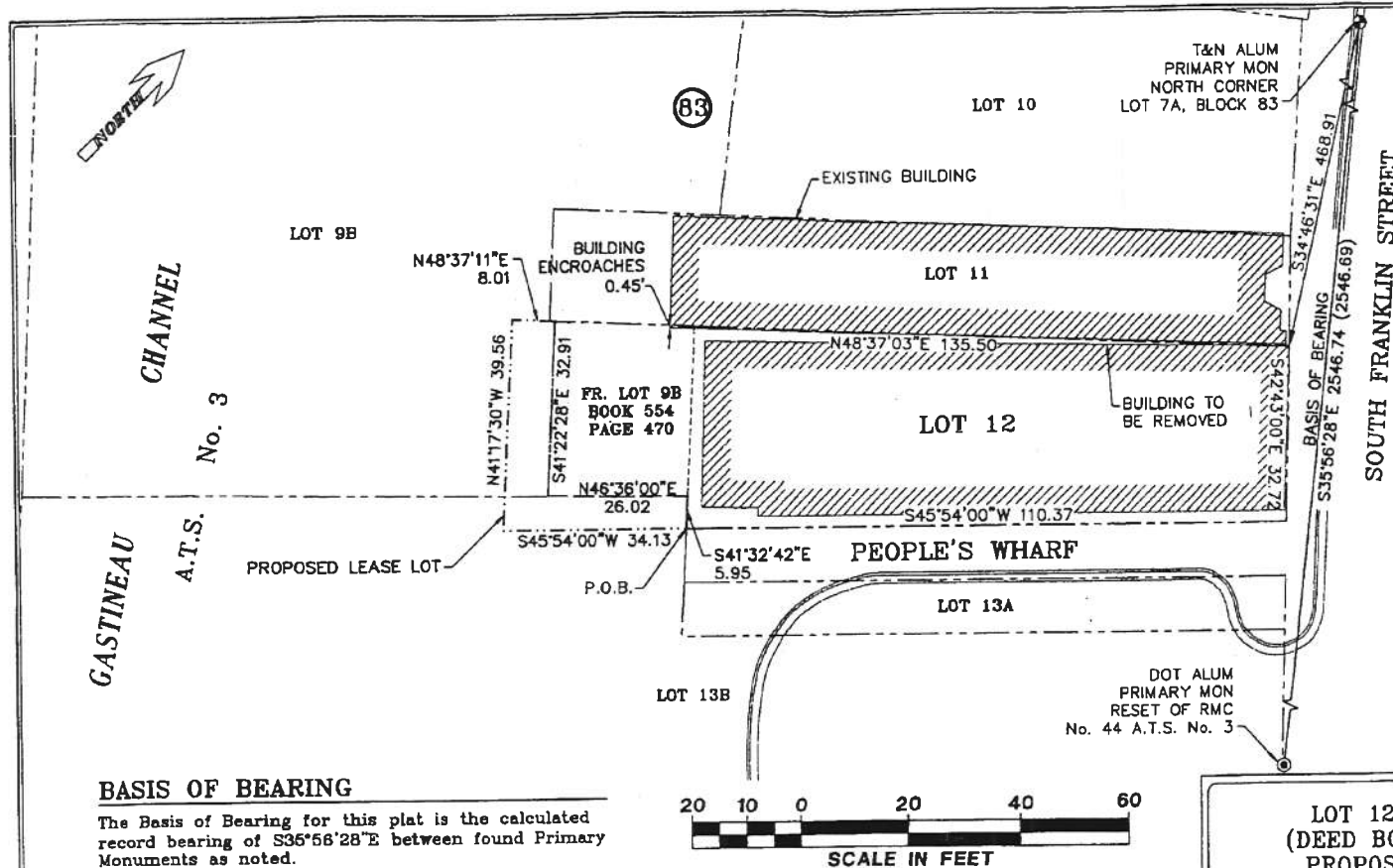
Page 2 of 2

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



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2006-008328-0

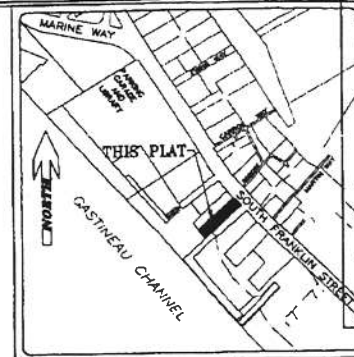
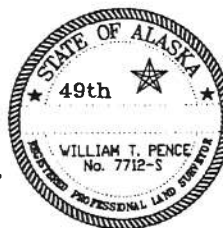


BASIS OF BEARING

The Basis of Bearing for this plat is the calculated record bearing of S35°56'28"E between found Primary Monuments as noted.

