CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING AGENDA
For Thursday, September 24th, 2015

I. Call to Order (5:00 p.m. in City Hall Conference Room 224).

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

III. Approval of Agenda

MOTION: TO APPROVE THE AGENDA AS PRESENTED.

IV. Approval of August 27th, 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. Public Hearing – Notice of Proposed Changes to Regulations
   Amendment of Title 05, Chapter 20 (Small Boat Harbor Fees and Charges)
   Presentation by the Port Director

Board Questions

Public Comment

Board Discussion/Action

MOTION: TO APPROVE PROPOSED REGULATIONS CHANGES AND THAT ASSSEMBLY TAKE ACTION TO ADOPT .

2. Fritz Cove Beach Access Gate
   Presentation by the Port Engineer

Board Questions

Public Comment

Board Discussion/Action

MOTION: TO BE DETERMINED AT THE MEETING.

VIII. New Business

1. Boatyard Lease Amendment
   Presentation by the Port Director

Board Questions

Public Comment

Board Discussion/Action

MOTION: TO BE DETERMINED AT THE MEETING.

2. Contract Amendment for Construction Administration & Inspection for Cruise Ship Berths Project
   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 Howard Lockwood - Manager, Juneau Port Development

2. Surplus- M/V Icy Strait
   Presentation by the Harbormaster

3. Auke Bay Wake Zone Update
   Presentation by the Port Director

4. Douglas Harbor 65% Design
   Presentation by the Port Engineer

5. RFP- Downtown Harbor Facilities
   Presentation by the Port Engineer

6. Selection Committee – 4400 Thane Road Update
   Presentation by the Port Director

CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING AGENDA (CONTINUED)
For Thursday, September 24th, 2015

X. Committee and Member Reports

1. Operations/Planning Committee Meeting- Cancelled
2. Finance Committee Meeting- Cancelled
3. 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. Operations/Planning Committee Meeting –Wednesday, October 21st, 2015

b. Finance Committee Meeting – Thursday, October 22nd, 2015

c. Board Meeting – Thursday, October 29th, 2015

d. Harbor Fee Review Meeting – To be determined

e. Docks Fee Review Meeting – To be determined

XVI. Adjournment

CBJ Docks and Harbors Board
REGULAR BOARD MEETING MINUTES
For Thursday, August 27th, 2015

I. Call to Order.

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

II. Roll Call.

The following members were present: John Bush, Tom Donek, David Lowell, Robert Mosher, Mike Peterson, Budd Simpson, David Summers, and Tom Zaruba.

Absent: Robert Janes

Also present were the following: Carl Uchytil – Port Director, and Jerry Nankervis – Assembly Liaison.

III. Approval of Agenda.
Mr. Uchytil said Mr. Lockwood requested to move his Unfinished Business action item (2. Juneau Port Development) to Items for Information/Discussion.

Mr. Donek said Mr. Lockwood will be #1 under Information/Discussion.

Mr. Uchytil also wanted to add a Special order of business after Public Participation.

MOTION By MR. BUSH: TO APPROVE THE AGENDA AS AMENDED AND ASK FOR UNANIMOUS CONSENT.

Motion was approved with no objection.

IV. Approval of Previous Meeting Minutes.

Hearing no objection, the July 30th, 2015 Regular Board Meeting Minutes were approved as presented.

V. Public Participation on Non-Agenda Items –
Mr. Gary Parker, Juneau, AK
He said for the last five years he has had a neighbor's cat in Douglas Harbor coming down to his boat defecating and urinating on his boat. He has brought it to the owner's attention each year and the owner just laughs and doesn't take it seriously. He saw Dave Borg the Harbormaster this spring when his boat was full of cat excrement after being gone all winter. Mr. Parker said Mr. Borg said there was nothing he could do because there was nothing in regulation to deal with cats, only dogs, and he needed to go to Animal Control. He contacted the owner again and brought him to his boat and showed him the pictures of the cat on his boat and the owner asked what he was suppose to do? Mr. Parker said he has a cat himself and keeps the cat on a leash. He said he went to

Animal Control and showed them pictures of the cat in his boat, but not defecating. The Animal Control people said the owner of the cat could get a ticket or a stern talking to. Mr. Parker said he suggested the owner receive a stern talking to and make him understand this is not tolerable. He said he came back after being gone for almost three months and the cat urinated again on the boat which is worse because of the stink. He went to Animal Control again and they informed him that he needed to catch the cat in the act with photo date stamped pictures. Mr. Parker is asking the Board to amend or change the regulation to include cats as well as dogs.

Mr. Donek asked Mr. Uchytil to talk to Mr. Borg about this problem.

Special Order of Business –
Mr. Uchytil read a letter from the Territorial Sportsman Inc. writing to express thanks to the Docks & Harbor staff for the work done during this years salmon derby. There was a special recognition in the letter to Dave Borg, Bob Clauder, and Doug Unruh.

VI. Consent Agenda - None

VII. Unfinished Business –

1. 35% Design Review & Budget – Douglas Harbor

Mr. Donek said this plan has been through the various Committees, and the current plan is going to cost more than the funds available. He requested Mr. Uchytil to explain how Docks & Harbors could pay for this project.

Mr. Uchytil said currently in the Douglas Harbor CIP account is about $5 Million. This is $2.9 Million from a deferred maintenance bond, and a $2 Million harbor grant fund. Additionally, Docks & Harbors has $3.6 Million in our fund balance which is from the excess every year when our revenue exceeds our expenditures. This builds up and is used to fund Capital Improvement Projects. The CBJ Finance Department has projected about $500,000 of operating in the black for the Harbors through FY20. Mr. Uchytil said looking at the $3.6 Million fund balance, and following the Board recommendations at the Strategic Board Retreat, he would like to recommend holding $2 Million for a Harbor Grant program for Aurora Harbor which is a match to the State's $2 Million. He said given the State's financial woes, and this being classified as a Tier II program, he does not see Docks & Harbors being successful to receive this grant. The remaining monies from the Aurora Harbor Phase I project will be used to fund a comprehensive master plan for the area from Bridge Park to Norway Point. The master plan for Statter Harbor may be able to be funded from marine passenger fees or docks funds because it is a for-hire float to litigate the congestion. The other project to fund from the retreat was to secure

uplands staging for the cruise ship area and that would be appropriate use of marine passenger fees or dock funds.

Board Questions –
Mr. Zaruba asked what is the dollar amount for the added items in the Engineer's estimate?

Mr. Gillette said those items were added after the public comment period. Making the berths a little wider and extending them out a foot, which will extend the end walks, and make the end float 12x76 instead of 10x76. He doesn't have the dollar amount tonight, but he can get it.

Mr. Donek wanted Mr. Gillette to explain financially how Docks & Harbors would be able to fund this project.

Mr. Gillette went over his report on page 32 in the packet. The difference between timber glulam floats and timber and polytube floats are under $200,000, and the difference between timber and polytub floats w/retaining wall is under $400,000. However, the last option with retaining wall will give more useable space.

Mr. Donek said the Timber Glulam floats are off the table because we are too far in the project to change after we chose the polytub floats.

Mr. Peterson asked Mr. Gillette the life expectancy of the polytub floats?

Mr. Gillette said he doesn't know exactly, but the design is for 50 years.

Public Comment - None

Board Discussion/Action
Mr. Donek said one item identified as an added alternative could be the approach dock and new gangway.

Mr. Gillette said the items needed for the gangway come up to $505,000.

Mr. Donek said the additional gangway is something that could be completed later if the bids came in too high. The other thing to do is to take the approach dock out and add a retaining wall.

Mr. Gillette said if the retaining was left out, it would be $585,350 less. However, the overall project is higher. This will also add area for parking. Mr. Zaruba suggested to leave the southern fingers off A float as an added alternative as well and just have side tie for the larger vessels in that area.

Mr. Donek asked what the need for larger vessels to be able to moor in Douglas in the winter time?

Mr. Uchytil said his experience is vessels don't want to be in Douglas Harbor in the winter. Mr. Uchytil said the answer to Mr. Zaruba's earlier question is the added items after the public comment period dollar value is approximately $60,000.

Mr. Donek said the Board can only choose one added alternative.

Dennis Holloway, Harbor Officer, said Douglas Harbor in the summer time in it's original configuration is well used. In the winter time, no one wants to be there. By turning A float into a side tie area will be defeating all space you are trying to achieve. You will only have about four spaces versus 15 to 30. He said he is on the docks every day and to eliminate a gangway will be a mistake because this is a big space. This is a community project that should have been done 10 years ago.

Mr. Gillette said you can leave fingers off, but there will be additional cost when you want to add them because it isn't simple.

Mr. Bush asked if the Board could move this forward without having a determination on the total funding?

Mr. Gillette said when staff goes out to bid, we need to know if we have enough money to award the basic bid. This needs to be approved by the Board and then it goes to two Assembly meetings. This will take time.

Mr. Donek asked when is this scheduled to go out to bid?

Mr. Gillette said the end of the year.

Mr. Donek said he would like the Board to decide how to fund this tonight.

Mr. Simpson said he originally suggested to eliminate the fingers but for the little savings, it isn't worth it. Could there be savings by moving the gangway one way or another? Obviously there is savings by eliminating it all together, but that is a long way to walk. He doesn't like the current location which is in a dirt place with no real parking around it and not really a good set up. PND looked at extending the bulk head, and if it is built like shown in the PND drawing, it would mean we can't do the extension because the approach dock would be in the way. We can't make the parking any better as much as we should. He said he is concerned that we are building something that is necessary but not sure this is totally right. Mr. Simpson said he still recommends to move this forward.

Mr. Zaruba said having the ramp as the added alternative makes sense.

Mr. Peterson asked how much is added to the Harbor fund annually?

Mr. Uchytil said approximately $500,000.

Mr. Peterson asked Mr. Gillette with Statter Harbor only having one ramp how long it would take to fix this if something went wrong?

Mr. Gillette said it is new so he hopes nothing goes wrong. The reason there is only one gang ramp is because it meant redoing the whole area by the work float and that would have been cost prohibitive at that point. However, the long range goal is to get another ramp.

Mr. Donek said Docks & Harbors is $1 Million short for the Douglas Harbor project, and we are taking in $500,000 extra each year. If we were to go with the bulk headed fill, that will take two years of the Harbor reserve funds.

5:51 Mr. Summers requested a 5 Minute recess.

5:55 back in session.

MOTION By MR. SIMPSON: TO APPROVE THE 35% PLAN AND DIRECT STAFF TO MOVE FORWARD AS PRESENTED WITH THE ADDED ALTERNATE OF EXTENDING THE BULK HEAD TO THE POINT WHERE THE APPROACH DOCK AND GANGWAY ARE NOW AND TO COMPARE THOSE TWO PLACES AND POSSIBLITIES AND AUTHORIZE CONSISTENT TRANSFER OF $1.3 M FROM FUND BALANCE TO ENHANCE THE AVAILABLE FUND FOR THE PROJECT. (PND version #2)

Motion passed 6 yes – 1 no.

VIII. New Business - None

IX. Items for Information/Discussion

1. Juneau Port Development
   Howard Lockwood, Manager of Juneau Port Development LLC
   Mr. Lockwood showed a power point presentation (which is in the packet) on the entire Harbor Project final development plan for ATS 556A, as it is today. He will come back to the next Board meeting as an action item to request approval of the plan concept as presented.

   Mr. Peterson asked if Mountain Star Gold company he talked about in his presentation was going to help finance this Harbor project?

   Mr. Lockwood said yes, and he said you can look that up on the internet.

Mr. Peterson asked how much more money does Mountain Star Gold need to put into this project before there will start to be a return?

Mr. Lockwood said Mountain Star Gold is on a verbal commitment to move forward based on several different things he could explain in detail. If the Harbor doesn't move forward, the work will still continue but it will be different. He said they are in the process of putting $1Million in his bank account with a $3 Million collateral pledge.

Mr. Uchytil said Mr. Lockwood has had this lease in place since 2008. He read on page 48 of the packet 5 (c) of his lease:
"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 (which would have been 2011). The site plan, conceptual design, cost estimates, and construction plan and schedule for the development of the Lease 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 wiring by the parties. If lessee does not have the permits in place within 36 months after the effective date of this Lease, the Lease shall terminate; provided, Lessee may request in wiring 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 b the Port Director".
Mr. Uchytil said we are now on the second extension, the first was for two years, and the second was for one year expiring in October. Mr. Uchytil said in June Mr. Lockwood was sent a letter reminding him the lease will expire on October 31st. Juneau Port Development has to secure the necessary permits to construct a large scale harbor facility on the Juneau Waterfront. The Permits may include, but not limited to a Corps of Engineers section 404 permit, Alaska Department of Environmental conservation sampling plan for dredge materials , land disturbance is greater than anchor additional authorization under the construction general permit and storm water pollution prevention plan, CBJ Engineering grading permit, and CDD conditional use permit. Mr. Uchytil said the above five permits are needed before Mr. Lockwood would be issued any more extensions.

Mr. Lockwood said that is your interpretation of the lease and not the lease itself.

Mr. Donek said Mr. Lockwood has a letter that he needs to answer. He wants this to come back to the September Board meeting and have answers to Mr. Uchytil's letter. He would like it earlier rather than later.

Mr. Lockwood said he would do that.

2. PCC Conference

Mr. Uchytil said Docks & Harbors is hosting the Pacific Coast Congress Conference in September that consists of Harbormasters from California, Oregon, Washington, British Columbia, and Alaska.

Mr. Donek asked what the full registration for this event is?

Mr. Uchytil said $300.00 and they are expecting about 50 Harbormasters.

3. CBJ Emails for Empowered Boards

Mr. Uchytil said CBJ is making a move that all Empowered Board member's use CBJ email system. Part of this is the Open Meetings Act, and the ability to recover emails. Docks & Harbors already started this because there were some public emails that wanted the private emails for the Board members and he said he wouldn't give that information out so he created a Juneau.org for the Board members. Currently he has been sending the Board information to the Juneau.org email, but he is also blind copying to the Boards personal emails also. CBJ wants to get away from using any personal emails and only use the CBJ one. Another reason is you may be more relaxed in your personal emails, but when you use the CBJ one you know you are conducting official CBJ business.

Mr. Donek asked if he will still blind copy the personal emails?

Mr. Uchytil said not much longer.

Mr. Nankervis said another part of this is to not do reply all because it would be conducting business and would be in violation of the Open Meetings Act. Conducting business on the Juneau.org emails is the safe way to go.

Mr. Peterson asked if these emails were monitored by the City Clerk?

Mr. Uchytil said no. The concept is once you go to the server, you give up your privacy. Also unless you save your emails to another area, after 90 days the emails will be deleted.

Mr. Donek asked when this takes affect?

Mr. Uchytil said immediately.

Mr. Nankervis said the account isn't monitored, but recoverable.

Mr. Uchytil said there is also a telecommunication policy that will need to be signed by all the Board members.

X. Committee and Member Reports

1. Operations/Planning Committee Meeting – Wednesday August 12th, 2015
   Mr. Simpson reported the Committee heard;
   - The Fritz Cove access issues – There are two legitimate but opposing point of view. The Committee decided to put a lockable openable gate at the ramp access. This will still be accessible for kayaks and smaller non-trailered vessels.
   - The 35% Douglas Harbor Design
   - Mr. Summers made motions to address at a future meeting relating to relationships between Harbor staff and Harbor Patrons.

2. Finance Committee Meeting – Thursday August 20th, 2015
   Mr. Peterson reported the Committee heard;
   - The 35% Douglas Harbor Design
   - Appointed the Finance Committee Vice-Chair – David Lowell

3. Member Reports – None

XI. Port Engineers Report –
Mr. Gillette reported;
- Statter Harbor is still on schedule and moving forward.
- The Cruise Ship Berth project begins September 16th.
- Aurora Harbor is in the final close out.
- The Corps of Engineers has received proposals for dredging Douglas Harbor.
- The Auke Bay Loading Facility will be transferring to the boat yard functions on September 1st. Staff is going through the process to select a term contract architect to design the building.
- Working on a RFP for the master plan efforts for the area by Aurora and Harris.

Mr. Lowell asked if Docks & Harbors has a financial obligation for the Corps of Engineers dredging project?

Mr. Gillette said no. The PND's estimate for this dredging is $4 Million. The Corps has set aside $6 Million. If the Corps of Engineers did not pay for the dredging this project would not be moving forward.

XII. Harbormaster's Report – Mr. Borg was not present

XIII. Port Director's Report –
Mr. Uchytil reported;

- Staff received three proposals for the Thane Ore House. There will four staff and two Board members on the selection panel.
- There are pile jacking issues at Taku Harbor – PND is working on a solution.
- There has been concern with moving forward with 16B without providing for electrification. There is a task order for consulting with the national experts that do this professionally to make sure we are not doing something that could financially hurt us in the future. AEL & P says there will not be sufficient power to provide for the Cruise Ship Berths for 10 years and Juneau Hydro Power says they are building a power plant and will have excess capacity starting 2017.
- There is a $100,000 FEMA Grant that we are executing this month for cameras and radios for the Port.
- Aurora Phase I project is closing out.
- Staff is submitting an application for funding for Phase II of Aurora Harbor.
- Harri's Commercial Marine (Auke Bay Boat Yard Lease) is moving to the Auke Bay Loading Facility. Docks & Harbors is bringing a Sea Lift representative to give some training to Jeff Duvernay.
- There are design efforts for placing grates over the openings in the breakwater at Statter Harbor.
- Working on installing safety ladders at Statter Harbor and the new Aurora Harbor
- Fish & Game doesn't like the idea of having the Amalga Fish Cleaning float a remote fish cleaning station. They are asking to look at expanding the existing float.
- Docks & Harbors seasonal employees last day is September 25th.
- Manson Construction will be mobilizing on September 16th. They are requesting to use Douglas Harbor parking lot to store some of their pilings. Abby's Kitchen restaurant proposal would not likely happen until next summer. He said he will move forward with allowing Manson Construction to use the Douglas Harbor area.
- Docks & Harbors selected Parkeon, through a consultant, which is one of the three largest parking companies to take the place of Aparc after they went bankrupt. There have been some issues with Parkeon where some patrons at Statter Harbor have been charged multiple times when they pay for a transaction. Parkeon is still working out these issues.

- Staff will meet with the tourist and charter operators sometime in September before the end of the season.
- Staff is currently working on getting a survey for the Icy Strait which is a Harbor vessel at the ABLF. The intent is to put this on CBJ's public surplus site.
- The old Douglas log boom breakwater is on the public surplus site now with a minimum bid for $1,000.
- The MOA's to mitigate the loss of the Horton lot during construction are all secured and will provide parking next spring.
- GCI's quote for cable TV in Aurora Harbor is $137,000. They see no cost benefit to put this in, but they would do this if Docks & Harbors provided funding. Mr. Uchytil said we will not move forward with providing cable TV lines.

XIV. Assembly Liaison Report –

Mr. Nankervis reported at the Assembly meeting on August 10th,

- The Assembly appropriated $650,000 to the Manager for the housing first project of the $1.5 M already committed earlier in the year. Funds were provided by the lands development fund CIP.
- $3 Million was put toward the Salmon Creek secondary disinfection process which is the State of Alaska DEC grant money.
- Modified the lands use code as it relates to child and daycare facilities in an attempt to try and promote future investment in that business in town.
- $133,000 for the Statter Harbor Launch ramp was approved which was the AEL &P power pole issue.
- Approved the regulation changes pertaining to the ABLF and Statter Harbor parking and Staff Labor fees.
- The Fisherman's Memorial was suing CBJ to stop the 16B project and the Superior Court has turned them down, however, it might be taken to the next level.

XV. Board Administrative Matter

a. Assignment of Docks & Harbors Board Standing Committees Finance Chair- This was taken care of at the Finance Meeting.

Mr. Donek said Mr. Mosher will be on the Finance Committee and the Harbor Fee Review.

b. Operations/Planning Committee Meeting – Wednesday September 16th, 2015 – Cancelled conflict with PCC conference

c. Finance Committee Meeting – Thursday September 17th, 2015 – Cancelled conflict with PCC conference

d. Board Meeting – Thursday September 24th, 2015
Mr. Donek recommended to look at other dates in September for this meeting.

Mr. Simpson recommended to poll the Board Members to see when they could attend.

e. Harbor Fee Review Meeting – Mr. Donek said this will start again in October.

f. Docks Fee Review Meeting – Mr. Donek said this will start again in October.

XVI. Adjournment - The regular Board Meeting adjourned at 7:14 p.m.

Port of Juneau

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

NOTICE OF PROPOSED CHANGES TO REGULATIONS
Amendment of Title 05, Chapter 20
SMALL BOAT HARBOR FEES AND CHARGES

These regulation changes will be pertaining to the Recreational Daily Ramp fee, Annual Launch Ramp fee, and Commercial Launch Ramp fee.

Interested persons may obtain a full copy of the proposed regulations at any of the harbor offices, at the CBJ libraries, at the CBJ Clerk's Office, and online at www.juneau.org/harbors/proposed_regulations.php

The Board is holding public hearings on the proposed changes at their meeting on September 24th, 2015 in CBJ Room 224 at 5:00 pm. This will be presented to the Assembly on October 20th, 2015 at their 7:00 pm meeting in the CBJ Assembly Chambers. Written comments may also be submitted to the Port Director's Office by fax at (907) 586-0295, by hard copy at 76 Egan Drive, and online by web form at the above web address until 4:30 p.m. on September 24th, 2015.

The Board intends to take final action on the regulations immediately after the public hearing on September 24th, 2015.

Interested persons may obtain more information by calling the Port Director Carl Uchytil at 586-0294.

REGULATIONS OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Amendment of Title 05, Chapter 20
SMALL BOAT HARBOR FEES AND CHARGES

PURSUANT TO AUTHORITY GRANTED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU, THE DOCKS AND HARBORS BOARD PROPOSES TO ADOPT THE FOLLOWING AMENDMENT TO REGULATIONS:

Section 1. Authority. These regulations are adopted pursuant to CBJ Ordinance 01.60, 85.02.060, and 85.02.100.

Section 2. Adoption of Regulations. The City and Borough of Juneau Administrative Code is amended at 05 CBJAC 20.

05 CBJAC 20 Small Boat Harbor Fees and Charges, is amended to read:

...

05 CBJAC 20.060 Recreational boat launch fees.

(a) ~~Definition. The fee assessed to~~ Launch ramp permit required. A boat trailer owner or vehicle owner (when launching vessels without a trailer) ~~an owner~~ will obtain any and all necessary launch ramp permits for using one or more of the Douglas Harbor Boat Launches, the Harris Harbor Boat Launch, the North Douglas Boat Launch, the Statter Harbor Boat Launch, ~~the Tee Harbor Boat Launch,~~ the Amalga Harbor Boat Launch, and the Echo Cove Boat Launch to launch and recover recreational vessels. Use of the Kayak Launch Ramp at Amalga Harbor is free and does not require a launch ramp permit.

(b) ~~Launch ramp fee period.~~ Assessment of launch ramp permit fees. Launch ramp permit fees will be assessed ~~on an calendar year or calendar day basis~~ as provided in section (h) of this regulation.

(c) ~~Payment deadline.~~ Payment of launch ramp permit fees. An owner may pay the annual launch ramp permit fee at any time during the calendar year. The owner must pay the daily launch ramp fees in advance ~~before the day~~ of use. ~~An owner that has not paid the annual fee will be assessed the daily fee.~~

(d) Application requirements for all launch ramp permits. An applicant can only purchase a launch ramp permit for trailer(s) or vehicle(s) the applicant owns. Each application for an annual launch ramp permit or supplemental launch ramp permit as provided in these regulations, must affirm the owner's home address by providing a valid driver's license and showing the address on the valid driver's license matches the address indicated on the trailer registration or vehicle registration. Trailers or vehicles with jointly registered owners require the same verification of drivers' license address and vehicle or trailer registration address.

(e) Permit Decal. Each trailer plate number or vehicle plate number shall be displayed with an indelible marker on the permit decal.

(f) Additional launch ramp permits for owners of multiple trailers.

(1) An applicant for a single annual launch ramp permit may obtain up to two supplemental annual launch ramp permits. Administrative fees apply to any and all requested supplemental launch ramp permits.

(2) If an applicant seeks to register a fourth trailer, the applicant must purchase an annual launch ramp permit. In purchasing this fourth annual launch ramp permit, the applicant may obtain up to two supplemental annual launch ramp permits. Administrative fees apply to any and all of these requested supplemental launch ramp permits.

(3) If an applicant needs additional annual launch ramp permits beyond the number outlined in (f)(1) and (f)(2) of this section, the applicant must purchase an annual launch ramp permit(s) for each additional trailer.

(4) Trailers titled by a business, corporation, partnership, or other legally binding relationship are not entitled to multiple trailer permits under this section.

(g) Launch ramp permits for vehicular use of launch ramps by non-trailer vessels.

