

CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING AGENDA
For Thursday, August 27th, 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 July 30th, 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. 35% Design Review & Budget – Douglas Harbor
Presentation by Port Engineer

Board Questions

Public Comment

Board Discussion/Action

MOTION: TO BE DETERMINED AT THE MEETING.

- 2. Juneau Port Development
Presentation by Howard Lockwood

Board Questions

Public Comment

Board Discussion/Action

MOTION: TO BE DETERMINED AT THE MEETING.

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VIII. New Business - NONE

IX. Items for Information/Discussion

1. PCC Conference
Presentation by Port Director
2. CBJ Emails for Empowered Boards
Presentation by Port Director

X. Committee and Member Reports

1. Operations/Planning Committee Meeting- Wednesday, August 12th, 2015
2. Finance Committee Meeting- Thursday, August 20th, 2015
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. Assignment of Docks & Harbors Board Standing Committees Finance Vice Chair
- b. Operations/Planning Committee Meeting –Wednesday, September 16th, 2015
- c. Finance Committee Meeting – Thursday, September 17th, 2015
- d. Board Meeting – Thursday, September 24th, 2015
- e. Harbor Fee Review Meeting – To be determined
- f. Docks Fee Review Meeting – To be determined

XVI. Adjournment

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I. Call to Order.

Mr. Donek called the Regular Board Meeting to order at 5:31p.m. in CBJ Room 224.

II. Roll Call.

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

Absent: David Logan

Also present were the following: Carl Uchytel – Port Director, David Borg-Harbormaster, and Erich Schaal – Deputy Port Engineer

III. Approval of Agenda.

Mr. Donek to add (h) Board Meeting Time under XV Board Administrative Matters.

MOTION By MR. SIMPSON: 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 June 25th, 2015 Regular Board Meeting Minutes were approved as presented.

V. Public Participation on Non-Agenda Items –
Paul Swanson – e-mail testimony

July 29, 2015 Docks and Harbors Board Members, I submit this testimony for your consideration during your deliberations pertaining to moorage rates, as I find the current pricing system and practices to be inconsistent and out of line. I know that you are governed as an enterprise board for the City and Borough of Juneau and as such represent the interests of all Juneau citizens and entities that use the docks and harbors facilities. I have sat through several Docks and Harbors Board meetings on fee structures and moorage rates. It has been my observation that during these discussions the main premise has been to set rates that are fair for all of the various user groups. So far it seems the main discussion has been focused on commercial users. At this time I would like to bring forth rate issues that pertain to boaters who have secured monthly and annual slips in Statter Harbor. My concern is the disparity in the monthly and annual rates between Douglas, Harris and Aurora Harbors, as compared to Statter Harbor. It has been stated that you charge whatever the market will bear. I understand the law of supply and demand, but after rebuilding what

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was formerly Dehart's marina with 25-27 less moorage slips – it seems that a supply problem was made even worse by this decision to ultimately decrease the number of available slips in the Auke Bay Harbor. Currently the monthly moorage rates for Statter Harbor are \$2.85 per foot higher than rates in the other CBJ harbors. Additionally, the proposed rate increase for monthly moorage in Statter Harbor is 10 cents per foot, while the proposed rate increase is only 5 cents per foot for the other harbors. I was told this calculation is based on the consumer price index to help address problems due to deficient pricing structures of the past. However, since Statter harbor's rates are already higher than those of the other harbors, the rate increase is also higher. It seems that the pricing structure for all of the Juneau harbors should be the same and patrons of Statter harbor, citizens of Juneau, should not have to absorb the costs of an over- inflated rate structure. It is also interesting that this disparity in fee structure is only for monthly moorage, and the other fees, including daily rates, are consistent amongst the harbors. Additionally, for annual moorage there is a serious concern with the current practice of 'double-dipping' on one slip when the annual fees have been paid in full by the slip patron and then the very same slip is rented out to another vessel (typically during the winter). This seems to be a situation in which the annual slip patron should be reimbursed for the sublease of the slip during the months that is filled by another vessel. The harbors should not be able to double dip, but should give the annual renter a rate reimbursement when the slip is rented to another vessel. Or perhaps there should be a restructuring of the agreement to allow for 6 month leases and a set fee to maintain the same slip on a seasonal basis each year. This may be a solution that could benefit both summer and winter users and allow the harbor a more consistent structure. I appreciate your consideration of the issues that I have brought forth and trust that you will work towards solutions that will be fair and equitable for all of Juneau's docks and harbors users. Sincerely, Paul H. Swanson

VI. Board Elections

MOTION By MR. SIMPSON : TO ELECT MR. DONEK AS BOARD CHAIR FOR THE NEXT 12 MONTH PERIOD AND ASK UNANIMOUS CONSENT.

Motion passed with no objection

MOTION By MR. SIMPSON: TO ELECT MR. PETERSON AS BOARD VICE-CHAIR FOR THE NEXT 12 MONTH PERIOD AND ASK UNANIMOUS CONSENT.

Motion passed with no objection

VII. Unfinished Business –

1. Public Hearing – Notice of Proposed Changes to Regulations
Amendment of Title 05, Chapter 20 (Small Boat Harbor Fees and Charges);

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and, Amendment of Title 05, Chapter 45 (Small Boat Harbor and Port Facilities Use Regulations)

Mr. Uchytel said the Committees have been working on Chapter 45 changes since January 14th, and Chapter 20 since January 28th. They went through the full Board meeting in April and May. This public hearing was postponed because of the meeting change in June. There are items in this regulation change that pertains to the Auke Bay Loading Facility. Because this was advertised as a public hearing, he would like to hear public testimony, but would like to wait to proceed to the Assembly until more clarity with what is going to happen with the Boat Yard move to the Auke Bay Loading Facility.

Board Questions –

Mr. Donek asked if this regulation would be for Docks & Harbors running the Boat Yard? Can these regulations be added in the Auke Bay Boat Yard contract?

Mr. Uchytel said assuming the operations are transferred to Harri's Commercial Marine, he is not sure these regulations are needed.

Mr. Simpson asked if these regulation changes could be adopted for purposes of moving them forward to the Assembly, and later come back to take them out if they are needed.

Mr. Uchytel said we are also going to be changing the Commercial Launch Ramp fees which is embedded in one of these chapters. The regulation change process is not lining up to make it a clean change.

Mr. Bush asked if this should be tabled?

Mr. Donek said no because this has been advertised for public hearing.

Mr. Simpson said the Board could hear the public testimony and still defer final action.

Mr. Janes said it is unknown when the Auke Bay Boat Yard transition is going to be in effect. Can the Board just approve the regulations as they are? After the Auke Bay Boat Yard move, the Board could look at this again and can take out the regulations that are irrelevant.

Public Comment - None

Board Discussion/Action

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Mr. Peterson asked if it would create confusion if the regulations changes were approved and on the books, and then the transfer happened?

Mr. Borg said no.

Mr. Simpson said leaving certain parts of this regulation change would be making an assumption of what may or may not happen. He recommends approving these as is. This can be revisited at a later time if it is needed.

Mr. Zaruba asked if it is a big process to take the regulations off the books again if it is needed?

Mr. Uchytel said it is the same process. The Board will need to approve this, go out with a public hearing, and then final approval from the Assembly.

Mr. Donek asked a question for CBJ law if it should be stated in the contract that these regulations do not pertain to the Auke Bay Boat Yard lease? He recommends to approve this as presented.

Mr. Uchytel said if this is approved, it will go forward to the Assembly on August 10th. It will be a later date for the Commercial Launch Ramp fee change.

Mr. Donek asked if this should be tabled tonight?

MOTION By MR. BUSH: TABLE THIS REGULATION CHANGE AND BRING BACK TO THE AUGUST MEETING UNTIL IT IS COMPLETE TO SEND TO THE ASSEMBLY AND ASK UNANIMOUS CONSENT.

Mr. Simpson objected. He said after the hours of time spent on this change, he would like to see this move forward and things could be taken out if needed in the future.

Mr. Bush removed his motion.

MOTION By MR. PETERSON: TO APPROVE THE PROPOSED REGULATION CHANGES AND THAT THE ASSEMBLY TAKE ACTION TO ADOPT.

Motion passed 7 yes 1 no.

VIII. New Business

1. AEL & P Electrical Service – Statter Harbor Launch Ramp Facility

Mr. Uchytel said this was approved through the OPS/Planning Committee, but the Finance Committee wanted more information. The Deputy Port Engineer Erich Schaal and AEL & P representative Darrel Wetherall is here to give a short presentation and answer questions on this project.

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Mr. Schaal went over the site plan in the packet. He said when ADOT required Docks & Harbors to move the entrance to Statter Harbor, the new entrance required a guide pole relocation. Because of the guide pole relocation, the existing pole across the street was not strong enough to support the load lines. There was a new pole system designed necessary in order to maintain the strength for the lines and to not impact other users. The service lines to our project will be in conduit that runs under the ground. This system will serve a power meter base for our property and will also connect to the electrical system for the Deems property, Dehart's, and the Auke Bay Boat Yard.

Mr. Wetherall said the system consists of transmission lines and distribution lines. In order to keep the customers supplied with power, one of the lines needs to be hot. That is the complicating part of this project. This proposed option is the best overall solution and to minimize the overall risk.

Mr. Uchytel said the initial amount budgeted for this electrical service project was \$130,000, and the current charge is at \$133,500. The reason it is before the Board is because all contracts over \$100,000 requires Assembly approval.

Board Questions –

Mr. Donek said this is really just adding another pole to allow the existing pole to no longer be guided across the highway.

Mr. Schaal said that is correct.

Mr. Simpson asked why Docks & Harbors is paying for this rather than the power company?

Mr. Uchytel said Docks and Harbor is paying because this is at our request. The only reason for this change was when ADOT required the driveway to be moved to line up with the alley across the street.

Mr. Schaal said ADOT has the sole discretion on all driveway permits, and it needed to be moved to be allowed to have a driveway.

Mr. Summers asked if it is totally because of the Harbor project for this pole change?

Mr. Schaal said yes.

Mr. Bush asked because this was budgeted, none of this is a surprise but just procedural.

