CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING AGENDA
For Thursday, October 29th, 2015

I. Call to Order (5:00 p.m. in the CBJ Assembly Chambers)

II. Roll (John Bush, Bob Janes, David Lowell, Robert Mosher, Budd Simpson, David Summers, Tom Zaruba, Mike Peterson, and Tom Donek)

III. Approval of Agenda

MOTION: TO APPROVE THE AGENDA AS PRESENTED.

IV. Approval of September 24th, 2015 Regular Board Meeting Minutes.

V. Public Participation on Non-Agenda Items (not to exceed five minutes per person, or twenty minutes total time).

VI. Consent Agenda- None

VII. Unfinished Business

1. Auke Bay Boatyard Lease Amendment
   Presentation by the Port Director

Board Questions

Public Comment

Board Discussion/Action

MOTION: TO BE DETERMINED AT THE MEETING.

2. Juneau Port Development Mining Rights and Modified Harbor Plan
   Presentation by David Wilfong - Department of Natural Resources, DMLW-Mining Section and Howard Lockwood - Manager, Juneau Port Development

Board Questions

Public Comment

Board Discussion/Action

MOTION: TO BE DETERMINED AT THE MEETING.

VIII. New Business

1. Consultant Services for Statter Harbor Phase III Planning Update
   Presentation by the Port Engineer

Board Questions

Public Comment

Board Discussion/Action

MOTION: TO BE DETERMINED AT THE MEETING.

IX. Items for Information/Discussion

1. Juneau Port Development Lease
   Presentation by the Port Director

2. Douglas Harbor 95% Design Review
   Presentation by the Port Engineer

3. Meeting Schedule for 2016
   Presentation by the Port Director

X. Committee and Member Reports

1. Docks Fee Review Committee Meeting- Wednesday, October 21st, 2015

2. Finance Committee Meeting- Wednesday, October 21st, 2015

3. Harbor Fee Review Committee Meeting- Thursday, October 22nd, 2015

4. Operations/Planning Committee Meeting- Thursday, October 22nd, 2015

5. Member Reports

XI. Port Engineer's Report

XII. Harbormaster's Report

XIII. Port Director's Report

XIV. Assembly Liaison Report

XV. Board Administrative Matters

a. Election of Board Vice Chair

b. Committee Assignments

c. Harbor Fee Review Meeting – Wednesday, November 4th, 2015 at noon

d. Ops/Planning Committee Meeting ~~– Tuesday, November 10th, 2015 at 5:00pm~~ CANCELLED!

e. Finance Committee Meeting –Thursday, November 12th, 2015 at 5:00pm

f. Docks Fee Review Meeting – Thursday, November 12th, 2015 following Finance

g. Board Meeting – Thursday, November 19th, 2015 at 5:00pm

XVI. Adjournment

CBJ Docks and Harbors Board
REGULAR BOARD MEETING MINUTES
For Thursday, September 24th, 2015

I. Call to Order.

Mr. Donek called the Regular Board Meeting to order at 5:00p.m. in the CBJ Room 224.

II. Roll Call.

The following members were present: Bob Janes, Robert Mosher, Mike Peterson (via telephone), Budd Simpson, Tom Zaruba, and Tom Donek.

Absent: John Bush, David Lowell, and David Summers.

Also present were the following: Carl Uchytil – Port Director, David Borg-Harbormaster, Gary Gillette – Port Engineer, Jerry Nankervis – Assembly Liaison, and Chris Orman – CBJ Attorney (via telephone).

III. Approval of Agenda.

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

Motion was approved with no objection.

IV. Approval of August 27th, 2015 Meeting Minutes.

Tom Zaruba said he wanted the vote on the Douglas Harbor recorded with names and to also list who abstained.

Mr. Uchytil said he has some minor typo corrections.

MOTION By MR. SIMPSON: TO APPROVE THE AUGUST 27TH, 2015 MINUTES AS AMENDED AND ASK UNANIMOUS CONSENT.

Motion passed with no objection.

V. Public Participation on Non-Agenda Items – None

VI. Consent Agenda - None

VII. Unfinished Business

1. Public Hearing – Notice of Proposed Changes to Regulations
Amendment of Title 05, Chapter 20 (Small Boat Harbor Fees and Charges)
Mr. Uchytil said the regulation changes in the packet were approved by the Board in August and has been out for a 21 day posting period. This is posted in the Juneau Empire, the Libraries, the Clerks office, and all the Harbor offices. Today is the closing of that 21 day period and tonight is providing for any testimony on the regulation changes. Mr. Uchytil said he has not received any comments.

Board Questions - None

Public Comment-
Tom Williams, Juneau, AK
Mr. Williams said he has some recommendations for the proposed changes. He said he was on the Harbor Board when the launch ramp fees were being established.

1. Making this an annual fee versus a calendar year fee will make it extremely difficult to keep track of and will be confusing.

Mr. Williams said when these fees were first established, it was not a popular thing. He said he is happy to see the fees are not being raised.

2. Launch ramp permits should be purchased per trailer. There is no reason a person should have a discount for having multiple boats.

Clarke Damon, Douglas, AK
Mr. Damon said he has multiple boats and objects to having to pay for all trailers. He said this year during the fishing derby he thought he had a boat ready for some relatives coming into town, but when he launched it, it wouldn't run, so he needed to go get another boat. He couldn't put that boat in because it was a different trailer. Why is Docks & Harbors so greedy? He asked for clarification on how he would get a permit if he buys another trailer in the middle of the year? He also asked if he was using his boat commercially would he need to purchase a $250 Commercial Permit to be able to pull the boat to change a propeller?

Mr. Donek said the Board would address his questions.

Board Discussion/Action-

Mr. Uchytil said after the Board approves the regulation changes, he will send this to Law for review and they may change some of the words but not the intent.

Mr. Borg said using annual will be a problem unless put in parenthesis after it (January 1 to December 31).

Mr. Simpson said he agreed with that because the moorage fees go from July 1st to June 30th which is annual but not calendar year. This is confusing using the same term but for a different date schedule.

Mr. Zaruba asked if it would make sense to put all the fee structures on the same date schedule?

Mr. Uchytil said the moorage fees are July to June because that is the fiscal year for all CBJ.

Mr. Borg said administratively that would not be a good idea because he would not have enough people. The fees timeline currently works.

Mr. Donek said to answer Mr. Damon's questions, the Commercial Launch ramp fee applies to Commercial users not someone who wants to pull their boat out one time. If you want to use the launch ramp one time, there is a $15 daily use fee.

Mr. Damon asked if he could launch and retrieve several times on the same day.

Mr. Borg said yes if it is the same day.

Mr. Borg said to answer Mr. Damon's question on purchasing another trailer in the middle of the season, a person would need to bring in their registration and proof of purchase and that person would receive another permit.

Mr. Simpson said there has been a lot of time spent on multiple trailers in the same family. The proposed changes are an effort to try to curtail potential abuses but still recognize people that had different boats for different purposes when in fact they were only going to use one at a time.

Mr. Donek would like after annual "(January 1 to December 31)".

Mr. Orman said that sounded good.

MOTION By MR. SIMPSON: TO APPROVE THE PROPOSED REGULATION CHANGES TITLE 05, CHAPTER 20(SMALL BOAT HARBOR FEES AND CHARGES) RELATING TO THE LAUNCH RAMP FEES AND REFER TO THE ASSEMBLY FOR ACTION AND ASK UNANIMOUS CONSENT.

Motion passed with no objection.

2. Fritz Cove Beach Access Gate

Mr. Gillette said this has been discussed several time. The last directive was to install a gate but there was still a question on the grandfather rights issue. He said he did research and a "use" is grandfathered in if it is an established use at the time and it was legal in code. Mr. Gillette said there was testimony from an individual that remembered launching a boat when they were a young kid. Mr. Gillette said he is not sure that is now established as a legal use. He researched in the codes as far back as 1972, and there wasn't anything said about that. Mr. Gillette said there was also testimony that there wasn't an

issue until the rocks that blocked the access were moved in 2005 when they started developing Spuhn Island. With that testimony he knows there was some period the access was blocked. If that use was abandoned for a year, you lose grandfather rights. He asked direction from the Board how they would like him to proceed.

Board Questions -
Mr. Zaruba asked why the Board is looking into this?

Mr. Donek said some of the people that live on Fritz Cove road don't like that area being used as a launch ramp and others have come in and said they like it and use it. It was also a surprise for the Board that Docks & Harbors manages this area. The Board needs to decide if this needs to be blocked off with rocks or a gate that can be opened to allow access for people taking supplies to Spuhn Island. Even with a gate, there will still be adequate kayak access and a parking area.

Mr. Mosher asked if there was an option to just leave it as is?

Mr. Simpson said it is in our jurisdiction and with competing interests in play, Docks & Harbors Board is forced into a position to decide what to do. Leaving it like it is would be one option. The Board decided over quite a bit of testimony that a good compromise would be to install a gate. This would not be permanently blocking this off and still allow foot traffic and kayak use. It would also allow some boats that would need to use this area get an access key from the Harbormaster.

Mr. Gillette said launch ramps are not allowed in that zone. Also, when someone comes and complains to the Board it is the Boards responsibility to address the situation.

Mr. Janes said he does not like the situation the Board has been put in. He said he would like to just leave it alone. It hasn't been a problem and people use it. However, the Board is put into a situation that something needs to be done. He recommends;

1. Leave alone for a year and see what happens.
2. Do the minimum restrictions so kayaks and small skiffs still have access.

Mr. Donek said the Board needs to decide because this is an illegal boat launch ramp that is not allowed to be there. Mr. Borg has a problem if it is open, he will need to manage that area. The gate was an attempt to give Mr. Borg something to work with instead of just an open area.

Mr. Zaruba recommended to put a gate in and revisit this issue in a year to see how it worked.

Mr. Simpson said that is what has been proposed and someone can come back at any time and say that solution is no good and the Board can revisit this issue at that time.

Mr. Zaruba said he would like this revisited in a year just to see what it looks like.

Public Comment
Tom Williams, Juneau, AK
He said he does launch his kayaks from that launch ramp. He said leaving it alone would be a good approach, however, if it is inconsistent with the use from CBJ, he doesn't understand why there is a compromise? You can either use it or you can't. If you can't use this to launch boats, than you shouldn't put a gate in that still allows some people to be able to launch. He said he would object to putting a gate there. He recommends to block off this area with rocks and revisit this issue in a year. He also recommended to put signs up in the parking area stating this is Harbor parking. He said this is Harbor owned so the Harbormaster will still need to do enforcement there.

Board Discussion/Action -
Mr. Donek said if this was left open, it will remain a launch ramp. As soon as a gate was installed, it was no longer a boat launch ramp and would be taken out of the CBJ code issue and would be a controlled use beach access.

Mr. Simpson said the access would be given for emergency situations and not intended for a public launch ramp ever again.

Mr. Donek said staff has been given direction to put up signage.

Mr. Gillette said CDD did say emergency situations would be an allowable use.

Mr. Janes asked if large boulders could be placed there and see what happens.

Mr. Gillette said there were boulders blocking the access and the contractors working on Spuhn Island moved them.

Mr. Janes said he launches his kayaks with a trailer and so if this is blocked off there would be discrimination toward certain kayak users.

MOTION By MR.SIMPSON: TO DIRECT STAFF TO PLACE A LOCKABLE LOCKED GATE AT THE FRITZ COVE BEACH ACCESS POINT SUFFICIENT TO PREVENT BOATS ON TRAILERS FROM GOING DOWN THE RAMP AND

INSTALL SIGNAGE IN DEPARTMENT CONTROLLED PARKING AREAS IN THAT LOCATION AND GATE ACCESS ONLY BE OPEN FOR EMERGENCIES AND ASK UNANIMOUS CONSENT.

Mr. Janes objected.

Mr. Donek called for a vote.

Bob Janes – No
Robert Mosher – No
Mike Peterson – No
Budd Simpson – Yes
Tom Zaruba – No
Tom Donek - Yes

Motion did not pass and Mr. Donek will send this back to the Ops/Planning meeting for more review

VIII. New Business

1. Boatyard Lease Amendment
   Mr. Uchytil said this is a lease amendment for Harri's Commercial Marine to relocate to the Auke Bay Loading Facility. At the Board's Strategic planning meeting in March, the Board prioritized that they wanted to move the Boatyard for Docks & Harbors plans to better manage the master planning of Statter Harbor. Moving the boat yard out of Statter Harbor will allow building Statter Harbor to it's best and highest use. Within the existing lease, which was formerly known as Juneau Marine Services, and currently known as Harri's Commercial Marine, the lease will be for a term of 10 years or until such time as a new boat haul out facility is constructed at Auke Bay. In the event the new boat haul out facility is constructed, the lessee has the right of first refusal. The need for a RFP is not in question. Harri's Commercial Marine has that within the contract of the lease. Mr. Uchytil said he consulted with CBJ Law on how to move the boat yard in an expedited manner. In August an MOA was crafted on how to move forward with the goal of having Harri's Commercial Marine operating by September 1st. CBJ Law will need to put together a lease amendment that would be brought back to this Board next month. This will essentially be the existing lease at the new location with a new lease rent proposed at $27,000 which is a lease rent established by Horan & Company our term contractor for appraisals.

   Board Questions –

Mr. Simpson said the appraiser determines a value of the property and under CBJ code, the Board was constrained to set a lease rate based on a percentage of eight to ten percent of the property value. This appraisal is based off the appraisers opinion on what a fair rent would be without regard to the value of the property being leased. He would like to make sure that this lease rent determination can be used per CBJ ordinance.

Mr. Uchytil said most of Docks & Harbors tideland leases are for raw land. When this lease was signed, they didn't look at raw land they looked at lease property, equipment and improvements.

Mr. Orman said he doesn't see a problem. This is a unique lease because it is a small portion of a main property and will need to accept best guesses because this is temporary for two to three years.

Mr. Zaruba said the Board needs a value to be able to come up with a reasonable lease rate. He said he has a problem with the appraiser. He asked Mr. Uchytil if anyone disclosed to him a relationship between Duvernay and Horan?

Mr. Uchytil said no.

Mr. Peterson said he wanted a point of order. This is not an interrogation and objects to the tone of the question.

Mr. Zaruba said full disclosure is important in any documents, and full disclosure is necessary in Mr. Horan's appraisal that states he was a partner in Pomtier, Duvernay and Horan for many years. This will look bad in the public perception.

Public Comment –
Paul Swanson, Juneau, AK
Mr. Swanson asked if it is addressed in the lease who maintains the equipment?

Mr. Donek said that is in the agreement.

Board Discussion/Action

Mr. Janes said the Board directed staff to ask Mr. Duvernay to move from the existing location to the new location. It was not a done deal and permits needed to be obtained. Mr. Duvernay agreed to move because the Board believed there was a better and higher use for the area at Statter Harbor. His lease exists for three more years. There needs to be a boat yard in Auke Bay. Mr. Janes said this is a team situation. This is a new facility that is

opening up and will take time to get up and running. This needs to be looked at a little differently than leasing out another piece of Harbor managed property. We are trying to keep a service going and get the highest and best use in Statter Harbor.

Mr. Peterson said this lease has been active since 2008. To come up with a land value is premature and might violate the current lease. In three years this lease will expire and we will have the opportunity to add additional language to address what is lacking in this current lease. He said he fully supports keeping the lease as it is.

Mr. Zaruba said he agrees with what everyone has said. His concern is by not putting this out in a RFP or a public opportunity to bid on this, we run the risk of public perception of this being an inside deal. We should find out the value of the property and then test the market place to see what kind of revenue it would bring. He knows Mr. Duvernay has first right of refusal but the Board also has an obligation to maximize for CBJ and the people of CBJ's revenue from its assets. Perception means a lot to the public. He said in the interest of good government, this should go out in a RFP.

Mr. Simpson said there is an existing lease. It contemplates that a new facility might be built and if it is, the Board would look at the lease rate but does not require us to go out with another RFP. This is a contract right to go to the new site with a new rate negotiated. The problem he has with the rent value is that it does not fit the ordinance exactly. He is comfortable with the CBJ attorney's legal opinion. This can be revisited in three years.

Mr. Donek said we have a better use for the boatyard area in Statter Harbor. The travel lift and dock it operates on currently is junk and we are risking liability if that decides to fail. We don't have options and time to go out with a RFP. This is not permanent and will be an interim fix. Looking at how an appraisal would be completed for a normal tidelands property is not the same because this lease is not just bare tideland.

Mr. Zaruba said he agrees that the existing boat yard needs to go and moved to the Auke Bay Loading Facility. He said he does not agree that there are not comparable improved tidelands that this property could be appraised against. There are improved tidelands all over Southeast Alaska, and that is what Mr. Horan used for comps. He said if we accept this appraisal, his rent is set at $27,000 per year and it is one man's opinion. He feels uncomfortable taking one man's opinion when this Board is charged with coming up with a reasonable rent.

Mr. Donek said we are not in this business to make a profit or make as much money as we can but to provide a public service.
MOTION By MR. JANES : DIRECT STAFF TO MOVE FORWARD WITH A BOAT YARD LEASE AMENDMENT WITH HARRI'S COMMERCIAL MARINE AND BRING BACK TO THE NEXT BOARD MEETING AND ASK FOR UNANIMOUS CONSENT.

Motion passed with no objection

2. Contract Amendment for Construction Administration & Inspection for Cruise Ship Berths Project.
Mr. Gillette said in the packet is the letter from PND which relates to the Construction Administration and Inspection services for the south berth construction that just started. This work will be going through May which will be inspecting the pilings as they are being drilled in and the administrative work that goes along with the construction project. The fee proposal is a time and expense because it is very hard to estimate. The fee proposal is $994,410. This will be for three engineers full time as they are drilling and placing piles. One of the Engineers will do the administrative part of the project with two crews running at the same time.
Board Questions

Mr. Donek asked Mr. Gillette to tell the Board how PND was chosen for this project.

Mr. Gillette said through a RFP process. Four proposals were received and were reviewed through a selection Committee.

Mr. Donek verified that this was just the next phase of their work.

Mr. Gillette said yes, the RFP was clear it was for professional services throughout the whole project. The first part that has been going on for about a year is for the fabrication work inspections from their Seattle office. This is an amendment to go to the next phase which is construction of the South Berth. Staff will be coming back again next year about the same time for the North Berth construction.

Mr. Janes asked if everything was moving forward on schedule?

Mr. Gillette said they arrived when they said they would and are unloading material barges and getting started on the project.

Mr. Zaruba asked how the Engineers services estimate compared to what is budgeted in this contract?

Mr. Gillette said it is within the budget that was proposed.

Mr. Zaruba asked if it was less or equal to what was in the budget?

Mr. Gillette said less at this time.

Mr. Simpson asked if during the inspections in Seattle there were any defects found in the fabrication work that needed to be corrected?

Mr. Gillette said there were little things that were found and corrected.

Public Comment- None

Board Discussion/Action

MOTION By MR. SIMPSON: TO APPROVE AND FORWARD TO THE ASSEMBLY THE CONTRACT ADMINISTRATION INSPECTION SERVICES PROPOSAL BY PND FOR $994,410 AND ASK UNANIMOUS CONSENT.

Motion passed with no objection

6:17 – Break
6:34 - Resumed

IX. Items for Information/Discussion

1. Juneau Port Development Lease
   The Power Point Presentation was not available due to technical difficulties and this was discussed last under Items for Information/Discussion.
   Mr. Lockwood said he is working on responding to a letter from the Port Director dated June 26th that lays out specific things the Port Director would like to see from his stand point. He plans to have that response for the OPS/Planning meeting on October 21st. This lease was first conceived in a meeting in 2001. He outlined at the meeting to use the mineral estate to raise the money and develop an area encased by a wall which was all funded by private funds. There are no CBJ funds, tax payer funds, or Docks & Harbors funds used for this project and the revenues will be for the benefit of CBJ. As a result of that meeting, he moved through all of the Boards and signed the lease in 2007. The terms of the lease and the position of Juneau Port Development is there is no money on that lease at this time. The reason for that is Juneau Port Development does not own that property but the State of Alaska holds the title to the tide submerged lands mineral reservation and there are other documents that will have to be cleared before the Harbor could be put in place. The function of the lease is actually

a pass through that allows for the subletting of that property. The design for the Harbor needs to be completed, land titles need to be in effect, and the marketing into the mega yacht industry, and larger vessel industry needs to be completed before subletting. Docks & Harbors collects the revenues off the capital infrastructure and after the cost of operation and maintenance is taken out, the remaining revenues reserve in the Harbor will go back to the original participant in the lease. The plan works like a timeshare. The developer coordinates the property, makes a design, and comes up with a plan that is marketable to an individual. The rents from the timeshare holder will benefit from the revenues after the cost of operation. Juneau Port Development owns nothing in this lease. The patrons that execute the sub-lease become the lessee of that particular slip. In order to get to that point there needs to be a project set in stone. Up to current, he has not had a set in stone project to work with. There has been other City ventures that came from the Public Works and City Engineering Department that destroyed the ability to attract the mega yacht market. This destruction started three years ago. This project has been a moving target for him as a developer to try to stabilize the land titles that can stabilize the facilities that can be sublet to the user. The project works just like a timeshare. The land is taken, the project is developed, the financing is put in from the outside and it is passed through a user that pays it off. In the meantime, Docks & Harbors receives a tremendous amount of annual rent from that infrastructure that was financed outside CBJ. This is a unique piece of property and the only place in the world this will work because the attraction to the City by the mega yacht patrons. He said if he can put a package together that attracts them as the facility attracts them, then the sub-lease package has to be approved in full by Docks & Harbors. At that point it would be a marketable item. Because this is the only place in the Northwest the mega yacht people have a place to dock and have control of the property. The problem moving forward is the intermediate stage of the project. He asked if there was any questions about the structure on how this lease works and the position that Juneau Port Development holds in this situation? The focus from Juneau Port Development is to finish the design and proposal to put on the market and attract the mega yacht users.

Mr. Zaruba asked if Mr. Lockwood's plan is to get this area title for the leases de-conflicted?

Mr. Lockwood said no. His plan is to get a stable piece of ground and design. He is working with PND to perfect the draft plan and have an item that is marketable to the mega yacht industry. His plan is to create a package, a plan, and an entity within the harbor with clear title to the property with a provision that has been approved by the Board and by

Finance Committee and by the City attorney that can be marketed to the mega yacht industry.

Mr. Zaruba said he understands that, but his question is what does he want the Board to deliver?

Mr. Lockwood said no, he just wants the Board to approve what he's doing. It was pointed out three years ago that if he would have had approval of his plan it would have made it impossible for the City Engineer to put a snow dump in. He is asking for approval of the concept plan at this time. He is not asking for money from Docks and Harbors just the freedom to get this project completed.

Mr. Janes said he remembers the Board giving approval to move forward with this project by authorizing extensions.

Mr. Lockwood said the Board has approved the extensions, but he is making the statement he is no longer asking for an extension of the lease but he has a project moving forward that already has $1,700,000 into this project from outside investors. Once this plan is completed by PND he will go to the mega yacht market this month. At another meeting, he will ask approval from the Board of the draft plan from PND.

Mr. Janes asked with the mineral rights, does Docks & Harbors not have the ability to lease this property to no one else because Mr. Lockwood has the mineral rights?

Mr. Lockwood said that is correct. The State of Alaska maintains those mineral reservations on ATS 556A which were withheld when this lease was passed to CBJ. That reservation needs to be released before the Title is clear. Before he can make a proper sub-lease to the mega yacht owners, he needs to show to them that he has the ability to release that area. The law states if that mining claim is not released, and he doesn't keep up with his annual rent which is $800 to $900 monthly to the state as a claim holder, another miner could make a claim. It took four years to put this lease together that the Board is trying to cancel now. It would be a shame to lose the positon to market this area to the mega yacht industry and see if this will work. He said his current modification is in the packet. When the snow dump went in by the Public Works Director, Mr. Lockwood did a redesign and it reduced the number of slips by 55. He would like to build a wall and put the dredge material behind the wall. The wall is in the process of being designed and bonded currently no matter what happens with the Harbor. The wall is needed to handle the first phase of the dredging. There is over $65M in gold in the sand toe at that site and has been assayed and proven.