(1) Vessels (including but not limited to kayaks, skiffs, canoes, rowboats, paddleboards, sailboats, inflatables and water toys) launched at facilities as outlined in section (a) of this regulation, to include the adjacent parking lots, are required to purchase a launch ramp permit.

(2) The launch ramp permit shall be conspicuously adhered to the vehicle in use at the facility.

(3) Individual vehicle owners will be provided the opportunity to obtain multiple additional launch ramp permits as provided in section (f) of this regulation. Administrative fees apply for all additional launch ramp permits.

(4) There are no additional fees for vehicles using the facilities noted in section (a) of this regulation which are not engaged in launching or recovering vessels.

(h)~~(d)~~ Recreational launch ramp permit fees. Recreational launch ramp permit fees, including administrative fees, will be assessed ~~for each calendar year calendar day or portion thereof,~~ as follows:

~~Calendar Year~~ Annual	$90.00
~~Calendar Day~~ Daily	$15.00 ~~$14.00~~
Administrative Fee for Additional Permit(s) or Lost Decal(s)	$5.00 each

05 CBJAC 20.070 Fees for commercial use of boat launches.

(a) Definition. The fees assessed to an owner for using one or more of the Douglas Harbor Boat Launches, the Harris Harbor Boat Launch, the North Douglas Boat Launch, the Statter Harbor Boat Launch, ~~the Tee Harbor Boat Launch,~~ the Amalga Harbor Boat Launch, Auke Bay Loading Facility, and the Echo Cove Boat Launch for any type of commercial use.

(b) Annual fee. A commercial user of the launch ramps must pay an annual fee prior to using a launch ramp ~~each calendar year~~ as follows:

~~$ per calendar year~~Annual Fee	$250.00 per trailer ~~$225.00~~

(c) Freight use fee. In addition to other fees set out in 05 CBJAC 20, a person using a launch ramp for freight use must pay the fees set out in this subsection. Freight use means the use of a launch ramp for any purpose other than launching and recovering a recreational vessel. ~~A person may pay the personal use freight fee set out in this subsection if the freight use is limited to non-commercial use. All other persons must pay~~ ~~t~~ The commercial use fee~~. The Harbormaster shall assess freight use fees by duration of use per calendar day~~ will be as follows:

Commercial Use Fee	$60.00 for the first hour; and $30.00 for each additional hour
~~Personal Use Fee~~	~~Up to ¼ hour: no charge~~ ~~Over ¼ hour: $15.00 per half-hour of use beyond ¼ hour with $15.00 minimum charge~~

(d) Freight staging fee. A person staging freight shall pay a fee of $25.00 per 24-hour period per 1,000 square feet of staging area space or portion thereof used, except when the staging operation is less than four hours in duration.

(e) Special fee for launch ramp tour activities. Persons using the launch ramps for tour activities are subject to additional fees established through the permit program established in 05 CBJAC 01.

...

Section 3. Notice of Proposed Adoption of a Regulation. The notice requirements of CBJ 01.60.200 were followed by the agency. The notice period began on _____, which is not less than 21 days before the date of adoption of these regulations as set forth below.

Adoption by Agency

After considering all relevant matter presented to it, the agency hereby amends these regulations as set forth above. The agency will next seek Assembly review and approval.

Date: _____

_____
Carl Uchytil
Port Director

Legal Review

These regulations have been reviewed and approved in accordance with the following standards set forth in CBJ 01.60.250:

(1) Its consistency with federal and state law and with the charter, code, and other municipal regulations;
(2) The existence of code authority and the correctness of the required citation of code authority following each section; and
(3) Its clarity, simplicity of expression, and absence of possibility of misapplication.

Date: _____

_____
Christopher F. Orman
Assistant Municipal Attorney

Assembly Review

These regulations were presented to the Assembly at its meeting of _____. They were adopted by the Assembly.

Date: _____

_____
Laurie J. Sica, Clerk

Filing with Clerk

I certify, as the clerk of the City and Borough of Juneau, that the following statements are true:

1. These regulations were accepted for filing by the office of the clerk at ___:___ a.m./p.m. on the _____ day of _____, _____.
2. After signing, I will immediately deliver or cause to be delivered copies of this regulation to the attorney and the director of libraries.
3. A permanent file of the signed originals of these regulations will be maintained in this office for public inspection.
4. Effective date: _____.

Date: _____

_____
Laurie J. Sica, Clerk

From: Teri Camery
To: Gary Gillette
Cc: Beth McKibben
Subject: RE: Fritz Cove Road Access - Grandfather Rights
Date: Friday, September 18, 2015 12:00:15 PM

Hello Gary,

Thank you for your questions.

A use is considered a grandfather right if it was an established use at a time when it was legal in the code. In this case, we don't have information on when the use began or how long it continued, so we can't determine if it was an established legal use at the time and therefore a grandfather right. If the use has been discontinued for a year, then the grandfather right (more formally known in CBJ code as a legally non-conforming use) goes away.

Please let me know if you have further questions.

Cheers,
Teri

Teri Camery, Senior Planner
City and Borough of Juneau
Community Development Department
155 S. Seward
Juneau, AK 99801
(907) 586-0755

Please consider the environment before printing this email.

From: Gary Gillette
Sent: Tuesday, September 15, 2015 3:14 PM
To: Teri Camery
Cc: Beth McKibben
Subject: Fritz Cove Road Access - Grandfather Rights

The Fritz Cove access issue is not done yet. We have been asked to bring this to the Harbor Board on Sept 24.

One outstanding issue is grandfather rights. At one of our meetings someone asked about GF rights because he remembered launching a boat with his father back in the 1960s or thereabouts. On the other hand we heard from someone else that the problems only started when a contractor moved the rocks which blocked access to the beach in about 2005 when they were developing Spuhn Island.

Could you please inform us of what constitutes GF rights and how long do they apply?
If the access was indeed blocked – how long would the access need to be blocked to affect GF rights?

Gary H Gillette, Architect
Port Engineer
155 S. Seward Street
Juneau, Alaska 99801
907-586-0398
907-586-0295 (fax)
gary.gillette@juneau.org **Please Note New E-Mail Address**

Port of Juneau

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

From: Carl Uchytil, P.E., Port Director
To: Docks & Harbors Board
Date: September 18th, 2015
Re: LEASE AMENDMENT- AUKE BAY BOATYARD

1. Docks & Harbors entered into to lease agreement with Juneau Marine Services (dba Harri Commercial Marine) in 2008. Under the agreement, HCM is entitled to renegotiate the Auke Bay Boatyard lease when "a new haul out facility is constructed". In February 2015 the necessary CBJ Conditional Use Permit was received to operate a boatyard at the ABLF. In March 2015, Docks & Harbors re-confirmed a plan to relocate the boatyard to the Auke Bay Loading Facility (ABLF). In July the necessary ADEC Multi-Sector Use Permit and Storm Water Pollution Prevention Plan (SWPPP) requirements were met. HCM has indicated their desire to exercise the option to operate the boatyard relocated to the ABLF and entered into a MOA in August 2015.

2. The original lease rent was set at $10,000 per year. The lease calls for the rent to be adjusted every five years, the lease rent was adjusted to $15,000 per year in 2013. In August 2015, Horan & Company was contracted to appraise the proposed boatyard at the ABLF. Horan & Co determined the lease rent at the new location to be $27,000.

3. Relocating the boatyard from Statter Harbor to the ABLF requires a lease amendment approved by the Assembly.

#

Encl: (1) 2008-08 Non-code Ordinance
(2) MOA dated August 3rd, 2015
(3) Horan & Company Appraisal dated August 15th, 2015

Presented by: The Manager
Introduced: 03/10/2008
Drafted by: J.W. Hartle

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2008-08

An Ordinance Authorizing the Port Director to Negotiate and Execute a Lease of Approximately 40,510 Square Feet of Land Within U.S. Survey 16, for Operation of the Auke Bay Boatyard, Travel Lift, and Related Equipment and Improvements, at DeHart's Marina in Auke Bay.

WHEREAS, on August 31, 2007, the City and Borough of Juneau Docks and Harbors Department issued a Request for Proposals (Proposal No. DH08-022), from persons interested in operating the Auke Bay Boatyard facility and marine travel lift at DeHart's Marina in Auke Bay, and related equipment and improvements, under a lease with the Docks and Harbors Department; and

WHEREAS, the current lessee operator of the Auke Bay Boatyard facility is ceasing operation of the facility on April 30, 2008; and

WHEREAS, the Request for Proposals provided that the new lessee operator will need to begin operation of the boatyard facility on May 1, 2008, in order to provide uninterrupted service to users; and

WHEREAS, Docks and Harbors received four proposals in response to the Request for Proposals, which were reviewed by an evaluation committee composed of the chair of the Docks and Harbors Board, the chair of the Board's Finance Committee, the Port Director, and the Harbormaster; and

WHEREAS, the proposal submitted by Juneau Marine Services, Inc., received the highest ranking in the scoring of the proposals, and based on that outcome, the evaluation committee recommended that the lease be awarded to Juneau Marine Services, Inc.; and

WHEREAS, the Docks and Harbors Board Finance Committee reviewed that recommendation at its meeting on December 20, 2007, and recommended that the Docks and Harbors Board approve the award of the lease; and

WHEREAS, at its meeting on January 31, 2008, the Docks and Harbors Board reviewed the Finance Committee's recommendation and approved award of the lease to Juneau Marine Services, Inc.; and

WHEREAS, the Board is authorized in CBJ 85.02.060(a)(5) to lease lands as provided in CBJ Chapter 53.20, and any action required by CBJ Title 53 of the City Manager may be performed by the Port Director; and

WHEREAS, CBJ 53.20.020 authorizes the lease of lands owned by the City and Borough, including tidelands and submerged lands, by ordinance under such procedures and minimum terms and conditions as set forth in the ordinance.

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

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

Section 2. Authorization to Lease. The Port Director is authorized to negotiate and execute a lease to Juneau Marine Services, Inc., of approximately 40,510 square feet of City and Borough land within U.S. Survey No. 16, known as the Auke Bay Boatyard, for operation of the boatyard service facility and marine travel lift, and related equipment and improvements, at DeHart's Marina in Auke Bay, consistent with the terms and conditions set out in the Request for Proposals, Proposal No. DH08-022, issued by the Docks and Harbors Department on August 31, 2007. The Port Director is further authorized to execute the lease to commence on May 1, 2008, so as to ensure uninterrupted operation of the Auke Bay Boatyard for users.

Section 3. Description of Leased Property. The real property, equipment, and improvements to be leased are more particularly described as follows:

(A) The real property known as Lot 3 C, as depicted in the subdivision of U.S. Survey No. 16, according to Plat 2003-15, Juneau Recording District, First Judicial District, State of Alaska, consisting of approximately 40,510 square feet, as shown on Exhibit A, Site Map, to this ordinance. The use periods authorized for the leased real property are as follows:

(1) Lessee is granted year-round use of the property shown as Area 1 in Exhibit A;

(2) Lessee is granted year-round use of the property shown as Area 3 in Exhibit A, except that the City and Borough may use that property for marina parking during the holiday/event weekends of Memorial Day, Fourth of July, the Golden North Salmon Derby, and Labor Day; and

(3) Lessee is granted use of the property shown as Area 2 and Area 4 in Exhibit A during the period of September 15 to and including May 15 of each year.

(B) The equipment and physical improvements listed on Exhibit B to this ordinance.

Section 4. Minimum Essential Terms and Conditions. The lease is subject to the following minimum essential terms and conditions:

(A) The leased property, equipment, and improvements, known as the Auke Bay Boatyard, shall be used by Lessee for operation of a boatyard service, repair, and storage facility, and marine haul-out, consistent with the Operations Plan submitted by Lessee as part of its proposal for this lease dated October 31, 2008.

(B) The lease shall be for a term of ten years, or until such time as a new boat haul-out facility is constructed at Auke Bay, whichever is sooner. In the event a new boat haul-out facility is constructed during the term of the lease, the City and Borough agrees to offer Lessee a new lease, provided the new lease terms, including the lease payment, will be amended as necessary to address any new terms and conditions of the new lease, and to comply with any new code provisions.

(C) The annual lease payment for the first five years of the term shall be $10,000.00 per year with the first payment due on the effective day of the lease, plus sales tax.

(D) Beginning with the first year after the initial five-year period of the term of the lease, the Port Director will re-evaluate and adjust the annual lease payment for the leased property, equipment, and improvements for the next five-year period of the term in accordance with CBJ 53.20.190(2). The new annual lease payment amount shall be paid retroactively to the beginning of the lease payment adjustment period. Lessee shall pay all appraisal costs associated with re-evaluating and making adjustments to the annual lease payment.

(E) Lessee shall be responsible for obtaining all necessary permits and approvals for any further development of the leased property or improvements. In addition, Lessee is required to obtain approval of its development plans from the City and Borough Docks and Harbors Board prior to any further development of the leased property or improvements.

(F) Lessee shall indemnify, defend, and hold harmless the City and Borough and its officers and employees for any claims related to or arising out of Lessee's use, operation, and maintenance of the leased property, equipment, and improvements, and any further development of the leased property or improvements by Lessee.

(G) The lease shall include all provisions of the standard City and Borough land lease form not in conflict with this ordinance, and any other provisions that the Port Director determines to be in the public interest.

Section 5. Execution. The lease authorized by this ordinance may be enforced according to its terms notwithstanding any procedural or substantive deviations or differences from CBJ Title 53.

Section 6. Effective Date. This ordinance shall be effective 30 days after its adoption.

Adopted this 7th day of April, 2008.

Bruce Botelho, Mayor

Attest:

Laurie J. Sica, Clerk

DEHART'S MARINA BOATYARD

EXHIBIT A.

1" = 32' approx. 40,510 sq. ft

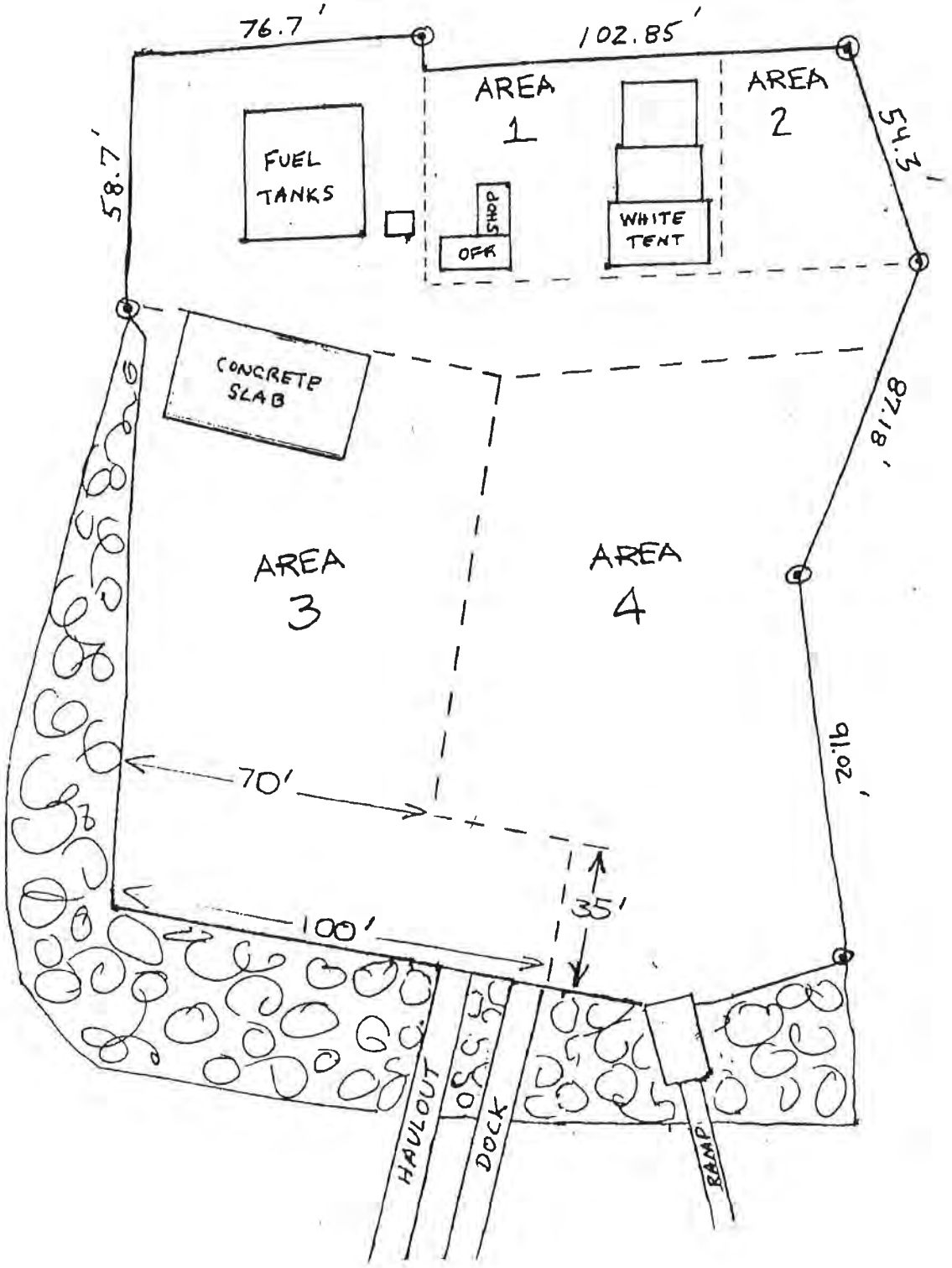


Exhibit A - Site Map Ord. 2008-08

Exhibit B – Equipment Inventory

1. Marine Travelift, Model 15AMO
2. Travelift Dock
3. Cat C B18 Forklift
4. Filtering System Equipment
5. Air Compressor
6. Portable Power Washer
7. 82 Miscellaneous Portable Boat Supports
8. Gas Welder
9. Propeller Puller
10. Drill Press
11. Reddy Heater
12. Sand Blaster Tank
13. Porter-Cable Sander
14. Large Storage Tent
15. Small Storage Tent
16. Office and Shop Buildings

CITY & BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY
DOCKS & HARBORS

Port of Juneau

155 S. Seward Street • Juneau, AK 99801
(907) 586-5255 Phone • (907) 586-2507 Fax

MEMORANDUM OF AGREEMENT

August 3rd, 2015

1. This Memorandum of Agreement (MOA) establishes the general guidance between CBJ Docks & Harbors and Harri Plumbing & Heating (dba Harri Commercial Marine) pertaining to the April 10th, 2008 Auke Bay Boatyard lease.
2. Docks & Harbors Board reaffirms the need for a commercial, privately maintained boatyard with waterborne access in the Auke Bay area. The Board has determined the highest and best use of the property currently under lease at Statter Harbor is not a commercial boatyard and desires to relocate the existing facility to the Auke Bay Loading Facility (ABLF). Harri Commercial Marine agrees unconditionally to relocate the Auke Bay Boatyard from the Statter Harbor to Auke Bay Loading Facility.
3. The overarching goal of this MOA is to establish an orderly transition of the boatyard operations prior to September 1st, 2015. It is the intentions of both parties, that as of this date, Harri Commercial Marine will have management authority over the property depicted in the attached and will relinquish all interests at Statter Harbor. It is understood that the lease amendment approved by the Board and Assembly will not be in place prior to September 1st. The parties agree to work towards appropriate financial lease rent compensation called for within the terms of the original lease and lease amendment.
4. With the exception of location, terms of the 2008 Auke Bay Boatyard lease will remain in force until amendment of subject lease.
5. In preparation for standing up the ABLF Boatyard. Docks & Harbors has received Conditional Use Permit approval from the CBJ Planning Commission on January 29th, 2015.
6. ADEC approved Docks & Harbors Multi Sector General Permit for Storm Water Pollution Prevention Plan (SWPPP) effective July 14th, 2015. Harri Commercial Marine agrees to submit a NOI for a similiar permit with ADEC not later than August 21th, 2015. Docks & Harbors intends to file to terminate said permit within 7 days of Harri Commercial Marine's completed NOI is posted on ADEC's Storm Water Permit Search website.
7. Docks & Harbors agrees to pursue improvement to the facilities as depicted in attached without cost to the lessee. These improvements may not be completed prior to the September 1st, 2015 transfer date.
    a. Seasonal Water Supply
    b. Covered Work Garage (approximate dimensions 20' W by 50' L) with 50 amp electrical service
    c. Office building (approximate dimensions 12' by 16') with electrical service
    d. Shop/Storage facility (approximate dimension 8' by 40') with electrical service

e. Entrance fence with sliding security gate.

8. Docks & Harbors shall be provided access and will maintain the existing Utility Building and its equipment on the SW corner of the ABLF Boatyard.
9. Harri Commercial Marine agrees transport all equipment, tools and business ancillaries to the ABLF at no cost to Docks & Harbors. The existing 18-ton Marine Travel Lift will remain at Statter Harbor for disposition by Docks & Harbors.
10. Harri Commercial Marine will maintain and operate the portable washdown within the designated Boatyard.
11. Harri Commercial Marine will not have exclusive use of any part of the ABLF Drive-down Float, but is not prohibited from providing services to vessels.
12. Docks & Harbors as part of the Alaska Clean Harbor program will provide an oil waste repository outside the ABLF Boatyard for use by patrons and Harri's Marine Services. Docks & Harbors will not provide trash receptacles for the Boatyard use. Harri's Marine Services shall provide necessary toilets and sanitation for said personnel.
13. Harri Commercial Marine shall maintain all oil/water separators on premises as required within the SWPPP and make required reports.
14. SEALIFT Self-Propelled Hydraulic Boatlift (SPHB). Harri Commercial Marine shall have exclusive use of the SPHB and agrees to operate and maintain in strict compliance with the manufacturer's recommendation.
    a. Training. At no cost to Harri Commercial Marine, Docks & Harbors will arrange through the manufacturer, one-time training for Harri Commercial Marine in Juneau for operations and maintenance of the SPHB. Docks & Harbors intends to provide reasonable employee oversight to assist in the transition.
    b. Transfer. Harri Commercial Marine shall provide a detailed inspection report to Docks & Harbor upon formally receiving the SPHB indicating the overall condition and noting existing damage.
    c. Maintenance. Harri Commercial Marine agrees to the annual maintenance of the SPHB in strict accordance with the original equipment manufacturer. The maintenance must be performed by the OEM or a third party service provider specifically tasked with maintaining in accordance with the OEM recommendation.
15. For the first year of operations, Harri Commercial Marine agrees to fees enacted by the July 30th Docks & Harbors Board pertaining to (1) Auke Bay Loading Facility – Haul-out Fees; (2) Vessel Storage fees; and (3) Boat Stand rental fees.

#

Carl J. Uchytil Digitally signed by Carl J. Uchytil DN: cn=Carl J. Uchytil, o=City & Borough of Juneau, ou=Docks & Harbors, email=Carl.Uchytil@juneau.org, c=US Date: 2015.08.03 14:45:56 -08'00'

Carl Uchytil, P.E
Port Director
CBJ Docks & Harbors

Jeff Duvernay
Owner
Harri Plumbing & Heating

APPRAISAL REPORT
MARKET RENTAL VALUE
BOAT HAUL-OUT FACILITY AT
AUKE BAY LOADING FACILITY
JUNEAU, ALASKA

PREPARED FOR: City and Borough of Juneau Docks and Harbors
155 S. Seward Street
Juneau, Alaska 99801

PREPARED BY: Charles Horan, MAI
Horan & Company, LLC
403 Lincoln Street, Suite 210
Sitka, Alaska 99835

EFFECTIVE DATE: August 15, 2015

REPORT DATE: August 21, 2015

OUR FILE NO.: 15 – 089

HORAN & COMPANY

REAL ESTATE APPRAISERS/CONSULTANTS

CHARLES E. HORAN MAI / WILLIAM G. FERGUSON,
JOSHUA C. HORAN, AND SHEILA M. KRAMER

403 LINCOLN STREET, SUITE 210, SITKA, ALASKA 99835
PHONE NUMBER: (907)747-6666 FAX NUMBER: (907)747-7417
commercial@horanappraisals.com

August 21, 2015

Carl Uchytil, P.E., Port Director
Borough of Juneau Docks and Harbors
155 S. Seward Street
Juneau, Alaska 99801 VIA Email teena_scovill@ci.juneau.ak.us

Re: Appraisal Report Market Rental Value Boat Haul-Out Facility at Auke Bay Loading Facility, Juneau, Alaska

Dear Mr. Uchytil,

The CBJ Docks and Harbors Department (CBJ) is in negotiations with Jeffrey Duvernay to move its lease space from the existing Auke Bay Boatyard to the Auke Bay Loading Facility (ABLF). To assist in these negotiations you asked us to prepare an appraisal report to estimate the market rent under a hypothetical rental situation at ABLF. The intended use of this appraisal is to assist in these negotiations. The intended users are the CBJ Docks and Harbors decision makers and management and the perspective lessee, Jeff Duvernay. This appraisal is not intended for any other use or for any other users.