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Mr. Schaal said yes.

Public Comment – None

Board Discussion/Action

MOTION By MR. SIMPSON: TO RECOMMEND TO THE ASSEMBLY, APPROVAL OF A SOLE SOURCE CONTRACT WITH AEL&P IN THE AMOUNT OF \$133,488.37 FOR WORK NECESSARY TO PROVIDE ELECTRICAL SERVICE TO THE STATTER HARBOR LAUNCH RAMP FACILITY WHICH IS CURRENTLY UNDER CONSTRUCTION AND ASK UNANIMOUS CONSENT.

Motion passed with no objection

2. 35% Design & Budget review – Old Douglas Harbor

Mr. Uchytel asked the Board to start thinking about how much of the Harbor Fund Balance they want to use to finish Douglas Harbor?

Mr. Schaal said this is the same layout that is existing currently, and has gone through the review of the Harbor staff. The design includes the new poly tub float design, LED lights, the current new pedestal design, and the new GFCI electrical requirements. The design adds a new gangway and approach dock. The gangway landing float will include a utility shed for snow equipment and other minor maintenance items.

Mr. Uchytel said on July 17th Docks & Harbors held a public input meeting at the Douglas Library where there were 25 in attendance. PND has already incorporated some of the public suggestions from that meeting. The next meeting will be the 65% design.

Board Questions –

Mr. Simpson said this plan has been seen by the OPS/Planning Committee, and approved this conceptually. He asked how much more opportunity at the 35% design is there for recommended changes?

Mr. Uchytel said as this moves forward with more refinement, it is just money and time. It is better to make the changes early on in the design process. In this design, the grid has been completely removed which will be a modification to the contract with Trucano Construction.

Mr. Zaruba asked what can be modified to be able to get closer to the available fund Docks & Harbors already has?

Mr. Uchytel said not good modification options. There could be no power installed to A float. We could do away with 2nd landing and only having one gangway leading to Douglas Harbors. The added items in the design have

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been added to improve the facility for the next four or five decades. There aren't a lot of things the Harbor can do without.

Mr. Donek asked if this fits the patrons in Douglas Harbor currently?

Mr. Uchytel said this is a replacement in kind.

Mr. Summers asked if the boats could reach the inside of the main float at any tide?

Mr. Schaal said yes, but it would add to the cost.

Mr. Summers asked if the gangway in the design currently precludes travel to the inside of the main float at mid to low tides?

Mr. Schaal said in the design it is set back further and longer, so he believes there will be better access with more space.

Public Comment-

Renee Recer, Douglas, AK

She said the space between the two ramps is suited for really small boats. She is not sure to spend extra dredging for the few boats that will utilize this area.

Board Discussion/Action

Mr. Simpson said he is a long time advocate for this project and would like to see this move forward, but he would like this 35% design to come back to the OPS/Planning Committee to change some things, or have a discussion on more changes.

Mr. Uchytel asked if he can assume the 35% design has been approved and to keep moving forward?

Mr. Simpson said he would like the Engineers to wait a couple of weeks until after the OPS/Planning meeting.

Mr. Uchytel said the time line for this project is Trucano will mobilize September 1st and be finished by October 12th. He still needs one permit from DNR, but the Corps is planning to dredge from mid October to March. Our contract would be awarded in April with the work in the summer (around Eagle Nesting)and completion in November.

Mr. Simpson recommended to move the OPS/Planning meeting to earlier in the month.

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Mr. Donek asked if he just wanted to send his suggested changes to PND?

Mr. Simpson said there is value to having a discussion about the change ideas and receive different perspectives.

Mr. Donek said there will need to be some logical cuts to this plan. This is the piece that is needed to make a decision on coming up with the final funds needed for this project.

Mr. Simpson said there is a potential to cut \$500,000 off this plan.

NO MOTION

3. Proposed Regulation Change – 05 CBJAC 20.060 – Recreational Boat Launch Fees.

Mr. Uchytel said at the last full Board meeting, this was sent back to the Committee's to make a recommendation. At the OPS/Planning meeting the Committee recommended \$100 per trailer. At the Finance meeting, they recommended keeping the current \$90 per trailer, but raise the daily rate to \$15 per calendar day. In regulation, Tee Harbor is struck out because it is unclear if CBJ owns this land.

Board Questions –

Mr. Summers wanted to make sure it was in regulation that with the initial launch ramp application an individual needs to provide a registration with an address matching a drivers license address.

Public Comment- None

Board Discussion/Action-

Mr. Simpson said section (d) was a response to public testimony. He would rather not change (d) for a different purpose. Section (e) was to address Mr. Summers concern.

Mr. Donek suggested to add the third sentence in (d) 1 under (e).

Mr. Summers confirmed the suggestion to add; The titles must affirm the applicant's home address with a valid driver's license and the address indicated on the trailer registrations, under (e).

Mr. Donek said that was correct.

Mr. Uchytel said "title" should be "registration" because not everyone has the title.

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Mr. Simpson asked if the \$15 was for round trip, meaning you could launch on Saturday and remove your vessel on Sunday?

Mr. Borg said no. You can launch and remove all in the same calendar day only.

Mr. Janes suggested to add a word “to” before “two” in the first sentence in (d)1, and use “supplemental” for the two permits that can be obtained for \$5 each instead of “additional” to not confuse with the word “additional” in “additional permits” under (d)2.

Mr. Uchtyl said the word “additional” was added from the last meeting, he said he would work on better language.

MOTION By MR.BUSH: TO APPROVE THE PROPOSED REGULATION CHANGES WITH ADDING A SENTENCE, WORD SMITHING, AND COMMENCE 21DAY PUBLIC NOTIFICATION PROCESS PRIOR TO HOLDING A PUBLIC HEARING AT A FUTURE BOARD MEETING AND ASK UNANIMOUS CONSENT.

Motion passed with no objection

4. Proposed Regulation Change – 05 CBJAC 20.070 – Fees for commercial use of boat launches.

Mr. Uchtyl said this was approved at the Harbor Fee Review on June 3rd and it was forgotten to get on the next OPS/Planning meeting agenda to move forward. This is here at the Board level and has not been through the standing Committees. The Board can act upon this tonight or refer back to the standing Committees for review and action. The Harbor Fee Review’s motion was to;

- charge \$250.00 per trailer
- add the Auke Bay Loading Facility to the location to launch
- strike out the personal use fee.

Board Questions-None

Public Comment –None

Board Discussion/Action

MOTION By MR. BUSH: TO APPROVE PROPOSED REGULATION CHANGES AND COMMENCE 21 DAY PUBLIC NOTIFICATION PROCESS PRIOR TO HOLDING A PUBLIC HEARING AT A FUTURE BOARD MEETING AND ASK UNANIMOUS CONSENT.

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Motion passed with no objection

5. Zoning Change Proposal – Waterfront Industrial to Industrial

Mr. Uchytel said Mr. Watt the Director of Engineering is here to speak about the reason to change this area from Waterfront Commercial Industrial to Industrial. The Assembly Committee of the Whole met on July 13th and had a couple items that were Docks & Harbors related. One was the electrification for 16B and the other was this zoning change south of the Little Rock Dump. The Mayor made a motion that this proposed rezone change come through Docks & Harbors first and then go to the Planning Commission. Mr. Watt is here to speak to the Board at the request of the Assembly Committee of the Whole.

Mr. Watt said this zone change was something he thought was going to be simple and would be supported, however, it did not work out that way. He said the Assembly would like to hear Docks & Harbors comments on this issue. The waste water treatment plant at the rock dump is a 100 year decision. The Community needs to think in the very long term, environmental regulations don't get easier over time, and he only anticipates more things with more complexity at the waste water plant. One of the Assembly's goals is to find more Industrial land because there is a shortage of Industrial land in the Borough. This zone change was an idea he thought the Assembly would approve. When this area was changed to Industrial, over time he could fill this land and utilize it for Public Works activities. By filling this area, it would improve the land and be a long term asset for that 100 year waste water treatment facility. The short term fix to this land would be equipment staging that used to be staged under the bridge, the equipment needs to be moved because of the park and whale project that will be in the under the bridge location. This is also a solution for a location for snow piling operations, and includes improving the capacity of the plant for future possibilities for cruise ship dumping of their bio solids. With trying to follow the Assembly's goal of finding more Industrial land for the mentioned projects is the reason for this zone change. The lease to Mr. Lockwood which is next to the waste water treatment plant has not been surveyed or platted. It is a partially filled tideland parcel. Because it is not platted, he has no definite corners to go by. When Docks & Harbors leased this area to Mr. Lockwood, the entire parcel was leased. The area for the treatment plant was removed and there were provisions left for the Public Works director to articulate what they thought the needs of the Public Works Department would be in the future. The area is not defined well enough so all parties would agree. He said he thinks there is some fear that if the rezone goes through this will permanently encumber Mr. Lockwood's lease area. His intent is to opportunistically fill those tidelands with free fill from regular excavation projects and create a big yard similar to AML's yard. In

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this new filled area, the waste water treatment plant could be upgraded with the new EPA regulations, and respond to Industry needs. There would just be a larger footprint to work with. This zone change is not exactly consistent with the waterfront plan, but it is more or less on board. In the short term the Waterfront Industrial zone area would be used for storing equipment but in the long term he is unsure of the use. He has no objection to requests to not put permanent structures on this area which could preserve this area for a long term use. He is looking for flat land in the short term that can be used for equipment storage.

Board Questions -

Mr. Zaruba asked why the rezone was necessary and not just fill the land under the current zone of Waterfront Industrial?

Mr. Watt said he went and talked to the Planning Department about his future thoughts for this area and they said under the Waterfront Industrial zone he would need to claim this would be a water dependent use, and he is not able to claim that.

Mr. Zaruba said what about a joint venture where you fill this area and Docks & Harbors gives you permission to use this area until such time as it's found a better use for.

Mr. Watt said he does not agree this tideland area is Docks & Harbors management area when he looks at the waterfront plans and the land management plans. When the Assembly granted Docks & Harbors tidelands, they didn't draw a line.