He said the simplicity of this project is taking the dredge material and making uplands and then for the hole in the water put pilings in for docks for boat slips. The name of this Harbor is Entrance Harbor. He will come back to another meeting with answers to the Port Directors letter and written support for everything he has said tonight.

Mr. Uchytil said today he met with Mr. Lockwood and Chris Orman, CBJ Law. He said it is his responsibility to manage the leases and he would not be doing his job if he said that Mr. Lockwood has met the terms of the lease as well as the direction the Board has given him in the last few years regarding Mr. Lockwood's project. Mr. Uchytil said no one wants to stand in the way of Mr. Lockwood's project. At the October Board meeting in 2010 Mr. Lockwood was given a two year extension for the purpose of providing additional time to obtain permits for the proposed development. At the October Board meeting in 2012, Mr. Lockwood was granted another two year extension for the purpose of providing additional time to obtain permits for the proposed development. The Board was clear in stating additional extensions would not be considered under the terms of the lease. At the October Board meeting in 2014, Mr. Lockwood's lease was extended one year with a four to three vote. The Board stated at that time that Mr. Lockwood had until October 31st, 2015 to secure all permits under the terms of the lease necessary to develop a Harbor Marine Complex and associated uplands amenities. Mr. Uchytil said Mr. Lockwood has until October 31st 2015 to demonstrate that he has in accordance with the terms of the lease the permits in place to develop this Harbor facility. Mr. Uchytil said as of today he has not met this standard. He said he has tried to communicate with Mr. Lockwood that the best way forward is for the Port Director to write a letter to Mr. Lockwood referencing the letter from June the permits he has not been successful in obtaining. Mr. Uchytil said he does have a permit with the Corps of Engineers, but that permit is a general permit authorizing work conducted by floating devices in navigable waters in the United States for the purpose of recovering metals within the State of Alaska. Mr. Uchytil said the cleanest way forward to give Mr. Lockwood due process for this lease would be to send a letter saying per the terms of the lease you are not compliant and his lease will not be extending and terminated on October 31st, 2015. That would give Mr. Lockwood an opportunity to come back to the Board and petition the Board to challenge the Port Directors decision and if that was not favorable he could petition to the Assembly, if that was not favorable he could petition to the Superior Court. The Board could also decide to do something other than what the Port Director is proposing and extend or amend the lease. This would need Assembly approval.

Mr. Zaruba asked when the lease expires?

Mr. Uchytil said October 31st, 2015. If there is an appeal, the time stops.

Mr. Zaruba asked when will Mr. Uchytil write the letter?

Mr. Uchytil said he suggests to send it tomorrow.

Mr. Janes stated if the letter is sent, because of the mineral rights and the Corps of Engineers permit, Mr. Lockwood still has the authority and ability to dredge this as long as he is paying the State. This is why the lease keeps getting extended because it can't be leased to anyone else. This is complex and he sees benefit for CBJ to continue with Mr. Lockwood's lease. Mr. Janes asked Mr. Lockwood if he has the right to dredge this area and put the fill upland under his Corps of Engineers permit or put it back where it was?

Mr. Lockwood said the Corps of Engineers permit allows dredging to -22. This permit does not allow to place this material on the uplands, but the entire ATS 556A is tide and submerged lands. This was the complication for CBJ's dredge fill permit because Ron King stated CBJ does not have anything to do with dumping fill back into the waters. Mr. Lockwood said he will be dumping fill back in the water and letting it build up.

Mr. Janes asked if it would be behind the wall?

Mr. Lockwood said the wall is not planned to go in until he gets a dredge schedule where there will be 500,000 cubic yards to +22 and that will be on the CBJ side of the old fuel dock. Then go to the other side of the fuel dock and do another 50,000 cubic yards which will raise the land to where trucks can drive on it. Under the terms of this lease and the Corps of Engineers permit, I can dredge the material and place it behind the wall because it is still in tide and submerged lands. The lease has a provision for forfeiture. The Port Director is premature to send a letter until the end of the extension. Mr. Lockwood said he has an active lease and he is only not compliant because of the interpretation of the Port Director on this lease. He is trying his best to accommodate the terms of the Port Director's letter. Mr. Lockwood said he would need to get permission from the Board to write the letter and he will ask for a vote of the Board who wants to oppose this lease. He said if this is not favorable, he will appeal to the Assembly. He said he is on a personal hook for over $1,700,000. Mr. Lockwood said it states in the lease that if he does due diligence it is an automatic extension.

Mr. Donek said this is not an action item tonight.

Mr. Simpson said he is convinced by Mr. Lockwood's statement that he won't be in default until the end of October. If he is in default at that time then it would be appropriate to send the letter.

Mr. Donek said this will expire on October 31st, 2015.

Mr. Simpson said his lease will expire if he fails to meet the conditions of the lease.

Mr. Donek said the lease states it is up to the Port Director to determine if Mr. Lockwood is compliant with the lease.

Mr. Simpson confirmed that if Mr. Lockwood is not happy with the Port Director's determination he can appeal to the Board.

Mr. Zaruba said writing the letter now will give Mr. Lockwood the opportunity to appeal to the Board on October 29th before the lease would expire if Mr. Lockwood is not compliant.

Mr. Simpson agreed with that also.

Mr. Donek said the Port Director makes the decision and the decision can be appealed to the Board.

2. Surplus M/V Icy Strait
   Mr. Borg said he is proposing to put the M/V Icy Strait up for public auction. The vessel is over 21 years old and has been in service since 1994. Based on the recent survey, the vessel has reached its useful service life. The vessel has been hauled out of the water and in storage for the past 18 months. This vessel is too big for the harbor and the tasks can be completed with a smaller more nimble vessel. The survey said it is worth $49,000. He said he will start the auction at $35,000.

3. Auke Bay Wake Zone Update
   Mr. Uchytil said he received a complaint from a home owner that lives on the shoreline that the boat wakes were causing damage to his new dock. As Port Director he does not have the authority to change the speed limits outside the Harbor area. He has been working with TBMP to engage the tourism industry to self regulate and begin a voluntary process which seems to be working well.

4. Douglas Harbor 65% Design
   Mr. Gillette said staff is moving forward with the 65% design. We will start with a base bid and have two added alternatives. The first alternative is to install the existing gangway ramp that was at Douglas Harbor from a

approach dock made of piles and wood down to a float that will be attached to the rest of the floats. Added alternative two would be to extend the existing wall out to where the ramp is put to the wall to the float. When we receive the bids, based on the bids we would be able to do added alternative one or two. The base bid with added alternative one would be $6.3M. The base bid with added alternative two is $6.7M. The expanded area and moving the wall out is another $400,000. The benefit would be that there would be extra parking.

Mr. Zaruba asked if there was a requirement from the CBJ that makes it difficult for local companies to bid on these projects?

Mr. Uchytil said that is a Project Labor Agreement (PLA). There was a resolution by the Assembly two years ago that said any project over $4M adjusted for inflation that every contractor has to agree to sign a project labor agreement. This is a requirement to use union labor from a union shop in Juneau. There are a couple contractors in town that by their choice decided to be non-union and are prevented from bidding on a PLA project.

Mr. Donek asked what Trucano was doing with the old floats from Douglas?

Mr. Gillette said he is taking them to the dump. Some of the main floats have been sold.

Mr. Uchytil said next week the Corps of Engineers is coming down for a pre-con meeting on the dredging project. This dredging project is $5.8M and awarded to Western Marine Construction of Seattle. The project will start mid-October and be finished in February.

5. RFP Downtown Harbor Facilities
   This is a draft RFP for the Professional Services for Land Use and Strategic Financial Planning Downtown Harbor Facilities in Juneau. This came out of the offsite strategic planning meeting with the Board. This is for a comprehensive master plan conceptual development of the area from Norway Point to the bridge. Harris Harbor is ten years old and Aurora Harbor is designed so there is already an idea on the marine aspects. This project is basically for the uplands and the fisheries dock area. The budget for this project is $100,000. Typically with RFP's, there is a selection committee, and staff encourages Board members to be on the selection committee.

   Mr. Donek suggested to make sure during the RFP process that it is known this is for $100,000.

Mr. Gillette said it is open. The proposer will tell how much the $100,000 will cover and how much it will cost to finish the project.

Mr. Zaruba asked where the money is coming from?

Mr. Gillette said there is enough money out of the Aurora Harbor project that could be used because it is not enough to do a construction project with.

Mr. Uchytil said the money left over is the 10% contingency from Aurora Harbor phase one. Docks & Harbors does not have money to complete the rest of Aurora Harbor. With this project we could get conceptual ideas on where to go next. Funding is going to be very important.

6. Selection Committee – 4400 Thane Road Update
   Mr. Uchytil said last Monday the selection Committee sat through a RFP process that looked at three proposals. One was from Tlingit and Haida Immersion Park, another was from Abby's Kitchen for a Restaurant, and one was from Jeff Fanning, Liquid Alaska for a bus/coach staging area. The Committee chose the Tlingit and Haida Immersion Park as the preferred proposal. In the RFP it stated it was the responsibility of the proposer to make sure the proposal was consistent with the land use code in Title 49 and zoning. It has been brought to Docks & Harbors attention that this proposal may not meet the zoning requirements and would not be authorized. Tlingit and Haida will be working with CDD to be compliant with the zoning.

X. Committee and Board Member Reports

1. Operations/Planning Committee Meeting – Cancelled
2. Finance Committee Meeting – Cancelled
3. Member Reports – none

XI. Port Engineers Report –

Mr. Gillette said Manson construction is in town to start the 16B project.

XII. Harbormaster's Report –

Mr. Borg reported;

- The last day for seasonal staff is tomorrow.
- Staff is working on winter preparations in the Harbors.
- Working on a full time hire for our Senior Harbor Officer position.
- Completed new dock shelters at the top of C, H, and A ramp in Aurora Harbor.

XIII. Port Director's Report –

Mr. Uchytil said at the last meeting Mr. Parker complained about cat urine on his boat. Mr. Clauder approached the owner and he is trying to get rid of his cat.

Mr. Donek said he also checked on a solution for this issue and the individual could have went to the Humane Society and borrowed a live trap. You can then take the cat back to the Humane Society and they fine the owner.

Mr. Uchytil said the Alaska Association of Harbormasters conference is October 12th through the 16th that he and Mr. Borg will attend. The PCC conference was last week in Juneau and received approximately 50 harbormasters.

XIV. Assembly Liaison Report

Mr. Nankervis reported;

- Monday night the Assembly rescinded a portion of the senior sales tax exemption.
- The destruction date for the Gastineau apartment was extended to sometime in April.
- The moratorium was extended to later in October on marijuana because everything is not in place yet.

XV. Board Administrative Matter

a. Operations/Planning Committee Meeting – Next meeting is changed from Wednesday, October 21st to Thursday, October 22nd, 2015.
b. Finance Committee Meeting – Next meeting is changed from Thursday, October 22nd to Wednesday, October 21st, 2015
c. Board Meeting – Thursday, October 29th, 2015.
d. Harbor Fee Review Meeting – Next meeting is Thursday, October 22nd, 2015 at noon.
e. Docks Fee Review Meeting – Next meeting is Wednesday October 21st, 2015 at 4:30 pm.

XVI. Adjournment - The regular Board Meeting adjourned at 8:05 p.m.

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

LEASE AMENDMENT

PART I: PARTIES

This Lease Amendment is between the City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska, hereafter "City" or "CBJ" and Harri Commercial Marine, hereafter "Lessee."

PART II: AUTHORITY TO AMEND

Non-code ordinance No. 2008-08 granted the port director the authority to enter into a land lease with Juneau Marine Services, Inc. and to include terms which were appropriate as to the lease. The parties entered into a lease on April 10, 2008. Appendix A, Section 3, Term states "In the event a new haul-out facility is constructed during the term of the lease, the City agrees to offer Lessee a new lease" with necessary amendments based on the terms and conditions required for that facility. Section 5 of Appendix B of the lease stated "The lease may be modified only by an agreement in writing signed by all parties in interest of their successor in interest."

Non-code Ordinance No. XX-XX provides the approval authority for the amendment contained herein.

PART III: LEASE BEING AMENDED

This is an Amendment to a lease between the City and Borough of Juneau and Juneau Marine Services dated April 10, 2008. Except for the amendments set forth below, the original 2008 Lease and any amendments made therein are unchanged and in full force and effect.

PART IV: LEASE AMENDMENT

The following amendments are made to the lease

1. Juneau Marine Services, Inc. was acquired by Harri Plumbing and Heating, Inc. in December 2012, with Harri Commercial Marine being a division of Harri Plumbing and

Heating, Inc. Therefore, the lease is amended to reflect Harri Commercial Marine is the Lessee as to the lease.

2. In Appendix A, Section 1, "Description of the Property" is amended to read as follows: The property subject to this lease consists of certain real property, tidelands, equipment, and improvements, generally referred to as "the Leased Premises" or "the Property." The Leased Premises are more particularly described as follows:

(A) A .83 acre portion of A.T.S. No. 1685 whose lease boundaries are demarcated by a row of Jersey barriers, a chain link fence and gate, the edge of asphalt pavement, and the inside edge of landscaping feature, as shown in Exhibit A attached hereto and incorporated in this lease.

(B) The equipment and physical improvements listed on Exhibit B attached hereto and incorporated in this lease.

3. In Appendix A, Section 4, "Lease Payments and Adjustments, subsection (b) " is amended to read as follows:

The annual lease payment amount for the remainder of this lease shall be Twenty-Seven Thousand Dollars ($27,000.00) per year, plus sales tax.

PART IV: EXECUTION

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

CITY:

Date: _____

By: _____
Authorized Representative
Carl Uchytil
Port Director

LESSEE:

Date: _____

By: _____
Authorized Representative
Jeff Duverney
Harri Commercial Marine

CITY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

DRAFT

This is to certify that on the _____ day of _____, 2015, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, Carl Uchytil personally appeared to me known to be the Port Director of the City and Borough of Juneau, Alaska, a municipal corporation which executed the above and foregoing instrument, who on oath stated that he was duly authorized to execute said instrument on behalf of said corporation; who acknowledged to me that he signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

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

_____
Notary Public in and for the State of Alaska

My Commission Expires: _____

LESSEE ACKNOWLEDGMENT

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

This is to certify that on the _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, Richard Irwin personally appeared to me known to be the identical individual described in and who executed the foregoing instrument for and on behalf of Goldbelt, Inc., and who on oath stated that he was duly authorized to execute said instrument; 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: _____

DRAFT

Approved as to form: _____, Law Department

DRAFT

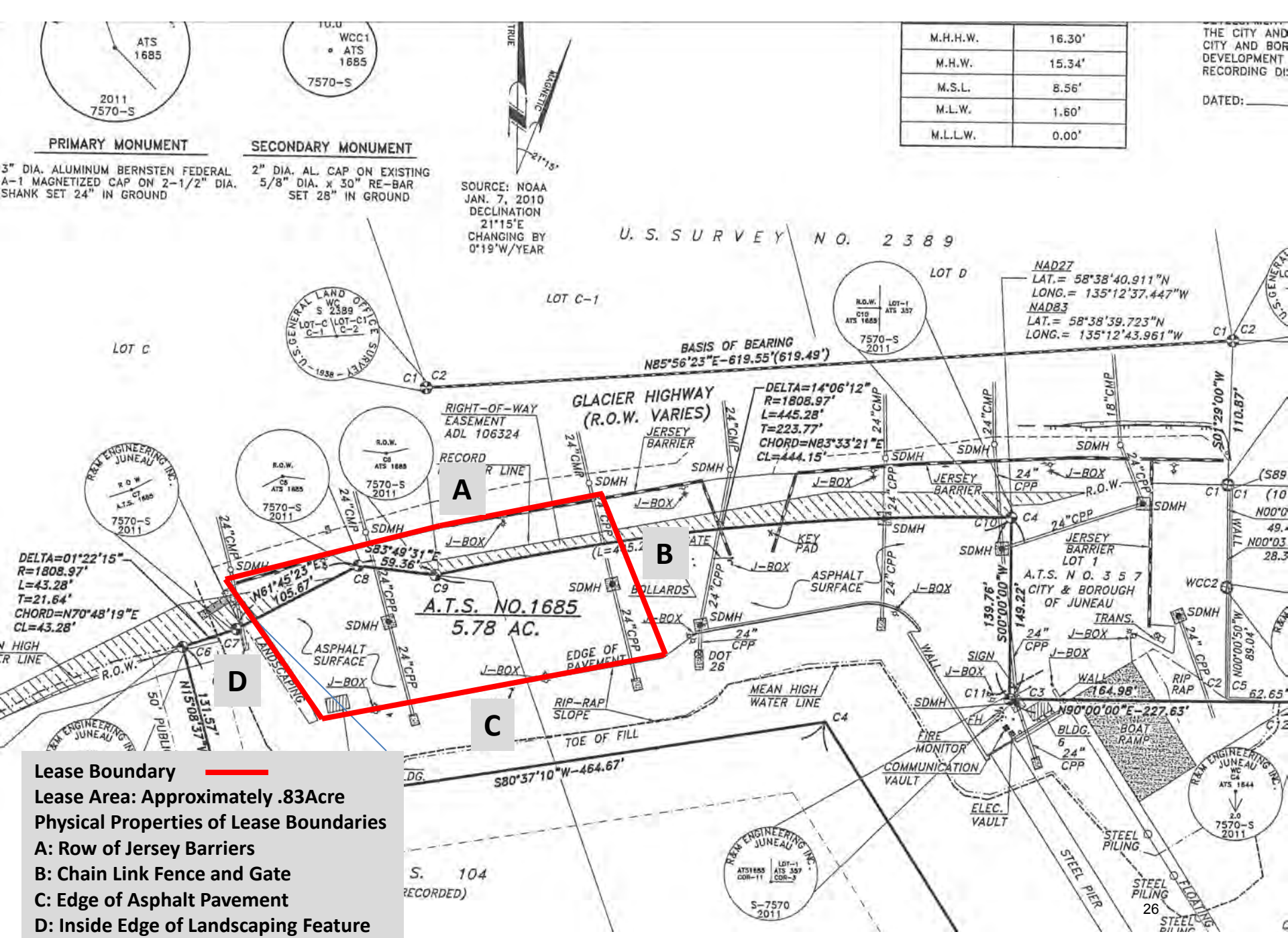

PRIMARY MONUMENT
3" DIA. ALUMINUM BERNSTEN FEDERAL A-1 MAGNETIZED CAP ON 2-1/2" DIA. SHANK SET 24" IN GROUND
SECONDARY MONUMENT
2" DIA. AL. CAP ON EXISTING 5/8" DIA. x 30" RE-BAR SET 28" IN GROUND
SOURCE: NOAA JAN. 7, 2010 DECLINATION 21°15'E CHANGING BY 0°19'W/YEAR
M.H.H.W. 16.30'
M.H.W. 15.34'
M.S.L. 8.56'
M.L.W. 1.60'
M.L.L.W. 0.00'
U. S. SURVEY NO. 2389
LOT C
LOT C-1
LOT D
BASIS OF BEARING N85°56'23"E-619.55'(619.49')
NAD27
LAT.= 58°38'40.911"N
LONG.= 135°12'37.447"W
NAD83
LAT.= 58°38'39.723"N
LONG.= 135°12'43.961"W
GLACIER HIGHWAY (R.O.W. VARIES)
RIGHT-OF-WAY EASEMENT ADL 106324
DELTA=14°06'12"
R=1808.97'
L=445.28'
T=223.77'
CHORD=N83°33'21"E
CL=444.15'
DELTA=01°22'15"
R=1808.97'
L=43.28'
T=21.64'
CHORD=N70°48'19"E
CL=43.28'
A.T.S. NO.1685
5.78 AC.
A
B
C
D
JERSEY BARRIER
ASPHALT SURFACE
EDGE OF PAVEMENT
RIP-RAP SLOPE
TOE OF FILL
MEAN HIGH WATER LINE
KEY PAD
BOLLARDS
SIGN
FIRE MONITOR
COMMUNICATION VAULT
ELEC. VAULT
BOAT RAMP
STEEL PILING
STEEL PIER
A.T.S. N O. 3 5 7 CITY & BOROUGH OF JUNEAU
LOT 1
TRANS.
WALL
RIP RAP
N90°00'00"E-227.63'
S80°37'10"W-464.67'
S00°00'00"W-139.76'
149.22'
N00°00'50"W-88.04'
62.65'
110.87'
N61°45'23"E 105.67'
S83°49'31"E 59.36'
N15°08'37"W 131.57'
24"CMP
24"CPP
J-BOX
SDMH
R.O.W.
WCC1
WCC2
DOT 26
Lease Boundary
Lease Area: Approximately .83Acre
Physical Properties of Lease Boundaries
A: Row of Jersey Barriers
B: Chain Link Fence and Gate
C: Edge of Asphalt Pavement
D: Inside Edge of Landscaping Feature

Exhibit B - Equipment Inventory 10/27/2015

1. Sealift Boat Lift Model 45
2. Cat CB 18 Forklift
3. Wash-down containment Pad system with Filtration trailer
4. Large storage tent (old location)
5. Small Storage Tent (old location)
6. Office and Shop Buildings (old location)
7. Office and shop buildings to be designed and constructed at a later date (ABLF)
8. Portable Boat Supports (approximately 100)

JUNEAU PORT DEVELOPMENT LLC
P.O. BOX 20734
JUNEAU, ALASKA 99802
PHONE (907) 209-4250
FAX (907) 463-3055
juneau_port_dev@hotmail.com

RECEIVED
OCT 27 2015
BY:

Carl Uchytil, PE
Port Director
City and Borough of Juneau
155 South Seward St.
Juneau, Alaska 99801

October 27, 2015

Re: Action Item Vote on Modified Harbor Plan

The Lease extension granted on October 30, 2014 was necessary because of the Harbor redesign from 112 slips to approximately 54 slips because of the snow dump and street trash dump constructed by the City Public Works and City Engineering Department on approximately 1000 lineal feet along the North West waterfront line of ATS 556A, which negated the construction and the sublease of approximately 58 large vessel slips, together with the elimination of the planned, adjoining upland support facility area.

The Draft redesign and location of the reduced Harbor Plan is being completed by Juneau Port Development LLC, in conjunction with Dick Somerville of PND Engineers Inc. and is being presented at this scheduled Full Board meeting.