There is no private use operating history for the proposed facility. In this case, we have briefly considered the experience of the present operator in the context of this changing market, reviewed other government subsidized boat haul-out facilities and the income they may generate. We have found these facilities are generally not economically feasible. However, they are desirable for the overall economy and support of the local boat fleets. We reviewed the inventory of haul-out facilities throughout the region. Most of these are publicly owned and operated. The privately run facilities are not leased out. They are usually operated in conjunction with other marine industrial business services. There are instances of limited land leases in Wrangell and two marine travelift haul-out leases in Juneau which were

considered for comparison rent basis. Giving principle weight to these Juneau leases and considering the other background information, it is my opinion a reasonable market rental rate for the hypothetically proposed lease as of August 15, 2015 is as follows:

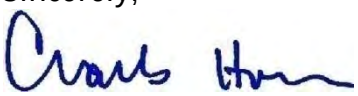
$27,000 per year

It is assumed that the lessee would have exclusive use of the 45 ton Sea-Lift self-propelled hydraulic trailer, about 36,000 square feet of uplands in the designated ABLF and shared use of the concrete loading ramp and nearby drive down dock. It is further assumed that the lease would be fully net where by the lessee pays all operating and upkeep expenses.

Your attention is invited to the remainder of this report which sets forth the Assumptions and Limiting Conditions and Certification of Appraisal in the addenda, and the most pertinent data considered in estimating the market rent of the subject property. This appraisal report is intended to comply with the rules and regulations as set forth by the Uniform Standards of Professional Appraisal Practice (USPAP) and the City and Borough of Juneau's Appraisal instructions.

If you have any questions or comments, please feel free to contact us at your convenience.

Sincerely,



Charles E. Horan, MAI

Horan & Company, LLC

TABLE OF CONTENTS

1 Introduction....5
1.1 Lessee Contact, Inspection & Effective Date....5
1.2 Scope of Appraisal and Methodology....5
1.3 Description of Proposed Lease Property at ABLF....6
2 Valuation....8
2.1 Background Experience of Current Operator....8
2.2 Facility Survey & Experience of Other Subsidized Facilities....9
2.3 Market Annual Rent Estimate....11

Addenda:
Certification
Subject Photographs
Sales Location Map
Comparable Write ups
Assumptions and Limitations
Definitions
Area Analysis and Neighborhood Description
Qualifications

1 INTRODUCTION

The purpose of this appraisal is to estimate the annual market rent of a hypothetical lease of the subject property further described in this report and outlined in a letter of transmittal.

The CBJ Docks and Harbors Department (CBJ) is in negotiations with Jeffrey Duvernay to move its lease space from the existing Auke Bay Boatyard to the Auke Bay Loading Facility (ABLF) about a mile west, adjacent, just beyond the ferry terminal. We had previously estimated a market rental for the AC Bay Boatyard Facility[1]. This report builds on that work and suggests value parameters that would assist in negotiating this move. The purpose, Intended Use, Intended Users and Hypothetical Ease Conditions are as stated in the letter transmittal.

It's assumed that the readers and reviewers of this report are familiar with the social, political and economic trends within the Juneau market as they relate to this facility, which are summarized in the addenda.

1.1 LESSEE CONTACT, INSPECTION & EFFECTIVE DATE

The perspective lessee was interviewed by phone August 18, 2015 by myself, Charles Horan, MAI. I am familiar with the site, having viewed it on several occasions relative to other work in this neighborhood. Joshua Horan, appraiser, inspected and photographed the site August 15, 2015 for the purpose of this assignment. This inspection date is the effective date of this appraisal.

1.2 SCOPE OF APPRAISAL AND METHODOLOGY

The description of the subject property is based primarily on documents furnished by the city and from discussions with the port director. This appraisal includes personal property in the form of a Sea-Lift 45 ton self-propelled hydraulic trailer. It's assumed it's operating and in functional condition. The parameters of the subject property under lease are as assumed in the outlined letter of transmittal and further described in this brief site description below. Please see the addenda for a summary of the Assumptions and Limiting Conditions, definitions and market background information.

Valuation Methodology

The client and appraiser both acknowledge there is limited market information by which to develop the direct comparison for rentals between the subject situation and other market evidence. The subject facility and hydraulic trailer were purchased with grant funding as is typical for these types of facilities in the region. The original cost has no relationship to

[1] Our job number 14-134 Retrospective Appraisal Report Rental Adjustment, effective date April 10, 2013, report date July 14, 2015.

economic rental value. There is no apparent link between the cost or market value of these facilities for their highest and best use and the rental value for their proposed lease use. Specifically, the cost to create the upland area is considerably higher than the value of the land constrained for boat haul-out use only. Also, the self-propelled hydraulic boat lift, purchased new in 2012 for nearly $530,000, would not be feasible given the likely return on investment.[2] Calculating the lease rate based on a percentage of value would not produce a feasible annual market rent.

The feasible income value or rent, which could be paid at this new location (ABLF), would be derived from the net operating income of the boat haul-out business. It is beyond the scope of this appraisal service to determine the feasibility of this type of business at this location. I have considered, as background information, an interview with Jeff Duvernay who is the current operator of the two city lease travelift facilities. Furthermore, I have also considered how these hydraulic boat trailer facilities operate in other markets. I developed an estimate of annual rent based on a qualitative ranking of the two CBJ travelift leases in Juneau and a summary of the lease at the Wrangell Marine Service Center run by the city in Wrangell.

1.3 DESCRIPTION OF PROPOSED LEASE PROPERTY AT ABLF

It is proposed that a portion of the Auke Bay Loading Facility would be leased for use at the boat haul-out staging and work area. Based preliminarily on this drawing, Figure 2.1, it would provide about 36,150 square feet of paved upland facility, adjacent to a shared use concrete drive down boat ramp, adjacent to a dock.

FIGURE 1.1 AUKE BAY LOADING FACILITY – SOURCE CBJ DOCKS AND HARBOR WEBSITE.

[2] The cost to recreate this land would probably be in excess of $40.00 per square foot (File09-052) at 36,150 square feet this indicates $1,446,000. Adding the cost of the hydraulic boat lift ($530,000) indicates a value of nearly one $1,976,000. At a nominal 9% return suggests a required lease rate of nearly $180,000/ year. The facility has never generated gross of over $40,000.

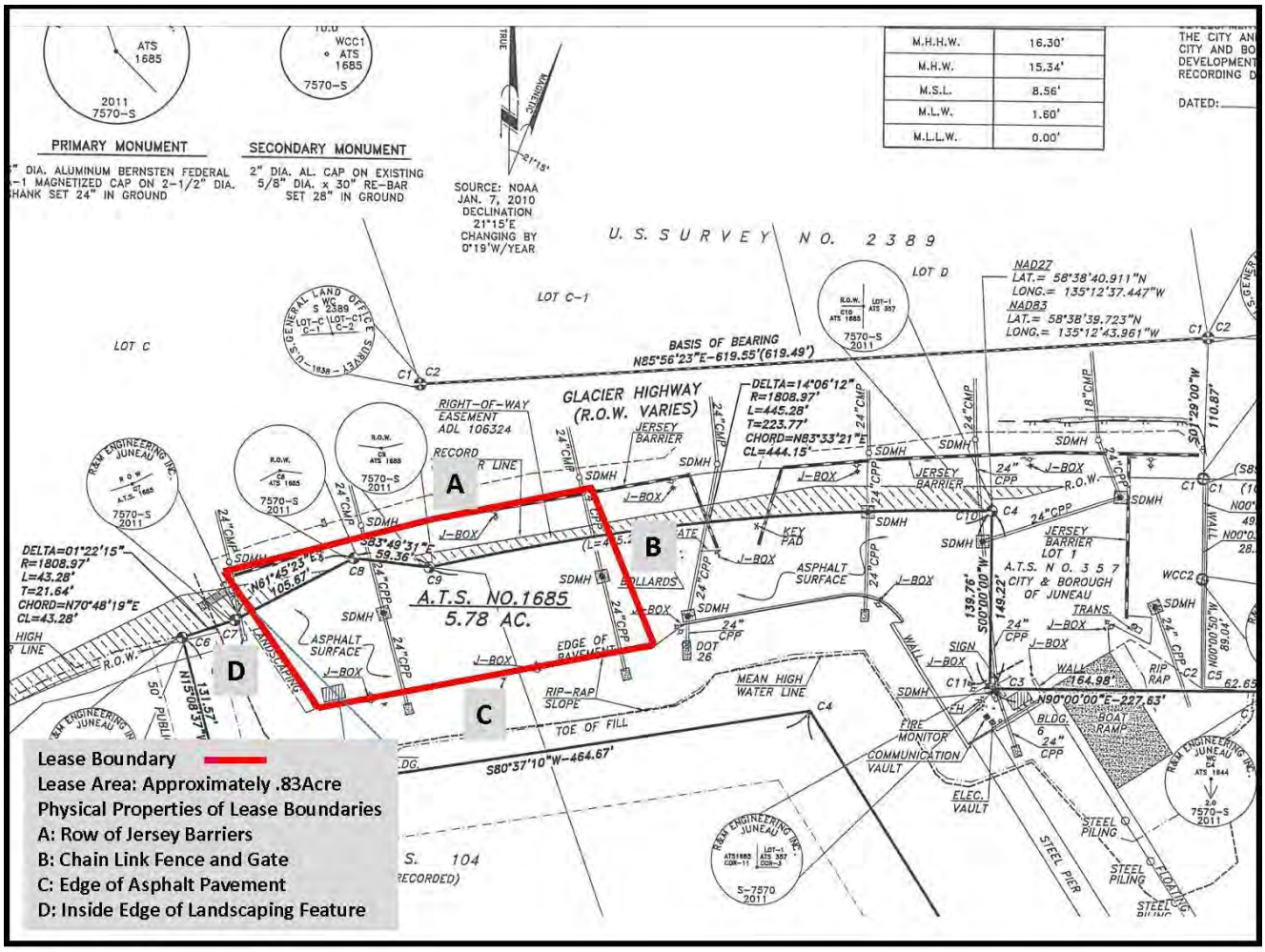


FIGURE 1.2 OUTLINE OF PROPOSED LEASE BOUNDARY.

As proposed new ABLF would also include the use of the CBJ's 45 ton Sea-Lift self-propelled hydraulic trailer which was put in service in 2012. Note figure 1.2 below shows the location of the propose yard area photo left approximates "Gear Storage Area" and the concrete loading ramp photo center right.

2 VALUATION

2.1 BACKGROUND EXPERIENCE OF CURRENT OPERATOR

The boat haul-out business in the Juneau market has been operated by Jeff Duvernay doing business as Harri's Commercial Marine (HCM). HCM has operated two boat haul-out facilities under two leases from the City Borough of Juneau; the Auke Bay Boat Yard at Statter Harbor and the downtown Juneau boat haul-out at Fishermen's Terminal.

Haul-out facilities, such as the subject, are highly desired as an amenity to a local boat fleet. Their success is dependent upon a high level of economic activity, which is ultimately supported by shore side marine services; however, the cost of developing and maintaining the haul-out facility is very expensive in terms of the required waterfront infrastructure, land and equipment. Due to the expensive cost of the equipment and infrastructure required and the limited number of boat haul-out opportunities in various weight and size classes, the viability of the boat haul-out businesses is constrained. Predominately, these facilities are operated by public agencies who supplement their development for the sake of community business opportunities.

Interviewing the subject facility operator indicated annual gross income from the Auke Bay Boat Haul facility has ranged from $100,000 down to $40,000 recently. The downtown facility at Fishermen's Terminal has grossed in the mid $400,000 range, but has declined to just over $300,000 in recent years. Both facilities gross had been declining due to equipment constraints, competition and superior bottom paint, which require less frequent applications. The operator felt the new facility would outperform the existing Auke Bay Boat Yard in part due to business taken from the downtown facility. However, he felt over time the business could grow with a superior equipment and facility at the ABLF. He commented that although the hydraulic trailer at the ABLF was new and more expensive, its boat haul capabilities were similar to the older travelift downtown. The hydraulic trailer could stack boats closer together configuring of approximately 16 at the ABLF. The travelift could haul boats of differing hull designs and larger wood boats then the hydraulic trailer. The travelift stacks about 14 boats at the Fishermen's Terminal facility.

The historic operation between these two facilities the in the past suggests a market of nearly $500,000. These two facilities have grossed less than $400,000 recently, but other lifts have taken some market share. There is an additional need to trailer boats to storage facilities, which can be done with smaller trailers, and is being done by several other businesses in the Juneau area.

The self-propelled 45 ton hydraulic boat lift at the ABLF appears to have been underutilized. A very rough summary of haul-out fees and related income from operation by CBJ range from $35,000 to just over $40,000 per year over the last 2 ½ fiscal years.

2.2 FACILITY SURVEY & EXPERIENCE OF OTHER SUBSIDIZED FACILITIES

Based on our knowledge of the region and an inventory of competing haul-out and moorage facilities summarized in 2013 by Northern Economics[1], we interviewed both public and private haul-out operators to determine the relationship between the cost or value of the facility and the income it would generate. The following description of the four facilities are typical for government sponsored and grant funded.

The **Hoonah Harbor Hydraulic Trailer Facility** includes a boat trailer with hydraulic lifts pulled around with a 950 frontend loader. There's a smaller IP 28 loader that moves boats around the yard. This facility pulls boats in the 26 to 40 foot range. The revenue is a rough estimate that comprises the roundtrip haul- out fee $12.00 per foot, $15.00 launch rent fee, blocking and additional storage fees which kick in after 10 days. The rough estimate gross income of $20,000 per year would just barely cover labor and operating cost, but certainly not equipment maintenance.[2] This facility was briefly leased to a third party operator in 2008 or 2009. The lease terms were $1.00 per year plus $25.00 per haul-out. Apparently the lease did not adequately specified whose responsibility it was for major and routine maintenance. The city terminated the relationship and felt it was in error due to lack of oversight for maintenance.[3]

The **Hoonah Travelift Facility** includes at least an acre of land, a travelift dock and a 220 ton travelift facility capable of pulling boats over 58 feet in length. It also has a wash down pad. The manager indicated it is labor intensive, and when operating, can pull or relaunch about four times a day with the busiest season being mid-April through June and August through September. The estimated gross revenue $130,000[4] per year pays for itself with a "little left over". There is no return or amortization of equipment or realty assets in this budget.

[1] Northern Economics, Preliminary Screening-Level Feasibility Assessment and Planning for a Marine Center at Saw Mill Cove Industrial Park. This was done for the Sitka Economic Development Association and the Sawmill Cove Industrial Park board at Sitka. It cites the source as compiled by Southeast Strategies, 2013. Please see a copy of this material titled Appendix B: Competing Haul-Out and Moorage Facilities.

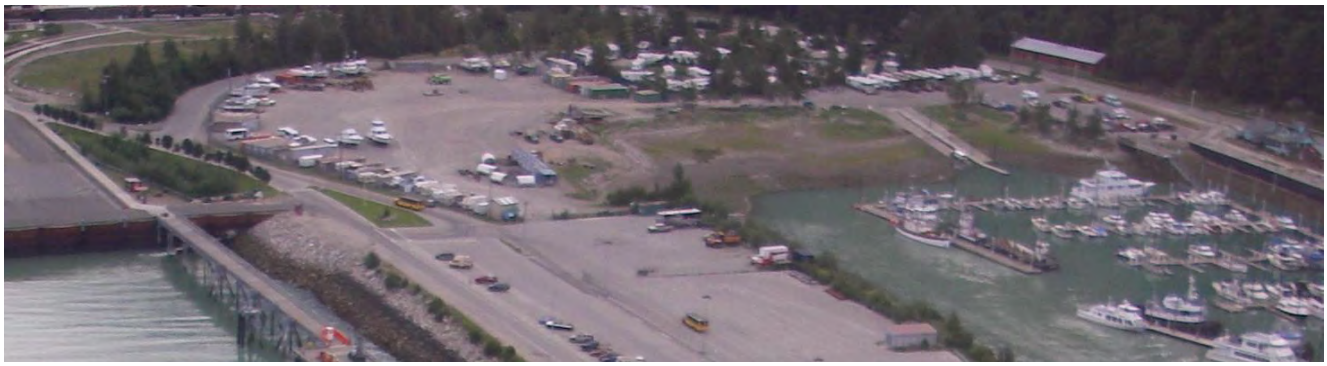
[3] Sherri Mills, harbor master 907-945-3670

[3] Former harbor Master Arlen Skafelstead 907-723 -8487

[4] Of this amount $52,500 was estimated is as haul-out revenue; $41,800 storage and $12,000 haul-out based on FY 2014 financials. Harry Staven Hoonah City Administrator.

The **City of Craig Hydraulic Trailer Facility** with drive down ramp and work area was developed 10 years ago in response to a need from their local fleet. They haul-out about 60+ boats a year. It services troll boats and most gillnetters, but is not able to serve the larger sein fleet boats; however, this covers about 85% of the fleet. Originally, the city hoped to lease out the facility to a private party, so they put out an RFP. Although they did receive a response, it required the city to pay for the type of insurance it wanted, it was too expensive, so the city decided to operate it on its own. It apparently works well, but stresses harbor staff during peak seasons. Typical revenue for last five years about $28,000[5]. The CFO of the city indicated the labor cost is probably just under that amount. Repair costs have averaged about $2,000 per year for the last five years, with some years being as high as $3,700 to $7,500.

The **Municipality of Skagway** has one small, older 20 ton and one large, newer 30 ton hydraulic trailer operated by the city that is similar to the Craig situation. They have had the trailer for less than two years and it cost about $250,000. Last year's fiscal revenue came in at $14,000. It is pulled around by a front end loader. Most people work on a gravel surface in the common staging area or have small lease areas around the perimeter of the harbor yard.



[5] Joyce Mason 907 826-3275 average last five years $26,100. Low year $20,300 another year $25,400 but typically $27,000 to $29,000.

TABLE 2.1 SUMMARY DESCRIPTION AND INCOME EXPERIENCE OF SELECTIVE HYDRAULIC TRAILER FACILITIES OPERATED BY MUNICIPALITIES				
Facility	**Land & Facility Description**	**Equipment**	**Cost of Facility or Equipment**	**Gross Revenue Before Operating Expenses**
Hoonah Harbor travel left trailer	Less than 1 AC of land, drive down ramp into the harbor	45 ton hydraulic trailer approximately 10 years old in average to fair condition	Estimated value $100,000 including 2 loaders and non-motorized trailer	Rough estimate $20,000 this includes launch fees haul-out blocking and storage fees
Hoonah Haul-Out Facility between ferry terminal and Hoonah dock, on Hoonah Canary Rd.	Waterfront industrials site with dock, 1 AC+ used for haul-out and storage	220 ton travelift operating since 2010	Travelift cost of $1,178,000 in place including training.	Approximately $130,000 includes haul-out pressure washing blocking storage etc
City of Craig Boat Launch	T.J. Brown city ramp and work area, approximately 1 AC	Brownell motorized hydraulic trailer 60 ton capacity, new in 2005	Original trailer cost custom made $250,000	In gross revenues typically $28,000 per year
Skagway	Approximately 1 AC waterfront site gravel with drive down ramp	20 & 30 ton hydraulic trailers polled with front in loader not self-propelled	Land and equipment and rough estimate value $500,000	Last year's fiscal revenue was $14,000

This data suggests that these facilities barely break even without consideration of a capital return to the land and equipment assets. The gross revenue generated is such a small percentage of the asset value it would not attract significant Capital Investment or provide a budget for rent related to the value of the improvements. However, in the Juneau Market, due to its size and diversity of added marine business services, some net income would be available to pay a feasible rent or recapture of the capital asset.

2.3 MARKET ANNUAL RENT ESTIMATE

Rental Comparison

We have considered an inventory of other boat haul-out facilities in the region and beyond to identify competitive facilities. No other haul-out facility lease rents were found, except for the two in Juneau. We have considered the two leased travelift facilities in Juneau and a summary of the leases at the Wrangell Marine Service Center (WMSC) operated by the city of Wrangell and Front Street in Wrangell as bracketing the most probable rent for the subject. The latter observation in Wrangell is a summary of multiple leases of support facilities around its city run facility and sets the upper limit of annual rents as the best comparable indicators. These comparables are summarized in the following table and discussed below. Details of these comps are in the addenda.

TABLE 2.2 COMPARATIVE RANKING GRID							
Characteristic	**Subject ABLF 13600 Glacier Hwy**	**Comp 1 (8212) Auke Bay Boat Yard 11735 Glacier Hwy**		**Comp 2 (8032)Fishermen's Terminal 1419 Harbor Way**		**Comp 3 (8153) Wrangle Marine Service Center**	
Annual Rent	Solve	$10,000		$26,405		$67,485	
Market Conditions	Appraisal date August 2015	Contract date May 2008	0	Contract date January 2011	0	Contract dates 2011-2014	0
Site Size and Improvement Characteristics	36,150 SF paved exclusive use, drive down ramp adjacent floating work dock	21,000 SF useful area gravel, small shed. Old travelift Dock Inferior	+1	19,400 25 SF exclusive use plus travelift dock and work float Similar	0	44,615 SF rentable area six acre facility	-2
Equipment	45 ton Sea-Lift self-propel of hydraulic boat trailer	Old 18 ton travelift, forklift shed and misc. equipment	+2	1982 35 ton travelift and misc. equipment	+1	No equipment. 150-300 ton travelift available for fee to customers	0
Relative Economic Viability	No track record. good future outlook	Declining gross revenues ending of economic life	+1	Established facility with nearby support services	-1	Significant synergy due to large volume of business at established facility	-2
Value Indicated for Subject		Subject rent would be substantially greater than $10,000		Subject rent should be close to $26,405		Subject rent would be substantially less than $67,485	
Overall Net Rating	Subject = Similar	Inferior	+5	Similar	0	Superior	-4

***If a comparable is Superior, a minus rating is given (adjust downwards).**

***If a comparable is Inferior, a plus rating is given (adjust upwards).**

Market conditions, use constraints, and contract considerations of the comps are generally similar to the subject as propose to be leased.

The **site size and improvements** for the subject are very good having been constructed about five acres ago, paved with a wide drive down ramp and other good quality marine related access facilities. Comp 1, the older facility at Auke Bay, is deteriorating with an inferior rating +1. Comp 2 has a smaller exclusive use of its area; however, it is surrounded by public travel way and can be 100% used. The subjects larger land area has to support interior travel ways. This comp has nonexclusive tidelands and a work dock. On balance, it is rated similar. Comp 3 is the sum of 10 small footprint leases that support buildings and other facilities to service the marine fleet. These small areas have the implicit advantage of the common area use for the boats which the tenants work on. Overall the physical site and support improvements are rated superior -2.

The subject **equipment** is only three years old and presumed to be in relatively good condition. It is one of the heavier boat haul-out systems in the Juneau area. Comp 1 has an older lift nearing the end of its economic life and is significantly inferior by +2. Comp 2 is older, but presumed to be in good operating condition. It pulls up to 35 tons and due to the positioning of its straps, is able to pull certain hall designs not suitable for the subject hydraulic trailer. Overall it is inferior by +1. Comp 3 has no equipment associated with lease rates; however, these rents are reflective of access to their client's ability to have much larger boats pulled. On balance, this situation is considered similar.

The **relative economic viability** of the subject location is hopeful, but not proven. Due to the newness of this facility and the lack of full commercial operation, it does not yet have a track record. Comp 1 has a limited track record, but is nearing the end of its economic life, is inferior by + 1. Comp 2 has a well-established customer base; although it has eroded somewhat for a variety of reasons discussed earlier. Sense it may take some time for the subject facility to establish its customer base, comp 2 is rated superior by – 1. Comp 3 is one of the best established haul-out facilities in the region. It's able to pull significantly larger boats and has generated enough business to justify the 10 tenants summarized in the current annual rent. Its economic viability rating is considered superior by – 2.

Conclusion - Bracketed Rent Indicators

The rents discussed above are bracketed as follows:

TABLE 2.3 SUMMARY ANNUAL RENT INDICATORS		
Comp 1 (8212) Auke Bay Boat Yard	Inferior by + 5	Rent would be substantially greater than $10,000
Comp 2 (8032) Fishermen's Terminal	Most similar	Rent should be close to $26,405
Comp 3 (8153) Wrangle Marine Service Center	Superior by - 4	Rent would be substantially less than $67,485

Due to the unique anticipated rental situation, the limited data in the market and the peculiarities of each rental negotiation the market does not provide as consistent rental indicators as we would like. These three indicators, however, clearly bracket the subject rent between $10,000 and $67,000 with the midpoint of just over $38,000. The two observations in Juneau are given more weight with comp 2, most overall similar, suggesting about $26,400. Based on this analysis and the broad spectrum of market information, the appraiser considers a reasonable rent range would be $25,000 to $30,000. The indicated rent for the subject as proposed to be leased is estimated that $27,000.

ADDENDA

CERTIFICATION OF APPRAISAL

I certify that, to the best of my knowledge and belief:

-The statements of fact contained in this report are true and correct.

-The reported analysis, opinion, and conclusion are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analysis, opinion, and conclusion.