Mr. Uchytel said part of this is Docks & Harbors is the advocate for anything waterfront related. He said it is appropriate that the Board has some input on zone change when it affects area downstream from the Public Works area.

Public Comment-

Howard Lockwood, Juneau, AK

He said is the manager of Juneau Port Development LLC and the owner of AMEX Mining. This started about three or four months ago when the Public Works Director applied for a zone change from Waterfront Commercial Industrial to Industrial. When this was heard by the Planning Commission it was voted against nine to zero and denied the change. The Public Works director appealed this decision to the Assembly and the appeal was denied and tabled. Mr. Lockwood said during the last three years, the Public Works Director has been wanting to modify the use. Mr. Lockwood said this isn't a treatment plant expansion, but a total change in the use of that area. There is a new snow dump area at this location and now a truck parking and trash

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storage area. This is driven to be able to put a human waste burning facility on the most pristine waterfront in this whole community. He said he has been twelve years in planning a facility for a Harbor. The idea is to dredge the Harbor, build a wall and put the material behind the wall, and create an area for use. He said his main objection is when you change the zoning from Waterfront Commercial Industrial to Industrial you remove the ability to establish a revenue generating property. Mr. Lockwood said the facility should be built in Lemon Creek. Mr. Lockwood said this area has been surveyed at statehood, surveyed again when the long range waterfront plan came in, and you can see the survey data on the highway. The lease survey provision that was mentioned as a lapse in the lease was covered one year after the lease was signed, which John Stone went over the lease and noted the occupants lease area is ATS556A. The only restriction from that property is the original sewer plant. When CBJ received that in their municipal grant, the State withheld the mineral reservations, and that reservation was staked in mine claims. There are two title equities that have to be cleared before anyone can do anything with that property, and to this day, the Public Works director has not even addressed that situation. This zone change is not good for this property.

Board Discussion/Action -

Mr. Peterson said being a strong advocate for Docks & Harbors and their properties, he will not support this zone change.

Mr. Simpson said this Board has approved a lease for Mr. Lockwood and this zone change will impact Mr. Lockwood's proposal for that lease area if he is to overcome the conditions of the lease. He sees no value in this zone change that would adversely affect Mr. Lockwood's proposal.

Mr. Janes said he understands the need to look forward and long range planning, but this land could hold commercial value. He suggested to locate the equipment under the bridge.

Mr. Uchytel said Mr. Watt is suggesting that this is Public Works property that is zoned waterfront Commercial Industrial, and it is their property that they want the zone change for, but this will affect Docks & Harbors managed property. He showed on the map that he could support changing the triangle area that is Public Works area into Industrial and leaving the rest Waterfront Industrial. Docks & Harbors needs to look in the future also and this area could be used for a fish processing plant.

Mr. Bush said looking ahead he sees Waterfront Commercial Industrial for highest and best use of this property, and will not support down grading to Industrial.

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Mr. Janes asked if the area would require fill?

Mr. Watt said he would like to fill the whole area similar to AML's area, and he would do this with his maintenance crew.

Mr. Janes asked if being zoned Waterfront Commercial Industrial he could still do the fill work?

Mr. Watt said the issue would be with the Planning Department. When he does this fill work, he is basically telling them this will be a water dependent use project.

Mr. Zaruba asked for an inventory of all the properties we manage.

Mr. Watt said the tideland parcel in question is not divided. There is just an artificial line and no delineation.

Mr. Donek said his concern is with changing the zoning to Industrial without any real plan. He would feel better if Mr. Watt brought a long term plan forward before the zone change proposal.

MOTION By MR. ZARUBA: TO OPPOSE THE PROPOSED ZONING CHANGE AND ASK UNANIMOUS CONSENT.

Mr. Peterson objected he suggested to have a roll call to Mr. Zaruba's motion.

Motion passed unanimously by vote.

5 Minute Break

IX. Items for Information/Discussion

1. Cruise Vessel Scheduling

Mr. Green said Mr. Uchytel asked him to come and explain how the cruise ships are scheduled in the different locations.

Mr. Donek asked if there could be more ships scheduled at the two docks closer to town (Steamship dock and Cruise Terminal dock) and what would be the process to have this change?

Mr. Green said scheduling is determined by the ships parameters. After 16B, it will fix the problems that the ships face now at the docks closer to town. There are two class of ships that fit at these two docks. It is also determined by the gangway location and the vessel's draft. The docks are restricted by its configuration as well as size. Cruise Line Agencies does try to make ships that would not normally work at these docks work with inverting the gangway and other methods to make the docks work. The Princess ships have a long term

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lease with the Franklin Dock and prefer to use that dock. The big problem with the Steamship dock is the size, and the big problem with the Cruise Terminal dock is it needs to be dredged in front of the dock. When there are low tides, the ships need to go to anchor. On the days there are no ships at the Steamship dock and the Cruise Terminal dock, there are no ships that fit at those docks. Another change this year is the Seven Seas Navigator that fits at these two docks has opted to dock at the AJ dock this year, which has always been an option for them. They fit better at the AJ dock because of gangway issues, however, they prefer to be downtown so they will go to anchor sometimes. The customers don't like the anchoring out so they are going to the AJ dock. Mr. Green said his focus is on operation issues and not where the cruise ship customers are going to shop. The operational concerns are first and gangway issues are second.

Mr. Janes asked how is the Cruise Ship scheduled two years in advance? Why are there five ships in port some days, and two other days?

Mr. Green said it is determined by what the cruise lines wants to do based on marketing criteria, meaning it is difficult to sell a cruise mid week versus the weekend. Ships that start their voyage in Vancouver only come to Juneau every other week. Monday is a heavy load because it is two days ship travel time from Vancouver and Seattle where the cruises start from. Less ships arriving on Friday and Saturday. Sunday has been heavy because of the mid week trips. The ships are growing and that is a good reason that Juneau is moving forward with 16B to accommodate the larger ships.

Mr. Summers asked if there would be benefit for Docks & Harbors or the CBJ to enter into a contract with the cruise lines to use the new facilities. Depending on where the ship is docked makes a significant impact on the tax dollars from downtown business owners. How would it affect the scheduling if Docks & Harbors did have a contract with the cruise lines?

Mr. Green said cruise line agencies would have to honor the contract but we would also have to look at operational requirements. He said Cruise Line Agency's meets with the cruise lines a couple times a year to work on the schedule to see what fits in the southeast ports. This is figuring tides, size of vessel, bollard locations for lines, gangway locations, and looking at everything up to two years out. A conflict document is created with possible solutions. With this information the cruise ships make trades and some will anchor, and some will reverse their order where they go to Skagway first. The challenge is to make it all fit and work with our primary interest to get the ships docked to give them the port time they need to get the tours off and get the tour revenue in town. Operational necessity first, preference is second, and this is all a very complex process that takes hundreds of hours to make work.

CBJ Docks and Harbors Board
REGULAR BOARD MEETING MINUTES
For Thursday, July 30th, 2015

Mr. Bush asked with part of 16B being installed in the fall, will the Steamship dock be used next season?

Mr. Green said yes, but it is still the same issue that only certain size ships will fit at that dock. With the new dock, there should be more room at the Steamship dock but they may need more tug assist.

Mr. Peterson said currently it appears Docks & Harbors is passive where schedules are set. When schedules are set, are there private dock owner representatives at the table when these schedules are set? If this is happening, would it be to Docks & Harbors advantage to have a representative at the table?

Mr. Green said there are no other private dock owners present. The only exception is when the cruise line is the partner of the dock. Example would be that Princess Lines is a lease holder owner of Franklin Dock. This would be the only time a private dock representative would be at the table. This is a Board that meets the vessels operational issues in Alaska and Pacific Northwest. He said he is not sure there would be an advantage of a Juneau representative being at the meetings.

Mr. Summers said some people have suggested that Cruise Line Agencies is part owner in the private docks.

Mr. Green said we operate the facilities, but we don't own it.

2. New Cruise Ship Berths

Mr. Uchytel said at the Assembly Committee of the Whole on July 13th, the Committee wanted to have an update on the electrification of the 16B project with hydro power. Docks & Harbors' position has not changed since 2011. There is still insufficient power capacity in CBJ to power more than one cruise ship in town. Mr. Uchytel said Mr. Mitchell has gone on record stating that he is building Sweet Heart Lake power plant, construction will start next year with power available in 2017, and Docks & Harbors is being foolish for not investing in design efforts to bring this system to the 16B project. A Princess Cruise Line representative said they may not want electrification for their ships, but to install scrubbers, which would meet their Environmental Control Area requirements. This is not through low sulfur fuel but by having devices installed on ships that reduce emissions meeting EPA requirements. Mr. Uchytel said he will reach out to the experts that Duff Mitchel references to do a study to make sure the cat walks and floats, as we know it today, will not be negatively impacted by not doing anything now. The vault and the conduit has been installed through the parking lots so when there is sufficient electrical capacity, it will be easy to provide power to the docks if that is what Industry wants.

3. Harri Commercial Marine Boatyard Relocation

Mr. Uchytel said it was decided by the Board that the best and highest use for the Auke Bay Boatyard is not a Boatyard. He said he has been actively involved in trying to move the Boatyard from Stater Harbor to the Auke Bay Loading Facility. He crafted a Memorandum of Agreement for this

CBJ Docks and Harbors Board
REGULAR BOARD MEETING MINUTES
For Thursday, July 30th, 2015

change. The Law Department will execute a lease amendment but will need an updated appraisal for the new lease rate. Mr. Uchytel said he has been working with Docks & Harbors Term Contractor appraiser Charles Horan. This will be a difficult appraisal because it is not a free and open market place. There is a very expensive self propelled hydraulic boat lift that no other community in Southeast Alaska has. The rate will be determined by looking at property not at it's best and highest use but it's intended use. When he gets something back from Horan & Company he will come back to the Board for a more indepth discussion on lease rate. Mr. Duvernay has a lease until 2018.

Mr. Duvernay said on page three of his lease it states,

“The term of this lease will be 10 years or until such time a new haul out facility is constructed, whichever is sooner. In an event a new haul out facility is constructed during the term of the lease, the City 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 CBJ codes”.