Page 6, Par. 5(c) of the Lease states in part that:

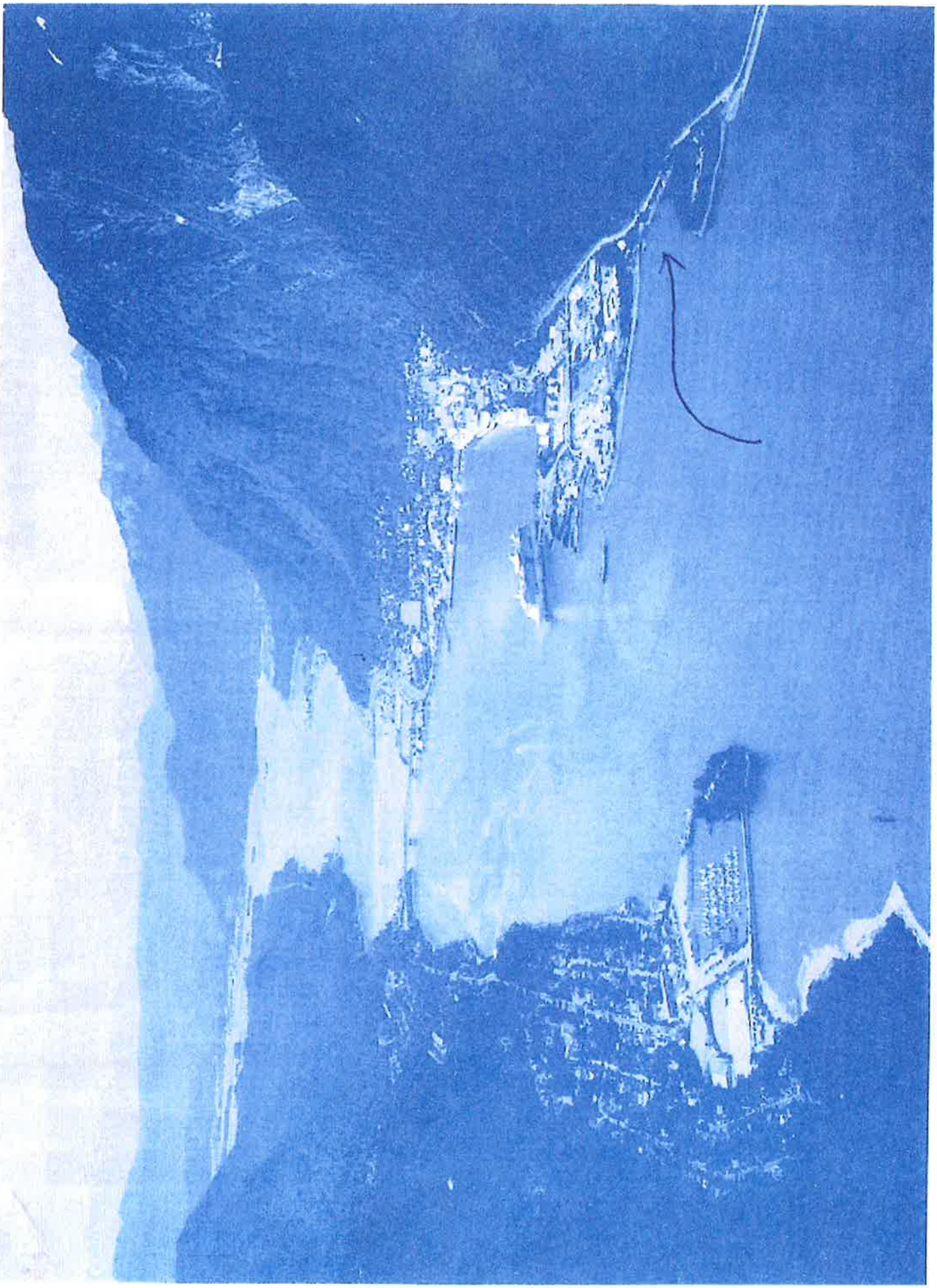
> "The site plan, conceptual design, cost estimates, and construction plan and schedule for the development of the Leased Premises will be presented to the Port Director and the City Docks & Harbor Board for review and approval prior to the commencement of any construction."

This must be accomplished before Juneau Port Development LLC can continue on with construction dredging and the completion of the containment wall design.

This meeting on October 29, 2015 is for me to present a complete comprehensive review of this Harbor Project, as it stands today, then after discussion and comment, requesting a vote by the Full Board for approval of the reduced Draft plan.

Regards,

Howard Lockwood
Manager
Juneau Port Development LLC
Ph. (907) 209-4250



PRELIMINARY

JUNEAU PORT DEVELOPMENT LLC

REVISIONS

REV.	DATE	DESCRIPTION	DWN.	CKD.	APP.

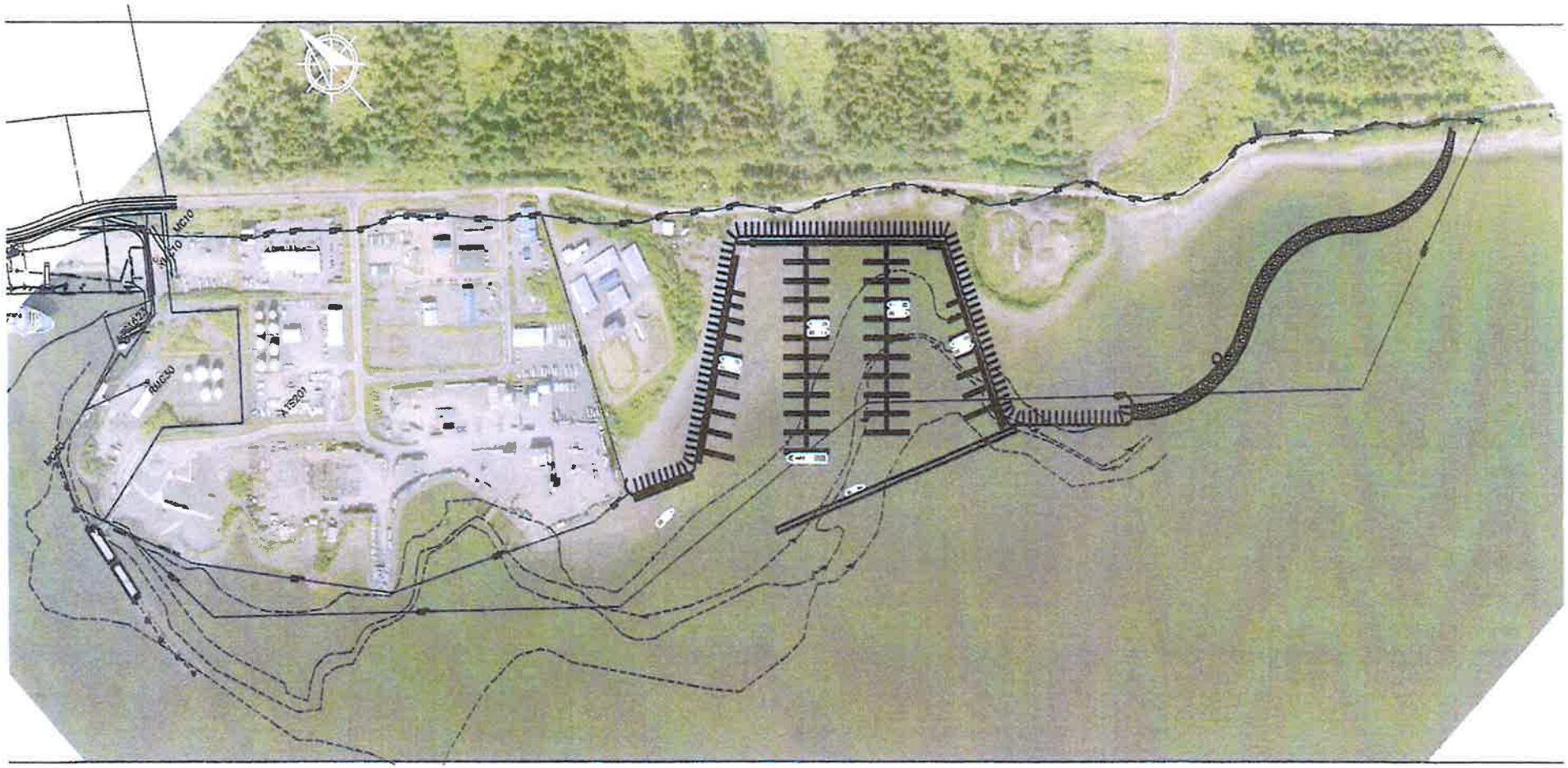
PND ENGINEERS, INC.
9360 Glacier Highway Ste 100
Juneau, Alaska 99801
Phone: 907-586-2093
Fax: 907-586-2099
www.pnd-usa.com

DESIGNED AWS CHECKED CRS SCALE: SCALE IN FEET

JUNEAU PORT DEVELOPMENT LLC

SHEET TITLE: ENLARGED SCALE AERIAL

SHEET 1



PRELIMINARY

JUNEAU PORT DEVELOPMENT LLC

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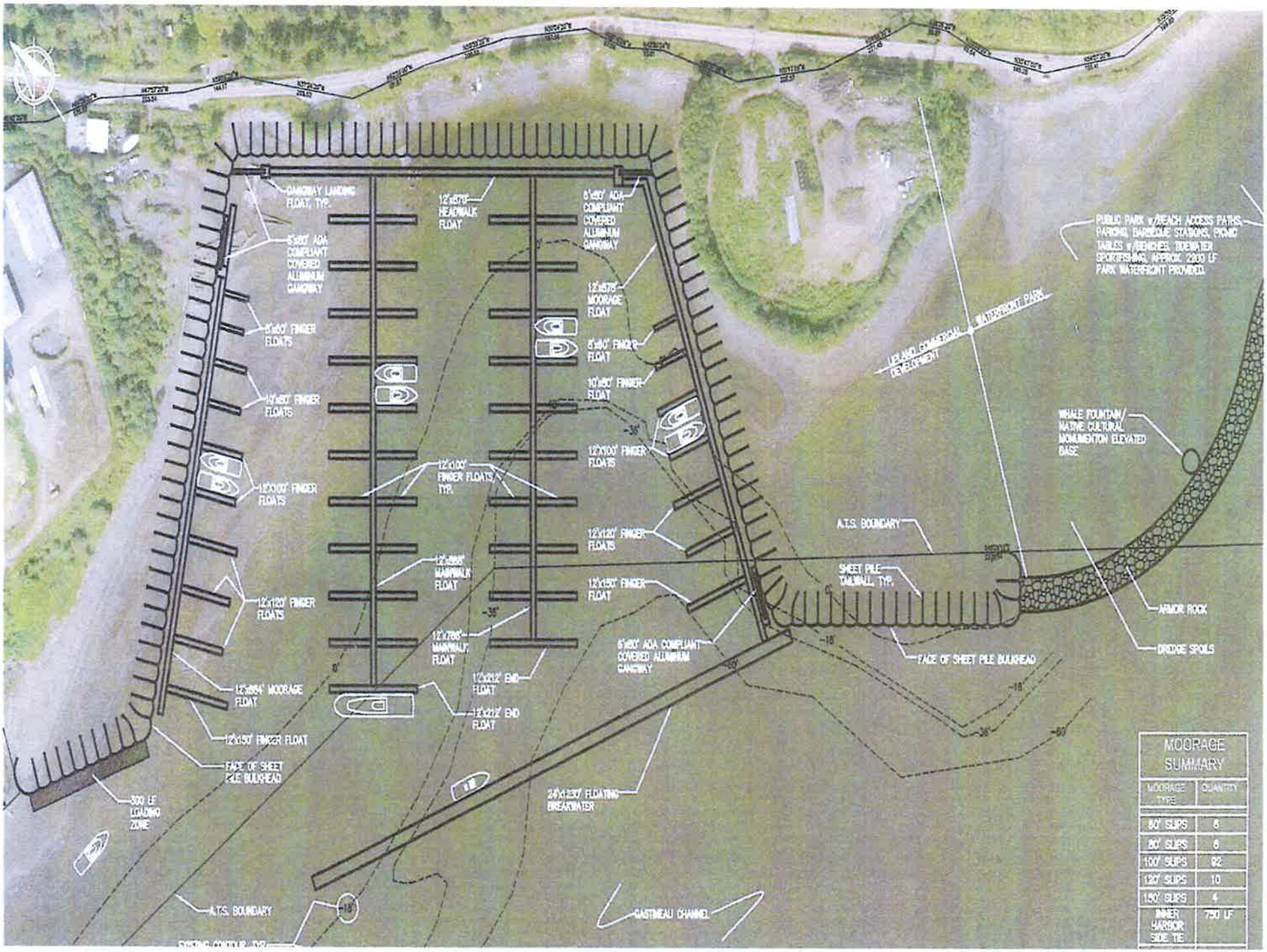
PND ENGINEERS, INC.
9360 Glacier Highway Ste 100
Juneau, Alaska 99801
Phone: 907-586-2093
Fax: 907-586-2099
www.pnd-anc.com

STATE OF ALASKA

JUNEAU PORT DEVELOPMENT LI

SHEET TITLE


GANGWAY LANDING FLOAT, TYP.
6'x80' ADA COMPLIANT COVERED ALUMINUM GANGWAY
12'x875' HEADWALK FLOAT
6'x80' ADA COMPLIANT COVERED ALUMINUM GANGWAY
12'x575' MOORAGE FLOAT
6'x80' FINGER FLOATS
6'x80' FINGER FLOAT
10'x80' FINGER FLOATS
10'x80' FINGER FLOAT
12'x100' FINGER FLOATS
12'x100' FINGER FLOATS, TYP.
12'x120' FINGER FLOATS
12'x120' FINGER FLOATS
12'x868' WARWALK FLOAT
12'x150' FINGER FLOAT
12'x120' FINGER FLOATS
12'x786' WARWALK FLOAT
6'x80' ADA COMPLIANT COVERED ALUMINUM GANGWAY
12'x212' END FLOAT
12'x864' MOORAGE FLOAT
12'x212' END FLOAT
12'x150' FINGER FLOAT
FACE OF SHEET PILE BULKHEAD
300 LF LOADING ZONE
24'x1230' FLOATING BREAKWATER
A.T.S. BOUNDARY
GASTINEAU CHANNEL
PUBLIC PARK w/BEACH ACCESS PATHS, PARKING, BARBEQUE STATIONS, PICNIC TABLES w/BENCHES, TIDEWATER SPORTFISHING, APPROX. 2200 LF PARK WATERFRONT PROMED.
UPLAND COMMERCIAL DEVELOPMENT
WATERFRONT PARK
WHALE FOUNTAIN/ MARINE CULTURAL MONUMENTON ELEVATED BASE
A.T.S. BOUNDARY
SHEET PILE TAILWALL, TYP.
ARMOR ROCK
DREDGE SPOILS
FACE OF SHEET PILE BULKHEAD
MOORAGE SUMMARY
MOORAGE TYPE
QUANTITY
80' SLIPS
6
80' SLIPS
6
100' SLIPS
92
120' SLIPS
10
150' SLIPS
4
INNER HARBOR SIDE TIE
750 LF

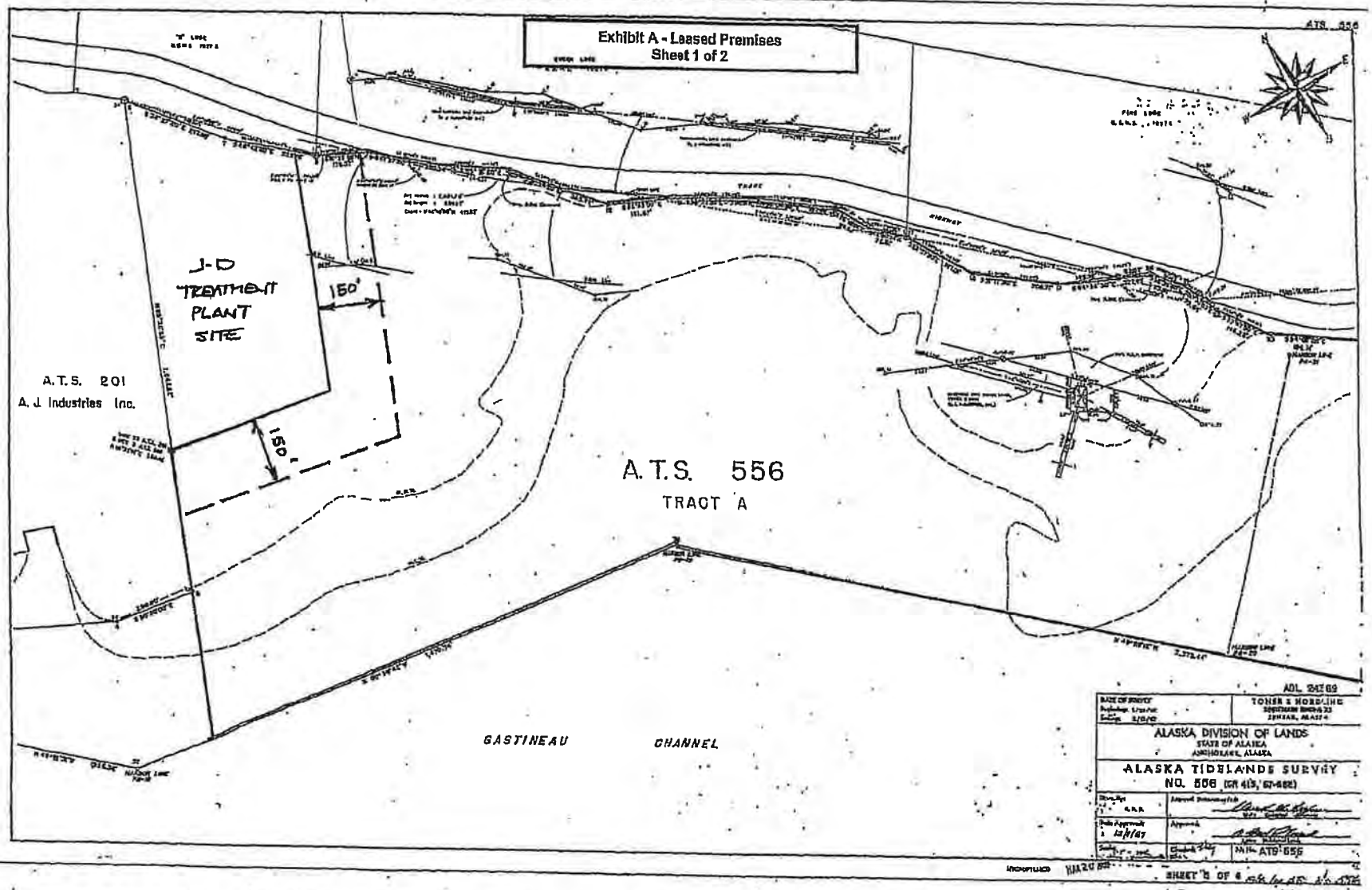
JUNEAU PORT DEVELOPMENT LLC
CONCEPT NO. 4 - DEVELOPMENT PLAN

PRELIMINARY BUDGET ESTIMATE
Prepared By: PND Engineers, Inc. on February 28, 2008

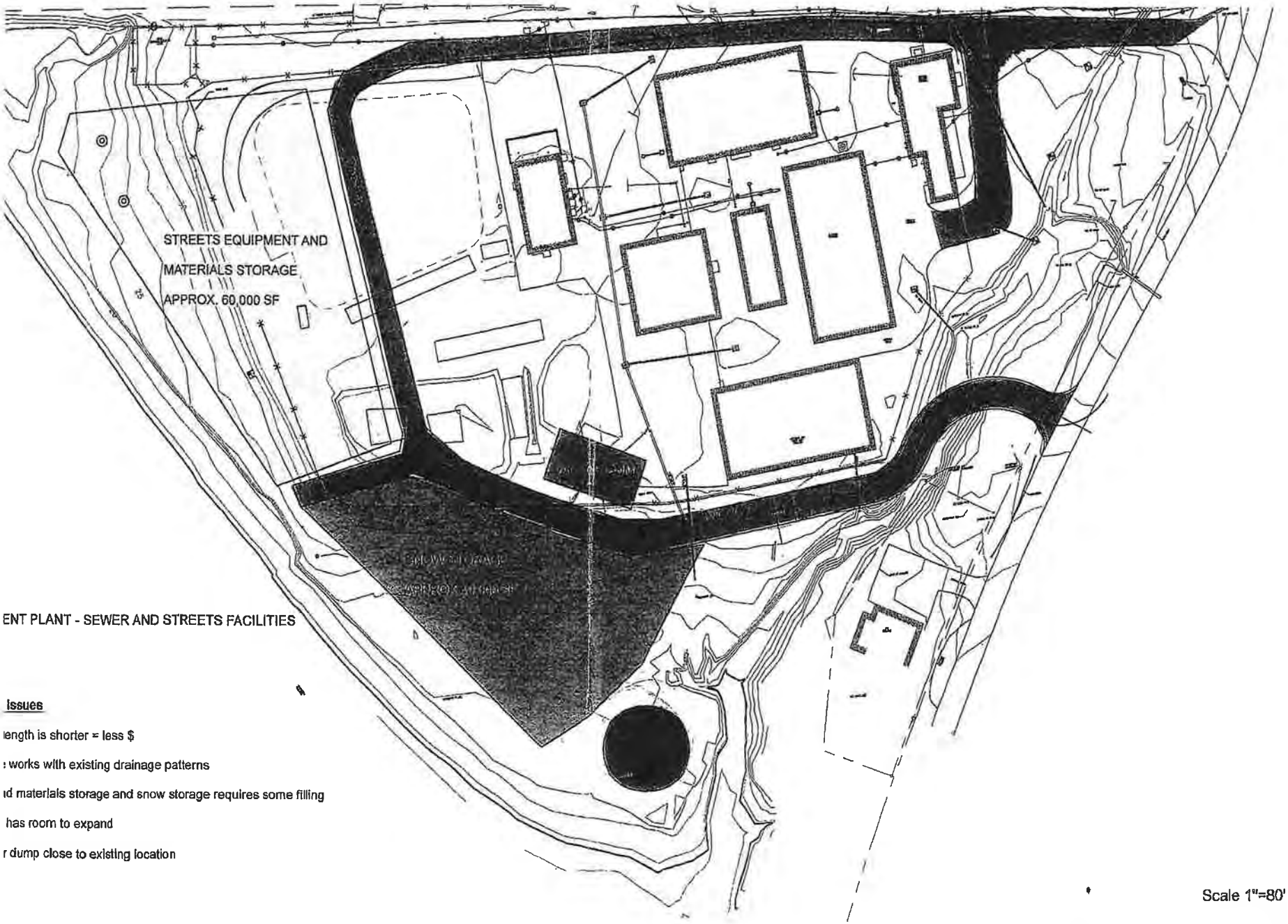
Item	Item Description	Units	Quantity	Unit Cost	Amount
1	Mobilization	LS	All Reqd	8%	$6,411,840
2	Construction Surveying	LS	All Reqd	$100,000	$100,000
3	Sheet Pile Bulkhead	LF	3830	$6,000	$22,980,000
4	Dredging	CY	950,000	$20	$19,000,000
5	Imported Bulkhead Fill	CY	150,000	$20	$3,000,000
6	Armor Rock	CY	20,000	$50	$1,000,000
7	Beach Access Trails	LS	All Reqd	$300,000	$300,000
8	Bulkhead Fender System	LF	300	$1,000	$300,000
9	Bulkhead Concrete Face Apron	LF	3830	$1,000	$3,830,000
10	ADA Compliant, 6' x 80' Covered Aluminum Gangway	EA	4	$100,000	$400,000
11	Moorage Floats Including Anchor Piles, Power & Lighting, Domestic Water & Fire Suppression, Life Safety Equipment	SF	121590	$200	$24,318,000
12	24' x 1420' Floating Breakwater w/ Anchors	SF	19680	$250	$4,920,000
	ESTIMATED CONSTRUCTION BID PRICE				**$86,559,840**
	CONTINGENCY (15%)				**$12,983,976**
	OTHER INDIRECT COSTS (15%)				**$12,983,976**
	TOTAL RECOMMENDED PROJECT BUDGET				$112,527,792

DRAFT

P | N | D



J-D TREATMENT PLANT SITE EXPANSION EASEMENT LIMITS
JUNE 6, 2011
JTB



ENT PLANT - SEWER AND STREETS FACILITIES

Scale 1"=80'

Issues

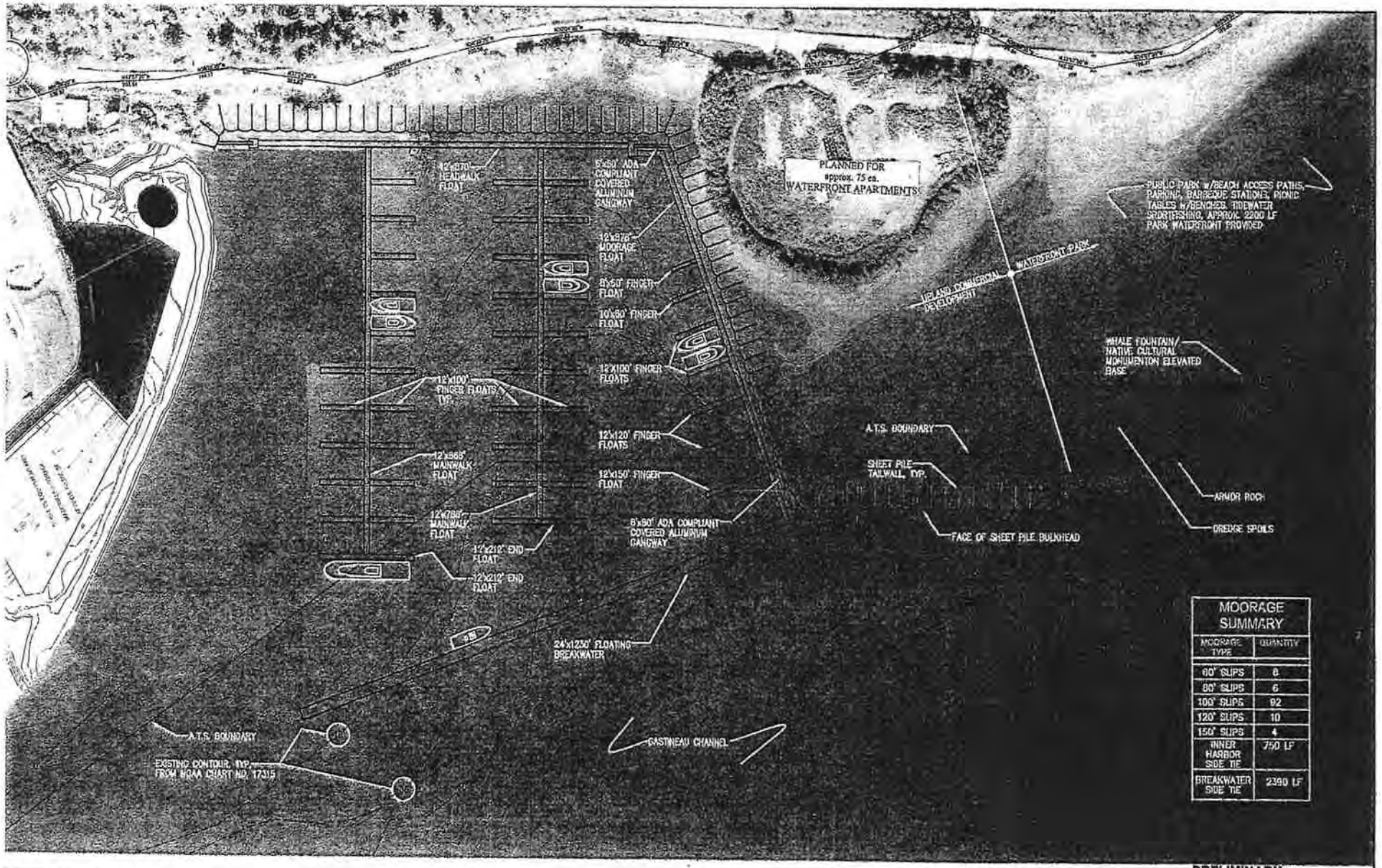
length is shorter = less $

: works with existing drainage patterns

id materials storage and snow storage requires some filling

has room to expand

r dump close to existing location



MOORAGE SUMMARY	
MOORAGE TYPE	QUANTITY
60' SLIPS	8
80' SLIPS	6
100' SLIPS	92
120' SLIPS	10
150' SLIPS	4
INNER HARBOR SIDE TIE	750 LF
BREAKWATER SIDE TIE	2390 LF

PRELIMINARY

JUNEAU PORT DEVELOPMENT LLC
P.O. BOX [illegible]
JUNEAU, ALASKA [illegible]
PHONE (907) [illegible]
FAX (907) [illegible]
[illegible]@[illegible].com

REVISIONS

REV.	DATE	DESCRIPTION	DWN.	CKD.	APP.