-I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

-I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

-My engagement in this assignment was not contingent upon developing or reporting predetermined results.

-My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

-The reported analysis, opinion, and conclusion was developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.

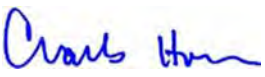
-The use of this report is subject to the requirements of the Appraisal Institute relating to the review by its duly authorized representatives.

-No one provided significant real property appraisal assistance to the persons signing this certification

-The appraiser personally inspected the subject property.

-I have not performed any services regarding the subject property within the three years prior to the appraisal report date, as appraisers or in any other capacity.

-As of the date of this report, Charles Horan has completed the continuing education program of the Appraisal Institute.



Charles E. Horan, MAI

Horan & Company, LLC

Effective Date: August 15, 2015 Report Date: August 21, 2015

SUBJECT PHOTOGRAPHS

PHOTO 1 – LOOKING AT SUBJECT LEASE AREA FROM GLACIER HIGHWAY IN A WESTERLY DIRECTION.

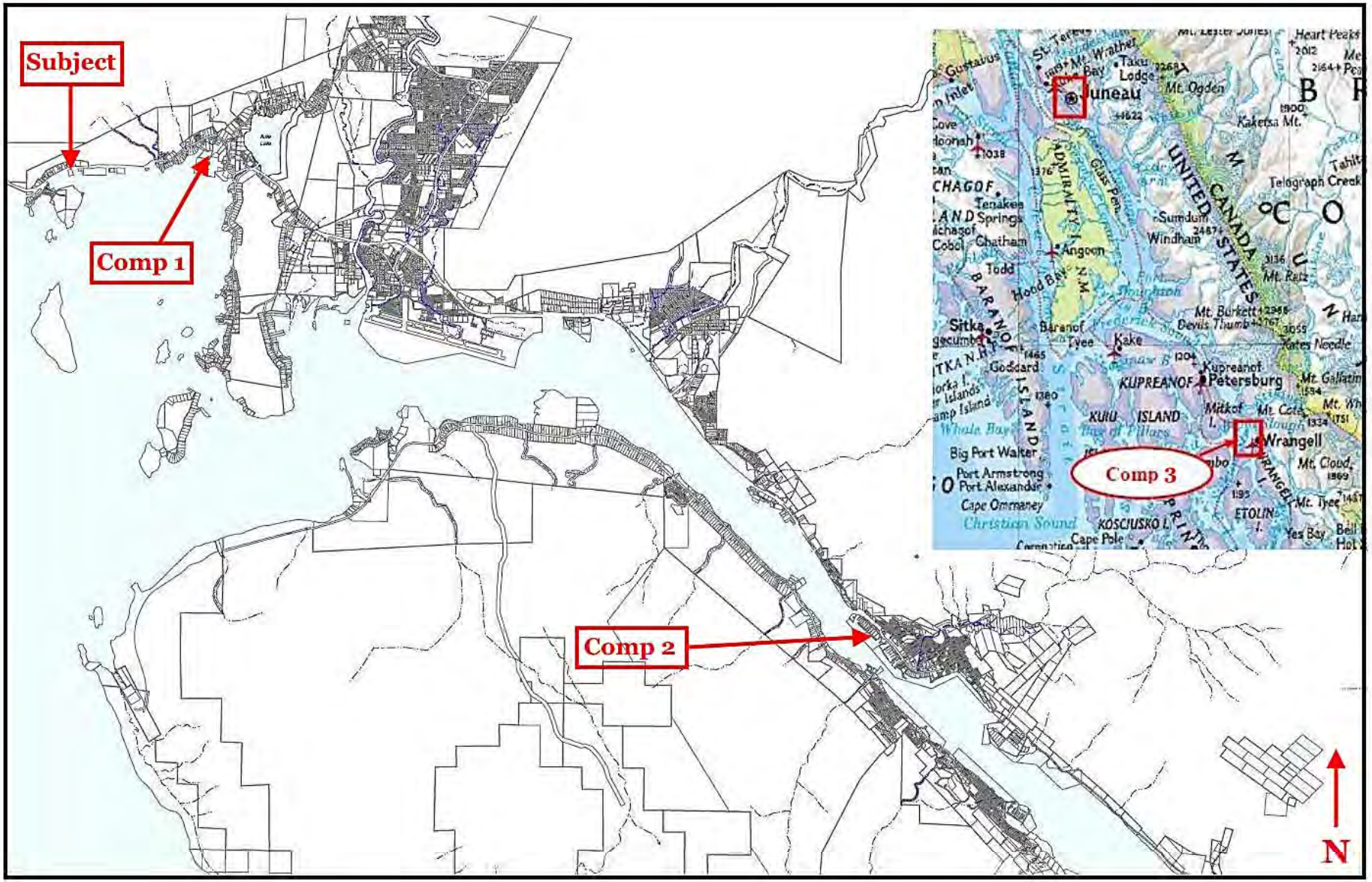
PHOTO 2 – INTERIOR LEASE AREA LOOKING WEST.

PHOTO 3 – INTERIOR SUBJECT LEASE AREA LOOKING WEST FROM WATERFRONT.

PHOTO 4 – INTERIOR SUBJECT LOOKING EAST FROM NORTHWESTERLY CORNER.

PHOTO 5 – REAR VIEW HYDRAULIC TRAILER.

PHOTO 6 – FRONT AND SIDE VIEW OF HYDRAULIC TRAILER.



SUBJECT AND COMPARABLES MAP

HORAN & COMPANY, LLC

LAND COMPARABLE NUMBER 1

Community: 03 CBJ - Auke Bay **Recording District:** Juneau
Address: 11735 11735 Glacier Highway **City:** Juneau **State:** AK **Zip:**
Location: 11735 Glacier Highway, Auke Bay Boat Haul out
Legal: a portion of Lot 3C according to the subdivision of USS 2664 and ATS No. 16, according to Plat 2003-15, Juneau, (see file 14-138) ;

Instrument: Lease **Serial:**
Trans.Type: Land Lease
Rights: Boat haul out equipmsnt
Terms: 10 years with rent adjustment in 5

Annual Rent: $10,000
Trans. Date: May 1, 2008
Grantor: City and Borough of Juneau
Grantee: Jeff Duvernay dba Harri's Commercial Marine

Size (SF): 21,000
Frontage: 338
Zone: WC

Topography: uplands
Vegetation: None
Soil: Typical

Utilities: Water, Electric, Telephone
Access: Boat, Road, paved
Improvements: Use of dock, sheds, Travelift & other equipment
Land Class: Tidelands, Waterfront, Commercial

Present Use: Idle boat haul out.
Intended Use: See lease limited to boat haul out
Highest and Best Use: not applicable

Comments
Lease includes use of land ~ 1 Acre, but effective use of 21,000 SF. Also it includes an old travelift rated at 18 tons, but dock can only handle 12 tons.

Analysis:

Marketing Info: City bidding process. City desired to have the service for the boat fleet but did not want to operate it.

Confirmed with: Lease docs
Confirmed date: 7/1/2015
Confirmed by: C.Horan
Book/Tab: 84 WC
Revision Date: 8/19/2015
Record Number: 8212

Auke Bay Boat Yard

061115_1826

HORAN & COMPANY, LLC

LAND COMPARABLE NUMBER 2

Community: 15 CBJ - Town - Gold Creek **Recording District:** Juneau
Address: 1419 Harbor Way **City:** Juneau **State:** AK **Zip:** 99801
Location: Fisherman's Terminal
Legal: Parcel C of the Juneau Services Terminal, Fractions of Lot 2A and 2B of Plat 79-1W;

Instrument: **Serial:**
Trans.Type: Land Lease
Rights: Leasehold
Terms: Annual Rent

Annual Rent: $26,405
Trans. Date: January 1, 2011
Grantor: City & Borough of Juneau
Grantee: Juneau Marine Services Inc.

Size (SF): 19,425.6
Frontage:
Zone: WC

Topography: Level
Vegetation: None
Soil: Buildable

Utilities: All
Access: Road, paved
Improvements: Travel lift dock, 35 ton travel lift
Land Class: Tidelands, Commercial

Present Use: Boatyard
Intended Use: Boatyard
Highest and Best Use: Waterfront related Commercial use

Comments
Lease is exclusive use of filled tidelands and non exclusive tidelands with travel lift dock. It includes use of a 35 ton Marine Way Travel Lift in like-new condition and a travel lift dock with two 6' x 106' runs or 1,272 SF total. The lease amendment added 95' of moorage/work float at the end of the north side of the Fisherman's Terminal Dock.
Tenant improvements include a 40' x 30' covered area made from shipping containers and a 12' x 14' tool shed which are NOT part of the lease. Dean Dotson(907)463-5250, yard manager, noted that most of the Fisherman's Terminal dock goes dry at low tides. Teena Scovill, 907-586-0292, ports and harbors, noted that the moorage included in this lease is more of a work area and is not subject to standard harbor rates. The lease notes 36,029.7 SF for Parcel B which includes the Travel Lift dock and access to it but not for exclusive use and not considered in the square footage of site noted above.

Analysis:

$26,405 / 19,425.6 SF = $1.36/SF

Marketing Info: The lease commenced on 12/01/1995 and has an expiration of 05/04/2021. Amendment #1 which was signed on 11/16/2005 set the lease calculation formula at 5% of the assessed value of the prior year starting 01/01/2011 with adjustments every five years. 01/01/2011 is date of the most recent adjustment and is listed as the transaction date. The CBJ subleases this area from UAS for the purpose of fostering a development and support of the fisheries and marine related activities.

Confirmed with: Teena Scovill
Confirmed date: 02/19/2015
Confirmed by: J.Horan
Book/Tab: WC
Revision Date: 4/10/2015
Record Number: 8032

HORAN & COMPANY, LLC

LAND COMPARABLE NUMBER 3

Community: 20 Wrangell - Town **Recording District:** Wrangell
Address: Shakes-Front Street **City:** Wrangell **State:** AK **Zip:** 99929
Location: Wrangell Marine Service Center, Front - Shakes Street
Legal: Lot 1, Block 7, Wrangell Tidelands Subdivision (Plat 95-8) and an 80' strip along the northwest side, Wrangell Recording District, First Judicial Dist., State of AK (Our File 96-38)Also see 14-138;

Instrument: **Serial:**
Trans.Type: Land Lease
Rights: Assumed Fee Simple
Terms:

Annual Rent: $67,485
Trans. Date: June 1, 2015
Grantor: City of Wrangell
Grantee: Verious- see excel spread sheet

Size (SF): 44,615
Frontage:
Zone: Waterfront Develop.

Utilities: Electric, Sewer, Water, Telephone
Access: Road, paved
Improvements: Boat yard and Haul out facility
Land Class: Commercial, Waterfront

Topography: Some filled land and some submerged/tidal land.
Vegetation: None
Soil: 4.5 Acres Paved 1.5 acres gravel

Present Use: Marine services - Boat haul out
Intended Use: Support uses
Highest and Best Use:

Comments
6 acre site supports 150 and 300 Ton Travel Lift with storge and work areas. The reported income is for land use and one building.

Analysis:

Net leased area not including travel ways and common areas
$67,485/44,615 SF = $1.51/SF

Marketing Info: Lease amounts based on calculated boat storage income on propose lease space for eight months as a minimum bid. Outcry auction- lease goes to high as qualified bidders. Note the rates in 2010 were lower than those rates and 2014 due to the increased activity at the facility and increased interest in leasing support space. Note one lease parcel includes a building. Facility Manager Greg Meissner 907874-3736. Copies of individual leases are in the market data resource folder under record number 8153 or our job 14-138.

Confirmed with: Greg Meissner
Confirmed date: 7/10/2015
Confirmed by: C.Horan
Book/Tab: 67 Commercial Land
Revision Date: 7/10/2015
Record Number: 8153

091013_02403

Assumptions and Limitations

This appraisal is subject to the description and terms contained in the letter of transmittal.

This appraisal report and valuation contained herein are further expressly subject to the following assumptions and/or conditions:

1. It is assumed that the data, maps and descriptive data furnished by the client or his representative are accurate and correct. Photos, sketches, maps, and drawings in this appraisal report are for visualizing the property only and are not to be relied upon for any other use. They may not be to scale.
2. The valuation is based on information and data from sources believed reliable, correct and accurately reported. No responsibility is assumed for false data provided by others.
3. No responsibility is assumed for building permits, zone changes, engineering or any other services or duty connected with legally utilizing the subject property.
4. This appraisal was made on the premise that there are no encumbrances prohibiting utilization of the property under the appraiser's estimate of the highest and best use.
5. It is assumed that the title to the property is marketable. No investigation to this fact has been made by the appraiser.
6. No responsibility is assumed for matters of law or legal interpretation.
7. It is assumed no conditions exist that are not discoverable through normal diligent investigation which would affect the use and value of the property. No engineering report was made by or provided to the appraiser.
8. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
9. The value estimate is made subject to the purpose, date and definition of value.
10. The appraisal is to be considered in its entirety, the use of only a portion thereof will render the appraisal invalid.

11. The appraiser shall not be required to give testimony or appear in court by reason of this appraisal with reference to the property described herein unless prior arrangements have been made.

Market Rent

The most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the lease agreement including permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements.

The Dictionary of Real Estate Appraisal, 5th Edition, Appraisal Institute, Pages 121 & 122

MARKET ANALYSIS

Juneau Area Analysis

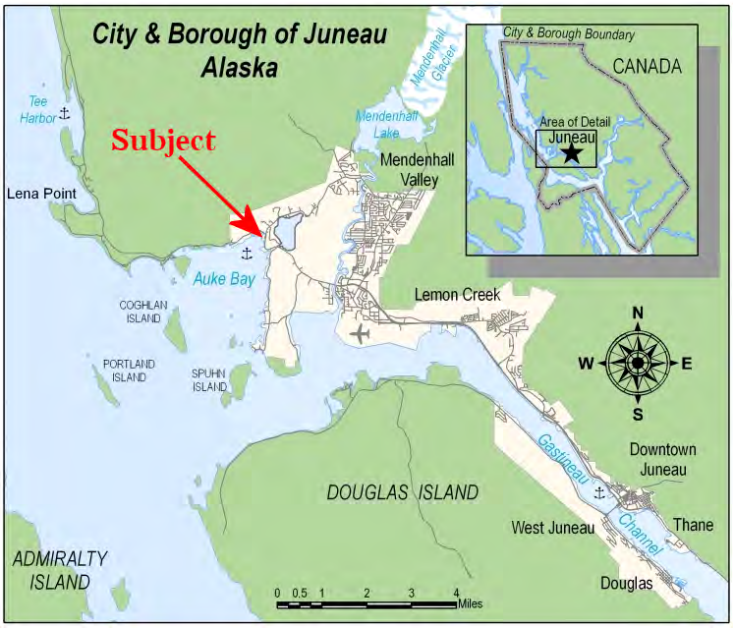


FIGURE 3.1 – SUBJECT LOCATION AT AUKE BAY

Demand for real estate is generally driven by population, and population is sustained by employment. The Juneau economy is primarily driven by the government. 40% of all jobs and 50% of all wages in Juneau are Federal, State or Tribal Government. Being the state capitol, State of Alaska employment makes up about a quarter of this payroll.

Juneau's population has risen each of the last five years from a low in 2007 of 30,350 to 33,064 in 2013, see Figure 2.2. This compounded annual growth of 0.5% is less than the state growth of 1.3%. The overall region has rebounded a little stronger as well. This confirms what has been observed in the Juneau economy, things are stable with growth in certain market segments.

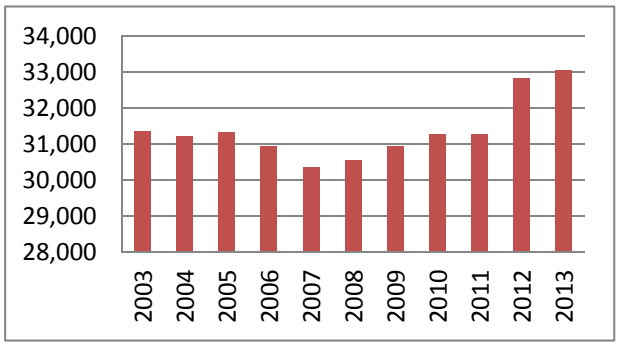


FIGURE 3.2 – JUNEAU, ALASKA POPULATION TRENDS (2003-2013)

The October 2013 JEDC Economic Indicators Report confirms that the housing market is stable with some upward movement in the price of single-family detached dwellings. Figure 2.3, Median Price of Single-Family Homes in Juneau 2009 to 2013 shows a 14% increase from a low of 2009 to August of 2013. Attached dwellings and condominiums show a more modest growth over this time. This trend is typical of the region and confirms the Juneau market has continued to remain firm over the last several years after recovering from its lows from the middle of the last decade.

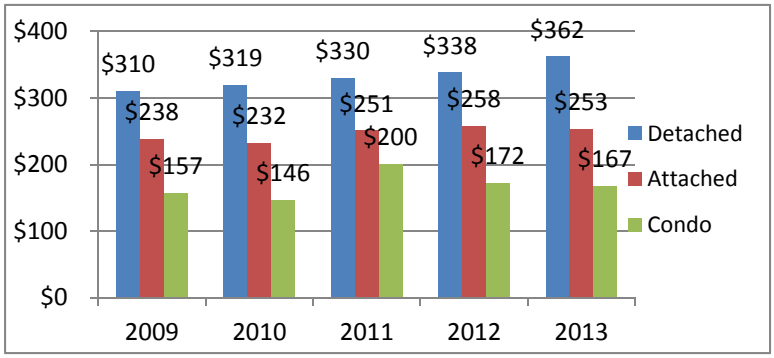


FIGURE 3.3 - MEDIAN PRICE OF SINGLE-FAMILY HOMES IN JUNEAU 2009-2013, JEDC-2013, PG. 30

Auke Bay Neighborhood

The neighborhood, Auke Bay, features several private marinas and the City's Statter Harbor, which is in the process of being expanded. It is about 11 miles from downtown Juneau. The eastern portion of this neighborhood is a mixture of uses centering around the waterfront with Statter Harbor, condominiums, single family residences, and the NOAA Auke Bay Laboratory & its dock. University of Alaska Southeast Juneau Campus which extends to Auke Lake. There are apartments and Commercial use such as restaurants, a bar, general convenience store, Post Office near the intersection of Glacier Highway and the Mendenhall Loop Road. This area is generally the northernmost reach for commercial development of convenience and service along the Juneau road system. The marine influence in this neighborhood also includes the ferry terminal area zoned it WI approximately ¾ mile to the west.

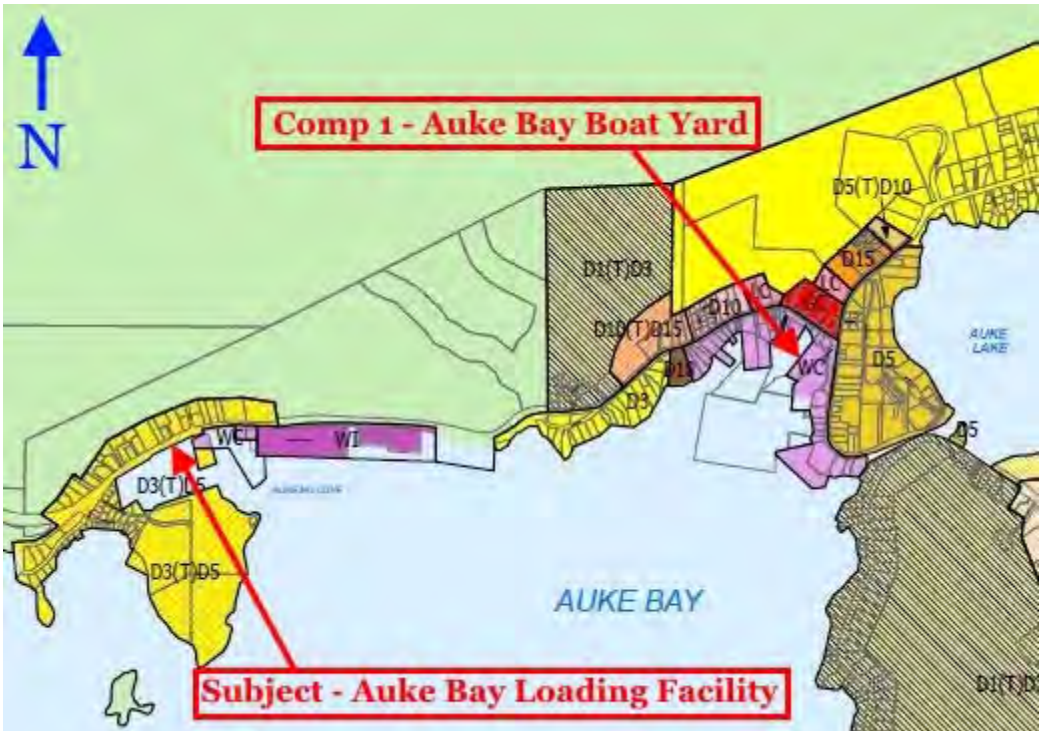


FIGURE 3.1 SUBJECT LOCATION IN THE AUKE BAY AREA SHOWN ON ZONING MAP.

This area near Auke Nue Cove has historically been developed with a few large commercial blocks used first shuttling passengers to the nearby mines or four tourist operations. These are adjacent to the Alaska marine highway ferry terminal. Several years ago a fish processing facility, Alaska Glacier Seafoods, was developed in the area and more recently about five years ago the city borough of Juneau docs and harbor develop the Auke Bay loading facility (ABLF). The subject proposed lease is on this facility. As the smaller recreation and commercial boats developments expand at Statter Harbor some of the heavier commercial uses can be transferred to the subject area. Likely future growth for heavy commercial waterfront uses and marine services will migrate to this area.

QUALIFICATIONS OF CHARLES E. HORAN, MAI

Professional Designation	MAI, Member Appraisal Institute, No. 6534
State Certification	State of Alaska General Appraiser Certification, No. AA41
Bachelor of Science Degree	University of San Francisco, B.S., Business Administration, 1973

Employment History:

8/04 – now	Owner, HORAN & COMPANY, LLC
3/87 –7/04	Partner, HORAN, CORAK AND COMPANY
1980 –2/87	Partner, The PD Appraisal Group, managing partner since November 1984 (formerly POMTIER, DUVERNAY & HORAN)
1976 – 80	Partner/Appraiser, POMTIER, DUVERNAY & COMPANY, INC., Juneau and Sitka, Alaska
1975 – 76	Real Estate Appraiser, H. Pomtier & Associates, Ketchikan, AK
1973 – 75	Jr. Appraiser, Ketchikan Gateway Borough, Ketchikan, AK

Lectures and Educational Presentations:

2007, “Conservation Easements” Presentation - Alaska Association of Assessing Officers, Fairbanks, AK
1998, “Easement Valuation Seminar,” Alaska Chapter Appraisal Institute, Anchorage, AK
1998, “Easement Valuation Seminar,” Seal Trust, Juneau, Alaska
1997, “Sitka Housing Market,” Sitka Chamber of Commerce
1997, developed and taught commercial real estate investment seminar for Shee Atika, Inc.
1994, developed and taught seminar "Introduction to Real Estate Appraising," UAS, Sitka Campus
1985, Speaker at Sitka Chamber of Commerce, "What is an Appraisal? How to Read the Appraisal"
1984, Southeast Alaska Realtor's Mini Convention, Juneau, Alaska
Day 1: Introduction of Appraising, Cost and Market Data Approaches
Day 2: Income Approach, Types of Appraisals, AIREA Accredited Course
1983, "The State of Southeast Alaska's Real Estate Market"
1982, "What is an Appraisal?"

Types of Property Appraised:

Commercial - Retail shops, enclosed mall, shopping centers, medical buildings, restaurants, service stations, office buildings, auto body shops, schools, remote retail stores, liquor stores, supermarkets, funeral home, mobile home parks, camper courts. Appraised various businesses with real estate for value as a going concern with or without fixtures such as hotels, motels, bowling alleys, marinas, restaurants, lounges.

Industrial - Warehouse, mini-warehouse, hangars, docks barge loading facilities, industrial acreage, industrial sites, bulk plant sites, and fish processing facility. Appraised tank farms, bulk terminal sites, and a variety of waterfront port sites.

Special Land - Partial Interest and Leasehold Valuation - Remote acreage, tidelands with estimates of annual market rent. Large acreage land exchanges for federal, state, municipal governments and Alaska Native Corporations; retail lot valuations and absorption studies of large subdivisions; gravel and rock royalty value estimates; easements, partial interests, conservation easements; title limitations, permit fee evaluations. Appraised various properties under lease to determine leasehold and leased fee interests. Value easements and complex partial interests.