Mr. Simpson said this means Mr. Duvernay has the first right of refusal.

Mr. Duvernay said Docks & Harbors is obligated to ask the Lessee first and not do a RFP process.

Mr. Simpson said we will still have to get the appraisal and figure out the lease rate.

Mr. Duvernay said the transfer of the lease also includes an adjustment of the rent. They are different facilities with different capabilities. He will expect to be paying a higher lease rate more in line of the downtown rent.

4. Former Thane Ore House – Lease

Mr. Uchytel said staff had an information meeting that five parties showed up showing interest. The Thane Ore House was opened to let contractors and interested proposers to look the building over. Proposals are due on August 14th. He said he has not received any questions that would delay the due date. He asked the Board if there was anyone that wanted to sit on the selection Committee? He will also ask the Assembly Liaison if he would like to be on the selection Committee also. He is anticipating five proposals.

Mr. Janes and Mr. Simpson said they would be on the selection Committee.

5. TBMP Efforts- Auke Bay Wake

Mr. Uchytel said Kirby Day (TBMP) is engaged and sent letters for a voluntary effort to reduce the wake effect on Rob Warden's dock.

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6. Proposed Restaurant Lease – Douglas Harbor Parking Lot

Mr. Roha, Juneau, AK

He said has revised his initial plan that was brought to the Board after the PND parking study. This is the same basic plan, but the location of the restaurant has been shifted and put on pilings which would be off the parking area and in the tidelands.

Mr. Simpson asked what the impact of the building will do on parking?

Mr. Roha said it would only eliminate five or six boat trailer spaces and narrow the drive area. This is just a rough draft. He will not continue with the building until he hears from the Board it is okay to move forward. The car parking in front of the Harbor area far exceeds any code requirements for the parking. There may be an opportunity to move some of the boat trailer parking there and off the end of the boat ramp area.

Mr. Janes asked Mr. Roha's plan adds spaces to the PND proposal?

Mr. Roha said PND did not account for the restaurant proposal parking.

Mr. Janes asked with the new proposal Docks & Harbors still loses six to eight parking spaces?

Mr. Roha said four to five spaces.

Mr. Janes said the loss of parking spaces is important because the parking is the major issue here. He would like the plan brought into scale to be able to compare to the PND drawing.

Mr. Simpson said he is in support of this idea and it would be a good amenity for Douglas, but the main concern is parking. He suggested to come back with a more specific drawing that definitely deals with all the parking concerns.

Mr. Donek asked what the next step for this proposal is?

Mr. Uchytel said it would be a RFP or RFB type process. Unfortunately in a public process, the one with the good idea may not win.

Mr. Roha said that may be the deal breaker. He has put in a lot of time, effort, and money.

Mr. Peterson asked if when PND did the parking study, was Docks & Harbors still short on parking of what Fish & Game requires for a double ramp facility?

Mr. Uchytel said that is correct.

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Mr. Roha asked if this definitely had to go out to a RFP process?

Mr. Donek asked Mr. Uchytel to talk to the Law Department to see the public process for this proposal.

Mr. Bush asked what the process was for a lease?

Mr. Uchytel said some are a competitive lease, all are advertised. He said he will get with the Law Department on the process for this proposal.

X. Committee and Board Member Reports

1. Harbor Fee Review Committee Meeting – n/a

2. Operations/Planning Committee Meeting – Wednesday July 15th, 2015

Mr. Simpson reported the Committee heard;

- Public testimony on the launch ramp fees - this was moved to the Finance Committee.
- Fritz Cove public access, trailered/non-trailered boat access - there was no motion at this time.
- The zone change proposal at the Little Rock Dump.
- A presentation on the AEL & P power pole issue.
- An update on the Douglas Harbor.
- Auke Bay Boat Yard move.
- A presentation from the Oceans Interpretive Center for the Gold Creek area downtown.

3. Finance Committee Meeting – Thursday July 23rd, 2015

Mr. Peterson reported the Committee heard;

- A presentation on the AEL & P power pole issue.
- The proposed regulation change on the recreational boat launch fees – this was forwarded to the Board
- Looked at the Auke Bay Boat yard memorandum of agreement – The Committee recommended Mr. Uchytel to move forward with a lease agreement to relocate.

4. Docks Fee Review Committee Meeting – n/a

5. Member Reports – none

XI. Port Engineers Report –

Mr. Schaal said Mr. Gillette's report is in the packet and will answer any questions.

Mr. Peterson asked about the status on the eagle nesting issue that could be a problem to move forward with Douglas Harbor.

CBJ Docks and Harbors Board
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Mr. Uchytel said staff is working with Fish & Wildlife, but this could slow the mobilization for the Douglas Harbor rebuild.

XII. Harbormaster's Report –

Mr. Borg said the Sea Lift was out of order for a short time, but it is up and operational again.

Mr. Janes asked if Mr. Duvernay was able to watch the repair.

Mr. Borg said yes.

XIII. Port Director's Report –

Mr. Uchytel said Mr. Gillette's mother passed away and is in Wisconsin.

XIV. Assembly Liaison Report - None

XV. Board Administrative Matter

a. Assignment of Docks & Harbors Board Standing Committees

Mr. Donek said he kept the same committee members but replaced Mr. Busch with Mr. Zaruba and Mr. Spickler with Mr. Lowell.

b. Comprehensive Fee Review Committees

Mr. Donek said this will be reinstituted for the next year and again he said he kept the same committee members but replaced Mr. Busch with Mr. Zaruba and Mr. Spickler with Mr. Lowell.

c. Harbor Fee Review Meeting –

Mr. Simpson – Chair

Mr. Janes – Vice Chair

d. Docks Fee Review Meeting–

Mr. Peterson – Chair

Mr. Bush – Vice-Chair

Mr. Donek would like the Fee Review Committee to not start up again until October.

e. Operations/Planning Committee Meeting – Wednesday August 19th, 2015

Mr. Simpson recommended changing this meeting to August 12th at 5:00.

f. Finance Committee Meeting – Thursday August 20th, 2015

g. Board Meeting – Thursday August 27th, 2015

h. Board Meeting Time –

CBJ Docks and Harbors Board
REGULAR BOARD MEETING MINUTES
For Thursday, July 30th, 2015

Mr. Donek recommended moving the Board meeting time to 5:00pm from now on.

The Board was all in agreement.

XVI. Adjournment - The regular Board Meeting adjourned at 8:54 p.m.



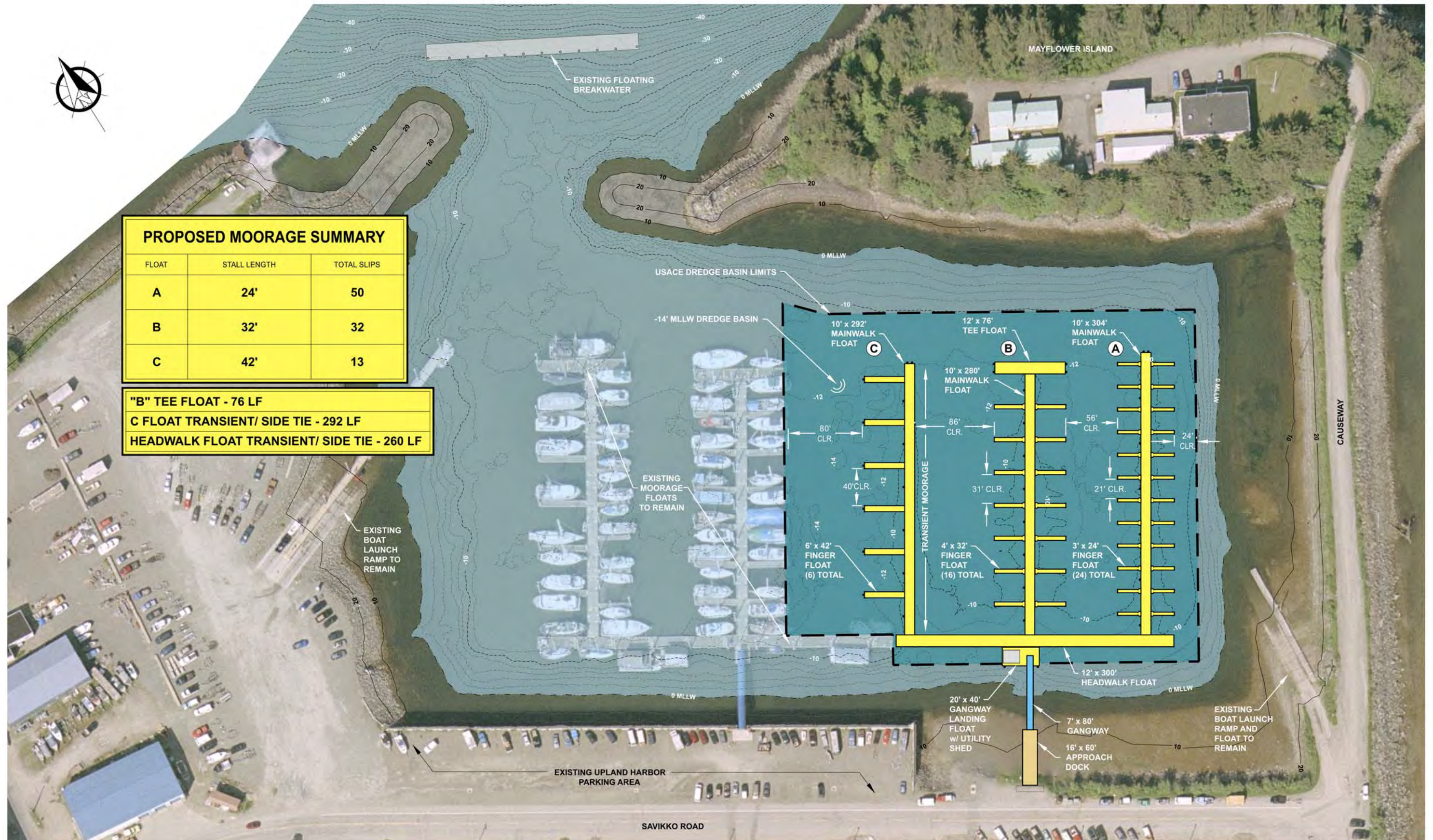
PROPOSED MOORAGE SUMMARY

FLOAT	STALL LENGTH	TOTAL SLIPS
A	24'	50
B	32'	32
C	42'	13

"B" TEE FLOAT - 76 LF

C FLOAT TRANSIENT/ SIDE TIE - 292 LF

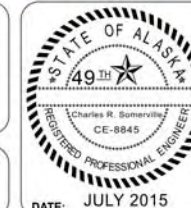
HEADWALK FLOAT TRANSIENT/ SIDE TIE - 260 LF



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

DESIGN: CRS CHECKED: CRS
DRAWN: LRG APPROVED: CRS

SCALE: SCALE IN FEET
0 50 100 FT.