SURVEYOR'S CERTIFICATE

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



VICINITY MAP
SCALE: N.T.S.
SOURCE: CBJ BASEMAP SERIES

AREAS

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

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

TONER-NORDLING & ASSOCIATES INC
CIVIL ENGINEERING-LAND SURVEYING-CONSTRUCTION MANAGEMENT
5368 COMMERCIAL BOULEVARD
JUNEAU ALASKA 99801 907-780-3533

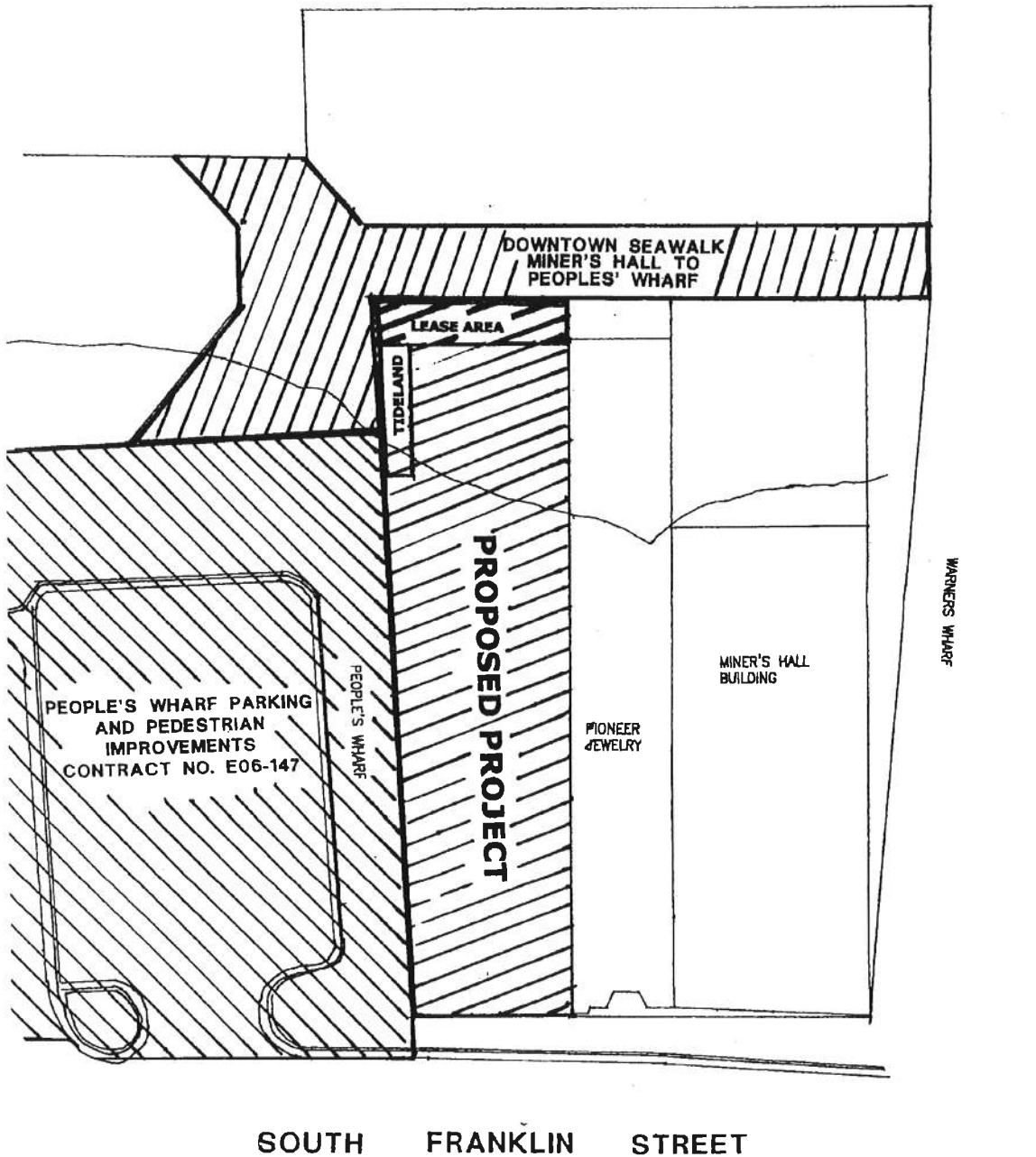
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Attachment B to People's Wharf
Tideland Lease, page 1 of 2

People's Wharf Tideland Lease
Page 8 of 15



CRUISESHIP DOCK



1"=20'

September 9, 2006

People's Wharf Tideland Lease
Page 9 of 15

William Heumann
6000 Thane Rd.