Special Projects - Special consultation for Federal land exchanges. Developed Land Evaluation Module (LEM) to describe and evaluate 290,000 acres of remote lands. Renovation feasibilities, residential lot absorption studies, commercial, and office building absorption studies. Contract review appraiser for private individuals, municipalities, and lenders. Restaurant feasibility studies, Housing demand studies and overall market projections. Estimated impact of nuisances on property values. Historic appreciation / market change studies. Historic barren material royalty valuations, subsurface mineral and timber valuation in conjunction with resource experts. Mass appraisal valuations for

Municipality of Skagway, City of Craig, Ketchikan Gateway Borough and other Alaska communities. Developed electronic/digial assessment record system for municipalities. Developed extensive state-wide market data record system which identified sales in all geographic areas.

Expert Witness Experience and Testimony:

2009 Expert at mediation - Talbot's Inc vs State of Alaska, et al. IKE-07-168CI
2008 Albright vs Albright, IKE-07-265CI, settled
2006 State of Alaska vs Homestead Alaska, et al, 1JU-06-572, settled
2006 State of Alaska vs Heaton, et al, 1JU-06-570CI, settled
2006 State of Alaska vs Jean Gain Estate, 1JU-06-571, settled
2004 Assessment Appeal, Board of Equalization, Franklin Dock vs City and Borough of Juneau
2000 Alaska Pulp Corporation vs National Surety - Deposition
U.S. Senate, Natural Resources Committee
U.S. House of Representatives, Resource Committee
Superior Court, State of Alaska, Trial Court and Bankruptcy Courts
Board of Equalization Hearings testified on behalf of these municipalities: Ketchikan Gateway Borough, City of Skagway, City of Pelican, City and Borough of Haines, Alaska
Witness at binding arbitration hearings, appointed Master for property partitionment by superior state court, selected expert as final appraiser in multi parties suit with settlements of real estate land value issues

Partial List of Clients:

Federal Agencies
Bureau of Indian Affairs
Bureau of Land Mngmnt
Coast Guard
Dept. Of Agriculture
Dept. Of Interior
Dept. Of Transportation
Federal Deposit Ins Corp
Federal Highway Admin.
Fish & Wildlife Service
Forest Service
General Service Agency
National Park Service
USDA Rural Develop.
Veterans Administration

Municipalities
City & Borough of Haines
City & Borough of Juneau
City & Borough of Sitka
City of Akutan
City of Coffman Cove
City of Craig
City of Hoonah
City of Ketchikan
City of Klawock
City of Pelican
City of Petersburg
City of Thorne Bay
City of Wrangell
Ketchikan Gateway Borg.
Municipality of Skagway

Lending Institutions
Alaska Growth Capital
Alaska Pacific Bank
Alaska Ind. Dev. Auth.
ALPS FCU
First Bank
First National Bank AK
Key Bank
Met Life Capital Corp.
National Bank of AK
Rainier National Bank
SeaFirst Bank
True North Credit Union
Wells Fargo
Wells Fargo RETECHS

Other Organizations
BIHA
Central Council for Tlingit & Haida Indian Tribes of Alaska (CCTHITA)
Diocese of Juneau
Elks Lodge
Hoonah Indian Assoc.
LDS Church
Moose Lodge
SE AK Land Trust (SEAL)
SEARHC
Sitka Tribe of Alaska
The Nature Conservancy

ANCSA Corporations
Cape Fox, Inc.
Doyon Corporation
Eyak Corporation
Goldbelt
Haida Corporation
Huna Totem
Kake Tribal Corporation
Klawock-Heenya Corp.
Klukwan, Inc.
Kootznoowoo, Inc.
Sealaska Corporation
Shaan Seet, Inc.
Shee Atika Corporation
TDX Corporation
The Tatitlek Corporation
Yak-Tat Kwan

State of Alaska Agencies
Alaska State Building Authority (formerly ASHA)
Attorney General
Dept. of Fish & Game
Dept. of Natural Service, Div. of Lands
Dept. of Public Safety
DOT&PF
Mental Health Land Trust
Superior Court
University of Alaska

Companies
AK Electric Light & Power
AK Lumber & Pulp Co.
AK Power & Telephone
Allen Marine
Arrowhead Transfer
AT&T Alscom
Coeur Alaska
Delta Western
Gulf Oil of Canada
Hames Corporation
HDR Alaska, Inc.
Holland America
Home Depot
Kennecott Greens Creek
Kennedy & Associates
Madsen Construction, Inc.
Service Transfer
Standard Oil of CA
The Conservation Fund
Union Oil
Ward Cove Packing
White Pass & Yukon RR
Yutana Barge Lines

Education

7-Hour National USPAP Update Course, Mount Vernon, WA, April 2013
Fall Real Estate Conference 2012, Seattle, Wa November, 2012
Appraising the Appraisal: Appraisal Review-General, Rockville, MD, May 2012
Information Security Awareness for Appraisal Professionals Webinar, December, 2012
Fall Real Estate Conference 2011 Seattle, WA October, 2011
Appraisal Curriculum Overview (2-day General) Milwaukee, WI, August 2011
Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), Rockville, MD, Oct 2010
Business Practices and Ethics, Seattle, WA, Apr 2010
Fall Real Estate Conference, Seattle, WA, Dec 2009
7-hour National USPAP Update Course, Seattle, WA, May 2009
Fall Real Estate Conference, Seattle, WA, Nov 2008
Attacking and Defending an Appraisal in Litigation, Kent, WA, Sep 2008
Sustainable Mixed-Use N.I.M., Seattle, WA, Feb 2008
Appraising 2-4 Unit Properties, Bellevue, WA, Sep 2007
Business Practices and Ethics, Seattle, WA, Jun 2007
7-hour National USPAP Update Course, Seattle, WA, Jun 2007
Residential Market Analysis and Highest and Best Use, Seattle, WA, Apr 2007
Basic Appraisal Procedures, Seattle, WA, Feb 2007
USPAP Update Course, Anchorage, AK, Feb 2005
Rates & Ratios: Making Sense of GIMs, OARs, and DCF, Anchorage, AK, Feb 2005
Best Practices for Residential Appraisal Report Writing, Juneau, AK, Apr 2005
Scope of Work - Expanding Your Range of Services, Anchorage, AKMay 2003
Litigation Appraising - Specialized Topics and Applications, Dublin, CA, Oct 2002
UASFLA: Practical Applications for Fee Appraisers, Jim Eaton, Washington, D.C., May 2002
USPAP, Part A, Burr Ridge, IL, Jun 2001
Partial Interest Valuation - Undivided, Anchorage, AK, May 2001
Partial Interest Valuation - Divided, Anchorage, AK, May 2001
Easement Valuation, San Diego, CA, Dec 1997
USPAP, Seattle, WA, Apr 1997
The Appraiser as Expert Witness, Anchorage, AK, May 1995
Appraisal Practices for Litigation, Anchorage, AK, May 1995
Forestry Appraisal Practices, Atterbury Consultants, Beaverton, OR, Apr 1995
Advanced Sales Comparison & Cost Approaches, Univ. of Colorado, Boulder, CO, Jun 1993
Computer Assisted Investment Analysis, University of Maryland, MD, Jul 1991
USPAP, Anchorage, AK, Apr 1991
General State Certification Review Seminar, Anchorage, AK, Apr 1991
State Certification Review Seminar, Dean Potter, Anchorage, AK, Apr 1991
Highest and Best Use and Market Analysis, Baltimore, MA, Mar 1991
Financial Institution Reform, Recovery & Enforcement Act of 1989, Doreen Fair Westfall, Appraisal Analyst, OTS, Juneau, AK, Jul 1990
Real Estate Appraisal Reform, Gregory Hoefer, MAI, OTS, Juneau, AK, Jul 1990
Standards of Professional Practice, Anchorage, AK, Oct 1987
Federal Home Loan Bank Board Memorandum R41C
Seminar, Catherine Gearhearth, MAI, FHLBB District Appraiser, Juneau, AK, Mar 1987
Market Analysis, Boulder, CO , Jun 1986
Federal Home Loan Bank Board Regulation 41b,
Instructor Bob Foreman, MAI, Seattle, WA, Sep 1985
Litigation Valuation, Chapel Hill, North CA, Aug 1984
Standards of Professional Practices, Bloomington, IN, Jan 1982
Course 2B, Valuation Analysis & Report Writing, Stanford, CA, Aug 1980
Course 6, Introduction to Real Estate Investment Analysis, Aug 1980
Course 1B, Capitalization Techniques, San Francisco, CA, Aug 1976
Course 2A, Case Studies in Real Estate Valuation, Aug 1976
Course 1A, Real Estate Principles and Valuation, San Francisco, CA, Aug 1974

Rev 07/13

PND ENGINEERS, INC.

September 15, 2015 PND 102050.09

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

Subject: Port of Juneau Cruise Ship Berths
Task 3: Contract Administration and Inspection Services Proposal – Revision No. 1

Dear Mr. Gillette:

PND Engineers, Inc. (PND) and our subconsultants are pleased to provide this revised fee proposal for construction phase engineering services on the referenced project. This proposal provides contract administration and construction inspection services on the South Berth for the period from September 7, 2015 to April 2, 2016. It assumes that Manson Construction will work one 10 hour shift/day. PND will notify you formally and provide an updated budget estimate for any additional services required to cover extended or additional work shifts during or after this time period.

The attached spreadsheet provides a detailed breakdown of the services to be performed and their estimated fees based on recent Docks and Harbors instructions to minimize costs. PND proposes to contract on a time and expenses (T&E) reimbursable basis using our May 2015 standard billing rates, attached. We will monitor expenditures with you on a monthly basis and will not exceed the estimated budget without your prior authorization.

Feel free to call me at any time should you have any questions or need additional information regarding this proposal. We look forward to working with you towards the successful completion of this project.

Sincerely,
PND Engineers, Inc. | Juneau Office

Dick Somerville, P.E.
Vice President

Enclosures

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

PND Engineers, Inc.
Port of Juneau Cruise Ship Berths
Engineering Services Fee Proposal - September 15, 2015 Rev 1
Contract Administration and Construction Inspection Services
Proposal Period: September 7, 2015 - April 2, 2016
PND Project No. 102050.09

Scope of Services	PND Senior Engineer VII	PND Senior Engineer VI	PND Senior Engineer IV	PND Senior Engineer III	PND Senior Engineer II	PND Senior Engineer I	PND Staff Engineer V	PND Staff Engineer IV	PND Tech V	PND Tech IV	PND CAD Designer V	WEI Principal Engineer	WEI Senior Engineer	Line Item Costs	Task Subtotal Costs
	$180.00	$165.00	$145.00	$135.00	$125.00	$115.00	$110.00	$105.00	$110.00	$90.00	$100.00	$160.00	$127.50		
TASK 3 - CONTRACT ADMINISTRATION & ON SITE CONSTRUCTION INSPECTION															
1. PND Contract Admin. - PIC & PM, subconsultant coordination & direction, admin & clerical support - 30 weeks	240	300								160				$107,100	
2. Field design assistance for scope changes & unanticipated site conditions, pile foundation adjustments and mods.	20	120			12	12			20					$28,480	
3. Conduct weekly progress meetings with CBJ & Contractor & prepare minutes	30	90												$20,250	
4. Project Engineer: On site project management, direct inspectors, coord with PND Contract Officer & design engineers. Assume 30 wks at 66 hrs/wk			1980											$287,100	
5. Office Engineer/Construction Inspection: Control CA/CI documentation system, prepare & review contract correspondence, pay applications, change orders, RFI's, DCVR's, Inspection Assistance & Materials Testing. Assume 26 wks at 60 hrs/wk												54	1560	$207,540	
6. Primary Construction Inspector: Assume 30 wks at 66 hrs/wk						1980								$227,700	
7. Specialty PDA Inspection & Foundation Analysis				200		240								$54,600	**$932,770**
Total Estimated Manhours	290	510	1980	200	12	2232			20	160		54	1560		

Estimated Third Party Expenses			
Haight & Associates	Electrical Engineering Services (50% of total project estimated fee)	$12,640	
Dynamic Pile Analysis	Dynamic Pile Analyzer - equipment rental, consumables & shipping allowance	$35,000	
Misc. Expenses	Job consumables, fuel, freight, small tools, field supplies, job office & equipment, vehicles, etc. Est $2,000/month * 7 months	$14,000	**$61,640**
	Total Estimated T&M Fee		**$994,410**

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

September 18, 2015

Carl,

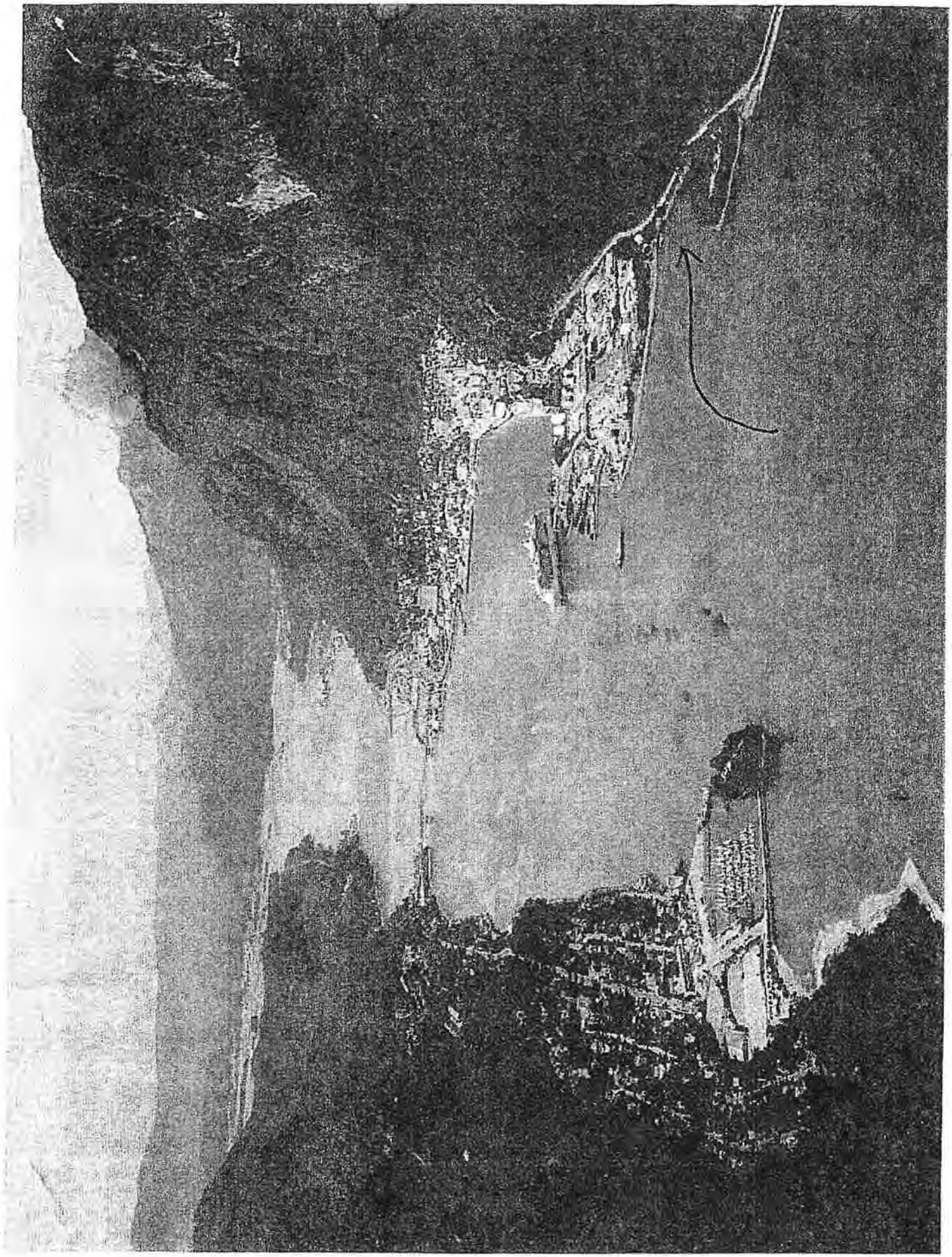
Please schedule the time, at the Regular Docks and Harbors Board meeting on September 24, 2015 for me to present a PowerPoint draft modified Harbor plan of approximately 54 Mega Yacht docking slips, from 90 ft to 250 ft in length, to the Full Board for their review, discussion and comment, requesting Board approval of this draft plan so that I can proceed with the final drawing with Dick Somerville, PND Engineering.

I will request an action item vote for approval of the plan concept as presented, with consideration for provisions of any modifications or changes as requested by the Board members, during discussion at the meeting.

Regards,

Howard Lockwood
Manager
Ph. 907 209-4250

RECEIVED
SEP 18 2015
BY:



PRELIMINARY

JUNEAU PORT DEVELOPMENT LLC
P.O. BOX 20724
JUNEAU, ALASKA 99802
PHONE (907) 209-4250
FAX (907) 463-3085
juneau_port_dev@hotmail.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-aoc.com

DESIGN: AWS CHECKED: CRS
DRAWN: AWS APPROVED: CRS
SCALE: SCALE IN FEET 0 250 500 FT.

STATE OF ALASKA — Charles A. Swanson — CE-6545 — REGISTERED PROFESSIONAL ENGINEER
DATE: 03/10/08

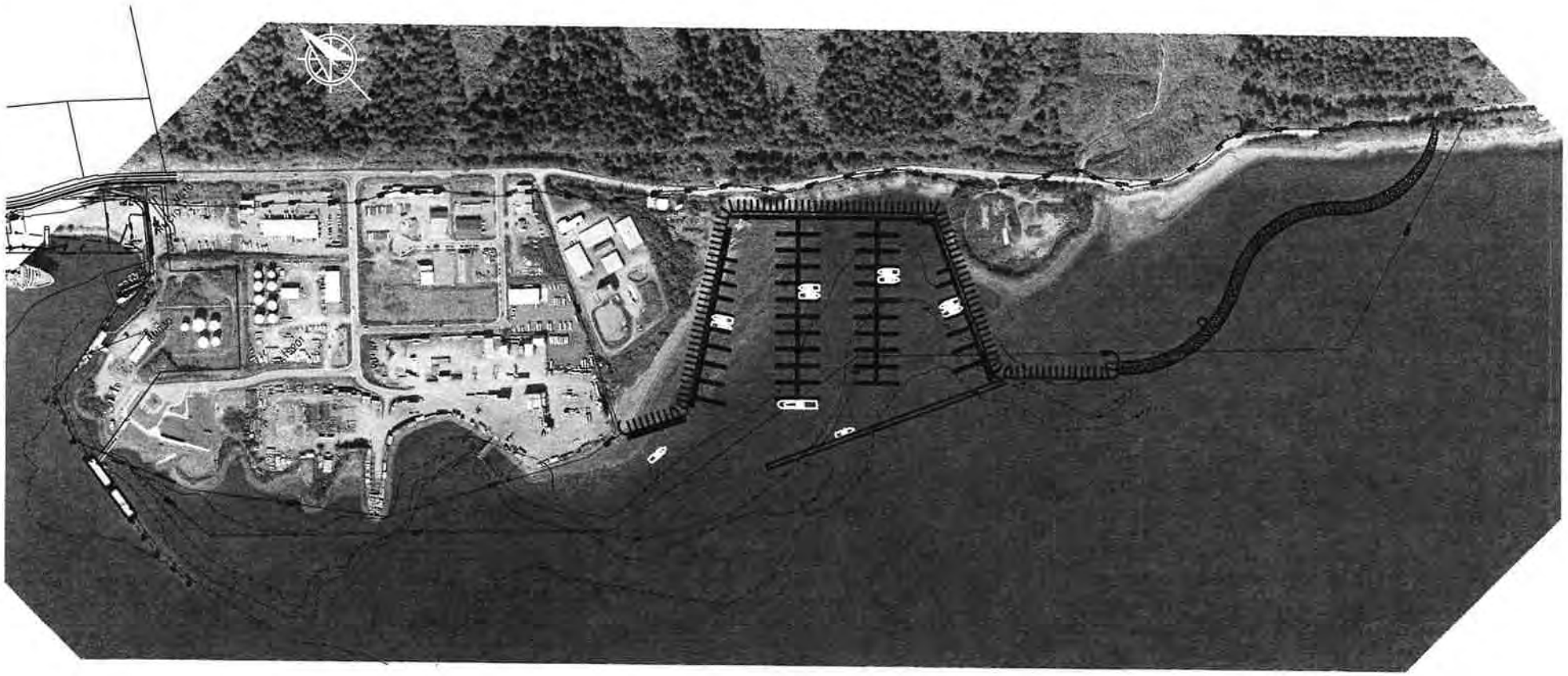
JUNEAU PORT DEVELOPMENT LLC

SHEET TITLE: ENLARGED SCALE AERIAL

1

PROJECT NO. 072081.01 DWG. FILE:

SHEET 1 OF 1



PRELIMINARY

JUNEAU PORT DEVELOPMENT LLC
P.O. BOX 20734
JUNEAU, ALASKA 99802
PHONE (907) 209-1250
FAX (907) 463-3035
juneau_port_dev@hotmail.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 0 250 500 FT.

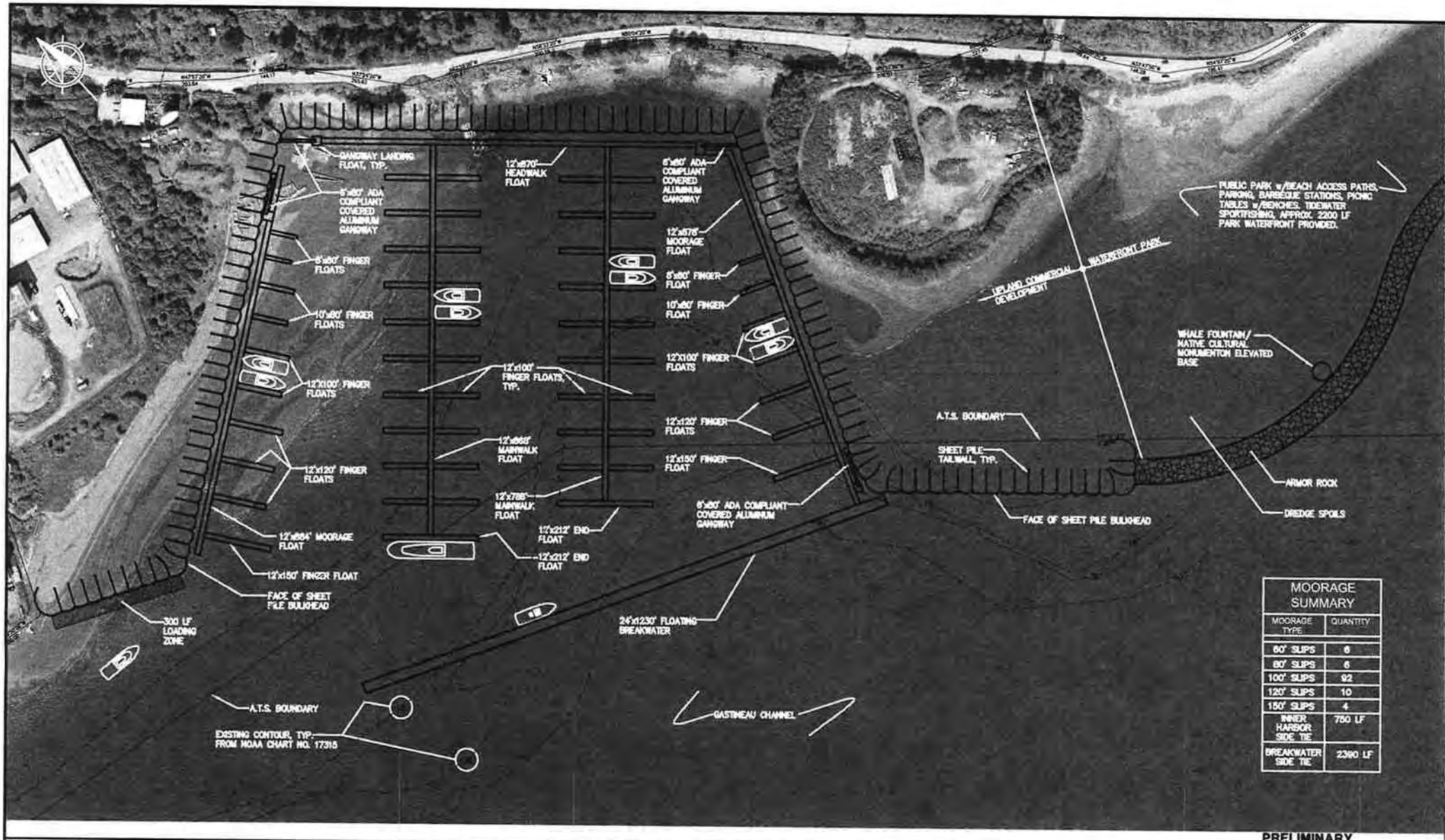
STATE OF ALASKA 49TH
CE-8845
REGISTERED PROFESSIONAL ENGINEER
DATE: 02/28/08

JUNEAU PORT DEVELOPMENT LLC

SHEET TITLE:
CONCEPT NO. 4
ENLARGED SCALE DEVELOPMENT PLAN

PND PROJECT NO. 072081.01 DWG. FILE:

SHEET 2 OF 2



MOORAGE SUMMARY

MOORAGE TYPE	QUANTITY
60' SLIPS	6
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 20734
JUNEAU, ALASKA 99802
PHONE (907) 209-4260
FAX (907) 463-3065
juneau_port_dev@hotmail.com

REVISIONS

REV.	DATE	DESCRIPTION	DWN.	CKD.	APP.