PND ENGINEERS, INC.
9360 Glacier Highway Ste 100
Juneau, Alaska 99801
Phone: 907 586 2093
Fax: 907-586-2099
www.pnd-anc.com

DESIGN: AWS CHECKED: CRS
DRAWN: AWS APPROVED: CRS
SCALE: SCALE IN FEET 0 100 200 FT.

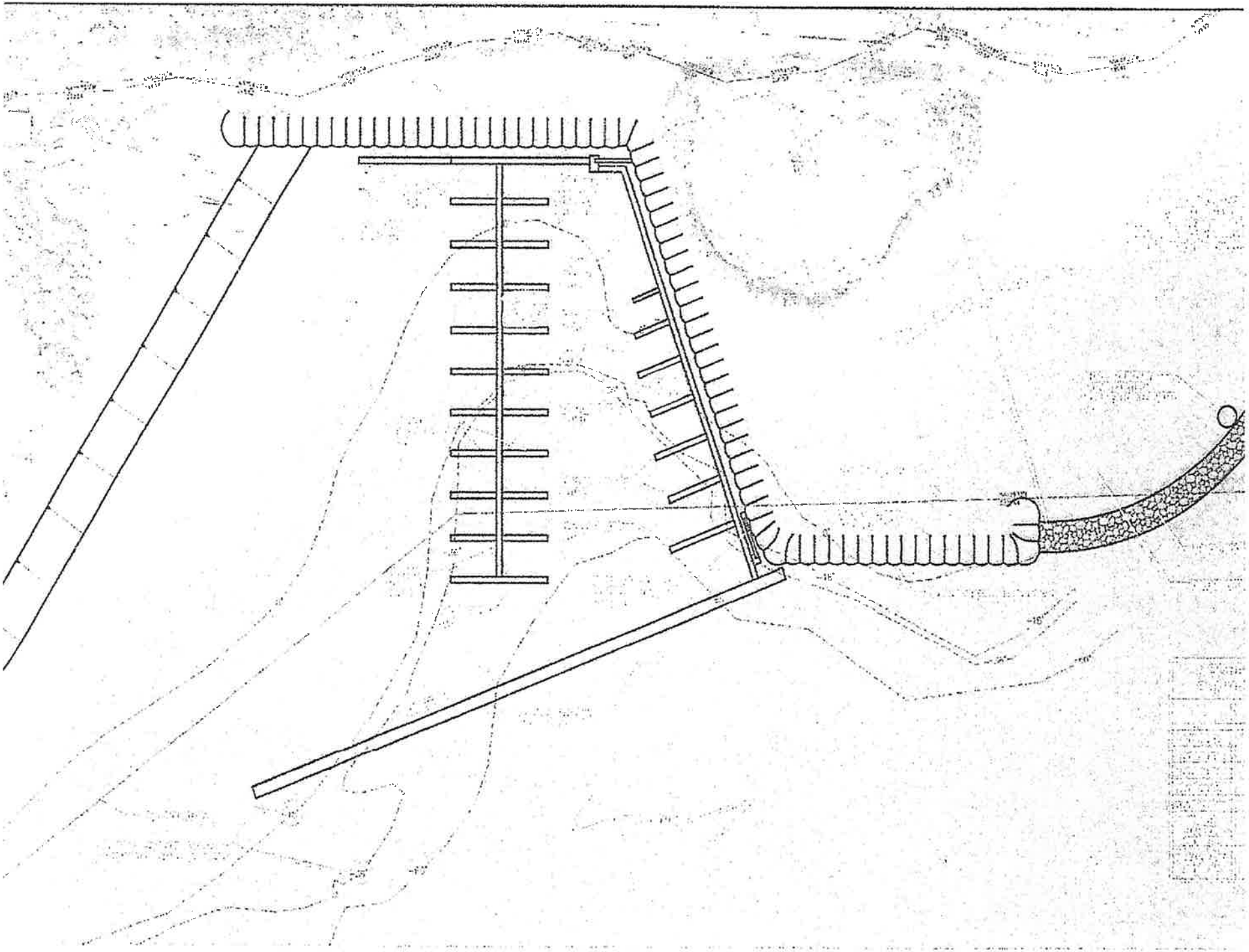
STATE OF ALASKA 49TH
Charles K. Ramsey CE-8443
RECORDED PROFESSIONAL ENGINEER
DATE: 02/28/08

JUNEAU PORT DEVELOPMENT LLC

SHEET TITLE: CONCEPT NO. 4 DEVELOPMENT PLAN

PND PROJECT NO.: 072081.01 DWG. FILE:

SHEET 1 OF 2



THE STATE of ALASKA
GOVERNOR SEAN PARNELL

Department of Natural Resources

Division of Mining, Land & Water
Mining Resources Section
Southeastern Office

P. O. Box 111020
Juneau, Alaska 99811-1020
Main: 907.465.3400
TDD: 907.269.8411
Fax: 907.586.2954

July 14, 2014

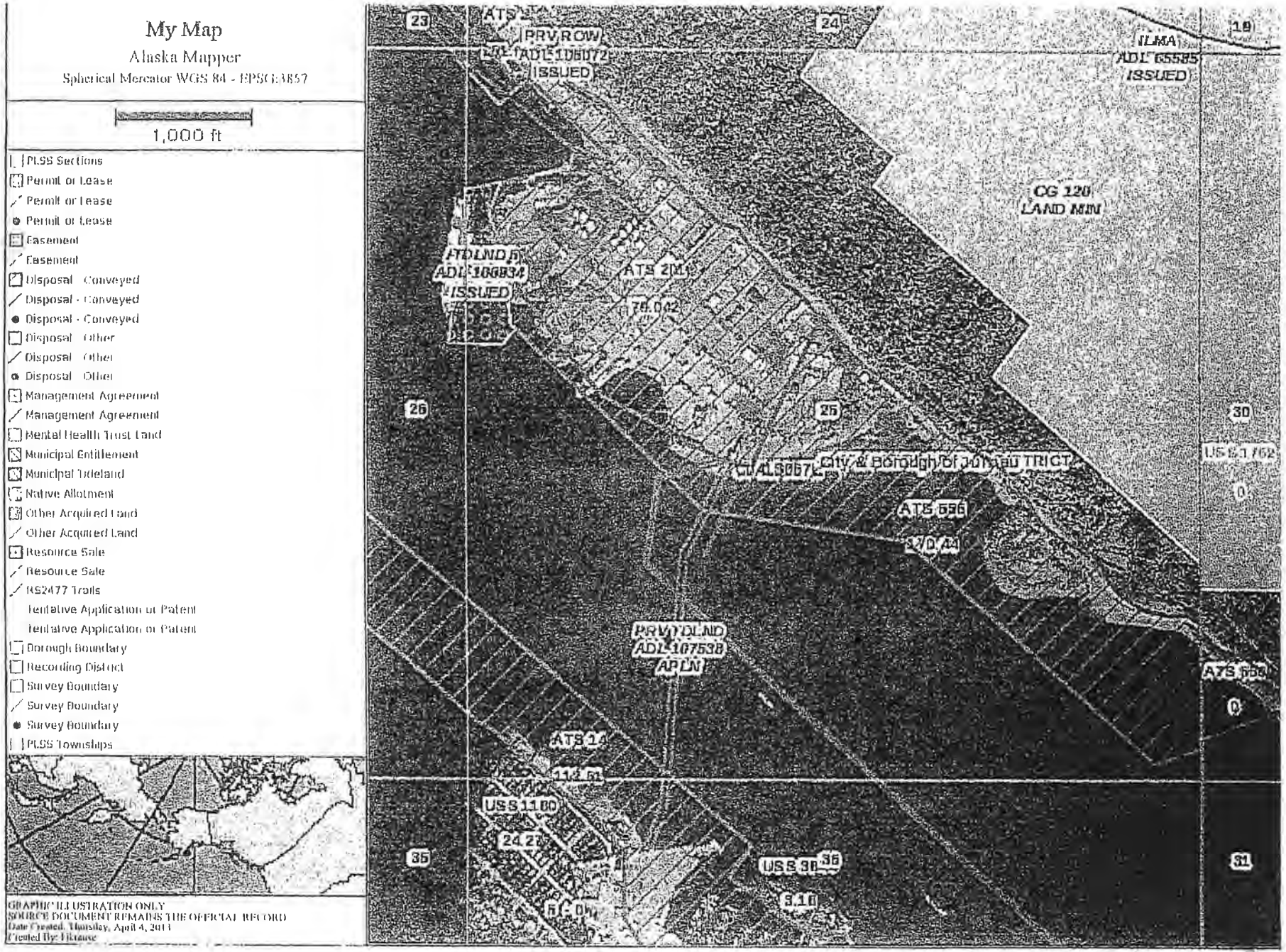
AMEx Mining
PO Box 20734
Juneau Ak, 99802

Re Mining Claim WAST 1-5 (ADL 517981-517985)

Mr. Lockwood,
The Alaska Department of Natural Resources has researched your request for the status of Alaska Division of Lands case files ADL 517981-517985, and has found them to be valid, existing, State Mining Claims as of July 14, 2014.

If you have any questions, please do not hesitate to contact me at (907) 465-3404.

Sincerely,
David Wilkins
ADNR DMLW - Mining Section


My Map
Alaska Mapper
Spherical Mercator WGS 84 - EPSG:3857
1,000 ft
PLSS Sections
Permit or Lease
Permit or Lease
Permit or Lease
Easement
Easement
Disposal - Conveyed
Disposal - Conveyed
Disposal - Conveyed
Disposal - Other
Disposal - Other
Disposal - Other
Management Agreement
Management Agreement
Mental Health Trust Land
Municipal Entitlement
Municipal Tideland
Native Allotment
Other Acquired Land
Other Acquired Land
Resource Sale
Resource Sale
RS2477 Trails
Tentative Application or Patent
Tentative Application or Patent
Borough Boundary
Recording District
Survey Boundary
Survey Boundary
Survey Boundary
PLSS Townships
GRAPHIC ILLUSTRATION ONLY
SOURCE DOCUMENT REMAINS THE OFFICIAL RECORD
Date Created: Thursday, April 4, 2013
Created By: Htaurce
23
24
19
ATS
PRV ROW
ADL 106872
ISSUED
ILMA
ADL 65585
ISSUED
CG 120
LAND MIN
ATS 2(M)
78.042
26
25
30
City & Borough of Juneau TRICT
ATS 556
PRV TIDLND
ADL 107538
APLN
ATS 14
USS 1180
24.27
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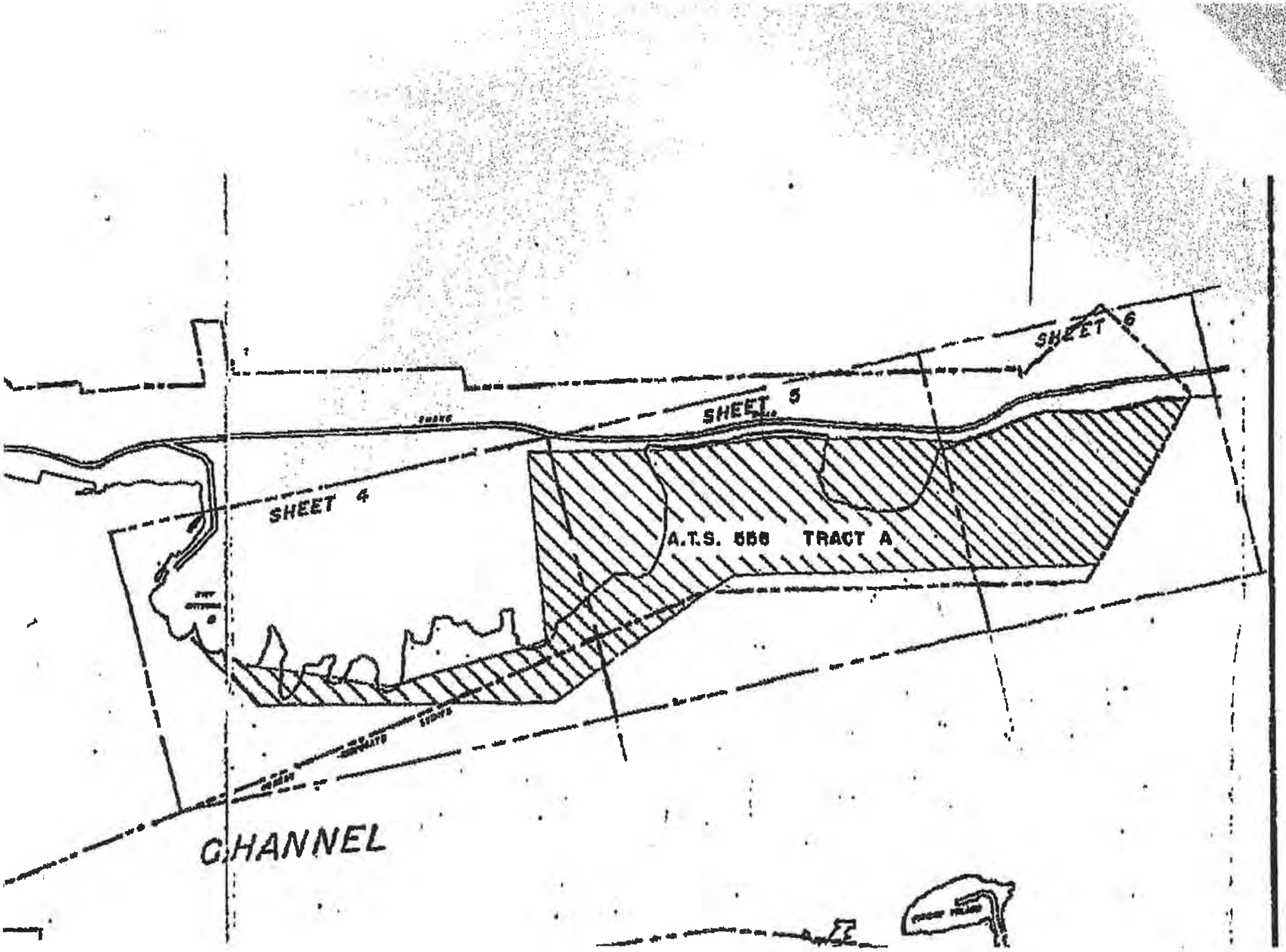
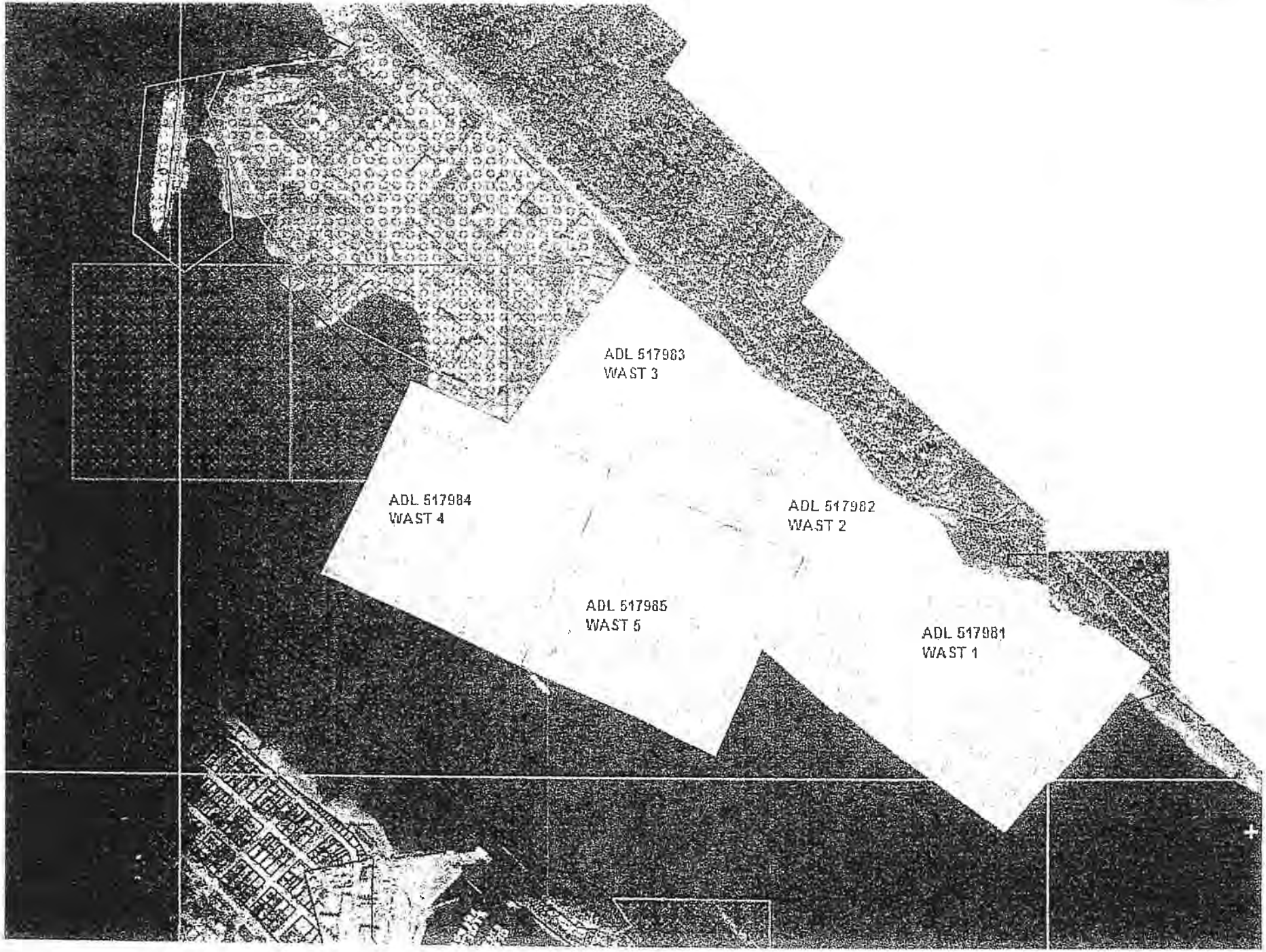
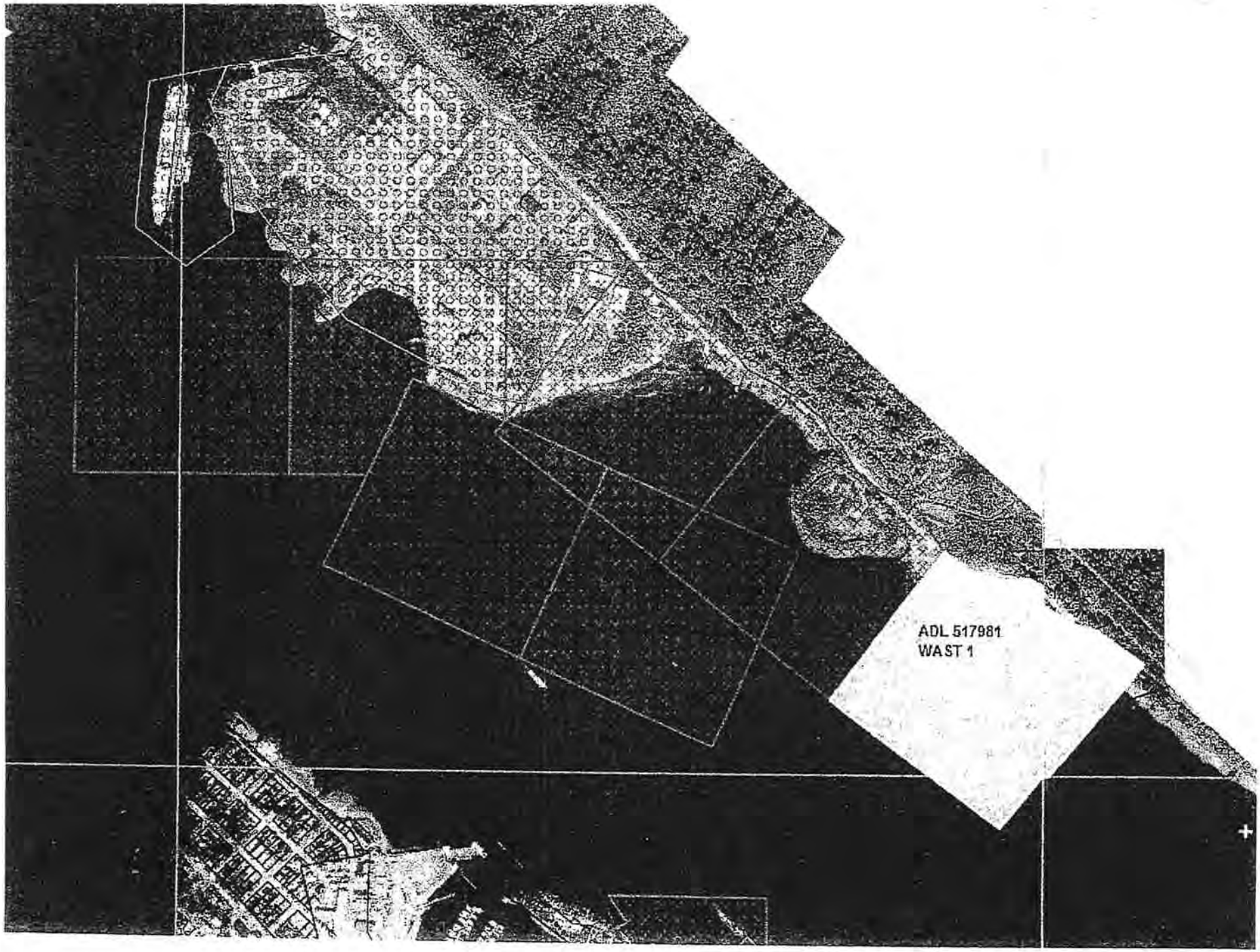
USS 30
36
31
3.16