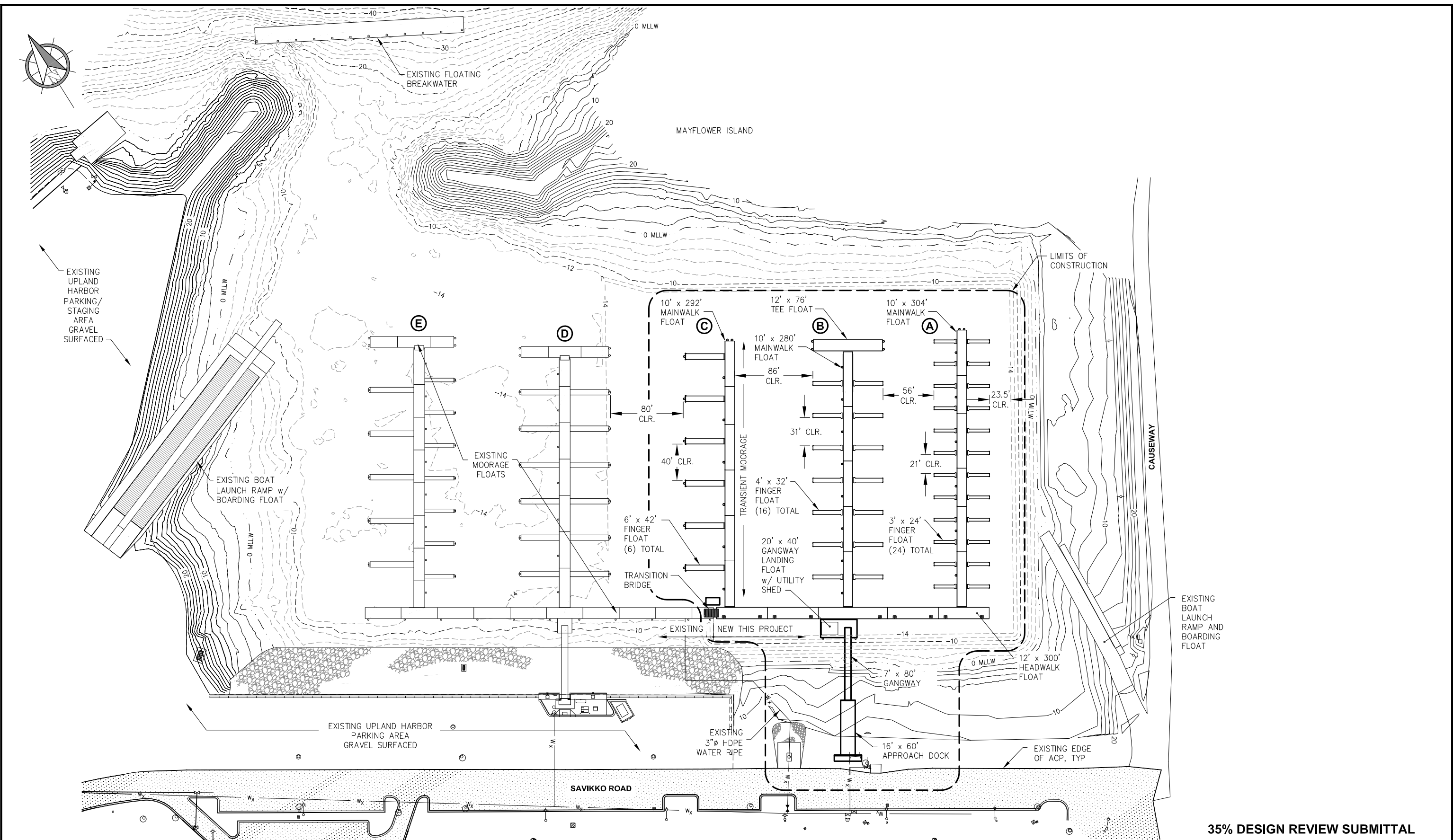


DOUGLAS HARBOR RENOVATION
CBJ PROJECT - DH16-001

SHEET TITLE:
SITE PLAN CONCEPT NO.2

PND PROJECT NO: 152037

3
SHEET
OF 3



35% 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: — CHECKED: CRS
DRAWN: PJD APPROVED: CRS

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DATE: JULY 2015

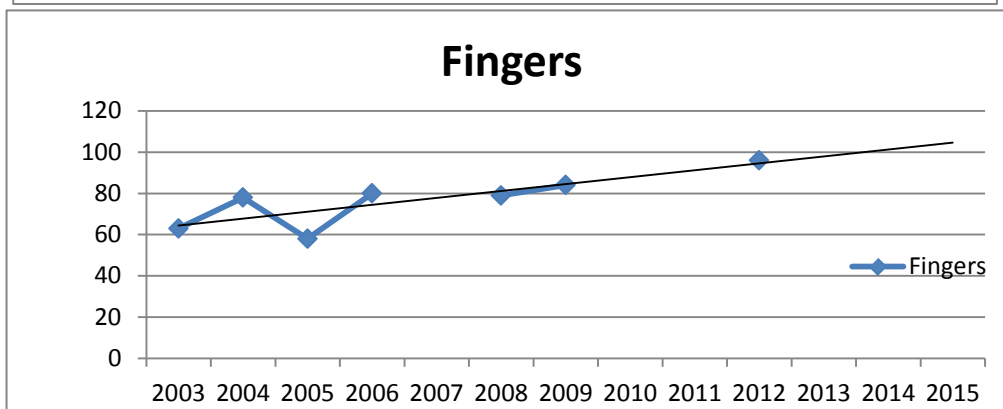
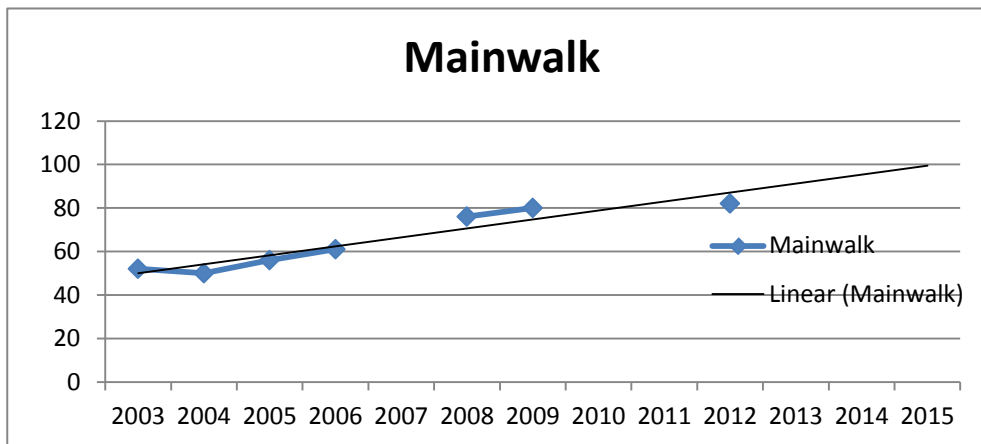
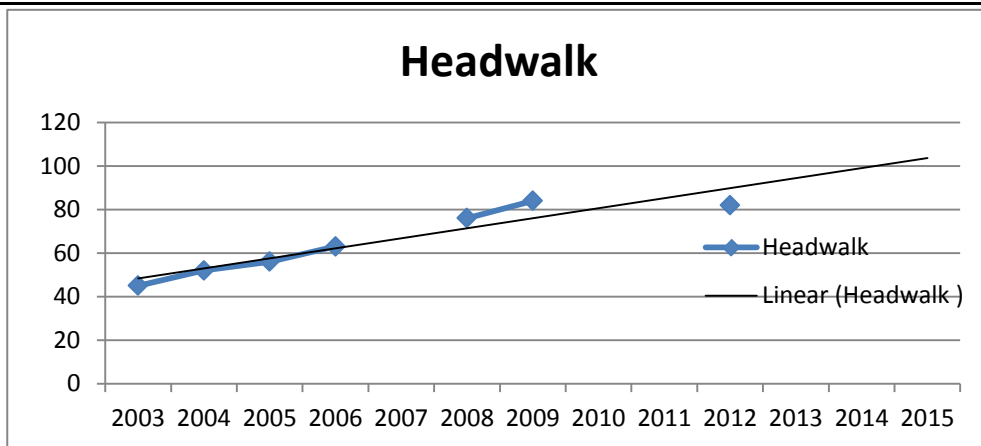
DOUGLAS HARBOR RENOVATION
CBJ PROJECT - DH16-001