P N D ENGINEERS, INC.
9360 Glacier Highway Ste 100
Juneau, Alaska 99801
Phone: 907-586-2093
Fax: 907-586-2099
www.pnd-ane.com

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

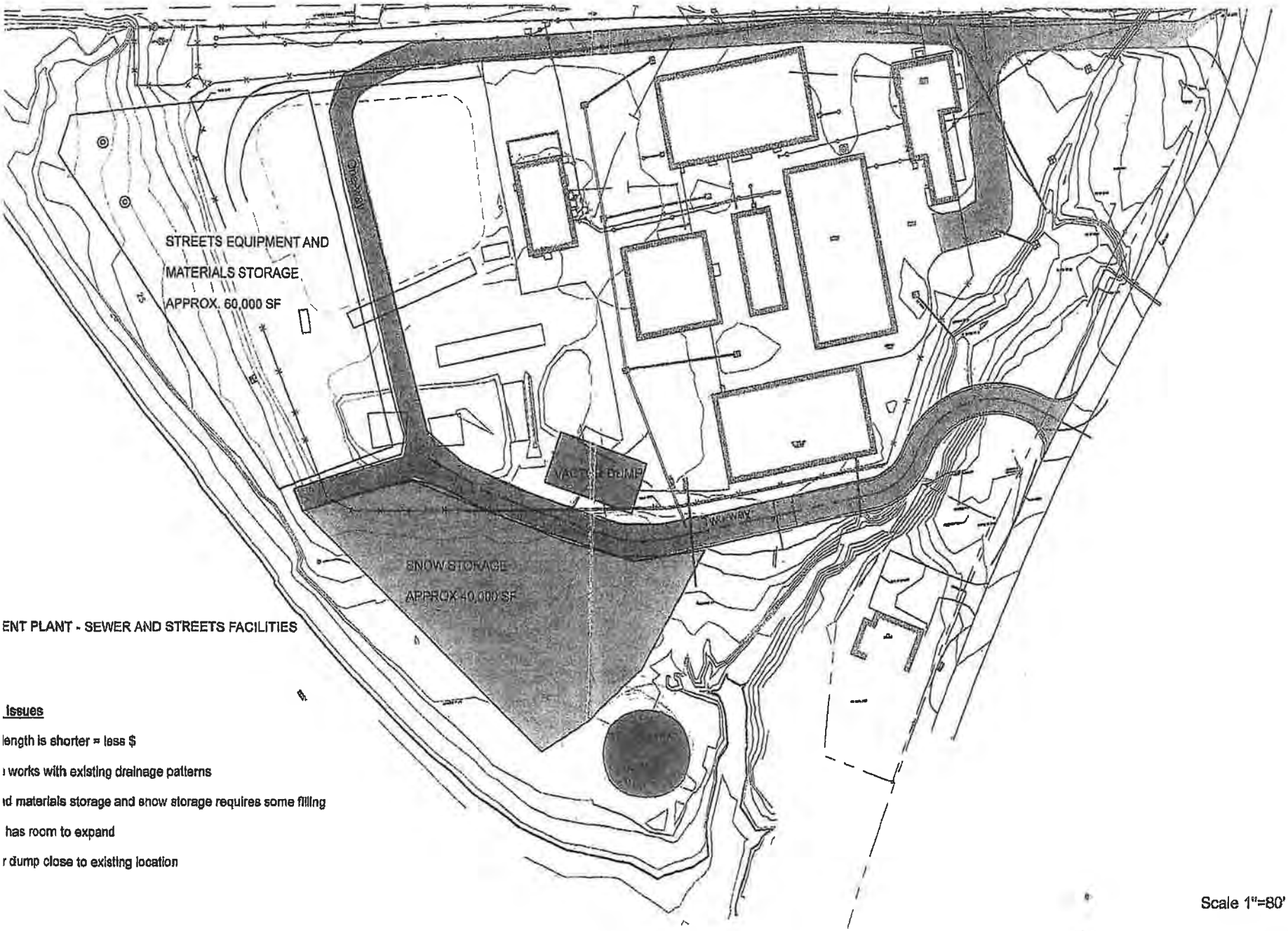
JUNEAU PORT DEVELOPMENT LLC
CONCEPT NO. 4 - DEVELOPMENT PLAN

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



ENT PLANT - SEWER AND STREETS FACILITIES

Issues

length is shorter = less $

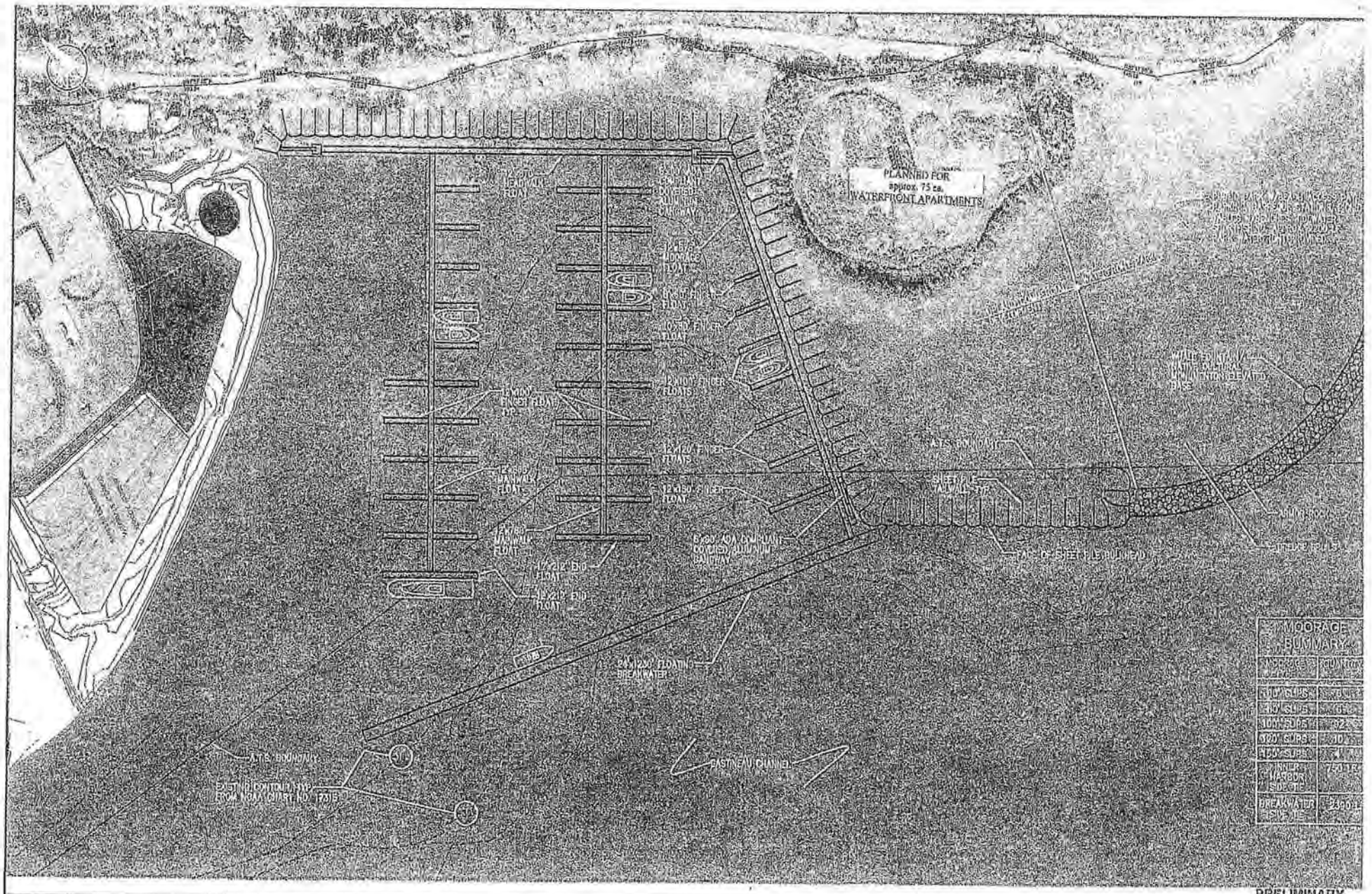
works with existing drainage patterns

d materials storage and snow storage requires some filling

has room to expand

r dump close to existing location

Scale 1"=80'



JUNEAU PORT DEVELOPMENT LLC

REVISIONS

REV.	DATE	DESCRIPTION	DWN.	CKD.	APP.

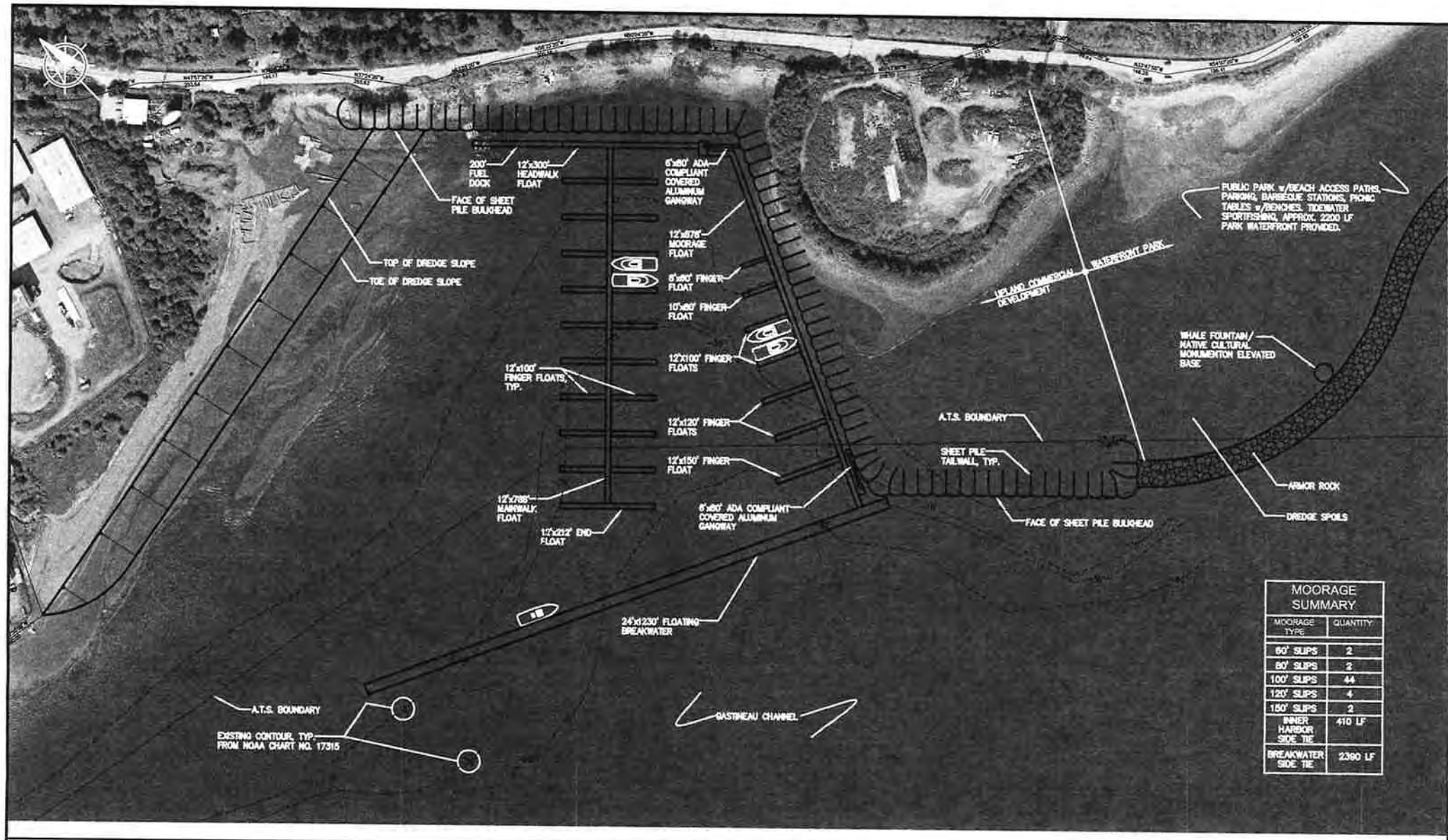
PND ENGINEERS, INC.
9360 Glacier Highway Ste 100
Juneau, Alaska 99801
Phone: 907-586-2093
Fax: 907-586-2099
www.pnd-ak.com

DESIGN AWS DRAWN AWS CHECKED CRS APPROVED CRS
SCALE: SCALE IN FEET 0 100 200 FT.
DATE: 02/28/08

JUNEAU PORT DEVELOPMI

SHEET TITLE: CONCEPT NO. 4 DEVELOPMENT PLAN

PND PROJECT NO: 07200L.01 ANM DRG.



MOORAGE SUMMARY	
MOORAGE TYPE	QUANTITY
60' SLIPS	2
80' SLIPS	2
100' SLIPS	44
120' SLIPS	4
150' SLIPS	2
INNER HARBOR SIDE TIE	410 LF
BREAKWATER SIDE TIE	2390 LF

JUNEAU PORT DEVELOPMENT LLC
P.O. BOX 20734
JUNEAU, ALASKA 99802
PHONE (907) 209-4250
FAX (907) 463-7055
juneau_port_dev@hotmail.com

REVISIONS

REV.	DATE	DESCRIPTION	DWN.	CKD.	APP.

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

DESIGN: CRS CHECKED: CRS
DRAWN: WRB APPROVED: CRS
SCALE: SCALE IN FEET 0 100 200 FT.
DATE: 9/15/14

JUNEAU PORT DEVELOPMENT LLC

SHEET TITLE: CONCEPT NO. 5 DEVELOPMENT PLAN

PND PROJECT NO.: 142054

SHEET 1 OF 1

Port of Juneau

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

From: David Borg, Harbormaster
To: Docks & Harbors Board
Date: September 22nd, 2015
Re: Public Auction Sale of M/V Icy Strait Subject:

1. In an effort to streamline Docks and Harbors vessel inventory I am proposing that we put the M/V Icy Strait up for public auction. The vessel is over 21 years old and has been in service to Docks and Harbors since 1994. In my opinion and based on the recent survey I ordered, 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. The tasks conducted with this vessel can be completed more efficiently with a smaller more nimble vessel. The minimum bid price will be $35,000.00.

#

Encl: (1) M/V ICY STRAIT Survey

Jim Sepel, AMS®

Sepel & Son Marine Surveying, Inc.
P.O. Box 34685, Juneau, AK 99803

Surveyor Associate: Todd Sharp, SAMS®, SA
Mr. Darin Sepel

email: marinesurvey@gci.net
907-790-BOAT (2628)
FAX: 907-790-3566
USPAP Course Certified
Former Licensed USCG Master
Commander, USCG RET.

Society of Accredited Marine Surveyors
American Boat & Yacht Council
NORPAC Fishing Vessel Safety Assoc.
Marine Insurance Association of Seattle
SAMS® Board of Directors, President ('08-'09)
Vice Chairman, Alaska Boating Safety Council

CONDITION & VALUATION SURVEY # 24104-15
August 17, 2015

This certifies that SSMS INC., did,, at the request of the City/Borough of Juneau, Docks and Harbors Department, attend the aluminum landing craft, "ICY STRAIT", while she lay on blocks in at Auke Bay, Alaska, in order to carry out a "CONDITION & VALUATION SURVEY", and the report is as follows:

OWNER: City/Borough of Juneau, Docks & Harbors 907-586-5255.
156 Seward Street, Juneau, AK 99801.
Email: Doug_Unruh@ci.juneau.ak.us

SURVEYOR'S ATTENDING: Mr. Todd Sharp, SAMS® SA, and Mr. Darin Sepel.

GENERAL DESCRIPTION:

This vessel is a twenty one-year-old, aluminum welded, U. S., landing craft. The vessel is built of good and adequate scantlings consisting of marine grade aluminum plating of the following thicknesses:

a.	Bottom hull:	.250;
b.	Side hulls:	.250;
c.	Keel:	1/2";
d.	Transom:	.250.

The hull has 40" X 75" bow door, semi-vee design, hard chine, planing hull, with square transom aft. Frames are 7"x4"x1/4" and 28" on center; and, longitudinals are 2"x2.5"x1/4", and 12" on center. The work deck is forward with a step up pilothouse deck aft. The main cabin is centered on the deck with lockable weathertight doors on each side of the main cabin. There are four watertight deck hatches. The two forward hatches provide access to the interior hull under the work deck (one additional watertight hatch below this deck provides access into the forward crash bulkhead. The two aft watertight hatches provide access into the engine space (under the pilot house deck). There is no berthing, no galley, and no head facilities. In the main cabin, the pilot station is located in the center, and there is no pilot station seating or other seating. The pilot station has a complete set of engine gauges, switches, controls, and single cushioned operator's chair. The AC shore power panel is on the port side of the main cabin. On the starboard side quarter of the work deck is a 800K hydraulic crane. There are four built in 5" davit mounts (davit not sighted) in the gunwales (two on each side). There is a deck mounted tow bollard on the transom, and a swim step aft.

The vessel is propelled by a single Caterpillar 3116 DI, 130 350 HP, 6-cylinder, turbo charged, dry exhaust, marine diesel engine, connected to a 2" s/s shaft, and a four bladed bronze propeller. Average speed is 15 knots. Fuel consumption is estimated at 10 gallons per hour, giving an estimated range of 300 nautical miles, weather and load conditions permitting.

SPECIFIC AREA OF OPERATIONS:

The vessel is used for Ports and Harbors duties on the inside waters of Southeastern Alaska, or as specified by the underwriter.

USCG REGISTRATION NUMBER: AK 1965 AJ. **EXPIRES:** 2006.

YEAR & MODEL: 1994, 34' Landing Craft.

HULL IDENTIFICATION NUMBER: AEM35L120094.

BUILT BY: American Eagle Mfg. Laconner, Wa.

DIMENSIONS: Length (overall): 33'6". Breadth: 11' 6'. Draft: 5'.
Weight: 12,000 lb. (est). Depth: 5' 1".

CAPACITIES:

Fuel:	200 gallons (est.), in one aluminum tank.
Water:	None.
Holding:	None.
Hydraulic tank:	25 gallons (est.), aluminum tank.

HORSEPOWER: 350HP @ 2800 RPM.

NAVIGATION & COMMUNICATIONS:

Auto-pilot:	None.
Radar:	Raytheon 10x.
Plotter/GPS:	Raytheon Raystar 390; #KN32343.
Sounder:	CVS 106 Sitex Echo sounder; #10606670.
Magnetic Compass:	One, Chicago 2.5".
Radios:	Standard, Marine VHF-FM, # unreadable.
Horn:	One 12 volt (not tested batteries low).
Placards:	None (see finding).
Searchlight:	Rayline, 12 volt.
Windshield wipers:	One, 12 volt.
Windshield defroster:	Two, 12 volt fans, and one engine heater defrost vent.
Stereo:	None.

MISCELLANEOUS EQUIPMENT AND MACHINERY:

Water heater:	None.
Stove:	None.
Refrigerator:	None.
Heaters:	One, engine heat exchanged and one 120 volt.
Fresh water pump:	None.
Batteries:	Two, Napa 4D commercial (see finding).
Bilge pumps:	Two, Rule 2000 w/floats (see finding).
High water alarm:	None.
Marine Sanitation:	Portable.
Salt water wash:	None.
Trim Tabs:	None.
Fuel filter:	Napa 3231.

DECK GEAR:

Anchor:	Danforth 1600.
Anchor Windlass:	None.
Anchor chain:	25' (est.), 3/8".
Anchor line:	200' (est.), 3/4" nylon.
Spare Anchor:	Danforth 1600, plus chain and rode.
Bowsprit:	None.
Cleats:	Six 10" aluminum.
Rails:	40" gunnels/rails work deck and pilot house deck, rails on stern 23.5; plus cabin safety rails on sides of house.
Bow door winch:	Hand crank winch (see finding).
Deck lighting:	Four, 500 watt (est.); four Hobbs 250 watt; two each, forward and two each aft facing.
Deck crane:	One, Maxi-Lift 800, hydraulic.

MAIN PROPULSION, PILOT HOUSE CONTROL & GENERATOR POWER:

Main engine:	Caterpillar 3116 DI, 355 HP, turbo charged, dry exhaust, marine diesel engine; Serial number: 4KG2054.
Reduction gear:	Twin Disc, Model: MG5050A, ratio: 1.5:1; Serial Number: 5CF149.
Propeller:	Four bladed bronze, 22RH20.
Alternator:	Caterpillar 130 amp (est.).
Charger/Inverter:	Heart Interface Freedom 10, w/Acme single phase transformer.
Controls:	Ultraflex.
Steering:	Hydraulic w/Marol steering ram.
Auxiliary Engine:	None.

LIFESAVING EQUIPMENT:

Survival suits:	None.
Life preservers:	Four, adult Type I PFD's.
Flares:	Orion kit, valid (reported, not sighted).
Raft:	None.
Life-ring:	One, ring, (no tag-line).
Epirb:	None.
First Aid Kit:	One kit.

CARBON MONOXIDE DETECTOR: None (see finding).

FIRE FIGHTING EQUIPMENT:

Fire Extinguishers:	One, BI, "ABC" rated dry chemical (see finding).
	One, (inoperable) BI, "BC" rated dry chemical.

STABILITY INFORMATION:

There was no stability information available; however, this vessel is well designed and is also well built. It has a wide beam, self bailing deck, and no problems are foreseen in this area provided prudent navigational and seamanship practices are followed.

ZINCS/CORROSION CONTROL:

Hull shows moderate oxidation on hull sides. Zincs are needed, the zinc's should be renewed as routine maintenance each spring. Bottom paint is in poor condition.

THRU-HULLS:

Port side, bottom hull; one transducer and one dripless shaft water injection.
Port side, above waterline; forward bilge pump and aft bilge pump discharges.
Side hull scupper drains on both sides (self bailing decks).

AREAS INSPECTED:

The following areas were closely inspected in accordance with American Boat & Yacht Council standards, USCG regulations, USPAP Appraisal Standards, and the doctrine of the Society of Accredited Marine Surveyors, including:

a. Visual inspection of accessible portions of the hull.
b. Inspection of outboard motors and propellers.
c. Visual inspection of accessible portions of the electrical systems.
d. Hull sides, weather decks, and cabin sides/top.
e. Safety rails, ladders, grab rails, and hatches.
f. Accessible portions of the internal hull for fractures, defects, and bilges.
g. Visual inspection of through-hull fittings and valves (none).
i. Inspection of USCG safety equipment.

SAFETY RECOMMENDATIONS:

1. Found: Diesel fuel tank fills (at on deck fittings) are labeled "FUEL"; not specific for it's purpose; label for the specific intended use; I.E.: "Diesel Fuel", as to good marine practice.

2. Found: Insufficient number of fire extinguishers on board (presently only one, B1, "ABC" rated dry chemical). Should have at least three, BI, "ABC" rated per (ABYC A-4.6 & NFPA 10).

OTHER RECOMMENDATIONS (voluntary):

1. Found: Some minor oxidation starting to show on aluminum hull sides/bottom; The vessel also has a number of cosmetic hull scratches, dents, with the worst dent located at port quarter near the waterline; hull sides.
   Recommend: Consider applying a product like "Shark Hide" or other protectant to prevent oxidation on hull sides; none of the dents or scratches prevent this vessel from being suitable for intended use.

2. Found: Exhaust is showing moderate corrosion at first joint/support (first joint after engine).
   Recommend: Inspect joint and support, repair/replace as needed and as to good marine practice.

3. Found: Hull paint and zinc's were in poor condition, or were missing.
   Recommend: Paint hull bottom; replace hull, prop and shaft zinc's as to good marine practice.

4. Found: Terminal leads on batteries are secured by wing nuts.
   Recommend: Provide fixed nuts to secure terminal connections to studs (ABYC E-10/11).

5. Found: No carbon monoxide detector in enclosed cabin.
   Recommend: (**Voluntary)** install of carbon monoxide detector (ABYC A-7.5.12).

6. Found: Wiring running through bulkheads/decking and other penetrations needs protective grommets to prevent chaffing (ABYC E-10/11).

7. Found: This vessel has no enclosed accommodations, however, recommend providing a high water alarm for this vessel. On boats greater than 26' with an enclosed accommodation compartment, an alarm shall be installed indicating that bilge water is approaching the maximum bilge water level (ABYC H-22).

8 Found: Secure all wiring every 18" (ABYC E-10/11).

9. Found: There were no belts to hydraulic pump from main engine; some corrosion showing on main engine and engine parts.