Juneau, Alaska 99801

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



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2006-008328-0

APPENDIX B: LEASE PROVISIONS REQUIRED BY CBJ CHAPTER 53.20

1. RESPONSIBILITY TO PROPERLY LOCATE ON LEASED PREMISES.

As required by CBJ 53.20.160, it shall be the responsibility of Lessee to properly locate Lessee's improvements on the Leased Premises and failure to so locate shall render Lessee's liable as provided by law.

2. APPROVAL OF OTHER AUTHORITIES.

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

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

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

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

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

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

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



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

(6) **Cancellation and Forfeiture.**

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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



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



APPENDIX C: STANDARD PROVISIONS

- (1) **Holding Over.** If Lessee holds over beyond the expiration of the term of this lease and the term has not been extended or renewed in writing, such holding over will be a tenancy from month-to-month only.
- (2) **Interest on Late Payments.** Should any installment of rent or other charges provided for under the terms of this lease not be paid when due, the same shall bear interest at the rate established by ordinance for late payments or at the rate of 12 percent per annum, if no rate has been set by ordinance.
- (3) **Taxes, Assessments, and Liens.** During the term of this lease, Lessee shall pay, in addition to the rents, all taxes, assessments, rates, charges, and utility bills for the Leased Premises and Lessee shall promptly pay or otherwise cause to be discharged, any claim resulting or likely to result in a lien, against the Leased Premises or the improvements placed thereon.
- (4) **Easements.** Lessee shall place no building or structure over any portion of the Leased Premises where the same has been set aside or reserved for easements.
- (5) **Encumbrance of Parcel.** Lessee shall not encumber or cloud City's title to the Leased Premises or enter into any lease, easement, or other obligation of City's title without the prior written consent of City; and any such act or omission, without the prior written consent of City, shall be void against City and may be considered a breach of this lease.
- (6) **Valid Existing Rights.** This lease is entered into and made subject to all existing rights, including easements, rights-of-way, reservations, or other interests in land in existence, on the date of execution of this lease.
- (7) **State Discrimination Laws.** Lessee agrees, in using and operating the Leased Premises, to comply with applicable sections of Alaska law prohibiting discrimination, particularly Title 18 of the Alaska Statutes, Chapter 80, Article 4 (Discriminatory Practices Prohibited). In the event of Lessee's failure to comply any of the above non-discrimination covenants, City shall have the right to terminate the lease.
- (8) **Unsafe Use.** Lessee shall not do anything in or upon the Leased Premises, nor bring or keep anything therein, which will unreasonably increase or tend to increase the risk of fire or cause a safety hazard to persons or obstruct or interfere with the rights of any other tenant(s) or in any way injure or annoy them or which violates or causes violation of any applicable health, fire, environmental or other regulation by any level of government.
- (9) **Hold Harmless.** Lessee agrees to defend, indemnify, and save City, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of the use and occupancy of the Leased Premises by Lessee. This agreement to defend, indemnify, and hold harmless is without limitation as to the amount of fees, and without limitation as to any damages resulting from settlement, judgment, or verdict, and includes the award of any attorneys fees even if in excess of Alaska Civil Rule 82. The obligations of Lessee arise immediately upon notice to City of any action, claim, or lawsuit. City shall notify Lessee in a timely manner of the need for indemnification, but such notice is not a condition precedent to Lessee's obligations and may be



waived where Lessee has actual notice. This agreement applies, and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against City.

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

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





Port of Juneau

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

January 31, 2019

Attorney General
Alaska Department of Law
P.O. Box 110300
Juneau, AK 99811-0300

Subject: DERELICT VESSEL LUMBERMAN – GASTINEAU CHANNEL JUNEAU

Dear Attorney General:

As you are aware, on January 1, 2019, SB92 went into effect. In accordance with A.S. 30.30.010(e), the City and Borough of Juneau, through its Docks and Harbors Department, is hereby reporting that the TUG LUMBERMAN (AK #2718AR) is in violation of Chapter 30 - Derelict Vessels Act; Abandoned Vessels. Since May 2018, LUMBERMAN has been located in Gastineau Channel within the City & Borough of Juneau and anchored on State submerged lands.