SHEET 6
SHEET 5
SHEET 4
A.T.S. 556 TRACT A
CHANNEL


ADL 517983
WAST 3
ADL 517984
WAST 4
ADL 517982
WAST 2
ADL 517985
WAST 5
ADL 517981
WAST 1

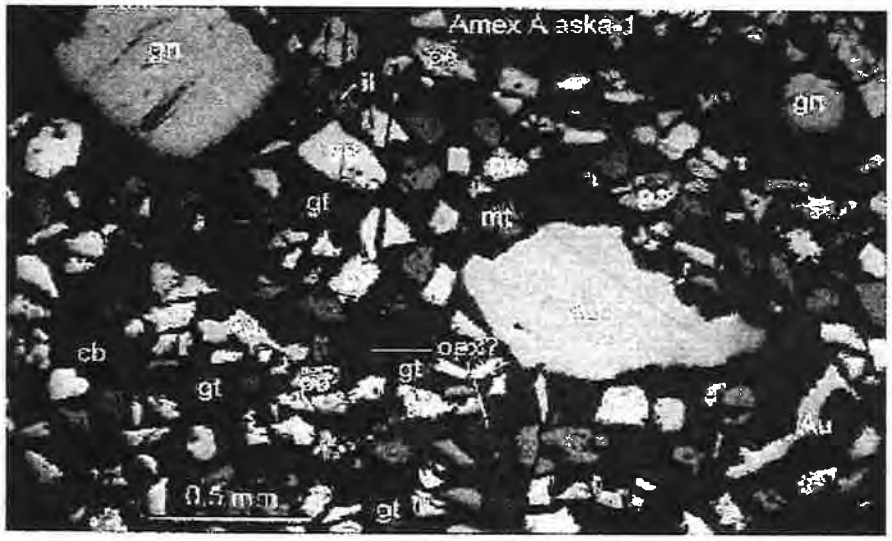

ADL 517981
WA ST 1

ADL 517982
WAST 2

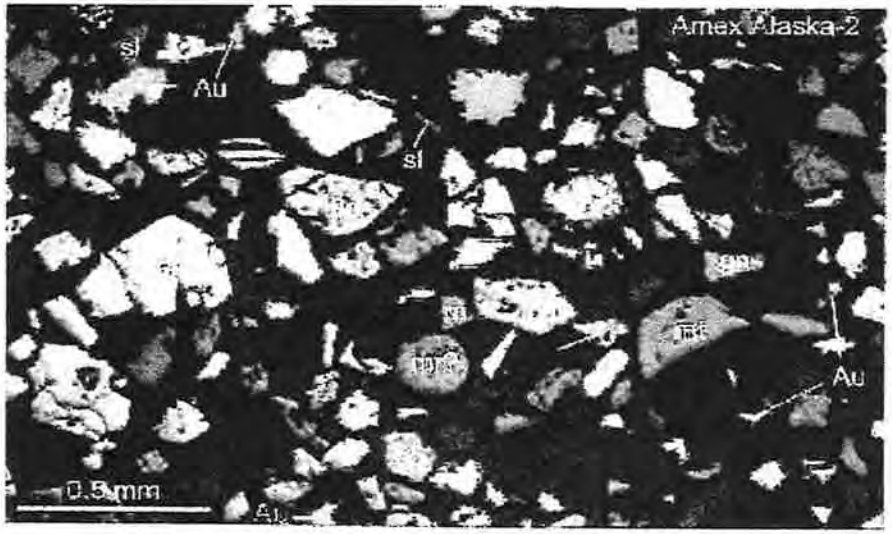
ADL 517983
WAST 3

ADL 517984
WAST 4

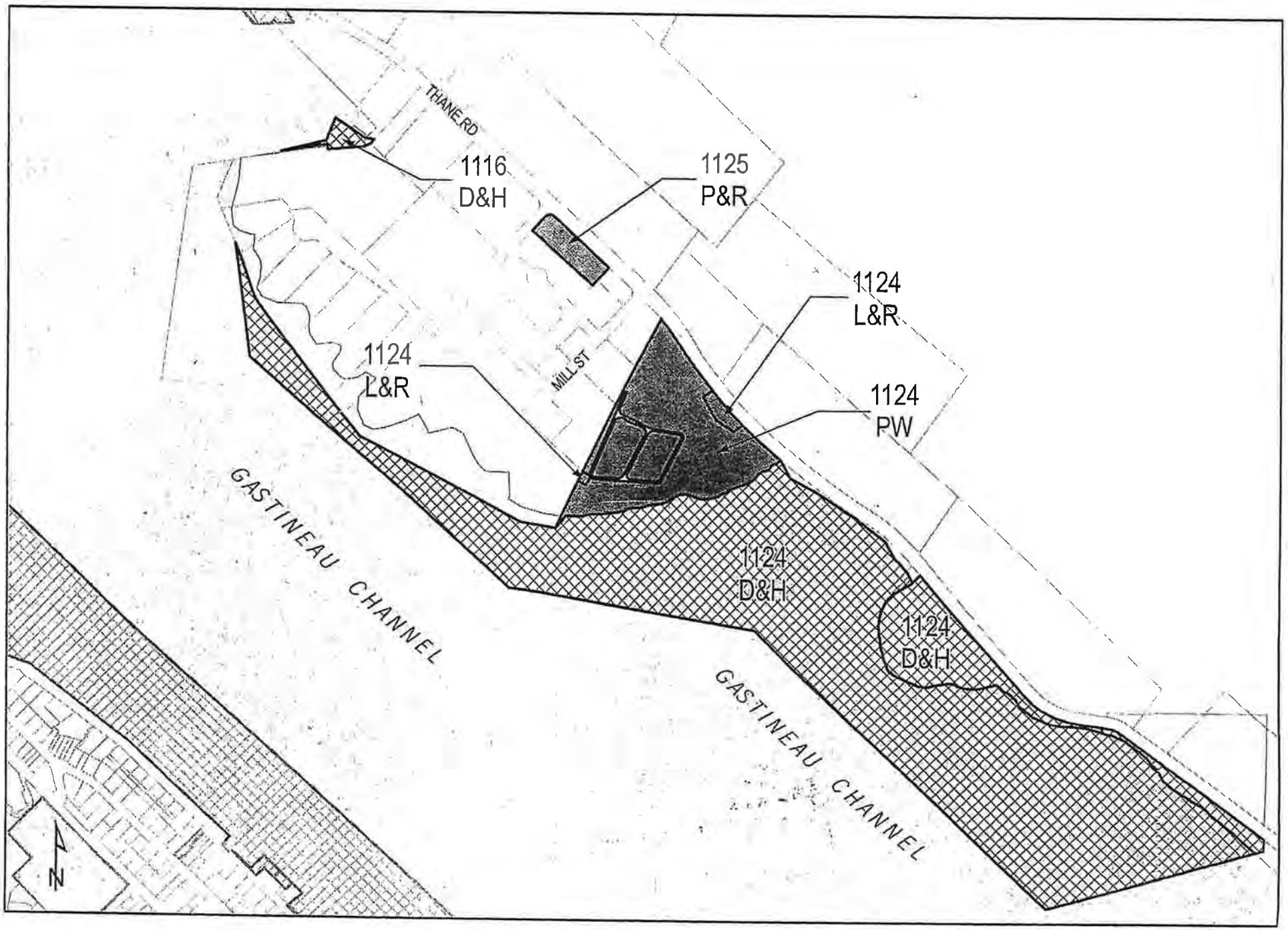
ADL 517985
WAST 5



AMEx Alaska: Large and small irregular grains of native gold (Au) and coarse galena (gn) in finely ground mixture of pyrite (py), pyrrhotite (po), arsenopyrite (as), magnetite (mt) or ilmenite (il), with gangues mostly garnet (gt), minor carbonate (cb), orthopyroxene (opx?). Reflected light, uncrossed polars. field of view 2.75 mm wide.

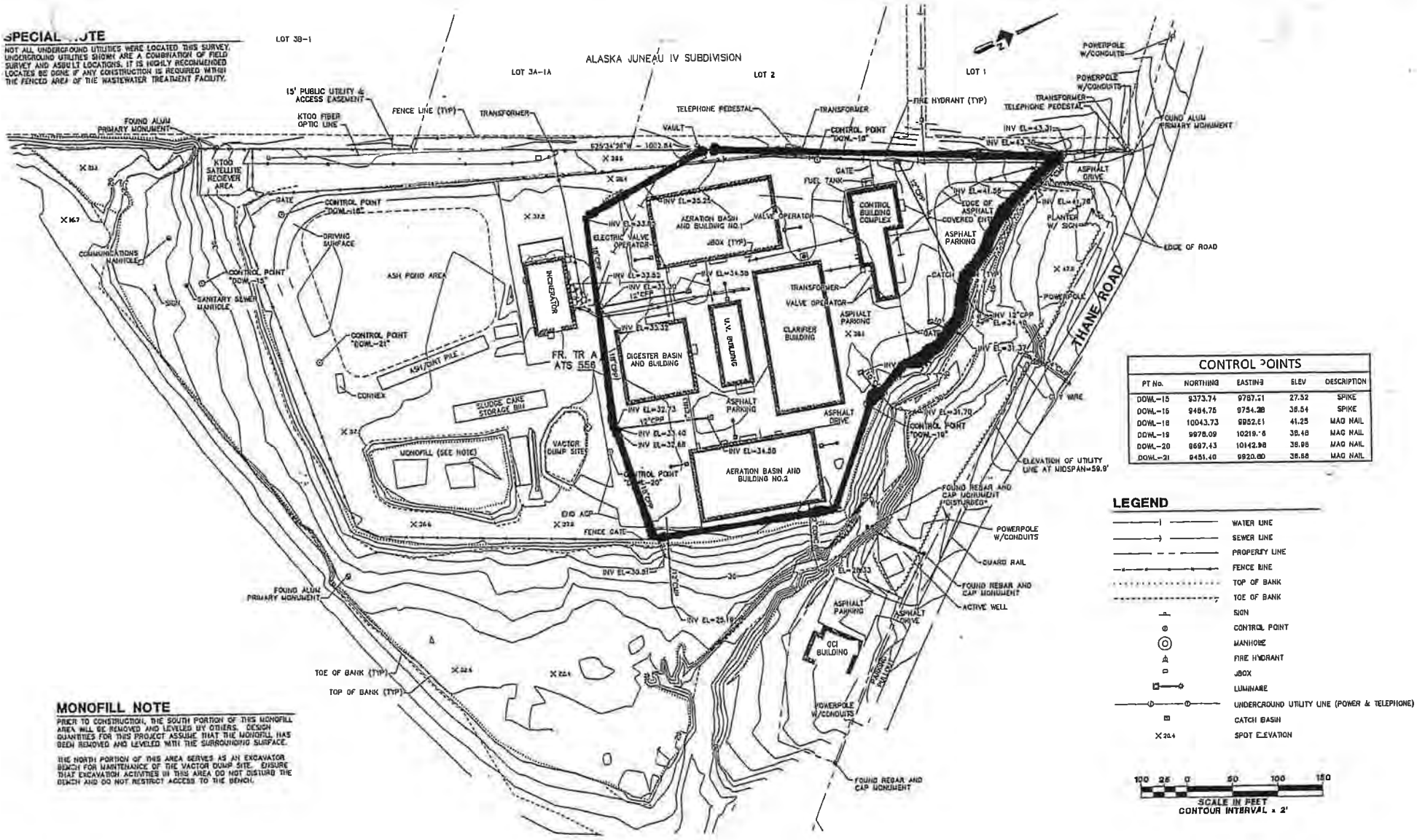


AMEx Alaska-2: Euhedral and round spheroids of magnetite (mt) or martite (mt?), with pyrite (py), pyrrhotite (po), arsenopyrite (as), native gold (Au), minor chalcopyrite (cp), sphalerite (sl), galena (gn) and rutile (ru). Reflected light, uncrossed polars, field of view 2.25 mm wide.

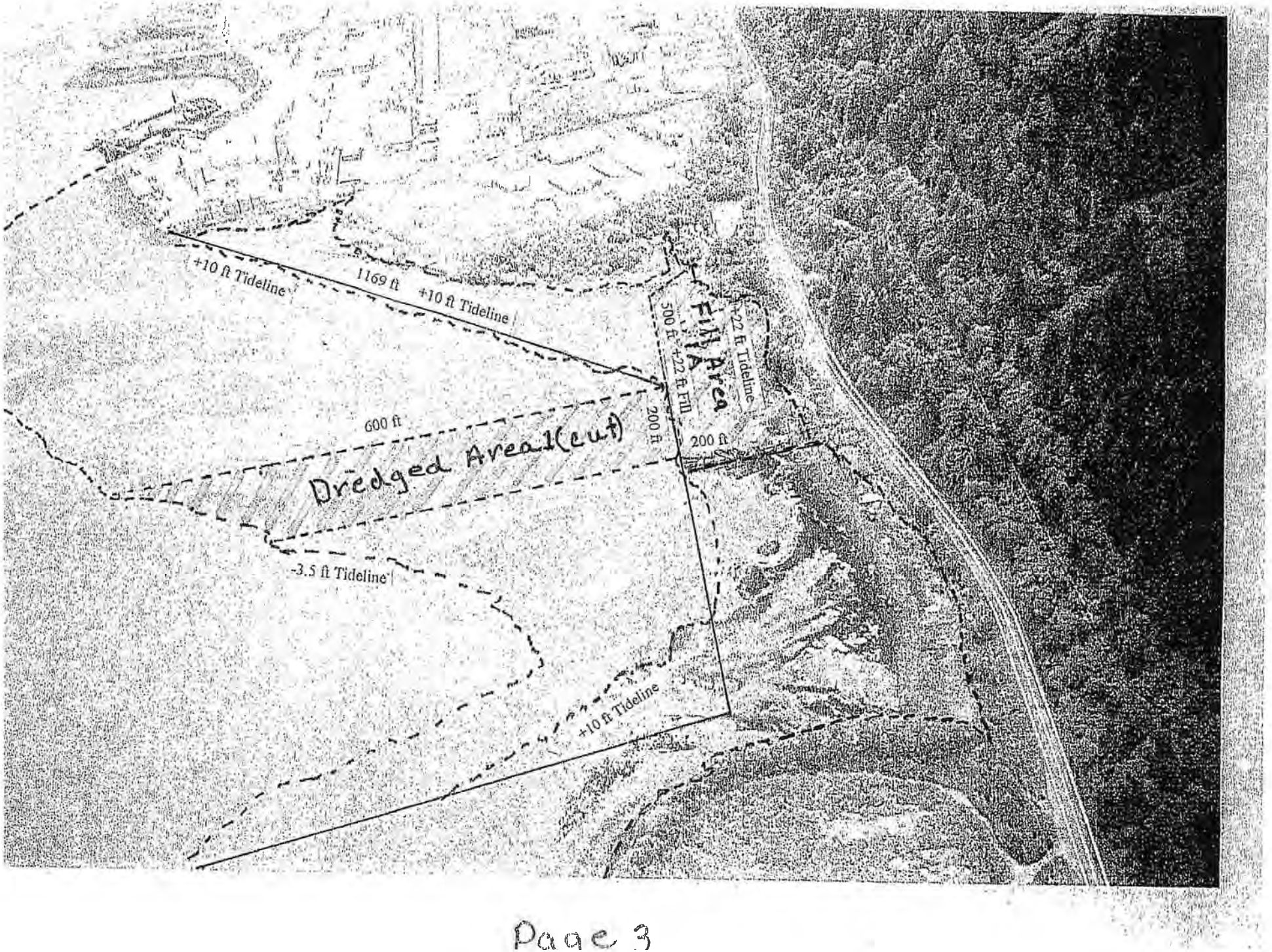


Map No. 23: Rock Dump

0 500 1,000 2,000



HORIZONTAL AND VERTICAL CONTROL AND EXISTING TOPOGRAPHY


+10 ft Tideline
1169 ft
+10 ft Tideline
+22 ft Tideline
500 ft
+22 ft Fill
Fill Area
200 ft
200 ft
600 ft
Dredged Area 1 (cut)
-3.5 ft Tideline
+10 ft Tideline

Page 3

-22 ft Tideline
200 ft
560 ft
-22 ft Fill
200 ft
+10 ft Tideline
1169 ft
+10 ft Tideline
+10 ft Tideline
600 ft
Dredge
Dredge
-3.5 ft Tideline

Planned Work Schedule

ATS 556A Mine Claim WAST 1-5

Juneau Port Development LLC AMEx Mining

Activity	Year	2014	2015	2016	2017	2018	2019	2020
	Quarter's (x)							
	AMEx Mining Activity							
Phase I	**Unit 1.** Clean beach and fill 1A to +22 ft.	x	x x x					
	Unit 2. Remove piling and clean beach - Fill		x x	x x				
	Area 2A to +22 ft.							
Phase II	**Unit 3.** Constuct containment wall with			x x x x	x x			
	H-Beam w/concrete inserts to apx. +27 ft.							
	parallel to Thane Road.							
	Unit 4. Continue dredging all areas - Fill			x x x x	x x x x			
	behind containment wall parallel to Thane							
	Road to +27 ft.							
Phase III	Construct wall on Southeast side of Harbor.			x x x x	x x x x			
	a. Dredge entire Harbor to -22 ft.			x x x x	x x x x			
	b. Use surplus dredge material to fill			x x x x	x x x x			
	Slide Creek area - Plan, design and permit							
	a Public Park & salmon spawn display with							
	Fish & Game.							
	Juneau Port Development LLC							
	Activity							
Phase I	**a.** Finalize slip design and facilities for	x	x x x x	x x x x	x x x x			
	Mega Yacht patrons, sub-lease users.							
	b. Select Market for sub-lease users and	x	x x x x	x x x x	x x x x	x x x x	x x x x	x x x x
	financial participation.							
	c. Finance, Bond & Construct Harbor	x	x x x x	x x x x	x x x x	x x x x	x x x x	x x x x
	d. Install Harbor docks & floats.					x x x x	x x x x	x x x x
	e. Install floating breakwater.					x x x x	x x x x	x x x x

JUNEAU PORT DEVELOPMENT LLC
P.O. BOX 20734
JUNEAU, ALASKA 99802
PHONE (907) 209-4250
FAX (907) 463-3055
juneau_port_dev@hotmail.com

RECEIVED
OCT 20 2015
BY:

Carl Uchytil, PE
Port Director
City and Borough of Juneau
155 South Seward St.
Juneau, Alaska 99801

October 20, 2015

Re: Carl Uchytil, Port Director, letter attached

Dear Carl and Docks & Harbors Board Members,

The imposed, numbered requirements presented in your June 26, 2015 letter simply are not reflective, in any manner, of the longstanding historical, chronological record of the planning, effort and negotiation that went into the consideration and execution of the Lease by and between the City & Borough Assembly, Lands Committee and prior Docks & Harbors Port Director and Boards.

However, given the respect for your position as Port Director, I will attempt herewith, to address each item of your letter, paragraph by paragraph using the same numbered sequence.

1. It has never been the intention, in any of the Harbor project planning, to permit the Harbor, moorage floats, floating breakwater, pipe piles and other sheet piles before the Harbor area is dredged to -22' the containment walls are constructed and the sand fill is placed behind said walls.

2. This was accomplished with cooperation with AML (Alaska Marine Lines) in approximately 2010.

3. Is not applicable to the plans for this project.

4. It was necessary to withdraw this Dredge/Fill Permit #BLD 20140397 because the City Engineers took away approximately 1000 lineal feet of Docks & Harbors waterfront to construct a snow dump and street sweep trash facility on property planned for upland Harbor use, therefore making that planned work impossible.

5. The Law Department took both #4 and #5 out of the hands of both the Community Development Director, Hal Hart and his Assistant, Travis Goddard, for reasons not yet explained to me by either.

Carl, your continued statement that there is no survey and legal description of ATS 556A, which is the entire Leased area, is simply not true.

1. It was first surveyed by Toner & Nordling in their description of ATS 556A, shortly after Statehood.

2. The survey and description is shown in the State of Alaska Patent, Tideland No. 224, Municipal Preference Right, recorded at Deed Book 87, Pages 445-447. This document also specifies the Mineral Reservation withheld by the State of Alaska and claimed by Dr. Roger Eichman and held under agreement by Howard Lockwood, Owner of AMEx Mining.

3. The survey is also shown in the Lease at Appendix A: Par.1, Pge. 4, which reads "The property subject to this Lease is referred to as "the Leased Premises" or "the Property." The Leased Premises are as follows:

(A) "The premises comprised of filled and unfilled tidelands described as a portion of Alaska Tidelands Survey 556A as depicted on Exhibit A and shown generally on Exhibit B, exclusive of any recorded easements and any easements needed by the City and Borough of Juneau for its operations and activities at the Juneau Wastewater Treatment Plant."

(B) There are only four (4) legal easements on ATS 556A at this time:

a. The legal description and footprint of the original Wastewater Treatment Plant, before construction of the snow dump facility and current planned expansions.

b. GCI footprint and communication line easement to Douglas, across Mine Claim WAST 3 and 5.

c. DOT Camera Installation at Mine Claim WAST 1 and 2.

d. DOT culvert and fish weir at Slide Creek at Mine Claim WAST 1.

Note: All other work performed by the Public Works Department and the City Engineering Department, in conjunction with the Port Director's permission, including the Wastewater Treatment Plant expansions and snow dump facility, are in violation and trespass of City regulations, ordinances and law; State statutes and law; and prior existing rights of others.

Regards,

Howard Lockwood
Manager
Juneau Port Development LLC
Ph. (907) 209-4250

Port of Juneau

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

June 26th, 2015

Juneau Port Development
PO Box 20734
Juneau, AK 99801

Dear Mr. Lockwood,

Per the Docks & Harbors Board actions in enclosure (1) and (2), the extension to your lease is due to expire on October 31, 2015. I have also attached enclosure (3) which is correspondence from August 14th, 2014 to remind you that you must secure the necessary permits to construct a large scale harbor facility along the Juneau waterfront.

Those permits may include, but not be limited to:

(1) US Army Corps of Engineers Section 404 permit of the Clean Water Act for the construction of a harbor (moorage floats, floating breakwaters, pipe piles, and sheet piles) or the discharge of fill/dredged material into waters of the United States to create uplands.
(2) Alaska Department of Environmental Conservation - sampling plan of the dredge material prior to placing in an uplands location.
(3) If the land disturbance is greater than an acre, then an additional authorization under the Construction General Permit (CGP, AKR100000) and a storm water pollution prevention plan (SWPPP) would be required. If the dredge material is not clean, then further coordination with the ADEC Solid Waste and Contaminated Sites programs would be required.
(4) According to CBJ Engineering, AMEX Mining submitted Grading Permit BLD20140397 which was returned on July 15, 2014 and again on August 8th, 2014 stating in its review "The application as presented is incomplete and does not meet the requirements of Title 19.12 Grading and Drainage".
(5) According to the CBJ Community Development Director, action for the project to receive a Conditional Use Permit is predicated on City Engineering approving a grading permit.

Additionally, the City has yet to receive the survey plat showing the exact boundaries and a legal description of the Leased Premises as required under Appendix A – 1(c) and provided in enclosure (4).