10. Found: Standing water on the work deck; vessel was on blocks out of the water, however the base of scupper holes for the self bailing deck are about 1/2" above the decking allowing water to stand on the level deck.

11. Found: Decks had been non-skid painted, this coating is now worn and needs renewal as the decks are slippery where the non-skid coating is worn off.

12. Found: Water-tight deck hatches need lubrication and good cleaning (seals were dirty and had grime around the openings.

13. Found: Vessel does not display a current Alaska Vessel Registration decal (2006).
Recommend: Provide up to date registration and decal.

14. Found: Bilges (especially) engine space bilges are dirty (oily/slippery).
Recommend: Clean bilges as to good marine practice

15. Found: Bow door cable is showing moderate corrosion, replace as needed and as to good marine practice.

CONDITION:

The overall condition of this vessel is average, with normal wear and tear expected. The vessel needs a cleanup throughout. The engine was not run, but the owner reports it starts and runs well. The engine hours are unknown. Oil changes are conducted at least every 200 hours or seasonally.

ICY STRAIT
JUNEAU, AK

USPAP CERTIFICATION:

We certify to the best of our knowledge and belief:

1. The statements of fact included in this report are true and correct.
2. The reported analyses, opinion, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the vessel that is the subject of this report and no personal interest with respect to the parties involved.
4. We have no bias with respect to the vessel that is the subject of this report or to the client who requested this survey. We have not previously surveyed this vessel.
5. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this report.
7. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with Uniform Standards of Professional Appraisal Practice (USPAP), American Boat & Yacht Council (ABYC) standards, and applicable U.S. Coast Guard regulations.
8. We have made a personal inspection of the vessel that is the subject of this report.
9. The estimated market value of this vessel incorporated the USPAP Sales Comparison Model using Soldboats.com, BUC USED BOAT PRICE GUIDE, the ABOS BLUE BOOK OF BOATS, , and local market analysis.
10. The replacement value of this vessel incorporated the USPAP Cost Approach using Soldboats.com, the ABOS BLUE BOOK OF BOATS,
11. The services rendered and the report furnished are done with the distinct understanding that the undersigned, his agents or employees, are not responsible or liable under any circumstances for any error, omission, negligence or failure to properly perform the requested services. All matters and statements contained in the report are of opinion only. They are not to be construed as representations, warranties or guarantees. Purpose of this survey to determine whether the vessel is suitable for its intended use on the inside waters of Southeast Alaska. Limitation of liability is the fee paid for the survey, if this survey is used by the client.
12. In the opinion of these surveyors, after careful examination and testing in the accessible places while the vessel was on blocks at the Juneau City/Borough haul out in Auke Bay, Alaska the main strength members, frames, beams, planking, decks, and cabins that the vessel is satisfactory for its intended service (when the safety recommendations are completed) which is ports and harbors use or recreational use on the inside waters of Southeast Alaska, or as directed by the underwriter. As always, prudent mariners should pay particular attention to weather forecasts and conditions.
13. This survey was conducted without boring or removing any of the foregoing members or parts. No material was removed from the vessel to gain access. No inspection was made of inaccessible places.

VALUATION:

1. The estimated market value of this vessel incorporated the USPAP Sales Comparison Model using Soldboats.com, and local market analysis. The estimated market value is:

$ 49,000.

2. The replacement value of this vessel incorporated the USPAP Cost Approach Model using Soldboats.com, the ABOS BLUE BOOK OF BOATS,

$ 160,000.

This document is a statement of opinion, given without prejudice, that the service contemplated represents no specific hazards beyond that physical risk that is normally accepted by the underwriters. This survey was conducted and signed without prejudice:

Sincerely,

Submitted by,

Todd Sharp

Todd Sharp
Surveyor Associate, SAMS® SA
Lt. AK State Troopers, Ret.

Approved by,

Jim Sepel

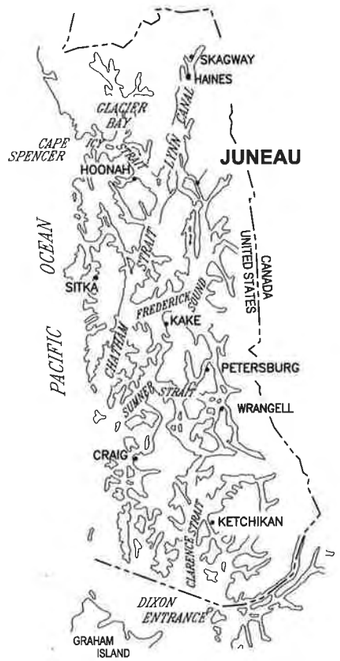
Jim Sepel
Accredited Marine Surveyor® #315
Commander, USCG Retired

CITY & BOROUGH OF JUNEAU, ALASKA

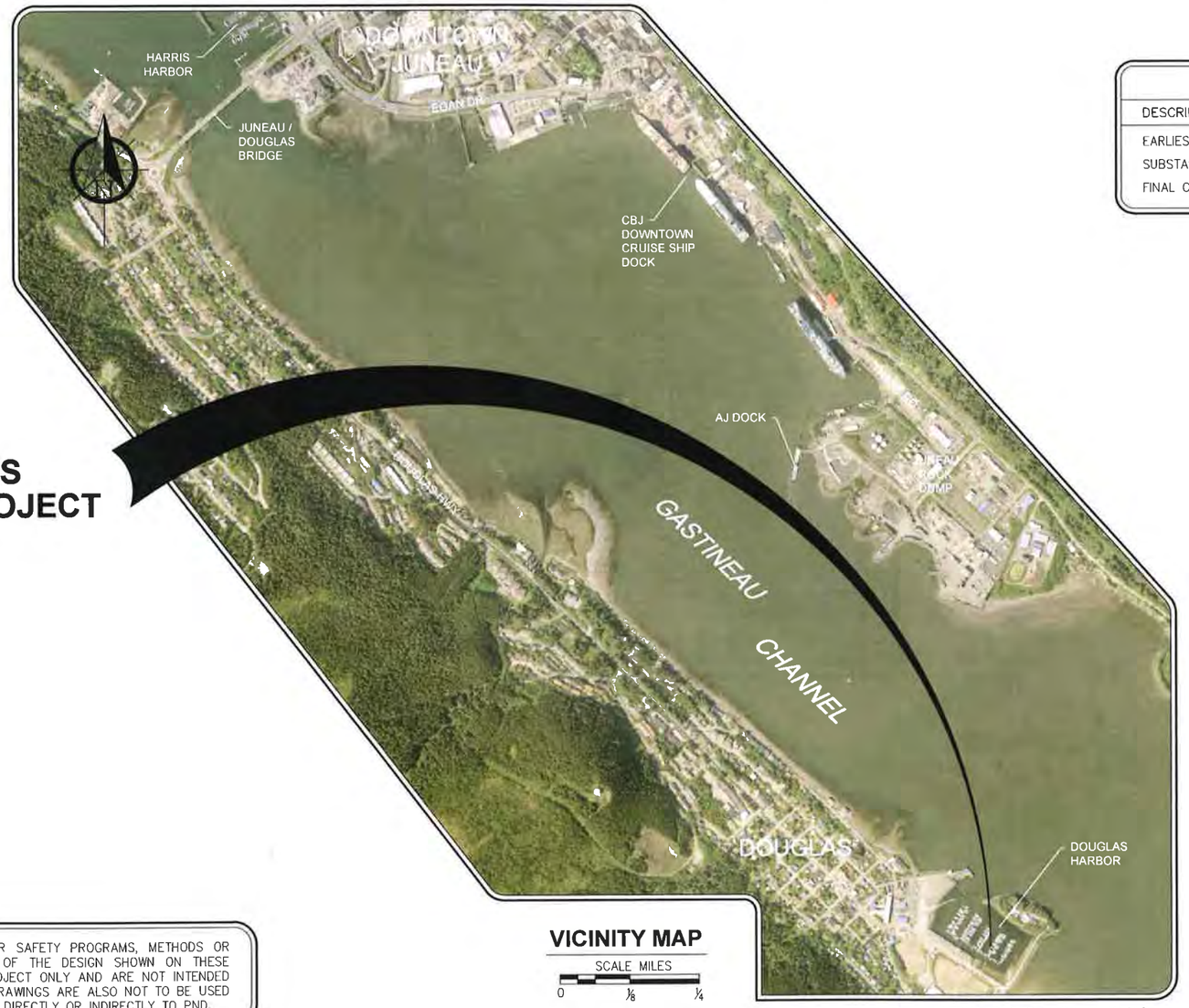
DOUGLAS HARBOR RENOVATION

CBJ CONTRACT - DH 16-001

LOCATION MAP



SOUTHEAST ALASKA



THIS PROJECT

VICINITY MAP

SCALE MILES

0 ⅛ ¼

AERIAL PHOTO FROM AEROMAP

PROJECT SCHEDULE	
DESCRIPTION	SCHEDULE
EARLIEST FIELD START	MAY-2, 2016
SUBSTANTIAL COMPLETION	NOV-15, 2016
FINAL COMPLETION	NOV-30, 2016

TIDAL DATA	ELEV. (FT)
HIGHEST OBSERVED WATER LEVEL	+24.58
MEAN HIGHER HIGH WATER (MHHW)	+16.30
MEAN HIGH WATER (MHW)	+15.34
MEAN SEA LEVEL (MSL)	+8.56
MEAN TIDE LEVEL (MTL)	+8.47
MEAN LOWER WATER (MLW)	+1.60
MEAN LOWER LOW WATER (MLLW)	0.0
LOWEST OBSERVED WATER LEVEL	-6.12

FROM:
NOAA NOS/CO-OPS STATION ID: 9452210 JUNEAU, ALASKA

PND ENGINEERS, INC. (PND) IS NOT RESPONSIBLE FOR SAFETY PROGRAMS, METHODS OR PROCEDURES OF OPERATION, OR THE CONSTRUCTION OF THE DESIGN SHOWN ON THESE DRAWINGS. DRAWINGS ARE FOR THE USE OF THIS PROJECT ONLY AND ARE NOT INTENDED FOR REUSE WITHOUT WRITTEN APPROVAL FROM PND. DRAWINGS ARE ALSO NOT TO BE USED IN ANY MANNER THAT WOULD CONSTITUTE A DETRIMENT DIRECTLY OR INDIRECTLY TO PND.

65% DESIGN REVIEW SUBMITTAL

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.pndengineers.com

DESIGN: PJD CHECKED: JLD
DRAWN: PJD APPROVED: JLD
SCALE: AS SHOWN
DATE: 9/9/2015

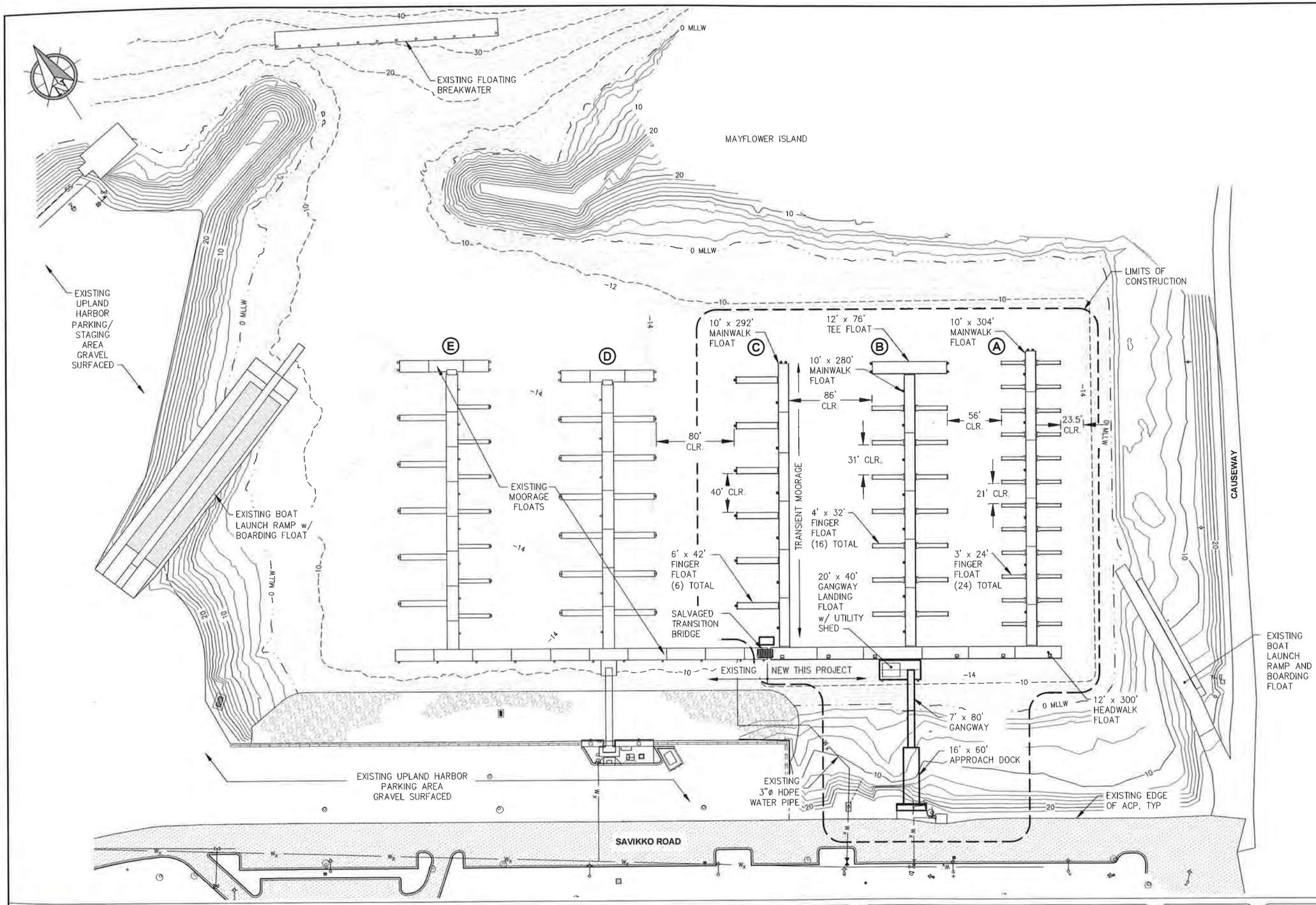
CITY & BOROUGH OF JUNEAU, ALASKA
DOUGLAS HARBOR RENOVATION
CBJ PROJECT - DH16-001

SHEET TITLE:
COVER SHEET, VICINITY MAP AND TIDAL DATA

PND PROJECT NO.: 152037

1.01

SHEET 1 OF 859



65% DESIGN REVIEW SUBMITTAL

REVISIONS

REV.	DATE	DESCRIPTION	DWN.	CKD.	APP.

P N D ENGINEERS, INC.

9360 Glacier Highway Ste 100
Juneau, Alaska 99801
Phone: 907-586-2093
Fax: 907-586-2099
www.pndengineers.com

DESIGN: MS CHECKED: JLD
DRAWN: PJD APPROVED: JLD

SCALE: SCALE IN FEET
0 50 100 FT.

DATE: 9/9/2015

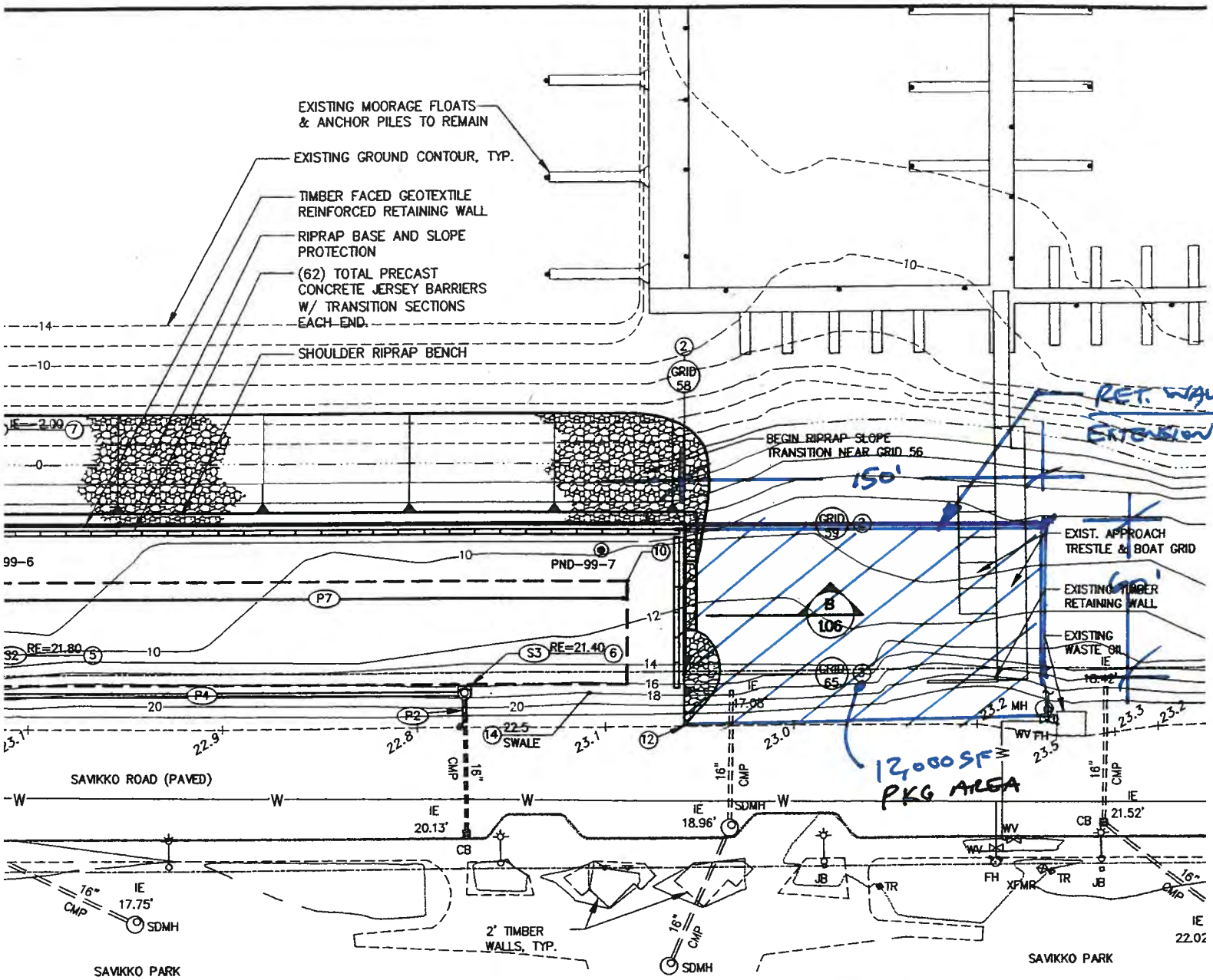
CITY & BOROUGH OF JUNEAU, ALASKA
DOUGLAS HARBOR RENOVATION
CBJ PROJECT - DH16-001

SHEET TITLE: **GENERAL SITE PLAN**

PND PROJECT NO.: 152037

1.05

SHEET 5 OF 69



MMARY

	PIPE I.E.	REMARKS
	18.20	CONNECT TO EXISTING CMP W/ DPC*
	18.40	CONNECT TO EXISTING CMP W/ DPC*
	14.40	
	14.40	
	−2.00	SEE TYP. SECTION C/1.07 FOR PIPE PROFILE
	9.0	LEACHATE COLLECTOR W/ DRAIN ROCK & FILTER FABRIC
	9.0	LEACHATE COLLECTOR W/ DRAIN ROCK & FILTER FABRIC

* REMOVE & DISPOSE APPROX. 8 FT. OF EXISTING CMP @ P1, P2 & S2

DRAINAGE STRUCTURE SUMMARY

STRUCTURE NO.	STRUCTURE TYPE	CASTING TYPE	REMARKS
S1	SDMH−I	MHFTI W/ AD	
S2	SDMH−II	MHFTI W/ AD	TRIM EXISTING 30" CMP TO FIT S2
S3	SDMH−I	MHFTI W/ AD	
S4	SDO	GRATE	
S5	LCMH	MHFSL	MODIFIED SDMH−I FOR LEACHATE COLLECTION SEE DETAILS SHT. 1.08

MHFTI = MANHOLE FRAME W/ TOP INTAKE
MHFSL = MANHOLE FRAME W/ SOLID LID
LCMH = LEACHATE COLLECTION MANHOLE
AD = AREA DRAIN
SDMH = STORM DRAIN MANHOLE − TYPE
SDO = STORM DRAIN OUTLET STRUCTURE
RE = RIM ELEVATION

WN.	CKD.	APP.

Peratrovich, Nottingham & Drage, Inc.
Engineering Consultants
3220 Hospital Drive, Suite 200
Juneau, Alaska 99801
TEL: (907) 586−2093 FAX: (907) 586−2099

DESIGN: CRS CHECKED: JWG
DRAWN: LLR APPROVED: CRS
SCALE: SCALE IN FEET 0 30 60

STATE OF ALASKA — REGISTERED PROFESSIONAL ENGINEER — Charles R. Somerville CE−8845
DATE: OCT. 19, 2001

DOUGLAS HARBOR UPLANDS AND MOORAGE EXPANSION-PHASE II
CONTRACT NO. E02-038

SHEET TITLE: **SITE PLAN GRADING, DRAINAGE AND RETAINING WALL**

PW&D PROJECT NO. 99220.11 DWG. FILE: 1−05.DWG

1.05
SHEET 5 OF 15

REQUEST FOR PROPOSALS

RFP DH16-003

PROFESSIONAL SERVICES
for
LAND USE AND STRATEGIC FINANCIAL PLANNING
for
DOWNTOWN HARBOR FACILITIES
in
JUNEAU, ALASKA

Issued by: _____
Carl Uchytil, Port Director

Date: Insert Date

DRAFT

Request for Proposals

RFP DH16-003

Professional Services
for
Land Use and Strategic Financial Planning
for
Downtown Harbor Facilities
in
Juneau, Alaska

SERVICES REQUESTED: The City and Borough of Juneau (CBJ) Docks and Harbors requests proposals from qualified firms to provide professional services to develop a land use and strategic financial Master Plan to guide future development within CBJ Docks and Harbors managed and leased lands in the general area between Norway Point and the Juneau-Douglas Bridge.

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

QUESTIONS REGARDING THIS RFP: Gary Gillette, Port Engineer, is the sole point of contact for all issues pertaining to this procurement (phone 907-586-0398, fax 907-586-0295, gary.gillette@juneau.org).

PRE-PROPOSAL MEETING: A non-mandatory pre-proposal meeting will be held in Room 224 of the CBJ Municipal Building at 155 S. Seward Street, at **2:00 p.m., Alaska Time on Insert Date.** Persons interested in submitting proposals are encouraged to attend. Conference call capability may be available for the Pre-Proposal meeting. Proposers intending to participate via teleconference shall notify the Port Director's Office, at 907-586-0292, or email teena.larson@juneau.org by 4:30 p.m., on Insert Date.

DEADLINE FOR PROPOSALS: Six (6) copies of the proposal, in a ***sealed envelope***, must be received by the Port Director prior to **2:00 p.m. Alaska Time on Insert Date**, or such later time as the Port Director may announce by addendum to plan holders at any time prior to the submittal date. Proposals will be time-stamped by the Port Director's Office, which will establish the official time of receipt of proposals. Late proposals will not be accepted and will be returned unopened. Faxed or emailed proposals will not be accepted.

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

PHYSICAL LOCATION:

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

DRAFT

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

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

MAILING ADDRESS:

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

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

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

IMPORTANT NOTICE TO PROPOSER

To submit your proposal:

1. Print your company name and address on the upper left corner of your envelope.
2. **Complete this label and place it on the lower left corner of your envelope**

RFP NUMBER: DH16-003

SUBJECT: Professional Services for Land Use and Strategic Financial Planning for Downtown Harbor Facilities in Juneau, Alaska

DATE OF SUBMITTAL AT 2:00 P.M. ALASKA TIME:

_____

SEALED PROPOSAL

Disadvantaged Business Enterprises are encouraged to respond.