The LUMBERMAN qualifies as a derelict vessel under A.S. 30.30.090, as its location is currently obstructing and has been abandoned in the waterway of the Gastineau Channel. The CBJ further believes other sections of AS 30.30.090 apply.

The CBJ is requesting the Attorney General's Office to institute proper proceedings in accordance with AS 30.30, as it is believed a person has left the LUMBERMAN, a derelict vessel, on the waters of the state without consent of the state agency or municipality having jurisdiction over the water or property. The last known owner of the LUMBERMAN is Brenden Mattson. Attached is a June 4th, 2017 bill of sale between Mr. Lucas Drake and Mr. Mattson. Also attached is a September 6th, 2017 letter to Mr. Mattson directing the relocation of the LUMBERMAN off City & Borough of Juneau submerged lands. Subsequent to this letter, the vessel dragged anchor and has repositioned itself at the current location.

Please contact me should you need additional information or assistance. The CBJ is very interested in resolving this issue in an expedient manner and is open to discussions to provide reasonable support as necessary and as authorized by the CBJ's governing body.

Sincerely,

Carl Uchtyl, PE
Port Director

Encl: (1) Bill of Sale dated June 6th, 2017
(2) CBJ Docks & Harbors Letter dated September 6th, 2017

Copy: Alaska Department of Natural Resources
CBJ Docks & Harbors Board
CBJ Law Department
CBJ Manager

DRAFT

**Dock
Staffing Detail**

**FY19 Amended = FY19
Adopted except for
changes approved
through HR**

**Update these columns Update these columns
Round all numbers to the nearest \$100.**

CLASS TITLE:

Port Director
Harbormaster
Administrative Officer
Engineer/Architect I, II
Administrative Assistant I
Port Operations Supervisor
Harbor Officer
Harbor Technician
Overtime
Benefits
Salaries Charge to Capital Projects
Totals

FY17 Actual		FY18 Actual		FY19 Amended		FY20 Amended	
No. Pos.	Salary & Benefits Budget	No. Pos.	Salary & Benefits Budget	No. Pos.	Salary & Benefits Budget	No. Pos.	Salary & Benefits Budget
0.50	\$ 62,000	0.50	\$ 70,100	0.50	\$ 71,800	0.50	\$ 75,300
0.50	46,600	0.50	48,000	0.50	50,600	0.50	52,200
0.50	32,800	0.50	33,600	0.50	34,800	0.50	36,100
3.05	281,600	3.05	282,300	3.05	292,100	3.05	297,300
0.71	28,400	0.71	27,100	0.71	28,200	0.71	28,900
0.50	32,800	0.50	31,100	0.50	32,800	0.50	34,100
2.75	155,200	2.75	156,200	3.25	189,600	3.25	193,600
3.50	115,800	3.50	133,100	4.00	155,300	4.00	159,000
-	10,000	-	15,000	-	15,000	-	15,000
-	425,400	-	421,800	-	473,400	-	479,900
-	(332,300)	-	(333,100)	-	(345,600)	-	(351,900)
12.01	\$ 858,300	12.01	\$ 885,200	13.01	\$ 998,000	13.01	\$ 1,019,500

DOCKSREV Bi ennial Budget FY19

1/4/2019

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		FY18	FY19 Amd	FY19 5mos	Fill in Column FY19 Proj	FY20	Fill in Column FY20
531010101	Dock Non-operational	Actuals	Budget	Actuals	Actuals	Approved	Revised
Account	Description	-----	-----	-----	-----	-----	-----
4800-0000	Interest income in Lawson	(27,223)	(21,600)			(21,600)	
	Investment&Intrst Income Total	(27,223)	(21,600)		-	(21,600)	-
	Grand Total	(27,223)	(21,600)		-	(21,600)	-