The City and Borough of Juneau and the Docks & Harbors Board wishes you success in your endeavor. It is not our desire to place onerous requirements onto the lease. However, Docks & Harbors does not want to be in a position to act in on the eve of the expiration of the lease extension. I urge you to have all the necessary permits in place as required per the terms of the lease. Without the necessary permit and survey plat, the lease may be terminated.

Sincerely,

Carl Uchytil, PE
Port Director

Encl: (1) Memo Dated October 30th, 2014
(2) October 30th, 2014 Board Meeting Minutes pertaining to Juneau Port Development lease
(3) Memo Dated August 14th, 2014
(4) Lease Appendix A: Description of Property (page 4 of 22)

CITY/BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY

Port of Juneau

To: Waterfront Committee
CC:
From: John M. Stone, Port Director
Date: September 22, 2005
Re: ATS 556A Tidelands Lease

The Docks and Harbors Board approved the issuance of the attached tidelands lease and directed me to present the lease to the Waterfront Committee for input.

ATS 556A is the tidelands parcel that incorporates the south terminus of the Big Rock Dump and extends southward just past the Little Rock Dump. The Assembly placed tidelands under the jurisdiction of the Docks and Harbors Board in 1997. The Board held-off development of the tidelands pending completion of the Assembly's Waterfront Plan. The Plan calls for this area to be used as boat harbor with marine-related facilities on the uplands.

After the Assembly adopted the plan, the Board competitively solicited proposals from parties interested in developing improvements that are consistent with the Plan. The Board received one proposal and negotiated the attached lease with the proposer.

The proposer, Juneau Port Construction, plans to construct a marina and associated uplands in this area. The uplands will include marina parking, waterfront commercial space, and a waterfront recreation park. The Lessee is targeting the luxury yacht, vessel repair, and commercial fishing markets. The Board believes the proposed improvements will significantly benefit the community. Moreover, the improvements will rehabilitate and enhance an area of the community's waterfront that has been neglected for many decades.

Please call me at 586-0294 if you have questions.

Attachments

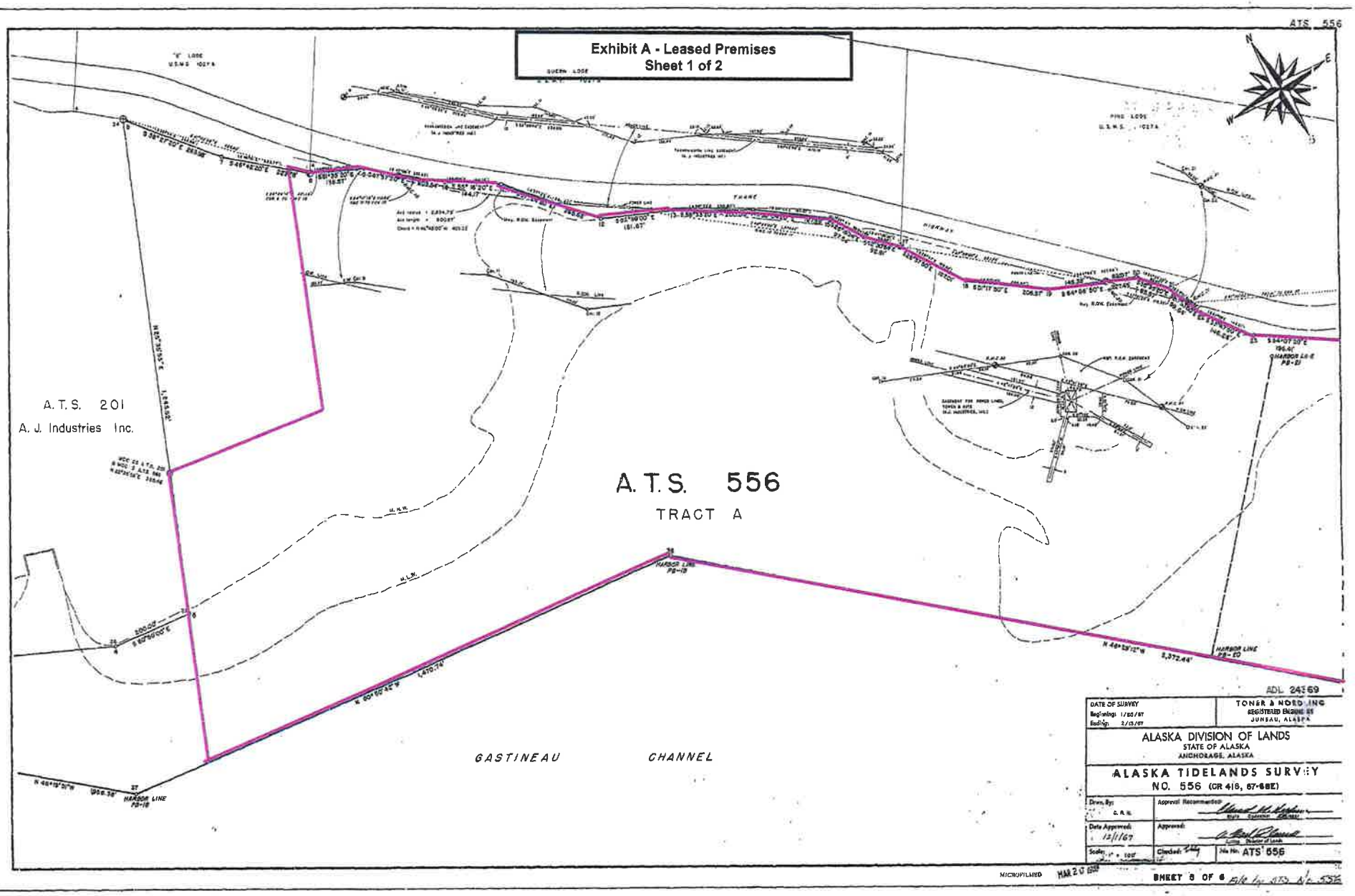
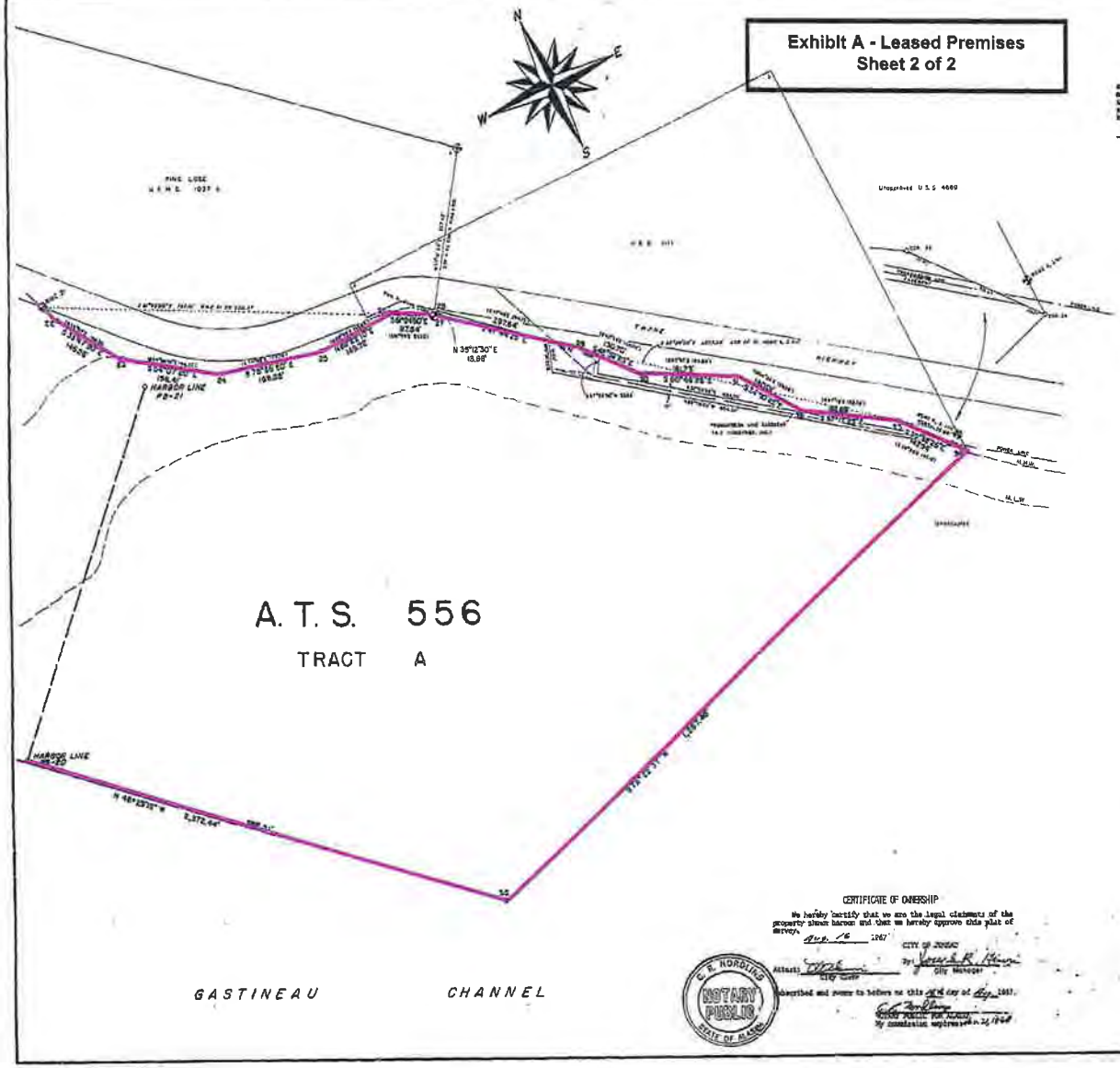

ATS 556
Exhibit A - Leased Premises
Sheet 1 of 2
A. T. S. 201
A. J. Industries Inc.
A. T. S. 556
TRACT A
GASTINEAU CHANNEL
M.H.W.
M.L.W.
HARBOR LINE PB-19
HARBOR LINE PB-20
ADL 24369
DATE OF SURVEY
Beginning: 1/20/67
Ending: 2/13/67
TONER & NORDLING
REGISTERED ENGINEERS
JUNEAU, ALASKA
ALASKA DIVISION OF LANDS
STATE OF ALASKA
ANCHORAGE, ALASKA
ALASKA TIDELANDS SURVEY
NO. 556 (CR 418, 67-68E)
Date Approved: 12/11/67
Scale: 1" = 100'
Checked:
File No. ATS 556
MICROFILMED
SHEET 2 OF 2

Exhibit A - Leased Premises
Sheet 2 of 2



ENGINEER'S CERTIFICATE

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

Nov. 15 1967

DESCRIPTION OF A.T.S. NO. 556, TRACT A

Beginning at Cor. No. 1, from whence Cor. No. 28, ATS No. 201 bears N. 71° 00' 00" W., 1021.27 ft. distant. Thence, from Cor. No. 1, by metes and bounds, S. 25° 00' 00" E., 304.73 ft., to Cor. No. 2; S. 27° 30' 00" E., 800.00 ft., to Cor. No. 3; S. 21° 30' 00" E., 1,001.34 ft., to Cor. No. 4; S. 81° 30' 00" E., 200.00 ft., to Cor. No. 5; S. 8° 30' 00" E., 1,243.52 ft., to Cor. No. 6; S. 145° 27' 30" E., 382.08 ft., to Cor. No. 7; S. 19° 45' 30" E., 733.76 ft., to Cor. No. 8; S. 47° 30' E., 382.54 ft., to Cor. No. 9; S. 47° 30' E., 136.57 ft., to Cor. No. 10; S. 42° 30' E., 144.37 ft., to Cor. No. 11; S. 37° 30' E., 206.62 ft., to Cor. No. 12; S. 44° 30' 00" E., 181.47 ft., to Cor. No. 13; S. 51° 30' E., 200.58 ft., to Cor. No. 14; S. 57° 30' E., 282.06 ft., to Cor. No. 15; S. 64° 30' E., 206.57 ft., to Cor. No. 16; S. 64° 30' E., 329.44 ft., to Cor. No. 17; S. 71° 30' E., 83.67 ft., to Cor. No. 18; S. 59° 30' E., 99.44 ft., to Cor. No. 19; S. 33° 45' E., 146.28 ft., to Cor. No. 20; S. 14° 00' E., 184.41 ft., to Cor. No. 21; S. 21° 30' E., 169.61 ft., to Cor. No. 22; S. 28° 22' 30" E., 149.71 ft., to Cor. No. 23; S. 41° 30' E., 43.54 ft., to Cor. No. 24; S. 17° 30' E., 13.98 ft., to Cor. No. 25; S. 47° 30' E., 298.64 ft., to Cor. No. 26; S. 41° 30' E., 130.31 ft., to Cor. No. 27; S. 21° 15' E., 141.17 ft., to Cor. No. 28; S. 14° 00' E., 140.01 ft., to Cor. No. 29; S. 17° 30' E., 183.63 ft., to Cor. No. 30; S. 25° 15' E., 147.94 ft., to Cor. No. 31; S. 27° 30' E., 1,367.48 ft., to Cor. No. 32; N. 68° 30' E., 2,382.44 ft., to Cor. No. 33; N. 68° 30' E., 1,251.74 ft., to Cor. No. 34; S. 49° 30' E., 1,156.34 ft., to Cor. No. 35; S. 4° 30' E., 510.32 ft., to Cor. No. 1, the point of beginning, containing in all 122,713 acres, more or less.

Latitude 58° 17' 32" N. Longitude 134° 33' 45" W.
at Cor. No. 1

A.T.S. NO. 556, TRACT A
BEARING OBJECTS FOR MONUMENTS SET THIS SURVEY

Cor. 6 N. 8° 38' 00" W., 10.70 ft. to bolt on power pole.
N. 33° 53' 00" E., 81.35 ft. to power pole.

Cor. 8 N. 9° 53' 00" W., 93.78 ft. to power pole.
S. 71° 51' 00" E., 50.92 ft. to power pole.

RMS 10 N. 34° 16' 00" E., 6.76 ft. to power pole.
S. 21° 43' 00" W., 7.83 ft. to power pole.

Cor. 17 S. 31° 80' 00" E., 101.00 ft. to a cross on a 8" x 4" x 2' rock chiseled Queen Ping 1 1027A BR,
N. 21° 15' 20" W., 72.60 ft. to power pole.

RMS 20 S. 37° 58' 00" E., 92.47 ft. to north corner steel tower.
S. 25° 31' 00" E., 104.54 ft. to west corner steel tower.

RMS 21 N. 44° 55' 00" W., 110.18 ft. to east corner steel tower.
N. 59° 04' 00" W., 107.70 ft. to south corner steel tower.

Cor. 27 N. 43° 02' 00" E., 86.15 ft. to 24" spruce.
N. 61° 15' 00" E., 83.34 ft. to 30" spruce.

NOTES: Origin of bearings for Tract A of this survey originated between MC Cor. 25 & Cor. 24, A.T.S. No. 301, officially reported as N. 25° 35' 25" E.

Origin of bearings for Tract B of this survey originated between original block corner monumentation (East Cor. Block D & East Cor. Block H) of the West Juneau Subdivision, officially reported as N. 61° 17' E.

Old record bearings and distances shown in parentheses when different from those determined by this survey.

Power poles and trees used as bearing objects for monuments set this survey are marked with aluminum strips appropriately stamped.

Plat prepared April 12, 1967

ADL 24319

CERTIFICATE OF OWNERSHIP

We hereby certify that we are the legal claimants of the property shown hereon and that we hereby approve this plat of survey.

Nov. 16 1967

CITY OF JUNEAU
By [signature]
City Manager

Attest: [signature]
City Clerk

Subscribed and sworn to before me this 16th day of Nov. 1967.

[signature]
Notary Public for Alaska
My commission expires Jan. 24, 1968

C. E. NORDLING NOTARY PUBLIC STATE OF ALASKA

TYPICAL MARKING ON MONUMENTS SET THIS SURVEY

LEGEND

- ⊕ Existing brass cap tideland survey monument.
- ⊕ Brass cap monument on 1 1/2" x 30" concrete filled pipe set this survey.
- ⊕ Existing cross on rock (CLO)
- ⊕ Existing RLM brass cap monument.
- ○ No monument set or existing.

DATE OF SURVEY Beginning: 1/22/67 Ending: 8/18/67	TONER & NORDLING REGISTERED ENGINEERS JUNEAU, ALASKA
ALASKA DIVISION OF LANDS STATE OF ALASKA ANCHORAGE, ALASKA	
ALASKA TIDELANDS SURVEY NO. 556 (CR 418, 67-68E)	
Drawn By: C. E. N. Date Approved: 12/1/67 Scale: 1" = 100'	Approved Recommended: [signature] Chief, Cadastral Surveys Approved: [signature] Director, Division of Lands Checked: [signature]
	File No. ATS 556

MICROFILMED MAR 20 1968

SHEET 2 OF 2 File No. ATS No. 556

Exhibit B

No. 1

JUNEAU PORT CONSTRUCTION LLC
P.O. BOX 20734
JUNEAU, ALASKA 99802
PHONE (907) 789-7802
FAX (907) 364-3416
JPORTCON@HOTMAIL.COM

LEASE
A PORTION OF ATS 556A
PROJECT SUMMARY
MAY 7, 2002

Location: Between the Sewer Plant and the Little Rock Dump.

Authority: CBJ Ordinance 96-14 and Title 85 of the CBJ Code.
AS 38.05.185 through AS 38.05.275

Project: To design, permit, finance, construct, operate and maintain a complete commercial marina, together with all related upland facilities, and to sublease these facilities to users, at no cost to the CBJ.

The LLC becomes a coordinating pass-through business by which its primary function is to organize, supervise, operate and maintain each phase of this project endeavor.

This effort has the possibility of creating approximately 1,500,000 square feet of new usable waterfront related commercial uplands, together with a 630,000 plus square foot harbor dredged to minus 15 feet and deeper, and approximately 250,000 square feet of public waterfront recreation park adjacent to a recreational boat launch ramp, supported by adequate vehicle parking.

Location and Introduction:

The area encompassing the property, which is involved in this draft Development Lease proposal, is that area from the sewer plant towards Thane to the Snow slide Creek Delta next to the Little Rock Dump. This property is filled in Tide and Submerged Lands which were created by the depositing of crushed rock and sand discharge from the A. J. Gold mine during its operating days. All of this property is covered by mining claims Wast1-5 ADL 517981 thru ADL 517985 located within ATS 556 A (Description at TAB #3 Index).

The property is a very unique parcel in that approximately 85% percent is covered by water at high tide with this same 85% being exposed to sand, debris, old boats, old docks, rusty iron, wood and glass at low tide.

If properly organized, developed and managed this area has the potential of becoming one of the finer PLANNED-unit Waterfront Commercial Development Port and Harbor facilities within this district.

A development mechanism is being presented herewith, whereby this property can be transformed from its historical and current use as a waste dump for material of every kind, to a usable area in which the residents of Juneau and its visitors and guests can experience business, recreation, comfort, and pride through its use by people from all walks of life.

This concept of a long-term property development lease to the LLC developer which is assignable to qualified users under the watchful eye of existing city ordinances, assures full compliance with all existing Governmental regulations and State Statutes. Under this plan, control always remains in that of the City & Borough of Juneau and its appropriate sub governing Boards and Committees. It will ultimately create a new Port Marina with the appropriate Harbor, docks, and related commercial and recreational facilities.

It is anticipated that the project will be broken down into five construction phases.

No. 1. Containment wall and Riprap.

No. 2. Dredging.

No. 3. Basic docks, ramps, hoists, parking.

(a) Commercial fisheries facilities.

(b) Day venture boat facilities.

(c) Boat fuel, gas, and propane.

No. 4. Upland.

(a) Park and recreation area.

(b) Native cultural center.

(c) Public use area.

(d) Commercial Land for Sub-Lease.

No. 5. Final installation.

(a) Upland business service facilities.

(b) All other upland improvements.

(c) All other water oriented improvements.

CONDENSED PROVISIONS OF A DEVELOPMENT LEASE:

1. PURPOSE

1.1 The purpose of the this project is to create the development of a complete commercial Harbor Marina and all appropriate support facilities such as business service areas, fisheries support facility, transient docking facility, fuel, chartered day boat facility, native cultural center, public park and community recreation, to list a few.

1.2 All of this development and facility will pass to the City & Borough of Juneau, Docks & Harbors Boards use and control, upon the completion by the LLC, its financiers, suppliers, contractors, and subcontractors as agreed.

2. TERM

2.1 The lease will continue on a three-year design, permitting, public input and user input whereby the lessee will include Federal, State, the New Long Range Waterfront Plan, City Ordinances, City Staff & Committees, input from the Docks & Harbors Board, input from the Juneau Port Development Committee, Environmental and Resource Regulations.

2.2 1st Yr.- Planning, Draft design, Drilling for Bed Rock, Soils, Examination and Public input.

2.3 2nd Yr.- Permitting and Regulations, Draft Design, Staff, Lands, Parks and Recreation, Planning Commission, etc.

2.4 3rd Yr.- Final Plat Plans, approval and or comments on all of the above, then to all agencies for final approval.

2.5 The construction schedule including final working plans and permits will be determined by the above.

2.6 The lessee may change the orientation and finish any or all of the requirements ahead of schedule without penalty; however, the lessee may not extend the time necessary to complete the items listed in the three-year phase of this lease without written consent from the lessor.

3. PERMITS

3.1 All City and Borough Required Permits.

3.2 Corps of Engineers.

- Sec. 103 - Marine Protection
- Sec. 10 - Rivers & Harbors
- Sec. 404 - Clean Water

3.3 Department of Environmental Conservation.

- Final Consistency Determination ACMP

3.4 Alaska DOT & PF

- Driveway Permit

3.5 Agencies to Review.

- DEC
- State Fish & Game
- DNR
- DOT & PF
- US Corps of Engineers

P | N | D
ENGINEERS, INC.

October 26, 2015 PND 15J075

Mr. Gary Gillette
Port Engineer
CBJ Docks and Harbors Department
155 South Seward Street
Juneau, Alaska 99801

Re: Statter Harbor Ph. III Planning Study
Engineering Services Fee Proposal

Dear Mr. Gillette:

PND Engineers, Inc. (PND) appreciates the opportunity to provide this fee proposal to conduct a planning study for Phase III of the Statter Harbor Improvements project. The primary objective of this study is to scope out and develop conceptual design options and budgetary level cost estimates for the next phase of work. Potential improvements include expanded moorage floats, passenger for hire loading float, access gangway, bus parking, kayak ramp, restroom and other associated upland amenities.

PND anticipates four work sessions with D&H staff, two formal public presentations, two concept designs, cost estimates and an artistic rendering of the preferred plan. PND proposes to complete these services on a time and expenses basis for the scope of services outlined in the enclosed fee proposal spreadsheet. We believe we can complete the work within 90 days of receiving formal notice to proceed. Interim deliverables will be completed on a periodic basis throughout the contract period.

We appreciate the opportunity to provide services to the CBJ on this important study. Thank you for reviewing the proposed scope and fees and please let me know if we have perceived your needs appropriately for this project. We look forward to working with the Docks and Harbors Department.