DRAFT

(Page Intentionally Left Blank)

DRAFT

TABLE OF CONTENTS

1.0 GENERAL INFORMATION 6
1.1 Purpose 6
1.2 Background 6
1.3 Project Description 8
1.4 Scope of Services 8
1.5 Schedule of Work 8
1.6 Questions 9
1.7 Standard Contract Language 9
1.8 Contract Terms 9

2.0 RULES GOVERNING COMPETITION 9
2.1 Pre-Proposal 9
2.2 Proposal Development 10
2.3 Disclosure of Proposal Contents 10

3.0 PROPOSAL CONTENT REQUIREMENTS 10
3.1 Title Page 10
3.2 Table of Contents 10
3.3 Letter of Transmittal 11
3.4 Scope of Services and Work Plan 11
3.5 History and Experience 11
3.6 Proposer's Organization and Personnel Qualifications 12

4.0 EVALUATION OF PROPOSALS 12
4.1 Criteria 12
4.2 Evaluation Process 12
4.3 Evaluation Data 14

5.0 SELECTION AND AWARD PROCESS 14

6.0 INSURANCE REQUIREMENTS 14

7.0 JUNEAU PROPOSER POINTS 14

8.0 PROTESTS 14

9.0 CONSULTANT'S GOOD STANDING WITH CBJ FINANCE DEPARTMENT 15

PROPOSAL EVALUATION / RANKING FORM 16

ATTACHMENT 1 – Aerial View of Downtown Juneau Harbor Facilities 17

ATTACHMENT 2 – Map of Downtown Juneau Harbor Facilities 18

ATTACHMENT 3 - SAMPLE CONTRACT 19

1.0 GENERAL INFORMATION

DRAFT

This Class 3 Request for Proposals (RFP) defines the scope of the project, defines the documents required to respond to the RFP, and explains the procedures for selecting a firm to provide the requested services. The Class 3 process is used for acquisition of professional services contracts estimated to be more than $50,000. The current budget for this project is $100,000. The Consultant contract may be amended by CBJ Docks and Harbors for additional work related to the subject area based upon the findings and recommendations as a result of this particular project.

1.1 Purpose

The purpose of this document is to solicit proposals from qualified consultants to provide land use and strategic financial planning for short, mid, and long term development and improvements to the Aurora and Harris Harbor basin and upland support properties. The intent is to create a master plan for future development of the facilities to support commercial and recreational uses of the harbor facilities. The planning effort would identify economic measures to consider for financing the various improvements determined essential to the future growth and sustainability of the harbor related infrastructure.

1.2 Background

Juneau is Alaska's Capital City. The year round population is approximately 33,000 residents. During the summer months approximately 1,000,000 visitors arrive by cruise ship. Approximately 400 visiting vessels use Aurora and Harris Harbors per year. Juneau hosts a significant fishing fleet, many of which base out of the downtown harbors (Aurora, Harris, Douglas) along Gastineau Channel.

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

Docks and Harbors has a vision to be the Southeast Alaska Marine Center of excellence providing safe, secure, modern, vibrant facilities meeting the needs of the users it serves. The mission statement pledges to develop and provide opportunities, services, and facilities to support marine related commerce, industry, fisheries, recreation, and visitors. The intent of the master plan project is to develop a plan of short, mid, and long term development strategies to support the vision and mission.

The site of this project is an area generally bounded by Norway Point to the north; Juneau-Douglas Bridge to the south; Gastineau Channel to the west; and Egan Drive to the east. Within this boundary are CBJ Docks and Harbors managed lands and facilities commonly known as Norway Point; Aurora Harbor; Juneau Fisheries Terminal; Harris Harbor; and Juneau-Douglas Bridge uplands.

Norway Point is an area of flat filled land that serves as outdoor storage, parking, and site of the Juneau Yacht Club. Aurora Harbor accommodates 449 vessels. In 2015 a project that replaced about one third of the harbor infrastructure was completed. Docks and Harbors is seeking funding to complete the balance of the harbor improvements. The plan for Aurora has

DRAFT

been developed and is not a task of this planning project. The Harbormaster's Office and associated support facilities sit at the south end of Aurora Harbor. The Harbormaster buildings are well beyond their design life and have significant shortcomings related to structural problems; plumbing issues; and space limitations. Public toilets and showering facilities have long been identified as a need at Aurora Harbor.

The Juneau Fisheries Terminal supports fishermen with loading dock, cranes, and access to boat repair facilities. The current Travel-Lift is limited to 35 tons thus larger vessels must leave Juneau for maintenance and repairs. Improving the Juneau Fisheries Terminal has been a long-time goal of CBJ.

Harris Harbor accommodates 204 vessels and was completely rebuilt approximately ten years ago. Public toilets and showering facilities have long been identified as a need at Harris Harbor.

The Juneau-Douglas Bridge uplands currently serves as a storage area. This uplands area has recently been identified for a direct market fish sales location and a new Maritime Center featuring the Port Director's Offices and public meeting spaces. A park with bronze whale sculpture is planned for the adjacent area.

The project area is primarily accessed from Egan Drive (Alaska Route 7), which is the major arterial road connecting downtown Juneau to Lemon Creek, the Mendenhall Valley, and beyond. There are three harbor entrances along Egan Drive. These entrances have limitations of adequate site distance, approach grading, and ease of exiting especially on left hand turns out of the facility and crossing Egan Drive to the outbound lanes. These issues have been identified by the city as needing ingress and egress improvements. The city has nominated these intersections to the Statewide Transportation Improvement Plan (STIP) for many years but fail to compete well with other ADOT projects.

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

Long Range Waterfront Plan
http://www.juneau.org/plancomm/Final_LRWP_112204.php

Direct Sales Marketing Study
http://www.juneau.org/harbors/documents/SeafoodDirectMarketStudy-Finalreport03-31-2011Rev2_000.pdf

Fisheries Terminal Master Plans
http://www.juneau.org/harbors/documents/FisheriesTerminalMasterPlans.pdf

Fisheries Development Committee – Cold Storage Work
http://www.juneau.org/clerk/boards/FDC_Cold_Storage_Review.php

TIGER Grant Application for Juneau Fisheries Terminal Expansion
http://www.juneau.org/harbors/documents/TIGER7Application-6-5-15.pdf

Alaska Maritime Services Center
http://www.juneau.org/harbors/documents/JuneauMaritimeCenter-9-5-12.pdf

DRAFT

TIGER Grant Application for Alaska Maritime Services Center
http://www.juneau.org/harbors/documents/TIGERVApplicationNarrative-GG.pdf

1.3 Project Description

The proposed project under this contract would develop a master land use and a strategic financial plan for Docks and Harbors managed marine facilities commonly known as Norway Point; Aurora Harbor; Juneau Fisheries Terminal; Harris Harbor; and Juneau-Douglas Bridge uplands.

Property ownership within the project boundaries include CBJ Docks and Harbors; University of Alaska; CBJ Leased Lands from the University of Alaska; state property; and privately owned parcels.

It is intended that a short to long range master plan be developed which would direct future development in the area to serve marine commercial, fisheries, and recreation users. Past development practice has been a responce to short term needs (repair and maintenance) as opposed to a planned long range vision for harbor facilities in the project area.

The plan would have a financial component to identify alternative funding strategies to implement elements of the plan. Facility improvements have been primarily funded through sales tax initiatives; bonding proceeds; and grants. This project is intended to explore alternative funding strategies including, but not limited to, land leases, building leases, or other revenue generating activities, including public-private ventures.

1.4 Scope of Services

The Consultant would work with CBJ Docks and Harbors staff and the Docks and Harbors Board to develop short and long term land use concepts that would provide safe, efficient, and convenient facilities for the variety of marine related activities supported by Docks and Harbors. In addition, strategic financial concepts would be explored that might identify short and long term plans for realizing the development needed and desired in the project area.

Specific tasks might include, but not be limited to, a curserary survey of conditions of existing facilities; identification of land ownership and uses; seek stakeholder and public input; develop alternate land use and financial strategic concepts to meet user needs today and into the future; present concepts to the public and stakeholders for review and comment; present to the Docks and Harbor Board for comment and direction; investigate financial strategies for funding planned developments; and prepare a written report of findings and recommendations to be used as the official master plan for the downtown harbor complex.

1.5 Schedule of Work

The Consultant shall propose a schedule of work that identifies the various tasks as outlined in the Scope of Work allowing time to adequately address the issues; study various concepts and scenarios; allow for adequate public participation; develop final concept plans; prepare recommendations and timing of improvements; develop planning level cost estimates; develop financial strategies; and prepare a report of the process and the results of the project.

For purposes of the schedule, the Consultant, should anticipate a Notice To Proceed of Insert Date. The schedule would be adjusted if NTP is delayed.

DRAFT

1.6 Questions

Questions regarding this proposal should be directed to:

Gary Gillette, Port Engineer
City and Borough of Juneau
Docks and Harbors - Port of Juneau
Seadrome Building – 2nd Floor
76 Egan Drive
Juneau, Alaska 99801

email: gary.gillette@juneau.org
Telephone: (907) 586-0398
Fax: (907) 586-0295

Office hours are 8:00 a.m. to 4:30 p.m. local time, Monday through Friday.

Mailing address for written questions and clarifications should be addressed to:

Gary Gillette, Port Engineer
City and Borough of Juneau
Docks and Harbors - Port of Juneau
155 South Seward Street
Juneau, Alaska 99801

1.7 Standard Contract Language

Attached to this RFP is a CBJ sample contract (Attachment 3) which should be carefully reviewed by proposers, as it is the basis of the agreement that the CBJ intends to contract with the selected Consultant in the event of acceptance of its proposal.

1.8 Contract Terms

It is anticipated that this RFP would result in a contract for services to develop a master land use and economic development plan for the Docks and Harbors managed marine facilities commonly known as Norway Point; Aurora Harbor; Juneau Fisheries Terminal; Harris Harbor; and Juneau-Douglas Bridge uplands. Fees would be negotiated and result in a lump sum and/or a not-to-exceed time and materials contract based on the proposed billing rates for the life of the contract, unless adjustments are approved by CBJ. There shall be no mark-up for expenses or for sub-consultant fees.

2.0 RULES GOVERNING COMPETITION

2.1 Pre-Proposal

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

DRAFT

2.2 Proposal Development

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

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

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

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

2.3 Disclosure of Proposal Contents.

The City and Borough of Juneau, a municipal corporation and political subdivision of the State of Alaska, is subject to the Alaska Public Records Act codified at AS 40.25.100-220, and the public records provisions in the CBJ Charter, section 15.7. The contents of proposals submitted in response to this RFP will be kept confidential a final selection is made and announced by CBJ Docks and Harbors. Immediately following announcement, all proposals become public information. Trade secrets and other proprietary data contained in a proposal may be held confidential, to the extent allowed by law, by the Port Director, upon request in writing by a proposer. Material considered confidential by the proposer must be clearly identified and marked (page, section, etc.) by the proposer, and the proposer must include a brief statement that sets out the reasons for confidentiality. Marking the entire proposal confidential is not acceptable and may be cause for the City to reject your proposal as non-responsive.

3.0 PROPOSAL CONTENT REQUIREMENTS

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

3.1 Title Page

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

3.2 Table of Contents

Clearly identify the materials by section and page number.

DRAFT

3.3 Letter of Transmittal

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

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

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

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

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

3.4 Scope of Services and Work Plan

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

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

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

3.5 History and Experience

3.5.1 Provide company names, individual contacts, and telephone numbers of references for at least three recent projects similar in scope and scale to that subject of this RFP.

3.5.2 Provide general background information on the firm including specialized experience, capabilities, and unique qualifications in the field. This should include information outlining the firm's experience in the specific professional services requested. Provide examples of projects that demonstrate unique, well planned, and executed solutions to program, budget, and design challenges.

3.5.3 Provide information to establish a high level of client satisfaction for the firm's previous work with CBJ, other government agencies, and private clients.

3.5.4 Provide information that demonstrates the ability of the firm to deliver professional planning services that result in successful projects within established budget and on schedule.

DRAFT

3.6 Proposer's Organization and Personnel Qualifications

3.6.1 Describe the organizational structure of the Consultant team for this project with an organizational chart or other diagrammatic explanation.

3.6.2 Specify the project manager and other key personnel who will be directly providing services for the CBJ Docks and Harbors in various areas of the described project and state their position, role, and responsibility. The names, titles and resumes of listed personnel should be provided. Please indicate the experience of each member specifically as it applies to this type of project.

4.0 EVALUATION OF PROPOSALS

4.1 Criteria

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

4.2 Evaluation Process

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

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

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

4.3 Evaluation Data

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

4.3.1 Proposed Method to Accomplish the Project

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

DRAFT

4.3.2 Capacity of Firm

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

4.3.3 Past Record of Performance

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

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

4.3.4 Firm's Experience with Similar Projects

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

4.3.5 Firm's Representation

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

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

4.3.6 Proposer's Organization and Personnel Qualifications

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

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

4.3.7 Quality of the Proposal

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

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

4.3.8 Juneau Proposer according to SECTION 7.0

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

DRAFT

5.0 SELECTION AND AWARD PROCESS

An evaluation committee will review, evaluate, score, and rank proposals in accordance with criteria identified in Section 3 and the Evaluation Form located at the end of this RFP. Each member of the Selection Committee will independently score the proposals. Each member's scores, as they relate to the group of proposals, are then ranked. The proposal receiving the highest score is given a ranking value of "one", the second highest scored proposal receives a ranking of "two", and so on. The scores and rankings of each member are then forwarded to the Port Director. These rankings are checked for accuracy and combined to form a composite ranking.
The Proposer with the lowest composite numerical rank will be declared the apparent successful Proposer. In the event of a tie in the ranking totals, the raw scores of the Proposers who are tied will be totaled to determine the successful Proposer. If oral interviews are used, the successful proposer will be chosen as provided in Section 4.2 of this RFP.

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

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

6.0 INSURANCE REQUIREMENTS

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

7.0 JUNEAU PROPOSER POINTS

Juneau proposer points shall be awarded if the Proposer is determined to be a “Juneau proposer” meeting the criteria of CBJ’s Purchasing Ordinance 53.50, Section 53.50.010. CBJ Ordinance 53.50 can be viewed electronically at the following internet address: www.juneau.org/law. ***Note:*** *The criteria for meeting Juneau Proposer requirements have changed. Please review the new requirements and contact the CBJ Docks and Harbors with any questions.*

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

8.0 PROTESTS

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

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

DRAFT

9.0 CONSULTANT'S GOOD STANDING WITH CBJ FINANCE DEPARTMENT

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

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

DRAFT

PROPOSAL EVALUATION / RANKING FORM

PROPOSER: _____

SCORED BY: _____ **DATE:** _____

POINTS AWARDED

		Points Possible	Score
4.3.1.	Proposed Method to Accomplish the Project	0 – 50	_____
4.3.2.	Capacity of Firm	0 – 10	_____
4.3.3.	Past Record of Performance		
	a. Monitors and maintains project schedules.	0 – 10	_____
	b. Establishes overall project success through close coordination with all parties.	0 – 10	_____
	c. Controls construction budgets, maintaining best interests of Owner.	0 – 10	_____
	d. Delivers high quality services within established budgets.	0 – 10	_____
4.3.4.	Firm's Experience with Similar Projects	0 – 25	_____
4.3.5.	Firm's Representation		
	a. Schedule of availability of personnel.	0 – 15	_____
	b. Scale of involvement is appropriate to the project.	0 – 15	_____
4.3.6.	Proposer's Organization and Personnel Qualifications	0 – 15	_____
4.3.7.	Quality of Proposal		
	a. Is proposal clear and concise?	0 – 10	_____
	b. Is proposal responsive to the needs of the projects?	0 – 10	_____
		Subtotal	_____
	The Port Director will assign points for criterion 4.3.9. below.		
4.3.8.	Juneau Proposer (according to SECTION 7.0).	0 or 10	_____
	TOTAL POINTS	**200**	_____
	INDIVIDUAL RANKING		_____

DRAFT

ATTACHMENT 1 – AERIAL VIEW OF DOWNTOWN JUNEAU HARBOR FACILITIES

ATTACHMENT 2 – MAP OF DOWNTOWN JUNEAU HARBOR FACILITIES

DRAFT

Juneau Harbor Facilities Map

ATTACHMENT 3 – SAMPLE CONTRACT

DRAFT

Port of Juneau

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

PROFESSIONAL SERVICES CONTRACT
For
PROJECT NAME
Contract No. RFP Project Number

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

Witnesseth:

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

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

Now, therefore, the parties agree as follows:

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

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

3. PERSONNEL, EQUIPMENT, SUPPLIES, AND LICENSES.

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

(B) All of the services required hereunder will be performed by the Consultant or under its supervision.

(C) None of the work or services covered by this Contract shall be subcontracted without prior written approval of the Port Director.

(D) Consultant warrants that it is fully licensed under all applicable local, state, and federal laws to perform the services to be provided hereunder.

SAMPLE CONTRACT

4. TIME OF PERFORMANCE. The services of the Consultant are to commence after the execution of the Contract and issuance of Notice to Proceed and Purchase Order. All work shall be completed no later than the time specified in Appendix A. Amendment to this Contract may be made upon mutual, written agreement prior to the contract expiration date.

5. REPORTING. Except as authorized within Appendix A, the City's primary representative for this Contract shall be the Port Engineer, Gary Gillette. The City shall not be liable for Consultant's expenses incurred in reliance on directions received from any other municipal officer or employee. The Consultant's representative shall be Name, Title.

6. COMPENSATION. The City agrees to pay the Consultant according to the provisions of Appendix B. The Consultant's fee schedule is attached to Appendix B and hereby incorporated into this contract by reference.

7. TERMINATION OF CONTRACT FOR CAUSE. If, through any cause, except causes beyond the control of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract; or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least ten days before the effective date of such termination. In that event, all finished or unfinished documents, or other data, in whatever form, prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials, not to exceed the Contract amount.

8. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate this Contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least thirty days before the effective day of such termination. In that event, all finished or unfinished documents and other materials as described in paragraph 7 above shall, at the option of the City become its property, and the Consultant will be paid an amount not to exceed the amounts set forth in Appendix B for work satisfactorily completed on or before the date of termination, less payments of compensation previously made.

9. CONTRACT AGREEMENT. All parties mutually agreed to the terms of this Contract. The Contract should not be construed in favor of or against any party. This Contract contains the entire agreement between the parties; there are no other promises, terms, conditions, or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

10. CHANGES. The City may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, must be mutually agreed upon in writing before they will be regarded as part of this Contract.

11. EQUAL EMPLOYMENT OPPORTUNITY. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

12. CONFLICTS OF INTEREST. Consultant agrees that no employee of the City, who has exercised or will exercise any authority over the specifications, procurement, supervision or payment for this Contract, and no member of the employee's immediate family, has had or will have any direct or indirect financial interest in this Contract. If the Consultant learns of any such interest, the Consultant shall immediately inform the Port Director.

SAMPLE CONTRACT

13. ETHICS. Consultant shall discharge its duties fairly, impartially and maintain a standard of conduct that competently serves the City and the interests of the City. Consultant shall at all times exercise unbiased judgment when performing its duties under this contract.

14. PUBLIC RELATIONS. Consultant shall issue press releases, respond to press inquiries, make public speeches, appear on broadcast media or otherwise engage in public relations regarding the project only with the specific approval of the Port Director.

15. ELECTED OFFICIALS. The Consultant shall respond to project-related inquiries from elected officials by providing impartial, factual information, but shall not initiate contact or attempt to persuade an elected official to agree with any viewpoint or to take any official action. The Consultant will promptly notify the Port Director of any request by an elected official for project-related information.

16. ASSIGNABILITY. The Consultant shall not assign any interest in this Contract and shall not transfer any interest in the same without the prior written consent of the City; however, claims for money due or to become due to the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution without approval. Notice of any such assignment or transfer shall be furnished promptly to the Port Director.

17. FINDINGS CONFIDENTIAL. Any information given to or prepared by the Consultant under this Contract that the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

18. IDENTIFICATION OF DOCUMENTS. All reports, maps, and other documents completed as a part of this Contract, other than documents exclusively for internal use within the City, shall carry a City notation or logo as directed by the Port Director.

19. PUBLICATION, REPRODUCTION, AND USE OF MATERIALS. No services, information, computer program elements, reports or other deliverables that may have a potential patent or copyright value produced in whole or in part under this Contract shall be subject to copyright in the United States or any other country.

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

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

21. INSURANCE REQUIREMENTS. The Consultant has secured and shall maintain insurance for the risks and in the amounts specified in Appendix C. The Consultant and its insurance carrier waive subrogation against the City, except Workers Compensation and Professional Liability.

22. INDEMNIFICATION AGREEMENT. Consultant shall indemnify, defend, and hold harmless City from and against any claim of, or liability for, negligent acts, errors, and omissions of Consultant under this contract, including the award of attorneys' fees. Consultant is not required to indemnify, defend, or hold harmless City for a claim of, or liability for, the independent negligent acts, errors, and omissions of

SAMPLE CONTRACT

City. If there is a claim of, or liability for, a joint negligent act, error, or omission of Consultant and City, the indemnification, defense, and hold harmless obligation of this section shall be apportioned on a comparative fault basis. In this section, "Consultant" and "City" include the employees, agents, and contractors who are directly responsible, respectively, to each. In this section, "independent negligent acts, errors, and omissions" means negligence other than in City's selection, administration, monitoring, or controlling of Consultant, or in approving or accepting Consultant's work. City shall notify Consultant in a timely manner of the need for indemnification, defense, and hold harmless under this section, but such notice is not a condition precedent to Consultant's obligations and may be waived where Consultant has actual notice.

23. CHOICE OF LAW; JURISDICTION. This Contract shall be governed by the laws of the State of Alaska. Jurisdiction shall be in the State of Alaska, First Judicial District.

24. SUCCESSORS. This Contract shall be binding upon the successors and assigns of the parties.

25. PRECEDENCE OF DOCUMENTS. In the event of a conflict between the provisions of this document and its appendices, the order of precedence shall be this document, Appendix A, Appendix B and Appendix C.

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

CITY AND BOROUGH OF JUNEAU

_____

Carl J Uchytil, P.E. Date
Port Director

Consultant Name

_____

Representative Name Date
Title

SAMPLE CONTRACT

APPENDIX A: SCOPE OF SERVICES

Project Name
Contract No. Project Number

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

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

SCHEDULE: The planning, design, contract documents, and cost estimates pertaining to this contract shall be completed by Date unless modified by written mutual agreement under the terms of this contract. Other work shall be performed to coincide with the bidding process to be determined.

EXPIRATION DATE: This contract expires on Date unless an amendment changing this date is fully executed prior Date.

SAMPLE CONTRACT

APPENDIX B: COMPENSATION

Project Name
Contract No. Project Number

Amount of Payment

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

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

Hourly rates shall remain the same for the life of this contract including all amendments, unless the Consultant requests a rate increase. Hourly rate increases may be negotiated on a yearly basis and shall not exceed the percentage increase of the Anchorage Consumer Price Index.

Method of Payment

Monthly Payable within 30 days of receipt of an invoice approved by the project manager and progress report stating the amount of services completed.

Consultant Invoice Requirements

- Itemized invoices must be submitted that indicate the services performed.
- Invoices for this contract must be submitted separately from invoices for services performed under any other contract(s).
- Invoices must include the CBJ Contract Number and Purchase Order numbers.

Compensation Based on Time and Materials

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

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

Compensation for sub-consultants shall be equal to the amounts actually paid to sub-consultants hereunder. No markup allowance is allowed.

Compensation for expenses shall be an amount equal to reimbursable expenses approved in advance by the Project Manager, necessary and reasonably incurred and actually paid by the Consultant in the performance of the services hereunder. No markup allowance is allowed. Reimbursable expenses are expenses that are unique to the performance of the services under the Contract and generally contemplate the purchase of outside ancillary services, such as mailing and delivery charges for

SAMPLE CONTRACT

submittal of drawings, specifications and reports, long distance telephone calls, rentals of equipment, travel and local transportation, meals and lodging on overnight trips.

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

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

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

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

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

- Airline tickets should be purchased at the 14 day advanced purchase price whenever possible. The CBJ will not pay for First Class travel. Any deviation shall be approved in writing in advance by the CBJ Project Manager.
- Per diem meal allowance shall be: $50.00 ($10.00 for breakfast, $15.00 for lunch and $25.00 for dinner).
- The Consultant shall stay at the hotel with a daily rate not to exceed $125.00, unless unavailable.
- Travel agent fees, tips, alcohol or bar tabs shall not be paid by the City.
- Car rental, parking, and taxi fees shall be reasonable and not excessive. This reimbursement is for services in Juneau only. Parking fees, etc. outside of Juneau will not be reimbursed.

SAMPLE CONTRACT

APPENDIX C: INSURANCE REQUIREMENTS

Project Name
Contract No. Project Number

The Consultant must provide certification of proper insurance coverage or binder to the City and Borough of Juneau. The certificate of insurance supplied to the City shall state that the Cityis named as **"Additional Insured for any and all work performed for the City& Borough of Juneau."** The Additional Insured requirement does not apply to Professional Liability and Workers Compensation insurance. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. The City no longer requires certificates of insurance referencing project names and contract numbers. Proof of the following insurance is required before award:

Commercial General Liability Insurance. The Consultant must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against the Consultant. This amount must be at least one million dollars ($1,000,000.00) per occurrence, and two million dollars ($2,000,000.00) aggregate.

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

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

Comprehensive Automobile Liability Insurance. The coverage shall include all owned, hired, and non-owned vehicles to a one million dollar ($1,000,000.00) combined single limit coverage.

Each policy shall be endorsed to waive all rights of subrogation against the City by reason of any payment made for claims under the above coverage, except Workers Compensation and Professional Liability.

SAMPLE CONTRACT