DOCKSREV Bi ennial Budget FY19

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		FY18	FY19 Amd	FY19 5mos	FY19 Proj	FY20	FY20
531520101	Dock Operations	Actuals	Budget	Actuals	Actuals	Approved	Revised
Account	Description	-----	-----	-----	-----	-----	-----
4300-0000	User fees	(199,959)	(175,000)	(158,022)	(200,000)	(175,000)	(205,000)
4300-0034	Cruiseship Dock Fees	(696,024)	(605,000)	(411,279)	(700,000)	(605,000)	(705,000)
4300-0035	Maintenance Port Fees	(649,993)	(550,000)	(402,617)	(650,000)	(550,000)	(660,000)
	Charges for Services Total	(1,545,976)	(1,330,000)	(971,918)	(1,550,000)	(1,330,000)	(1,570,000)
4410-0000	Permit revenues	(418,508)	(400,000)	(312)	(425,000)	(400,000)	(425,000)
	Licenses, Permits, Fees Total	(418,508)	(400,000)	(312)	(425,000)	(400,000)	(425,000)
4950-0225	Marine passenger fee	(287,600)	(457,600)	(457,600)	(457,600)	(287,600)	(287,600)
	Trnfrs from Other Funds Total	(287,600)	(457,600)	(457,600)	(457,600)	(287,600)	(287,600)
	Grand Total	(2,252,084)	(2,187,600)	(1,429,830)	(2,432,600)	(2,017,600)	(2,282,600)

531520101	Dock Operations	FY18 Actuals	FY19 Amd Budget	FY19 5mos Actuals	FY19 Proj Actuals	FY20 Approved	FY20 Revised	
Account	Description							
	Administration							
5110-0000	Salaries	511,588	527,800	251,297	632,500	542,600	649,000	
5111-0000	Overtime	21,336	15,000	10,627	15,000	15,000	15,000	
5116-0000	Accrued leave	61,625		24,676				
5120-0000	Benefits	284,938	307,400	142,029	336,700	311,800	341,800	
5130-0000	Workers compensation	15,700	13,700	13,700	13,700	13,700	13,700	
	Total Personnel	895,187	863,900	442,329	997,900	883,100	1,019,500	
	Commodities & Services							
5200-0000	Business travel	445	3,000	37	3,000	3,000	6,800	
5201-0000	Mileage	628	500	185	500	500	650	
5202-0000	Travel and training	10,240	8,000	11,733	13,000	8,000	13,000	
5205-0000	Contractual training	584	2,000		2,000	2,000	4,000	
5347-0000	Maintenance - software		7,000	1,615	2,000	7,000	2,000	
5390-0000	Contractual services	53,735	55,000	33,087	55,000	55,000	92,500	includes \$37,500 for IT support
5394-0000	Interdepartmental	225,200	193,200	193,200	193,200	193,200	193,200	
5350-0000	Landscape division charges	45,000	45,000	45,000	45,000	45,000	45,000	
5397-0000	Bank card fees	991	1,600	500	1,600	1,600	1,600	
5322-0000	Advertising	2,192	3,500	427	3,500	3,500	3,500	
5320-0000	Printing	4,309	5,500	877	10,000	5,500	5,500	
5370-0000	Spec & Prop	73,440	109,300	108,200	108,200	108,200	108,200	
5375-0000	General Liab, Auto & EE Pract Ins	3,900	4,000	5,000	5,100	4,000	5,100	
5494-0000	Loss contingency	1,000			1,000	1,000	1,000	
5340-0000	Repairs	6,422	50,000	6,844	50,000	50,000	50,000	
5344-0000	Maintenance - buildings		2,000			2,000		Remove
5345-0000	Building maint division charges	9,843	18,700	18,700	18,700	18,700	18,700	
5363-0000	Equipment maint - non-fleet	267	1,000	66	1,000	1,000	1,000	
5330-0000	Rents	61,901	72,000	30,663	65,000	72,000	65,000	
5360-0000	Equipment rentals	2,299	3,000	2,700	5,000	3,000	5,000	
5362-0000	Fleet replacement reserve	9,000	10,000	10,000	10,000	10,000	10,000	
5310-0000	Telephone	398	1,500		1,500	1,500	1,500	
5332-0000	Electricity	35,738	35,000	8,059	35,000	35,000	35,000	
5334-0000	Refuse disposal	17,247	20,000	9,782	20,000	20,000	20,000	
5335-0000	Water service	77,201	140,000	85,493	140,000	140,000	140,000	
5336-0000	Wastewater service	2,191	3,000	940	3,000	3,000	3,000	
5380-0000	Dues and subscriptions	2,448	3,000	1,349	3,000	3,000	3,000	
5481-0000	Postage and parcel post	227	800	154	800	800	800	reqst change to postage & shipping
5480-0000	Office supplies	2,526	2,000	608	2,000	2,000	2,000	