Sincerely,
PND Engineers, Inc. | Juneau Office

Dick Somerville, P.E.
Vice President

Enclosures

PND Engineers, Inc.
Statter Harbor Phase III Planning Study
Engineering Services Fee Proposal - October 26, 2015
PND Proposal No. 15J075

Scope of Services	PND Senior Engineer VII	PND Senior Engineer VI	PND Senior Engineer II	PND Senior Engineer I	PND Staff Engineer V	PND Staff Engineer IV	PND Tech VI	PND Tech V	PND Tech IV	PND CAD Designer V	Line Item Costs	Task Subtotal Costs
	$180.00	$165.00	$125.00	$115.00	$110.00	$105.00	$125.00	$110.00	$95.00	$95.00		
Planning Tasks												
1. Contract / Project Management - client and subconsultants	4							4			$1,160	
2. Prepare updated basemap of existing conditions - post Ph. II.	2			12			8				$2,740	
3. Scoping Work Session with CBJ D&H Staff	4			4	4						$1,620	
4. Prepare Draft Concept No. 1 Plan & Budget Estimate - bus parking, passenger for hire float, kayak launch & expanded public moorage	8			16	16		8				$6,040	
5. Work Session with D&H and address Concept Plan No. 1 Revisions	2			8	8		4				$2,660	
6. Prepare PPT and Poster Boards - Conduct Public Open House	12			12	12	8	16				$7,700	
7. Collect and summarize public review comments and work session with D&H.	4			4	4	8					$2,460	
8. Prepare Draft Concept No. 2 Plan & Budget Estimate - based on public comments and D&H direction for addressing comments	4			12	12		8				$4,420	
9. Work Session with D&H and address Concept Plan No. 2 Revisions	2			4	4		2				$1,510	
10. 3D geometric coordination with artist for developing rendering	2			4			2				$1,070	
11. Harbor Board Presentation - Prepare and Deliver PPT	8			4	4		2				$2,590	**$33,970**
Total Estimated Manhours	52			80	64	16	50	4				

Estimated Third Party Expenses

Corvus Design	Landscape design and artistic rendering assistance	$9,286	
Misc Expenses	Reproduction & public meeting consumables	$1,000	**$10,286**
	TOTAL ESTIMATED FEE (T&M)		**$44,256**

Corvus Design, Inc.
Attn: Christopher Mertl
Anchorage: 907.222.2859
Juneau: 907.988.9000
www.corvus-design.com

Fee proposal				8-Oct-15
Client:	**PND Engineers**			
Project:	**CBJ Statter Harbor: Phase 3 Master Planning**			
Contract Type:	**Lump Sum**			
	Personnel Type	Principal Landscape Architect	Landscape Architect	Total Hours/ Total Fee
Task	**Hourly Rate**	$152.00	$115.00	
1.0	**Master Planning**			
1.01	Drawing Setup/Import Files	0	4	**4**
1.02	Client Design Meeting	2	0	**2**
1.03	Develop Master Plans (Two)	6	12	**18**
1.04	Public Meeting	4	0	**4**
1.05	Client Design Meeting	2	0	**2**
1.06	Preferred Master Plan	4	6	**10**
1.07	Presentation Rendering Coordination	4	0	**4**
1.08	Construction Estimate	2	0	**2**
1.09	Public Meeting	4	0	**4**
1.0	Task Total Hours	28	22	**50**
1.0	Task Total Fee	$4,256	$2,530	**$6,786.00**
1.0	**Task Expenses (Rendering: Shimamoto)**			**$2,500.00**
Fee Proposal Grand Total				
	Grand Total Fee			**$9,286.00**
Fee Notes:				
1) Fee includes single copy 8.5x11 and 11x17 hard copy reproduction and digital files. Additional reproduction shall be reimbursed on a time and expenses basis.				
2) Additional deliverables, tasks, meetings and coordination beyond those outlined in this fee, and design aspects outside of scope, shall be considered additional services and shall be billed on a time and expenses basis or negotiated				

PND ENGINEERS, INC.

PND ENGINEERS, INC.
STANDARD RATE SCHEDULE
EFFECTIVE MAY 2015

		Hourly Rate
Professional:	Senior Engineer VII	$180.00
	Senior Engineer VI	$165.00
	Senior Engineer V	$155.00
	Senior Engineer IV	$145.00
	Senior Engineer III	$135.00
	Senior Engineer II	$125.00
	Senior Engineer I	$115.00
	Staff Engineer V	$110.00
	Staff Engineer IV	$105.00
	Staff Engineer III	$100.00
	Staff Engineer II	$90.00
	Staff Engineer I	$85.00
	Environmental Scientist VI	$165.00
	Environmental Scientist V	$150.00
	Environmental Scientist IV	$135.00
	Environmental Scientist III	$120.00
	Environmental Scientist II	$105.00
	Environmental Scientist I	$90.00
	GIS Specialist	$90.00
Surveyors:	Senior Land Surveyor III	$120.00
	Senior Land Surveyor II	$110.00
	Senior Land Surveyor I	$100.00
Technicians:	Technician VI	$125.00
	Technician V	$110.00
	Technician IV	$90.00
	Technician III	$80.00
	Technician II	$70.00
	Technician I	$45.00
	CAD Designer VI	$110.00
	CAD Designer V	$100.00
	CAD Designer IV	$85.00
	CAD Designer III	$70.00

Port of Juneau

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

October 9th, 2015

Juneau Port Development
PO Box 20734
Juneau, AK 99801

Dear Mr. Lockwood,

Thank you for meeting with me, Board Chair Tom Donek, and Board Member Bob Janes today to discuss the future of the Juneau Port Development lease. I informed you that as the Port Director, I have a responsibility to the Docks & Harbors Board to execute the terms and conditions of leases assigned under my management.

On June 26, 2015, you were sent correspondence outlining permitting requirements necessary to construction a large scale harbor facility along the Juneau waterfront covering Alaska Tideland 556A consistent with the lease contract and lease extensions. I have determined that Juneau Port Development has not obtained the permits required by Appendix A, paragraph 5(c) of the lease.

Consistent with the plain language of the lease entered into between you and CBJ Docks and Harbors, the lease will terminate on October 31, 2015.

Sincerely,

Carl Uchytil, PE
Port Director

Port of Juneau

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

June 26th, 2015

Juneau Port Development
PO Box 20734
Juneau, AK 99801

Dear Mr. Lockwood,

Per the Docks & Harbors Board actions in enclosure (1) and (2), the extension to your lease is due to expire on October 31, 2015. I have also attached enclosure (3) which is correspondence from August 14th, 2014 to remind you that you must secure the necessary permits to construct a large scale harbor facility along the Juneau waterfront.

Those permits may include, but not be limited to:

(1) US Army Corps of Engineers Section 404 permit of the Clean Water Act for the construction of a harbor (moorage floats, floating breakwaters, pipe piles, and sheet piles) or the discharge of fill/dredged material into waters of the United States to create uplands.
(2) Alaska Department of Environmental Conservation - sampling plan of the dredge material prior to placing in an uplands location.
(3) If the land disturbance is greater than an acre, then an additional authorization under the Construction General Permit (CGP, AKR100000) and a storm water pollution prevention plan (SWPPP) would be required. If the dredge material is not clean, then further coordination with the ADEC Solid Waste and Contaminated Sites programs would be required.
(4) According to CBJ Engineering, AMEX Mining submitted Grading Permit BLD20140397 which was returned on July 15, 2014 and again on August 8th, 2014 stating in its review "The application as presented is incomplete and does not meet the requirements of Title 19.12 Grading and Drainage".
(5) According to the CBJ Community Development Director, action for the project to receive a Conditional Use Permit is predicated on City Engineering approving a grading permit.

Additionally, the City has yet to receive the survey plat showing the exact boundaries and a legal description of the Leased Premises as required under Appendix A – 1(c) and provided in enclosure (4).

The City and Borough of Juneau and the Docks & Harbors Board wishes you success in your endeavor. It is not our desire to place onerous requirements onto the lease. However, Docks & Harbors does not want to be in a position to act in on the eve of the expiration of the lease extension. I urge you to have all the necessary permits in place as required per the terms of the lease. Without the necessary permit and survey plat, the lease may be terminated.

Sincerely,

Carl Uchytil, PE
Port Director

Encl: (1) Memo Dated October 30th, 2014
(2) October 30th, 2014 Board Meeting Minutes pertaining to Juneau Port Development lease
(3) Memo Dated August 14th, 2014
(4) Lease Appendix A: Description of Property (page 4 of 22)

Port of Juneau

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

October 30th, 2014

Juneau Port Development, LLC
PO Box 20734
Juneau, AK 99801

Dear Mr. Lockwood,

At the October 30th, 2014 regular Docks & Harbors Board meeting, by a vote of 4-3, the Board extended your lease one year. In accordance with the terms of the lease, you now have until October 31st, 2015 to secure all permits necessary to develop a harbor marine complex with associated upland amenities.

Sincerely,

Carl Uchytil, PE
Port Director

Copy: Docks & Harbors Board
CBJ Manager
CBJ Community Development Department
CBJ Law
CBJ Engineering

Enclosure (1)

Dennis Watson, Juneau, AK - He said with this rent being based on comparables, next review time, the same comparables will be used so this will never go up. How does that work? He does not feel that some of these leases are current with lease values.

Board Discussion/Action

Mr. Logan said he has the same concern as Mr. Watson. He would like to break the cycle. He would like to figure out an alternative instead of just simply repeating the review with the same comparables. This will just continue in a large circle with a never ending coming back at the same point. He would like to figure out how to assess the true market value.

Mr. Uchytil said the process based on CBJ appraisal is that you have a certified appraiser do the work and he does not believe it is within the Board authority to say they don't like a recommended rent rate and try to come up with another number. It is the Appraiser's work that sets these rates. The Appraiser looks at all different market forces, tourism, and economic development in Juneau. The task for the appraiser is to find the fair market value in the community.

MOTION By MR. SPICKLER: TO APPROVE THE SALMON CREEK DEVELOPMENT LEASE APPRAISAL WHICH SETS THE ANNUAL LEASE RENT AT $11,957.25 AND ASK UNANIMOUS CONSENT.

Motion passed with no objection

2. Extension of Juneau Port Development lease

Mr. Uchytil said the Juneau Port Development lease expires today. There are several requirements in the lease that are very important aspects of the lease and he went on to read on Page 5, (4)(a)& (b):

4. Lease payments and adjustments –

(a) Lessee agrees to pay City annual lease payments for the leased premises. A qualified appraiser shall establish the lease payments and the appraisal shall consider the value of comparable lands in the same or similar areas. When establishing the lease payments, the appraisal shall not include the value of the improvements made by lessee pursuant to this lease. The appraisal shall also take into consideration encumbrances that existed upon the Leased Premises on the effective date of the Lease, such as mineral claims, environmental contamination, and access issues. The appraiser shall not value areas of the Leased Premises that are not developable or that are made available for public use under this Lease, such as waterfront parks and seawalks. Lessee agrees to pay for all appraisal costs required to establish the annual lease payment under this subsection.

(b) Lessee shall submit the initial appraisal to City before the harbor facility to be constructed by lessee on the Leased Premises is opened for occupancy. The first annual lease payment will be due to the City one year after the date the Harbor facility is open for occupancy. The first Lease payment will be calculated to include retroactive annual lease payments beginning with the effective date of this Lease through one year after the date the harbor facility is opened for occupancy. Subsequent annual Lease payments shall be due at the end of the calendar year (December 31) following the year the first annual lease payment is due. City agrees to offset the lease payments under this section with credits that are approved under Appendix B, Section 3 (23) of this lease.

Page 6, (5)(a),(b),(c),& (d).

5. Authorized use of leased premises –
(a)The lease agrees to use the Leased Premises to plan, design, engineer, permit, finance, construct, sub-lease, and operate a full-scale harbor marina complex, together with uplands commercial marine-related facilities, a public park, and all of the related amenities necessary for the operation of these facilities and improvements.

(b) Lessee shall be responsible for obtaining all necessary permits and approvals that may be necessary for Lessee's development of the Leased Premises.

(c) Lessee agrees to obtain and have in place the permits and approvals necessary to start construction of the harbor facilities and amenities listed in subsection (a) of this Section 5 within 36 months after the effective date of this lease. The site plan, conceptual design, cost estimates, and construction plan and schedule for the development of the Leased Premises will be presented to the Port Director and the City Docks & Harbors Board for review and approval prior to the commencement of any construction, unless otherwise agreed in writing by the parties. If Lessee does no have the permits in place within 36 months after the effective date of this Lease, the Lease shall terminate; provided, Lessee may request in writing to the Port Director that City extend the 36-month planning and permitting period if Lessee makes a showing satisfactory to City that it has pursued the planning and permitting for its development of the harbor facilities on the Leased Premises with all due diligence and cannot meet this 36-month deadline for reasons beyond its control. Any extension to this 36-month period must be approved in writing by the Port Director.

(d) Lessee agrees to complete construction and commence operation of the harbor facilities and amenities within 48 months after Lessee has been issued all the permits and approvals necessary to start construction. If Lessee does

not complete construction and commence operation within this 48 month period, the Lease shall terminate; provided, Lessee may request in writing to the Port Director that city extend this 48-month period if Lessee makes a showing satisfactory to City that it will complete construction and commence operation of the harbor facilities and amenities with all due diligence and cannot meet this 48-month deadline for reasons beyond its control. The time period of any such extension shall be decided by the docks and Harbors Board; any extension must be in writing by City.

Mr. Uchytil said this lease was signed in 2007 and has been extended for two years twice. This is a seven year process with the expectation of having a Harbor built this year (2014).
Mr. Uchytil said the other issue with this lease has been mineral rights on Page 11. The CBJ attorney has concluded that the mineral rights and the lease are two separate entities and we don't need to address any concern about valid and existing mining claims.
Mr. Uchytil talked about options for the Board to consider. He read on page 13, (6)(A),(B),(C), & (D).

(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.

Mr. Uchytil said this means that if the Board elects to do this, Juneau Port Development will be issued a letter giving them 30 days to comply with the terms of the lease, or it will be terminated.

(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.*

Mr. Uchytil said if the Board believes Juneau Port Development has not made substantial use of the land, the Assembly will have final approval for forfeiture under that clause.

Mr. Uchytil asked what the Board want to do with the lease that is expiring today? Extend it, cancel it, or find other opportunities to make this work? Mr. Uchytil said he was also directed from the Finance Committee to research the status of pending permits to build a Harbor facility. The US Army Corps of Engineers General Permit is the only permit on file for Juneau Port Development. If that mined material is used for the beneficial purpose of creating uplands, in this case for a marina, the discharge would then be an activity regulated by Section 404 of the Clean Water Act, which has not been applied for. According to Section Manager, Storm Water & Wetlands Wastewater Discharge Authorization Program Division of Water, Alaska Department of Environmental Conservation:

- Sampling of the dredge material prior to placing in an uplands location is required. This will determine if a solid waste permit or contaminated sites authorization, or if the material can be of beneficial reuse.
- Assuming the dredge material is clean, other permitting would depend on the area of land disturbance in the upland location subject to erosion. If the land disturbance is greater than an acre, then an additional authorization under the Construction General Permit (CGP, AKR100000) and a storm water pollution prevention plan (SWPPP) would be required. The placement of the dredged material in the upland location is independent of the mining operation. If the dredge material is not clean, then further coordination with the ADEC Solid Waste and Contaminated Sites programs would be required.
- According to the CBJ Community Development Director, action for the project to receive a Conditional Use Permit is predicated on City Engineering approving a grading permit.
- According to CBJ Engineering, AMEX Mining submitted Grading Permit BLD20140397 which was returned to Mr. Howard Lockwood on July 15, 2014 and again on August 8th, 2014 stating in its review " The application as presented is incomplete and does not meet the requirements of Title 19.12 Grading and Drainage".

Mr. Uchytil said answering the question from Tuesday, there are several permits that are still outstanding that Juneau Port Development will still be required to obtain prior to conducting a dredge and fill operation in pursuit of building a harbor facility.

Board Questions-
Mr. Janes asked what the yearly lease amount is paid to Docks & Harbors?

Mr. Uchytil said zero lease rent on this property until one year after the harbor is constructed based on an appraised value of the unimproved tideland. It would be roughly $.15 per sq/ft.

Mr. Peterson asked if this property was ever surveyed?

Mr. Uchytil said no.

Mr. Peterson asked if it was in the terms of the lease to be Juneau Port Developments responsibility to provide a survey?

Mr. Uchytil said yes. He said Mr. Lockwood thinks he has provided a sufficient survey, but there is not a survey plat of the property. Mr. Uchytil read the part of the lease for this requirement on page 4, 1(c).

1. Description of Property

(c) Lessee agrees to provide City with a survey plat showing the exact boundaries and a legal description of the Leased Premises, including all recorded easements within the Leased Premises, and all easements identified by City as needed by City for its operations and activities at the Juneau Wastewater Treatment Plant. Lessee will provide this survey plat and legal description to City no later than 24 months after the effective date of this Lease. The survey plat shall also show the boundaries and area of lessee's proposed development and public use areas. Upon acceptance of the survey plat and legal description by City as satisfactory, this survey plat and legal description shall replace the survey contained in Exhibit A to this lease; a Revised Exhibit A with the new survey plat and legal description of the Leased Premises shall be attached to this Lease and this Lease shall be amended accordingly.

Mr. Uchytil said we do not have this survey map with the legal description of the lease premises.

Public Comment

Howard Lockwood, Juneau, AK – He said he is the manager of Juneau Port Development and the owner of AMEX Mining. He said this has been a long process to get to this stage of the lease and it would be a shame to cancel the lease now. He said the property was surveyed in 1925 and again when the City took the municipal grant for ATS 556A. This survey is recorded and on record at the Docks & Harbors office. He went on to describe the project in a power point presentation.

Mr. Logan stopped Mr. Lockwood and said that the Board is aware of the project and in support of it, but specifically the Board needs to know if you have met the conditions of the lease, and whether you have the necessary permits to move forward?

Mr. Lockwood went on and described the project. He said he has a general purpose dredge permit issued in 2012 that is good until 2017. This permit allows for dredging using a floating dredge devise and in order to qualify for this, you need to be producing gold and silver. This is the only permit that will allow work to be done in the very beginning, and this is the permit that he will dredge with. He said none of the waste will go on City property but on submerged and tidelands and not uplands. It would be impossible to take the waste and put it on uplands property because it is not allowed. The first phase cleans the beach and dredges and fills the beach to plus 22. He said Mr. Trucano will work on the area and get it ready for dredge and fill. He said all of this work will be done at no cost to the City and no cost to Docks & Harbors. The mining interests will pay for all of it. If Juneau Port Development does not go ahead with the harbor, AMEX Mining would do the first fill and pay the cost of that, then we would pay the cost of engineering a containment wall and create a fill to plus 27 to utilize that area for an access. That would be under AMEX Mining control until they decided to vacate the mineral reservation and mining claims. At that point, when those two things are vacated, it reverts back to the City. Until they are vacated, it stays under the control of the mining interests. He went over the schedule for the project, and went on to describe the rest of the project.

Board Discussion/Action

Mr. Janes asked if the way the snow dump went in if there is liability to the City from the investors for this project?

Mr. Lockwood said yes. The snow dump was placed against notice from the mineral interest. They violated the access to the mineral assets belonging to the State of Alaska. The snow dump was also placed without a conditional use permit. If there was a conditional use permit, all of this would have been taken care of years ago.

Mr. Logan asked Mr. Uchytil if Mr. Lockwood met the conditions of the lease?

Mr. Uchytil said no, there has not been due diligence in securing the permits needed to build the harbor.

Mr. Logan asked Mr. Lockwood if he feels he has met the conditions of the lease?

Mr. Lockwood said he has spent 14 years trying to get this project to work and has faced every problem. He has been working on an area that is unusable in any manner and has turned it into an asset for the City. This is a very complicated project and has been all done privately with no cost to

the City or tax payers. This project is ready to go depending on the Boards decision.

Mr. Logan asked Mr. Lockwood again if he feels he has met the conditions of the lease?

Mr. Lockwood said yes he does.

Mr. Logan asked Ms. Mead if Mr. Lockwood has met the conditions of the lease?

Ms. Mead, who is the CBJ Municipal Attorney, said she does not know the status on the required permits or where Mr. Lockwood is in that process. If Mr. Lockwood does not have the development permits in place to move forward, than that would be a failure to meet the conditions of the lease.

Mr. Simpson asked if there was anything in CBJ Code that would prevent this Board from issuing a new lease or a license if the existing lease were to end or be terminated according to its terms.

Ms. Mead said no. Normally in the leases there is a renewal preference that this could fall under and it could be noted that the current lease terms were not meeting the situation and then work out a new process.

Mr. Simpson asked Mr. Uchytil if he has been approached by other interested parties wanting to lease this property?

Mr. Uchytil said he was approached by a fuel company to install a fuel dock at the little rock dump. His recommendation to this company was to contact Mr. Lockwood to see if they could work out a deal. There was also interest about four years ago before the first extension to develop a zipline type attraction from the top of Mt. Robert Tram to the Little Rock Dump. There is a possibility that if it was advertised, there could be more.

Mr. Logan said he knows there is more interest in that area.

Public Comment – None

Board Discussion/Action

Mr. Peterson said this Board has every right and reason to terminate this lease. The Board hears the Port Director say there is no survey on record, but Mr. Lockwood says there is. This is a set up for conflict. It is difficult to come up with a fixed fee for Mr. Lockwood to pay on a property that hasn't been surveyed. Mr. Peterson said that Mr. Lockwood talks about no cost to the City and no cost to the Board, however he would suggest there has been enormous cost to the City in terms of staff time given to this project. With

that all being said, he said he is still not prepared to terminate this lease. He is in support of extending this lease two more years.

Mr. Janes said there are a lot of reasons to say no, but there are also reasons to say yes. He is in support of extending the lease for two years, but recommended to set bench marks that he will have to meet.

Mr. Donek recommended to extend the lease also, but to set guidelines.

Mr. Logan said he is against extending the lease and thinks it should be terminated. He would like to see a new lease drawn up with tighter requirements and a year timeframe.

Mr. Simpson said he was the one that brought up creating a new lease, but according to Ms. Mead that starts the process over and it sounds like we don't have to do that to get what we need which is more clarity and additional terms all of which could be conditions of the extension. The Board could direct the Port Director to give more clarity on what is needed and a shorter term extension with bench marks.

Mr. Summers asked if the lease could be extended and add more terms.

Ms. Mead said the lease terminates today so there needs to be an action item today. One way to proceed would be to extend the lease for 30 or 60 days to allow for an amendment entered into and agreed to by Mr. Lockwood. The amendment could change the lease in anyway the Board deemed necessary to allow both goals to be accomplished.

Mr. Donek asked if there is an extension, would there also need to have stipulations if he just wants to see the process that is spelled out in the original lease followed. Does that require an amendment or just a letter from the Port Director?

Ms. Mead said if there are terms to change in the lease, than that would require an amendment. If you are just extending the lease and spelling out the permits Mr. Lockwood has to provide in the next two years, that can be done in a letter from the Port Director.

Mr. Lockwood said the two year extension, and having Mr. Uchytil spell out the permits he wants should give him enough time to push this project forward.

Mr. Logan recommended extending the lease 18 months to miss the holiday season.

There was more discussion on the how long to extend the lease.

Mr. Donek said the requirements are already in the current lease. He recommended to just extend the lease and have Mr. Lockwood come back at the end of the extension and report his progress.

Mr. Logan asked Mr. Uchytil his recommendation for the extension time?

Ms. Mead said anything put in the letter will come back to the Board at the end of the extension for the Boards final decision. The extension can be any time frame the Board decides.

Mr. Uchytil said he will do what the Board wants him to do, but essentially the Board is directing him to be the project manager for Juneau Port Development and hold Mr. Lockwood accountable for getting the permits in place and he has not been successful with that for the last three years. This is basically the same as telling a staff member what he needs to do.

MOTION By MR. PETERSON: TO EXTEND THE LEASE FOR ONE YEAR AND CALL THE QUESTION.

Mr. Logan wanted to clarify that it is only an extension and no other stipulations.

Mr. Peterson said that is correct. It is all spelled out in the current lease what permits he needs. Mr. Lockwood can come back in a year and report on his progress.

Motion passed for a one year extension by majority vote.

Mr. Donek said Mr. Uchytil should write the one year's extension and have nothing more to do with the lease for the entire year.

VIII. New Business

1. Statter Harbor Bid Award

Mr. Gillette said in the packet is the posting notice for bids for the Statter Harbor two lane launch ramp and associated parking. There were three bidders with the apparent low bidder being Miller Construction with the bid of $11,212,800. Mr. Gillette said he recommends this is forwarded to the Assembly for the low bid approval.

Mr. Logan said this was heard at the Finance Committee meeting and the Committee recommended to approve that bid.

Board Questions –

Mr. Simpson asked why the Special meeting was cancelled that was scheduled specifically to approve this bid if the Board is requested to approve this now.