SHEET TITLE:
GENERAL SITE PLAN

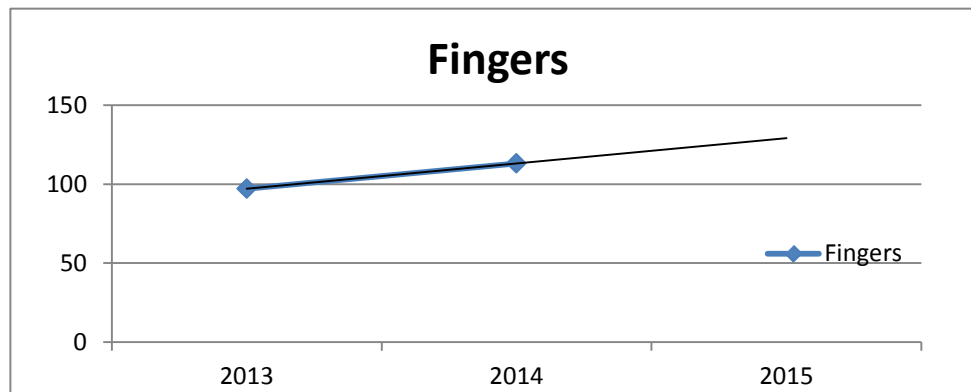
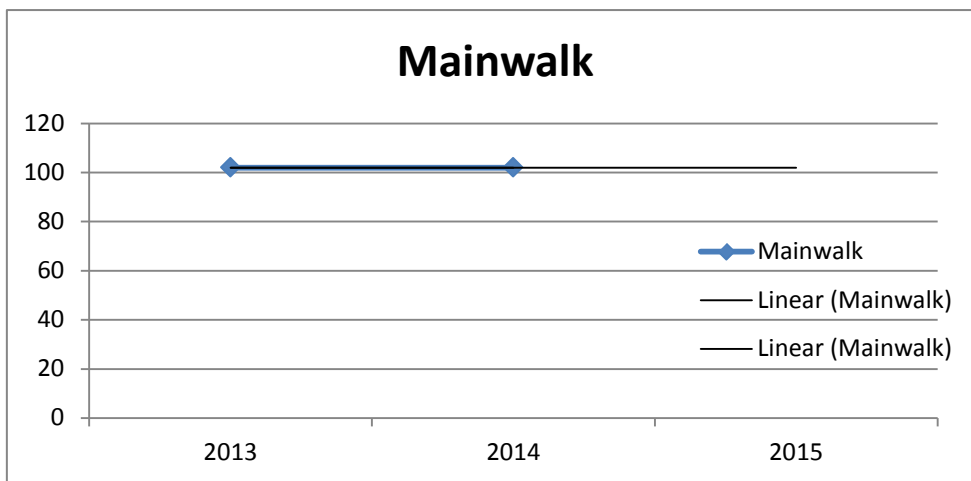
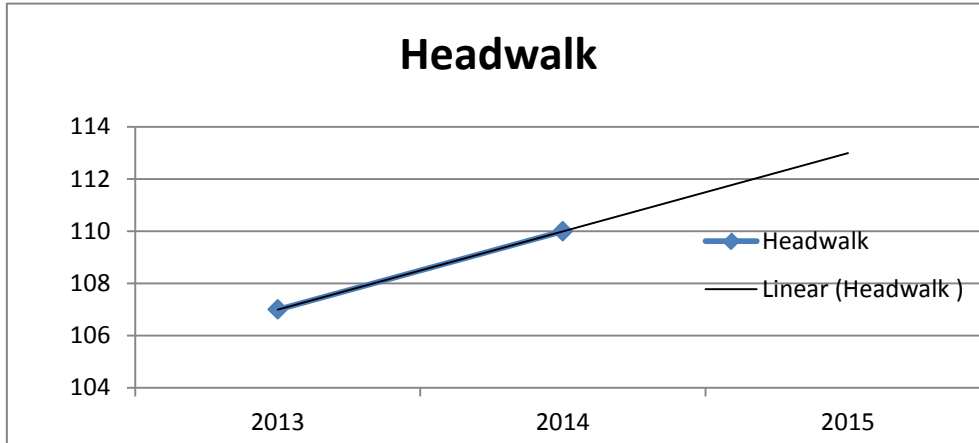
1.05
24 OF X

PND PROJECT NO: 152037

Treated Timber Glulam Floats - Unit Cost/SF				
Project	Year Bid	Headwalk	Mainwalk	Fingers
JNU Douglas	2003	45	52	63
PSG Middle	2004	52	50	78
JNU Harris	2005	56	56	58
WRG Heritage I	2006	63	61	80
	2007			
HNS Portage Cove	2008	76	76	79
WRG Heritage II	2009	84	80	84
	2010			
	2011			
SKAG I +	2012	82	82	96
	2013			
	2014			
	2015			



Treated Timber Polytub Floats - Unit Cost/SF				
Project	Year Bid	Headwalk	Mainwalk	Fingers
PSG North	2013	107	102	97
JNU Aurora & KTN 1N &9	2014	110	102	113
	2015			





DOUGLAS HARBOR RENOVATION
CBJ Project No. DH 16-001

PRELIMINARY ENGINEER'S ESTIMATE - 50% DESIGN COMPLETION

Treated Timber Glulam Floats

Prepared By: PND Engineers, Inc. on August 19, 2015

Item	Item Description	Units	Quantity	Unit Cost	Amount	
1505.1	Mobilization	LS	All Req'd	\$432,758	\$432,758	
2060.1	Demolition & Disposal	LS	All Req'd	\$50,000	\$50,000	
2401.1	Sewer Pumpout Relocation	LS	All Req'd	\$50,000	\$50,000	
2601.1	Domestic Water System w/ New Hot Box	LS	All Req'd	\$225,000	\$225,000	
2611.1	Dry Fire Line System	LS	All Req'd	\$125,000	\$125,000	
2611.2	Replace Expansion Joints on Existing Dry Fire Line	EA	10	\$2,500	\$25,000	
2702.1	Construction Surveying	LS	All Req'd	\$25,000	\$25,000	
2719.1	Sign Assembly	LS	All Req'd	\$5,000	\$5,000	
2726.1	16' x 60' Approach Dock	SF	960	\$150	\$144,000	
2894.1	Refurbish & Install Owner Provided Gangway	LS	All Req'd	\$40,000	\$40,000	
2895.1	Gangway Landing Float, 20' x 40'	SF	800	\$115	\$92,000	
2895.2	Headwalk Float, 12' x 300'	SF	3,600	\$102	\$367,200	
2895.3	Mainwalk Float A, 10' x 304'	SF	3,040	\$100	\$304,000	
2895.4	Mainwalk Float B, 10' x 280'	SF	2,800	\$100	\$280,000	
2895.5	Mainwalk Float C, 10' x 292'	SF	2,920	\$100	\$292,000	
2895.6	12' x 76' Tee Float	SF	912	\$115	\$104,880	
2895.7	6' x 42' Finger Float	EA	6	\$22,000	\$132,000	
2895.8	4' x 32' Finger Float	EA	14	\$15,000	\$210,000	
2895.9	4' x 24' Finger Float	EA	24	\$11,500	\$276,000	
2896.1	Steel Mooring Pile, 12" dia. x 0.500" thick	EA	33	\$7,500	\$247,500	
2896.2	Steel Mooring Pile, 16" dia. x 0.500" thick	EA	18	\$9,000	\$162,000	
2896.2	Approach Dock Support Pile	EA	8	\$12,000	\$96,000	
2896.3	Predrilled Pile Sockets	EA	15	\$6,000	\$90,000	
2897.1	Supply Floatation Billet	EA	40	\$250	\$10,000	
2897.2	Install Floatation Billet	EA	40	\$400	\$16,000	
2899.1	Life Ring Cabinet & Base	EA	7	\$1,100	\$7,700	
2899.2	Fire Extinguisher & Base	EA	7	\$900	\$6,300	
3300.1	Approach Dock Abutment	LS	All Req'd	\$75,000	\$75,000	
5120.1	Electrical Support Assemblies	LS	All Req'd	\$50,000	\$50,000	
13121.1	Utility Building	LS	All Req'd	\$50,000	\$50,000	
16000.1	Electrical System	LS	All Req'd	\$750,000	\$750,000	
16000.2	Spare Electrical Equipment	LS	All Req'd	\$20,000	\$20,000	Add Alt
ESTIMATED CONSTRUCTION BID PRICE					\$4,760,338	\$497,000
AEL&P SERVICE					\$40,000	
CONTINGENCY (10%)					\$476,034	
FINAL DESIGN & CONTRACT DOCUMENTS (6%)					\$297,230	
FLOAT REDESIGN					\$75,000	
CONTRACT ADMINISTRATION & INSPECTION (8%)					\$380,827	
PERMITTING					\$11,710	
TOTAL RECOMMENDED PROJECT BUDGET					\$6,041,139	\$2,133,080 Floats

Notes: Assumes demolition of approach dock and grid included in this contract.