	FY18 Actuals	FY19 Amd Budget	FY19 Smos Actuals	FY19 Proj Actuals	FY20 Approved	FY20 Revised
5488-0000 Uniforms and safety equipment	10,985	7,800	605	13,000	7,800	13,000
5490-0000 Materials and commodities	21,270	25,000	7,066	25,000	25,000	25,000
5492-0000 Gasoline and oil		200		200	200	200
5491-0000 Safety programs and equipment	905	3,500	2,983	5,000	3,500	5,000
5496-0000 Minor equipment	16,012	7,500	3,722	15,000	7,500	15,000
5497-0000 Minor furniture and fixtures	175	3,000		3,000	3,000	3,000
5498-0000 Minor Software	115	1,500		1,500	1,500	1,500
Total Commodities & Services	698,834	848,100	589,595	860,800	848,100	899,750
Capital Outlay						
5510-0000 Vehicles and equipment	9,640	10,000		10,000	10,000	10,000
Total Capital Outlay	9,640	10,000		10,000	10,000	10,000
Debt Service						
Transfers Out						
Reimbursable Expenses						
7001-0000 Reimbursable Expense - Internal	(11,000)	(11,000)	(11,000)	(11,000)	(11,000)	(11,000)
Total Reimbursable Expenses	(11,000)	(11,000)	(11,000)	(11,000)	(11,000)	(11,000)
Total Expenditures	1,592,661	1,711,000	1,020,924	1,857,700	1,730,200	1,918,250

**Harbors
Staffing Detail**

**FY19 Amended = FY19
Adopted except for
changes approved
through HR**

**Update these columns Update these columns
Round all numbers to the nearest \$100.**

CLASS TITLE:

	FY17 Actual		FY18 Actual		FY19 Amended		FY20 Amended	
	No. Pos.	Salary & Benefits Budget	No. Pos.	Salary & Benefits Budget	No. Pos.	Salary & Benefits Budget	No. Pos.	Salary & Benefits Budget
Port Director	0.50	\$ 62,000	0.50	\$ 70,100	0.50	\$ 71,800	0.50	\$ 75,300
Harbormaster	0.50	46,600	0.50	48,000	0.50	50,600	0.50	52,200
Deputy Harbormaster					1.00	77,500	1.00	80,400
Admin Officer	0.50	32,800	0.50	33,600	0.50	34,800	0.50	36,100
Administrative Assistant I, II, III	5.13	229,700	5.13	226,300	5.13	229,000	5.13	236,300
Port Operations Supervisor	0.50	32,800	0.50	31,100	0.50	32,800	0.50	34,100
Harbor Operations Supervisor	2.00	148,700	2.00	140,000	1.00	64,000	1.00	66,600
Harbor Officer	6.75	420,700	6.75	427,000	6.75	424,900	6.75	438,400
Harbor Technicians	1.00	38,400	1.00	37,000	1.00	38,300	1.00	39,200
Engineer/Architect I, II	0.20	21,400	0.20	21,500	0.20	22,400	0.20	22,900
Overtime	-	25,000	-	35,000	-	35,000	-	35,000
Stand By & Weekend Diff	-	-	-	-	-	75,000	-	75,000
Benefits	-	589,900	-	593,300	-	633,000	-	643,600
Total	17.08	\$ 1,648,000	17.08	\$ 1,662,900	17.08	\$ 1,789,100	17.08	\$ 1,835,100

HRBRSREV Bi ennial Budget FY19

1/4/2019

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		FY18	FY19 Amd	FY19 5mos	Fill this column FY19 Proj	FY20	Fill this column FY20
530010101	Harbors Non-operational	Actuals	Budget	Actuals	Actuals	Approved	Revised
Account	Description						
4700-0000	Cash over/short	40					
4799-0000	Miscellaneous revenue			(9)			
	Other Revenues Total	40		(9)			
4800-0000	Interest income in Lawson	(781)	(34,900)			(34,900)	
	Investment&Intrst Income Total	(781)	(34,900)			(34,900)	
	Grand Total	(741)	(34,900)	(9)	-	(34,900)	-