Port of Juneau

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

August 14th, 2014

Juneau Port Development, LLC
PO Box 20734
Juneau, AK 99801

Dear Mr. Lockwood,

In review of the documentation extending your lease to October 30th, 2014, I want to reemphasize your responsibility to secure permits under the terms of the contract. At the October 2012 Docks & Harbors Board meeting, it was clear the current extension was for the purpose of obtaining permits and that you have the burden of demonstrating the feasibility of securing necessary permits.

I appreciate your efforts in pursuing the Conditional Use and Grading Permits required through the CBJ Community Development Department. However, as stated verbally to you previously, I am concerned with progress and due diligence in meeting the federal and state permitting mandates for a project of this scale. Per the terms of the original lease, Juneau Port Development was to have "permits and approvals" in place by November 2010. The two extensions to the original lease were intended to allow you to meet the minimal requirements within the contract.

In the letter dated October 29th, 2012, it states the Board will not consider additional extensions under the terms of the lease.

Sincerely,

Carl Uchytil, PE
Port Director

Encl: (1) My October 29th, 2012 letter to Juneau Port Development (w/o enclosures)
(2) My October 22nd, 2012 letter to the Docks & Harbors Board (with enclosures)
(3) October 25th, 2012 Board Minutes pertaining to the lease extension

Copy: CBJ Community Development Department
CBJ Law

Enclosure (3)

Port of Juneau

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

October 29th, 2012

Juneau Port Development LLC
PO Box 20734
Juneau, AK 99808

RE: Two Year Extension under Paragraph 5(c) of Appendix A of the Lease

At its regular meeting of October 25, 2012, the Docks & Harbors Board granted a two year extension under paragraph 5(c) of Appendix A of the lease between Juneau Port Development LLC and the City and Borough of Juneau for the purpose of providing additional time to obtain permits for your proposed development. The Board was clear in stating additional extensions would not be considered under the terms of the lease.

I have also enclosed documentation resolving the potential conflict between Juneau Port Development and CBJ Engineering, including ADOT requirements for an avalanche camera installation.

Please feel free to contact me with any questions.

Sincerely,

Carl Uchytil, P.E.
Port Director

Encl: (1) Your letter of October 11, 2012
(2) CBJ Engineering letter of October 12, 2012

Copy: Mr. James Clark, Esq.
Mr. Rorie Watt, PE
Heather Marlow
Mr. Greg Patz, ADOT

Port of Juneau

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

From: Carl Uchytil, Port Director
To: Docks & Harbors Board
Cc: CBJ Law
Date: October 22, 2012
Re: Juneau Port Development Lease

1. On October 15th, 2012, I received a letter from the Juneau Port Development requesting a two-year extension to a lease extension which will expire on October 30th, 2014. Per the terms of the lease, the Port Director may extend the period to allow the lessee to secure the necessary permits provided due diligence is demonstrated in pursuit of the permits.

2. Juneau Port Development is now represented by legal counsel who has indicated a willingness to provide guidance and act as a conduit for information/updates to Docks & Harbors on a periodic basis. During this two-year extension, the lessee with legal counsel would determine the feasibility of the securing the permits. If the envisioned project is feasibly "permitable" the lease would require an amendment or a new lease within the next two years. If the project is determined non-feasible, as periodically briefed to and determined by the Docks & Harbors Board, the lease will expire.

3. The needs of CBJ Engineering and the needs of ADOT for use of a portion this lease have been previously addressed satisfactory with Juneau Port Development as indicated in enclosures (2) and (3).

4. I recommend extending the lease to October 30, 2014.

#

Encl: (1) Juneau Port Development letter dated October 15, 2012
(2) CBJ Engineering letter dated October 12, 2012
(3) Juneau Port Development letter dated October 11, 2012
(4) Juneau Port Development letter dated September 27, 2012

JUNEAU PORT DEVELOPMENT LLC
P.O. BOX 20734
JUNEAU, ALASKA 99802
PHONE (907) 209-4250
FAX (907) 463-3055
juneau_port_dev@hotmail.com

RECEIVED
OCT 22 2012
BY:

Carl J. Uchytil, PE
Port Director
City and Borough of Juneau
155 S. Seward St.
Juneau, Alaska 99801

October 15, 2012

Dear Carl;

Thank you for meeting with my attorney this afternoon. As he explained, consistent with my September 27, 2012 letter to you, I request a two year extension of the Lease without amendments pursuant to Paragraph 5 (c) of the Lease.

I have a worked with the CBJ engineering department to achieve a satisfactory resolution regarding its desire for a snow removal facility on the leased area and an easement within the leased area for a camera pole that the Alaska Department of Transportation and Public Facilities (DOTPF) desires. This resolution did not require any changes to the existing lease.

As my attorney explained, we will move expeditiously to obtain the needed permits. He will meet with you on a quarterly basis to explain our progress and respond to any questions/concerns that you may have.

Within two years we will know whether or not the project is viable. If it is not, we will terminate the lease. If it is viable, we will negotiate amendments at that time with a much clearer picture of the project's and the CBJ's plans and needs.

Thank you so much for your co-operation throughout this process.

CC: Jim Clark, Council

Yours truly,

Howard Lockwood
Manager

From: juneau_port_dev@hotmail.com
To: carl_uchytil@ci.juneau.ak.us
CC: jfclarkiii@gmail.com
Subject: Juneau Port Development LLC - Lease Extension
Date: Mon, 15 Oct 2012 17:24:36 -0800

Carl,

Attached above, please find a letter from Juneau Port Development LLC, outlining it's intentions for the CBJ Lease Extension, to be discussed further at the full Docks and Harbors Board Meeting on Thursday, October 25, 2012.

Regards,

Howard

City & Borough of Juneau
Alaska's Capital City

City and Borough of Juneau
Engineering Department
155 South Seward Street
Juneau, Alaska 99801
Telephone: 586-0800 Facsimile: 463-2606

DATE: 10/12/12

RECEIVED
OCT 22 2012
BY:

TO: Carl Uchytil, Port Director
CBJ Docks & Harbors

FROM: D. Rorie Watt Director
Engineering Department

RE: CBJ Proposed Snow Storage at Rock Dump

I am happy to report that the potential conflicts between the CBJ's proposed snow storage site and the proposed Juneau Port Development project have been resolved. Please see the attached memorandum dated 10/11/12 from Howard Lockwood, Manager of the Juneau Port Development project.

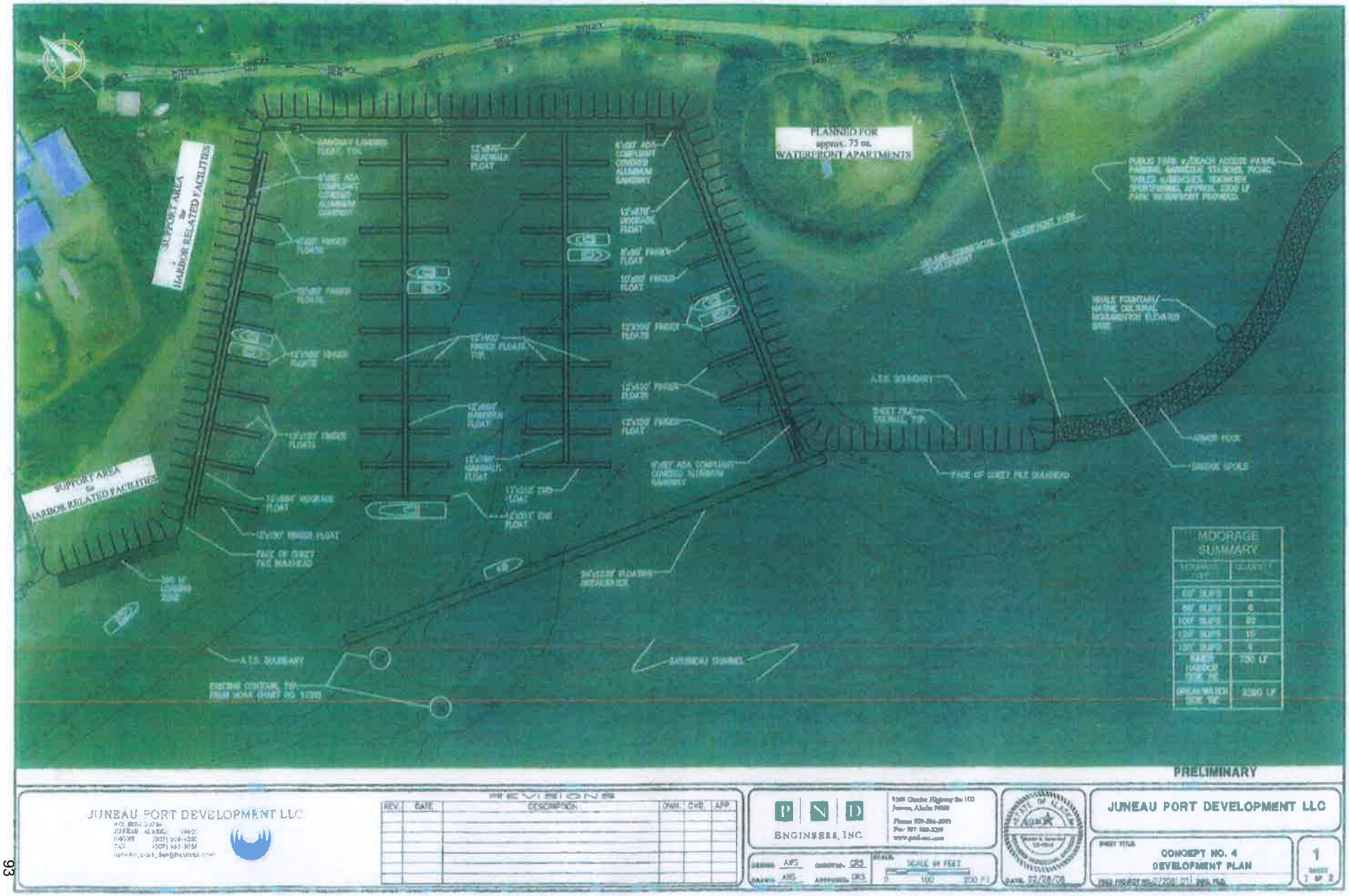
As such, with regards to the snow storage project, I have no objection to the two year lease extension that has been requested by Juneau Port Development, LLC.

Since the snow storage facility would be constructed on lands managed by Docks & Harbors, I still think it makes sense to provide the Board with an update at it's regularly scheduled meeting on October 25th.

Thank you for your assistance on this matter.

cc: Howard Lockwood, Manager, Juneau Port Development, LLC

RECEIVED
OCT 22 2012
BY:.....



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FAX (907) 463-3055
juneau_port_dev@hotmail.com

RECEIVED
OCT 22 2012
BY:

Mr. Rorie Watt
Director, Engineering CBJ
Engineering Department
155 S. Seward St.
Juneau, Alaska 99801

October 11, 2012

Dear Rorie;

Thanks for meeting with my attorney yesterday regarding my September 27, 2012 letter to Carl Uchytil requesting that, pursuant to Paragraph 5 (c), the 2007 Lease between the City and Borough of Juneau (CBJ) and Juneau Port Development LLC be extended for two years.

I agree with the conclusions of that meeting that the snow removal facility desired by the CBJ and the camera pole desired by the State DOT can be placed at the Little Rock Dump pursuant to Paragraph 7 (a) of the Lease.

I appreciate the fact that you agreed that the last sentence of Paragraph 7 (a) of the Lease would allow me to proceed with my full development plan for the Marina. (See attached plan). Assuming that the Juneau Port Development LLC obtains construction permits and financing for the project, the snow removal facility would be modified as necessary to allow the Marina to be constructed in accordance with the attached plan.

Likewise the 170 sq.ft. easement for DOT's camera pole would be placed at a mutually convenient place on the Little Rock Dump with the understanding that, pursuant to the last sentence of Paragraph 7 (a), it would not interfere with construction of the Marina in accordance with the attached plan.

Since the provisions of the existing Lease are sufficient to support installation of the snow removal facility and the camera pole subject to the conditions described above, no change is needed in the CBJ Ordinance approving the Lease. I would appreciate it if you would inform the Docks and Harbors Board that your Department has no objection to the Lease extension that I have requested.

Yours truly,

Howard H. Lockwood
Manager

JUNEAU PORT DEVELOPMENT LLC
P.O. BOX 20734
JUNEAU, ALASKA 99802
PHONE (907) 209-4250
FAX (907) 463-3055
juneau_port_dev@hotmail.com

Carl J. Uchytil, PE
Port Director
City and Borough of Juneau
Docks and Harbors
Juneau, Alaska 99801

September 27, 2012

Dear Carl,

Pursuant to paragraph 5(c) of the Lease between the Juneau Port Development LLC and the City and Borough of Juneau dated November 14, 2007 the Juneau Port Development LLC hereby requests a two year extension. A two year extension was approved October 29, 2010. Approval of this request would extend the Lease until October 28, 2014.

The extension of the Lease is necessary to complete the permitting process. Application for a Clean Water Act §404 permit was submitted on June 4, 2008. Attached is the proposed process we presented to the Corps for removing contaminants from the tails at the Little Rock Dump. On June 18, 2008 we received the attached letter from the Corps confirming our view that we need a CWA 404 permit to proceed with construction.

On March 12, 2008, we met with the Department of Environmental Conservation (DEC) to determine the best process for removing the contaminants in a manner that met DEC's requirements. We were provided a path, which we have carefully followed. A detailed chronology of our efforts in this regard will be submitted to you and the Docks and Harbors board in the very near future.

From the time we received DEC's instructions until July 15, 2012 we have been meeting with various environmental engineering firms to determine how best to achieve the Corps' and DEC's charge to us. We now have a technical answer on how to remove the contaminants that we are in the process of preparing to submit to the Corps and DEC.

After we submit our proposed technical solution to the agencies we will meet with DEC and the Corps to make any adjustments to our proposal that they require. The Corps will then be in a position to prepare an environmental assessment (EA) for the project. We have hired counsel to assist us in moving the permitting process forward.

We want to work with you and the board to extend the Lease in a way that meets CBJ's needs. Please advise how you would like to proceed to renew the Lease before it expires on October 28, 2012.

CC: Docks and Harbors Board Members
Jim Clark, Council

Yours Truly,

Howard Lockwood
Manager

VI. Items for Action (Continued)

3. Juneau Port Development LLC – 2 year lease extension request.

Mr. Jardell said there is a letter in the packet from Mr. Lockwood detailing that there were discussions regarding the DOT cameras and the snow dump facility. Mr. Lockwood has agreed with the City that those were not going to be a problem if the Board does grant and extension to the lease.

Mr. Uchytil said the issue today is weather we should extend the Juneau Port Development Lease another two years. He has been working through Mr. Lockwood's attorney, Jim Clark. Mr. Clark does not believe the permits will be in place in the next two years. He does feel that in two years they will be in a determination point with the project as far as whether the project will proceed. Mr. Uchytil said he has the authority in the lease to extend it. There is no financial interest going forward yet. That will not come until the Mega Yacht Harbor is in place. Mr. Uchytil's recommendation was to approve the lease extension for two more years.

Mr. Simpson said in Mr. Uchytil's memo that if the project is determined non-feasible by the Docks & Harbors Board by the end of the two year period then the lease would not be renewed. Mr. Simpson was concerned about how that feasibility determination would be made.

VI. Items for Action (Continued)

Mr. Uchytil clarified that Mr. Clark indicated that the project permits may not be in place in two years, but in that time we will know if the project is feasible. Mr. Clark felt that the lease will need to be modified or a new lease written after the two years expire. Mr. Clark has assured Mr. Uchytil that he will meet with the Board on a periodic basis and update them on the progress so we will know what it looks like as it unfolds.

Mr. Jardell said Mr. Uchytil, your letter is not a part of the lease so your explanation about whether or not the project is feasible is your interpretation of how Mr. Lockwood is going to have to make a go or no go decision on it. It is not a defining term in the contract as to whether the lease is extended automatically or not. He believed the lease says the permits have to be issued or demonstrate due diligence to secure the permits.

Mr. Uchytil said that was the discussion he had with Mr. Clark and those were his words.

Mr. Simpson said what he is hearing is that the term feasibility is basically shorthand for due diligence and substantial progress towards securing the permits. The financing concerned him more than the permits.

Mr. Logan asked if the CBJ had another use for that area what would happen to the lease.

Mr. Uchytil said there are clauses in the lease that allows the city to use the land as needed. The City's position is that that property is in play for other city needs.

Public comment

Mr. Howard Lockwood said he was available to answer questions.

Mr. Jardell asked Mr. Lockwood if he was in agreement that he would not object to the snow dumping or the sighting of the avalanche pole. The contract terms as they currently exist are still the contract terms and nothing in the letters changes how those terms are going to be implemented.

Mr. Lockwood said he did not have a problem with either of the other uses for the property.

Mr. Uchytil asked Mr. Lockwood to give a recap of what he hopes to accomplish in the next two years.

Mr. Lockwood said they have a solution for removing the contaminants from the soil. As soon as he gets the permits in place he will go to market. They will have a complete plan for the project and market what it will cost per slip.

Mr. Simpson asked if this item needed to go before the assembly.

Mr. Jardell said it does not need to go before the assembly, Mr. Uchytil can approve it. Our extension does not mean we are applying the current work done so far constitutes due diligence.

VI. Items for Action (Continued)

Mr. Logan said it sounds like the terms of the lease are somewhat contentious between Mr. Lockwood, his attorney, the CBJ attorney and Mr. Uchytil. He was in favor of amending and redefining the lease before the Board approved a new one.

Mr. Jardell said the issue with that is if we do amend the terms then the lease goes before the Assembly and it is a different process.

Mr. Busch said he would like to give Mr. Lockwood the benefit of the doubt to him to get his project going.

Mr. Uchytil said he feels it is a step forward bringing Mr. Clark in to bring some perspective to the process. He has agreed to keep the Board informed of progress. He has never been comfortable with the lease it's self and he would not have approved a lease like this.

Mr. Williams agreed with Mr. Logan but he also thought Mr. Lockwood has worked with the Board to be fair.

MOTION by Mr. Spickler: TO APPROVE THE LEASE EXTENSION FOR TWO MORE YEARS TO 10/30/2014 AND ASK UNANIMOUS CONSENT.

The motion passed without objection.

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 Leased Premises are as follows:

(a) The premises comprised of filled and unfilled tidelands described as a portion of Alaska Tidelands Survey 556A as depicted on Exhibit A and shown generally on Exhibit B, exclusive of any recorded easements and any easements needed by the City and Borough of Juneau for its operations and activities at the Juneau Wastewater Treatment Plant, which plant is located on the northwest portion of the Leased Premises at 1540 Thane Road. City agrees to provide Lessee with a description of the easements on and over the Leased Premises that City needs for its operations and activities at the Juneau Wastewater Treatment Plant not later than 12 months after the effective date of this Lease; those easements shall be attached to and incorporated by this reference into this Lease.

(b) Lessee agrees to allow City to continue to use the area known as the "Little Rock Dump" shown on Exhibit A, or any portion of that area, for its operations and storage uses until such time as Lessee begins construction within that area; provided that areas within the "Little Rock Dump" that are not used by Lessee as part of its development shall remain under the direction and control of City.

(c) Lessee agrees to provide City with a survey plat showing the exact boundaries and a legal description of the Leased Premises, including all recorded easements within the Leased Premises, and all easements identified by City as needed by City for its operations and activities at the Juneau Wastewater Treatment Plant. Lessee will provide this survey plat and legal description to City no later than 24 months after the effective date of this Lease. The survey plat shall also show the boundaries and area of Lessee's proposed development and public use areas. Upon acceptance of the survey plat and legal description by City as satisfactory, this survey plat and legal description shall replace the survey contained in Exhibit A to this Lease; a Revised Exhibit A with the new survey plat and legal description of the Leased Premises shall be attached to this Lease and this Lease shall be amended accordingly.

2016 CBJ Docks & Harbors Board Meeting Schedule

(Tentative- Updated October 6, 2015)

January 2016

Wed	1/20/2016	OPS/Planning Committee	5:00pm-7:00pm	CBJ Room 224
Thu	1/21/2016	Finance Committee	5:00pm-7:00pm	CBJ Room 224
Thu	1/28/2016	Regular Board Meeting	5:00pm-8:00pm	CBJ Assembly Chambers

February 2016

Wed	2/17/2016	OPS/Planning Committee	5:00pm-7:00pm	CBJ Room 224
Thu	2/18/2016	Finance Committee	5:00pm-7:00pm	CBJ Room 224
Thu	2/25/2016	Regular Board Meeting	5:00pm-8:00pm	CBJ Assembly Chambers

March 2016

Wed	3/23/2016	OPS/Planning Committee	5:00pm-7:00pm	CBJ Room 224
Thu	3/24/2016	Finance Committee	5:00pm-7:00pm	CBJ Room 224
Thu	3/31/2016	Regular Board Meeting	5:00pm-8:00pm	CBJ Assembly Chambers

April 2016

Wed	4/20/2016	OPS/Planning Committee	5:00pm-7:00pm	CBJ Room 224
Thu	4/21/2016	Finance Committee	5:00pm-7:00pm	CBJ Room 224
Thu	4/28/2016	Regular Board Meeting	5:00pm-8:00pm	CBJ Assembly Chambers

May 2016

Wed	5/18/2016	OPS/Planning Committee	5:00pm-7:00pm	CBJ Room 224
Thu	5/19/2016	Finance Committee	5:00pm-7:00pm	CBJ Room 224
Thu	5/26/2016	Regular Board Meeting	5:00pm-8:00pm	CBJ Assembly Chambers

June 2016

Wed	6/22/2016	OPS/Planning Committee	5:00pm-7:00pm	CBJ Room 224
Thu	6/23/2016	Finance Committee	5:00pm-7:00pm	CBJ Room 224
Thu	6/30/2016	Regular Board Meeting	5:00pm-8:00pm	CBJ Assembly Chambers

2016 CBJ Docks & Harbors Board Meeting Schedule

(Tentative- Updated October 6, 2015)

July 2016

Wed	7/20/2016	OPS/Planning Committee	5:00pm-7:00pm	CBJ Room 224
Thu	7/21/2016	Finance Committee	5:00pm-7:00pm	CBJ Room 224
Thu	7/28/2016	Regular Board Meeting	5:00pm-8:00pm	CBJ Assembly Chambers

August 2016

Wed	8/17/2016	OPS/Planning Committee	5:00pm-7:00pm	CBJ Room 224
Thu	8/18/2016	Finance Committee	5:00pm-7:00pm	CBJ Room 224
Thu	8/25/2016	Regular Board Meeting	5:00pm-8:00pm	CBJ Assembly Chambers

September 2016

Wed	9/21/2016	OPS/Planning Committee	5:00pm-7:00pm	CBJ Room 224
Thu	9/22/2016	Finance Committee	5:00pm-7:00pm	CBJ Room 224
Thu	9/29/2016	Regular Board Meeting	5:00pm-8:00pm	CBJ Assembly Chambers

October 2016

Wed	10/19/2016	OPS/Planning Committee	5:00pm-7:00pm	CBJ Room 224
Thu	10/20/2016	Finance Committee	5:00pm-7:00pm	CBJ Room 224
Thu	10/27/2016	Regular Board Meeting	5:00pm-8:00pm	CBJ Assembly Chambers

November 2016

Wed	11/9/2016	OPS/Planning Committee	5:00pm-7:00pm	CBJ Room 224
Thu	11/10/2016	Finance Committee	5:00pm-7:00pm	CBJ Room 224
Thu	11/17/2016	Regular Board Meeting	5:00pm-8:00pm	CBJ Assembly Chambers

December 2016

Wed	12/7/2016	OPS/Planning Committee	5:00pm-7:00pm	CBJ Room 224
Thu	12/8/2016	Finance Committee	5:00pm-7:00pm	CBJ Room 224
Thu	12/15/2016	Regular Board Meeting	5:00pm-8:00pm	CBJ Assembly Chambers

2016

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□ Operations/CIP - Jenny □ Finance - Dolly □ Board - Teena