DOUGLAS HARBOR RENOVATION
CBJ Project No. DH 16-001

PRELIMINARY ENGINEER'S ESTIMATE - 50% DESIGN COMPLETION

Treated Timber & Polyub Floats

Prepared By: PND Engineers, Inc. on August 19, 2015

Item	Item Description	Units	Quantity	Unit Cost	Amount	
1505.1	Mobilization	LS	All Req'd	\$451,730	\$451,730	
2060.1	Demolition & Disposal	LS	All Req'd	\$50,000	\$50,000	
2401.1	Sewer Pumpout Relocation	LS	All Req'd	\$50,000	\$50,000	
2601.1	Domestic Water System w/ New Hot Box	LS	All Req'd	\$225,000	\$225,000	
2611.1	Dry Fire Line System	LS	All Req'd	\$125,000	\$125,000	
2611.2	Replace Expansion Joints on Existing Dry Fire Line	EA	10	\$2,500	\$25,000	
2702.1	Construction Surveying	LS	All Req'd	\$25,000	\$25,000	
2719.1	Sign Assembly	LS	All Req'd	\$5,000	\$5,000	
2726.1	16' x 60' Approach Dock	SF	960	\$150	\$144,000	
2894.1	Refurbish & Install Owner Provided Gangway	LS	All Req'd	\$40,000	\$40,000	
2895.1	Gangway Landing Float, 20' x 40'	SF	800	\$125	\$100,000	
2895.2	Headwalk Float, 12' x 300'	SF	3,600	\$115	\$414,000	
2895.3	Mainwalk Float A, 10' x 304'	SF	3,040	\$105	\$319,200	
2895.4	Mainwalk Float B, 10' x 280'	SF	2,800	\$105	\$294,000	
2895.5	Mainwalk Float C, 10' x 292'	SF	2,920	\$105	\$306,600	
2895.6	12' x 76' Tee Float	SF	912	\$125	\$114,000	
2895.7	6' x 42' Finger Float	EA	6	\$27,000	\$162,000	
2895.8	4' x 32' Finger Float	EA	14	\$17,000	\$238,000	
2895.9	4' x 24' Finger Float	EA	24	\$12,500	\$300,000	
2896.1	Steel Mooring Pile, 12" dia. x 0.500" thick	EA	33	\$7,500	\$247,500	
2896.2	Steel Mooring Pile, 16" dia. x 0.500" thick	EA	18	\$9,000	\$162,000	
2896.2	Approach Dock Support Pile	EA	8	\$12,000	\$96,000	
2896.3	Predrilled Pile Sockets	EA	15	\$6,000	\$90,000	
2897.1	Supply Floatation Billet	EA	40	\$250	\$10,000	
2897.2	Install Floatation Billet	EA	40	\$400	\$16,000	
2899.1	Life Ring Cabinet & Base	EA	7	\$1,100	\$7,700	
2899.2	Fire Extinguisher & Base	EA	7	\$900	\$6,300	
3300.1	Approach Dock Abutment	LS	All Req'd	\$75,000	\$75,000	
5120.1	Electrical Support Assemblies	LS	All Req'd	\$50,000	\$50,000	
13121.1	Utility Building	LS	All Req'd	\$50,000	\$50,000	
16000.1	Electrical System	LS	All Req'd	\$750,000	\$750,000	
16000.2	Spare Electrical Equipment	LS	All Req'd	\$20,000	\$20,000	Add Alt
ESTIMATED CONSTRUCTION BID PRICE					\$4,969,030	\$505,000
AEL&P SERVICE					\$40,000	
CONTINGENCY (10%)					\$496,903	
FINAL DESIGN & CONTRACT DOCUMENTS (6%)					\$297,230	
CONTRACT ADMINISTRATION & INSPECTION (8%)					\$397,522	
PERMITTING					\$11,710	
TOTAL RECOMMENDED PROJECT BUDGET					\$6,212,395	\$2,247,800 Floats

Notes: Assumes demolition of approach dock and grid included in this contract.



DOUGLAS HARBOR RENOVATION
CBJ Project No. DH 16-001

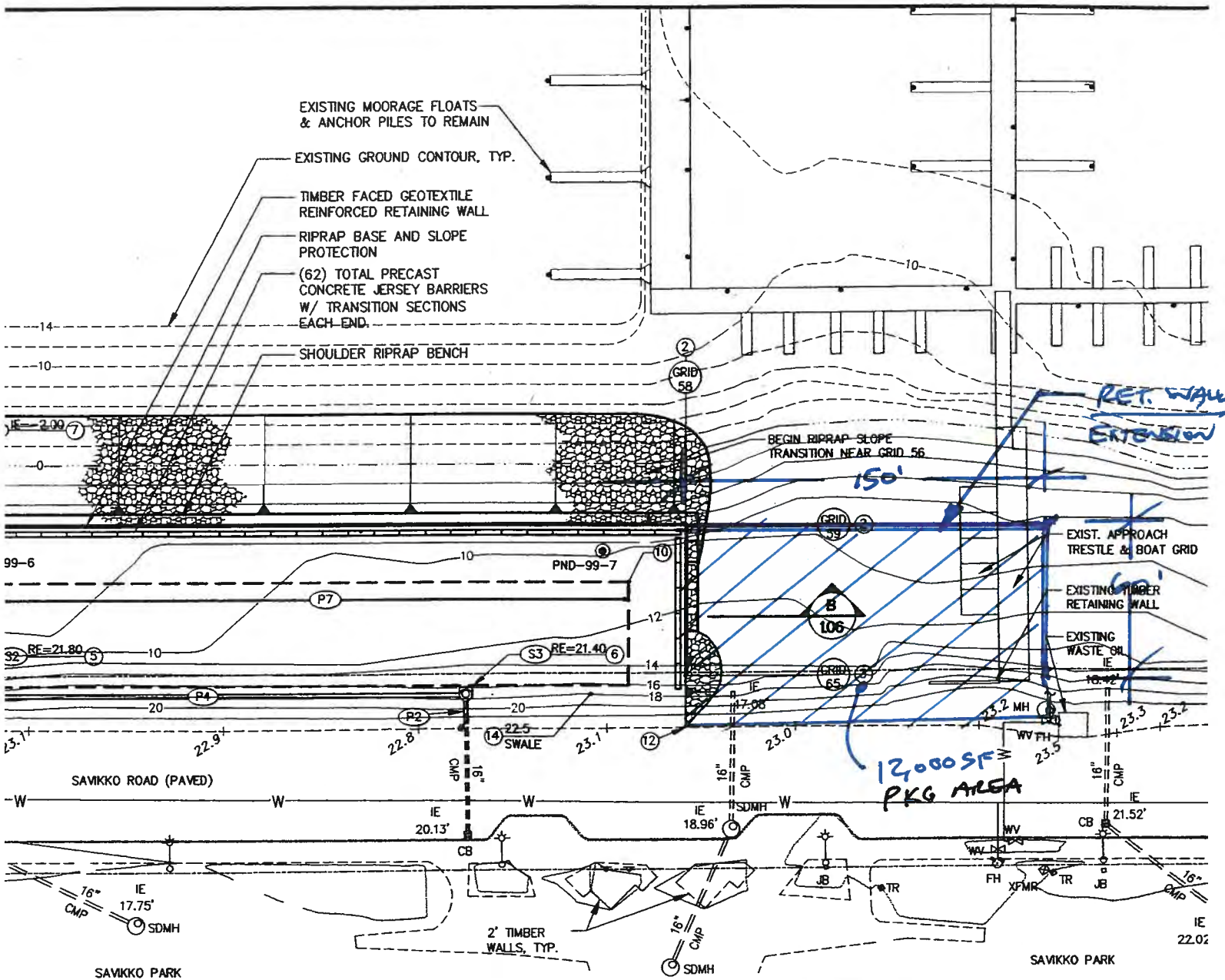
PRELIMINARY ENGINEER'S ESTIMATE - 50% DESIGN COMPLETION

Polytub Floats & Timber Retaining Wall

Prepared By: PND Engineers, Inc. on August 21, 2015

Item	Item Description	Units	Quantity	Unit Cost	Amount
1505.1	Mobilization	LS	All Reqd	\$478,765	\$478,765
2060.1	Demolition & Disposal	LS	All Reqd	\$50,000	\$50,000
2202.1	Excavation	CY	1,750	\$18	\$31,500
2202.2	Class A Shot Rock Borrow	CY	3,750	\$32	\$120,000
2202.3	Class B Shot Rock Borrow	CY	3,750	\$28	\$105,000
2204.1	Base Course, Grading C-1	CY	250	\$60	\$15,000
2205.2	Armor Rock, Class II	CY	1,000	\$50	\$50,000
2401.1	Sewer Pumpout Relocation	LS	All Reqd	\$50,000	\$50,000
2501.1	18-Inch Pipe Culvert	LF	180	\$75	\$13,500
2502.1	Storm Drain Manhole, Type I	EA	2	\$4,500	\$9,000
2601.1	Domestic Water System w/ New Hot Box	LS	All Reqd	\$225,000	\$225,000
2611.1	Dry Fire Line System	LS	All Reqd	\$125,000	\$125,000
2611.2	Replace Expansion Joints on Existing Dry Fire Line	EA	10	\$2,500	\$25,000
2702.1	Construction Surveying	LS	All Reqd	\$25,000	\$25,000
2714.1	Geotextile Fabric	SY	1,000	\$5	\$5,000
2719.1	Sign Assembly	LS	All Reqd	\$5,000	\$5,000
2726.1	Timber Faced Geotextile Retaining Wall	SF	4,230	\$45	\$190,350
2729.1	Jersey Barrier & Fence	EA	14	\$1,000	\$14,000
2894.1	Refurbish & Install Owner Provided Gangway	LS	All Reqd	\$40,000	\$40,000
2895.1	Gangway Landing Float, 20' x 40'	SF	800	\$125	\$100,000
2895.2	Headwalk Float, 12' x 300'	SF	3,600	\$115	\$414,000
2895.3	Mainwalk Float A, 10' x 304'	SF	3,040	\$105	\$319,200
2895.4	Mainwalk Float B, 10' x 280'	SF	2,800	\$105	\$294,000
2895.5	Mainwalk Float C, 10' x 292'	SF	2,920	\$105	\$306,600
2895.6	12' x 76' Tee Float	SF	912	\$125	\$114,000
2895.7	6' x 42' Finger Float	EA	6	\$27,000	\$162,000
2895.8	4' x 32' Finger Float	EA	14	\$17,000	\$238,000
2895.9	4' x 24' Finger Float	EA	24	\$12,500	\$300,000
2896.1	Steel Mooring Pile, 12" dia. x 0.500" thick	EA	33	\$7,500	\$247,500
2896.2	Steel Mooring Pile, 16" dia. x 0.500" thick	EA	18	\$9,000	\$162,000
2896.3	Predrilled Pile Sockets	EA	15	\$6,000	\$90,000
2897.1	Supply Floatation Billet	EA	40	\$250	\$10,000
2897.2	Install Floatation Billet	EA	40	\$400	\$16,000
2899.1	Life Ring Cabinet & Base	EA	7	\$1,100	\$7,700
2899.2	Fire Extinguisher & Base	EA	7	\$900	\$6,300
3303.2	Concrete Area Drain	EA	1	\$2,000	\$2,000
3304.1	Gangway Abutment	LS	All Reqd	\$30,000	\$30,000
5120.1	Electrical Support Assemblies	LS	All Reqd	\$50,000	\$50,000
13121.1	Utility Building	LS	All Reqd	\$50,000	\$50,000
16000.1	Electrical System	LS	All Reqd	\$750,000	\$750,000
16000.2	Spare Electrical Equipment	LS	All Reqd	\$20,000	\$20,000
ESTIMATED CONSTRUCTION BID PRICE					\$5,266,415
AEL&P SERVICE					\$40,000
CONTINGENCY (10%)					\$526,642
FINAL DESIGN & CONTRACT DOCUMENTS (6%)					\$315,985
CONTRACT ADMINISTRATION & INSPECTION (8%)					\$421,313
PERMITTING					\$20,000
TOTAL RECOMMENDED PROJECT BUDGET					\$6,590,355
					\$585,350
					Ret. Wall

Notes: Assumes demolition of approach dock and grid included in this contract. 150 LF timber retaining wall substituted for new pile supported approach dock.