HRBRSREV Bi ennial Budget FY19

1/4/2019

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		FY18	FY19 Amd	FY19 5mos	FY19 Proj	FY20	FY20
530510101	Harbors Operations	Actuals	Budget	Actuals	Actuals	Approved	Revised
Account	Description						
4013-0000	State shared revenues	(389,022)	(400,000)	(447,875)	(447,875)	(365,000)	(365,000)
	State Revenue Total	(389,022)	(400,000)	(447,875)	(447,875)	(365,000)	(365,000)
4300-0000	User fees	(2,989,563)	(3,000,000)	(1,823,086)	(3,000,000)	(3,000,000)	(3,000,000)
	Charges for Services Total	(2,989,563)	(3,000,000)	(1,823,086)	(3,000,000)	(3,000,000)	(3,000,000)
4450-0001	Minor Violations	(15,910)	(20,000)	(10,780)	(20,000)	(20,000)	(20,000)
	Fines and Forfeitures Total	(15,910)	(20,000)	(10,780)	(20,000)	(20,000)	(20,000)
4500-0000	Land sales			(23,780)	(23,780)		
	Sales Total			(23,780)	(23,780)		-
4570-0000	Land lease revenue	(939,340)	(875,000)	(526,713)	(889,050)	(875,000)	(890,000)
	Rentals & Leases Rev Total	(939,340)	(875,000)	(526,713)	(889,050)	(875,000)	(890,000)
4720-0000	Bad debts	25,776	75,000			75,000	
	Other Revenues Total	25,776	75,000		-	75,000	-
4800-0000	Interest income in Lawson	(1,157)					
4800-0402	AR interest and fines	(1,771)		(1,627)			
	Investment&Intrst Income Total	(2,928)		(1,627)	-		-
	Grand Total	(4,310,987)	(4,220,000)	(2,833,861)	(4,380,705)	(4,185,000)	(4,275,000)

530510101	Harbors Operations	FY18 Actuals	FY19 Amd Budget	FY19 5mos Actuals	FY19 Proj Actuals	FY20 Approved	FY20 Revised	
Account	Description							
	Administration							
5110-0000	Salaries	935,613	1,153,400	431,231	1,121,100	1,184,900	1,156,500	
5111-0000	Overtime	44,514	35,000	19,262	35,000	35,000	35,000	
5116-0000	Accrued leave	93,950		50,092				
5120-0000	Benefits	526,680	629,000	242,703	619,300	638,400	629,903	
5130-0000	Workers compensation	15,700	13,700	13,700	13,700	13,700	13,700	
	Total Personnel	1,616,457	1,831,100	756,988	1,789,100	1,872,000	1,835,103	
	Commodities & Services							
5200-0000	Business travel	1,654	3,500	897	3,500	3,500	4,800	
5201-0000	Mileage	348	600	396	700	600	700	
5202-0000	Travel and training	7,826	7,000	3,849	10,000	7,000	17,000	
5205-0000	Contractual training	4,524	1,000		4,500	1,000	5,000	
5342-0000	Maintenance contracts		500		500	500	500	
5347-0000	Maintenance - software		7,000	1,615	2,100	7,000	2,100	
5390-0000	Contractual services	312,678	225,000	211,371	245,000	225,000	262,500	includes \$37,500 for IT help
5394-0000	Interdepartmental	225,200	193,200	193,200	193,200	193,200	193,200	
5350-0000	Landscape division charges	18,000	36,000	36,000	36,000	36,000	36,000	
5397-0000	Bank card fees	58,870	65,000	33,233	65,000	65,000	65,000	
5322-0000	Advertising	2,526	3,500		2,500	3,500	3,500	
5320-0000	Printing	15,649	10,000	919	10,000	10,000	10,000	
5370-0000	Spec & Prop	73,340	109,400	108,200	108,200	108,200	108,200	
5375-0000	General Liab, Auto & EE Pract Ins	4,000	4,000	5,200	5,200	4,000	5,200	
5340-0000	Repairs	80,615	120,000	18,078	125,000	120,000	125,000	
5341-0000	Electronic repairs	125						
5344-0000	Maintenance - buildings	72	5,000	98				Remove
5345-0000	Building maint division charges	50,993	32,600	32,600	32,600	32,600	32,600	
5363-0000	Equipment maint - non-fleet	54,124	50,000	40,131	50,000	50,000	50,000	
5330-0000	Rents	9,570	12,000	11,083	12,000	12,000	12,000	?
5360-0000	Equipment rentals	3,323	5,500	2,700	5,500	5,500	5,500	
5362-0000	Fleet replacement reserve	18,000	20,000	20,000	20,000	20,000	20,000	
5310-0000	Telephone	24,606	22,000	10,557	25,000	22,000	25,000	
5332-0000	Electricity	111,884	115,000	26,302	115,000	115,000	115,000	
5333-0000	Fuel oil & propane	36,115	35,000	8,453	36,000	35,000	36,000	
5334-0000	Refuse disposal	177,469	175,000	84,841	175,000	175,000	175,000	
5335-0000	Water service	29,025	30,000	15,657	30,000	30,000	30,000	

	FY18 Actuals	FY19 Amd Budget	FY19 5mos Actuals	FY19 Proj Actuals	FY20 Approved	FY20 Revised
5336-0000 Wastewater service	10,451	6,500	4,803	10,500	6,500	10,500
5380-0000 Dues and subscriptions	5,283	4,000	1,341	5,500	4,000	5,500
5481-0000 Postage and parcel post	5,767	6,500	1,600	6,500	6,500	6,500
5389-0000 Fleet gasoline	12,766	20,000	6,156	15,000	20,000	15,000
5480-0000 Office supplies	4,285	5,000	2,512	5,000	5,000	5,000
5488-0000 Uniforms and safety equipment	6,111	10,000	5,503	10,000	10,000	10,000
5490-0000 Materials and commodities	39,252	70,000	23,104	50,000	70,000	50,000
5493-0000 Chemicals	311					
5491-0000 Safety programs and equipment	7,762	7,000	1,556	8,000	7,000	8,000
5496-0000 Minor equipment	10,689	7,000	2,447	7,000	7,000	7,000
5497-0000 Minor furniture and fixtures	1,891	7,000	266	5,000	7,000	7,000
5498-0000 Minor Software	1	1,500		1,500	1,500	1,500
Total Commodities & Services	1,425,105	1,432,300	914,668	1,436,500	1,432,300	1,465,800

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				
CU Extension by Planning Commission	Complete	22-Jan-19	Staff	PC approved permit extension
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	Awaiting Assembly Approval
Purchase and Sale Ordinance Hearing	In Progress	28-Jan-19	Staff	Awaiting Assembly Approval
Downtown Waterfront Improvements				
Geotech Report	In Progress		PND	Awaiting Final Report
Materials Procurement	Complete		Staff	Island Contractors pending funds approval
Army Corps of Engineers Permit	In Progress		PND	Public Notice Review
Incidental Harrasment Authorization	In Progress		PND	Preparing Submittal Document
95% Design Sumittal	Hold	4-Mar-19	PND	
D&H 95% Design Review	Hold	8-Mar-19	Staff	
Final Bid Documents	Hold	4-May-19	PND	
Bid Opening	Hold	7-May-19	Staff	
D&H Board Approval	Hold			
Assembly Approval	Hold	13-May-19		

PORT ENGINEER'S PROJECT STATUS REPORT

Gary Gillette, Port Engineer

Notice to Proceed	Hold	24-May-19		
On-Site Construction	Hold	27-May-19	TBD	
Substantial Completion	Hold	5-Jun-20		
Final Completion	Hold	30-Jun-20		
Amalga Harbor Fish Cleaning Station				
Public Meeting	TBD	PND		Date to be determined
Permitting	In Progress			ACOE Permit
Design	In Progress		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	Pending Construction Schedule
ADOT Grant Application - Harris Anodes				
Anode Installation	Hold		Staff/PND	Awaiting Legislative Action in 2019
LRD-Norway Point Ocean Data Study				
Ocean Data Study	Complete		PND	
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	RFPs due 5 Feb 19
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				
Bid Opening	Complete			Island Contractors pending funding approval

PORT ENGINEER'S PROJECT STATUS REPORT

Gary Gillette, Port Engineer

Board approval of bid	Hold	23-Jan-19		
Assembly Approval	Hold	28-Jan-19		
Construction	Hold		TBB	Building Complete by May 1, 2019
Construction Admin and Inspection	Hold		JYL	
Wayside Park Float				
Dredging as Float Grounds Out	Hold			Awaiting Funding
N. Douglas Boat Launch Expansion Study				
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	In Progress		TBD	Due January 24, 2019
Security Check Stations				
Design	In Progress		PND	
Bid Opening	Hold			
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			