SUMMARY	
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	

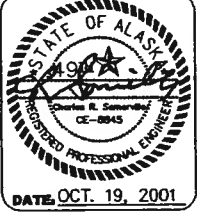
DRAINAGE STRUCTURE SUMMARY			
STRUCTURE NO.	STRUCTURE TYPE	CASTING TYPE	REMARKS
(S1)	SDMH-I	MHFTI W/ AD	
(S2)	SDMH-II	MHFTI W/ AD	TRIM EXISTING 30" CMP TO FIT S2
(S3)	SDMH-I	MHFTI W/ AD	
(S4)	SDO	GRATE	
(S5)	LCMH	MHFSL	MODIFIED SDMH-I FOR LEACHATE COLLECTION SEE DETAILS SHT. 1.08
MHFTI = MANHOLE FRAME W/ TOP INTAKE		SDMH = STORM DRAIN MANHOLE - TYPE	
MHFSL = MANHOLE FRAME W/ SOLID LID		SDO = STORM DRAIN OUTLET STRUCTURE	
LCMH = LEACHATE COLLECTION MANHOLE		RE = RIM ELEVATION	
AD = AREA DRAIN			

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: JWJ
 DRAWN: LLR APPROVED: CRS

SCALE: SCALE IN FEET
 0 30 60

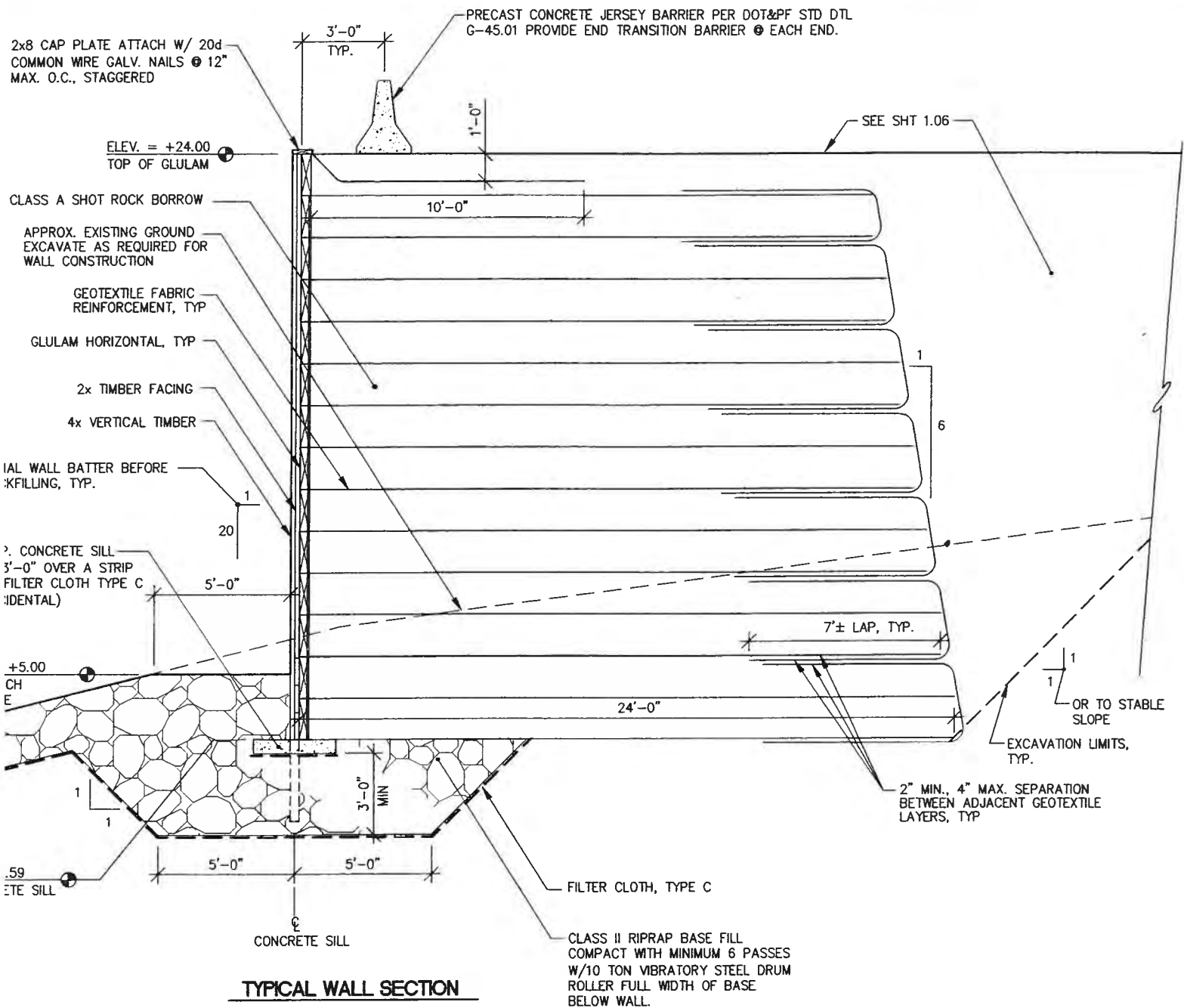


DOUGLAS HARBOR UPLANDS AND MOORAGE EXPANSION-PHASE II
CONTRACT NO. E02-038

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

1.05
 SHEET 5 OF 15

PNAD PROJECT NO.: 99220.11 DWG. FILE: 1-05.DWG



TYPICAL WALL SECTION

THIS SECTION IS TYPICAL GRID ② TO GRID ⑤6. OTHER LOCATIONS ARE SIMILAR EXCEPT FOR BENCH, SILL, BASE AND BOTTOM OF WALL ELEVATIONS. SEE RETAINING WALL ELEVATIONS FOR DETAILS.

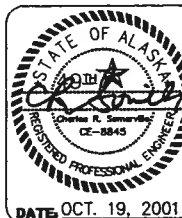
OWN.	CKD.	APP.



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

DESIGN: JLD CHECKED: CRS
 DRAWN: JLD APPROVED: CRS

SCALE:



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

SHEET TITLE:

RETAINING WALL TYPICAL SECTION

31

PNAD PROJECT NO. 99220.11 DWG. FILE 204.DWG

2.04

SHEET
12 OF 15

DOUGLAS HARBOR FINANCIAL INFORMATION

Phase III Floats and Infrastructure

Timber Glulam Floats		Timber and Polytub Floats			
Project Cost Estimate	\$6,041,139	Project Cost Estimate	\$6,212,395		
Design Committed	\$297,230	Design Committed	\$297,230		
Adjusted Estimate	\$5,743,909	Adjusted Estimate	\$5,915,165	Difference	\$171,256
Balance in CIP Account	\$2,944,378	Balance in CIP Account	\$2,944,378		
ADOT Grant	\$2,044,230	ADOT Grant	\$2,044,230		
Funds Alloted	\$4,988,608	Funds Alloted	\$4,988,608		
Additional Funds Needed	\$755,301	Additional Funds Needed	\$926,557		

Timber and Polytub Floats w/ Retaining Wall			
Project Cost Estimate	\$6,590,355		
Design Committed	\$297,230		
Adjusted Estimate	\$6,293,125		
Balance in CIP Account	\$2,944,378		
ADOT Grant	\$2,044,230		
Funds Alloted	\$4,988,608		
Additional Funds Needed	\$1,304,517	Difference	\$377,960

Sender: Russell Santee

Email:
Telephone:

Subject: Docks & Harbors Board Agenda - Thursday, August 27 - 5 PM - ROOM 224 - Douglas Harbor Re-Build

Message:

It is a terrible idea to lose 25 small boat slips on the A-Float at Douglas Harbor. I would prefer the entire project be cancelled rather than doing this to small boat owners. This is especially egregious to the older boat owners, myself included, who find launching and retrieving a hardship. As for the removing B approach, that is reasonable. Please find another solution that doesn't discriminate against the smaller boat owners. Sincerely, Russell Santee

Sender: Mary George

Email:
Telephone:

Subject: Douglas Harbor

Message:

Hello to the board. I'm sorry my husband and I won't be able to attend the meeting tonight. Please accept these written comments and feel free to respond via email or phone. We have had a permanent slip at Douglas Harbor for over 3 yrs and appreciate the ease of access and protected area. I definitely support the maintenance required to keep this harbor safe and usable. I would also like to point out that my husband and I are docked in Douglas although we live out the road because of the incredibly limited slips available in Juneau. As a coastal community I feel like we should be doing more to expand the facilities available for the boater population. Not just replacing what is currently in existence and by NO means eliminating any that are already in place. Tom LeBlanc & Mary George Blue Heron Douglas harbor.

JUNEAU PORT DEVELOPMENT LLC

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



RECEIVED
AUG 21 2015
BY: *[Signature]*

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

August 20, 2015

Carl,

Please schedule the time, at the Regular Docks and Harbors Board meeting on August 27, 2015, for me to lay out the entire Harbor Project with a PowerPoint presentation of the final development plan for ATS 556A, as it is today.

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,
[Signature]
Howard Lockwood
Manager
Ph. 907 209-4250



PRELIMINARY

JUNEAU PORT DEVELOPMENT LLC

P.O. BOX 20734
JUNEAU, ALASKA 99802
PHONE (907) 209-4250
FAX (907) 463-3020
juneau_port_dev@jvdllc.com



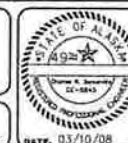
REVISIONS				
REV.	DATE	DESCRIPTION	DWN.	CKD.

P | N | D
ENGINEERS, INC.

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

DESIGN: AWS
DRAWN: AWS
CHECKED: CRS
APPROVED: CRS

SCALE
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0 250 500 FT.

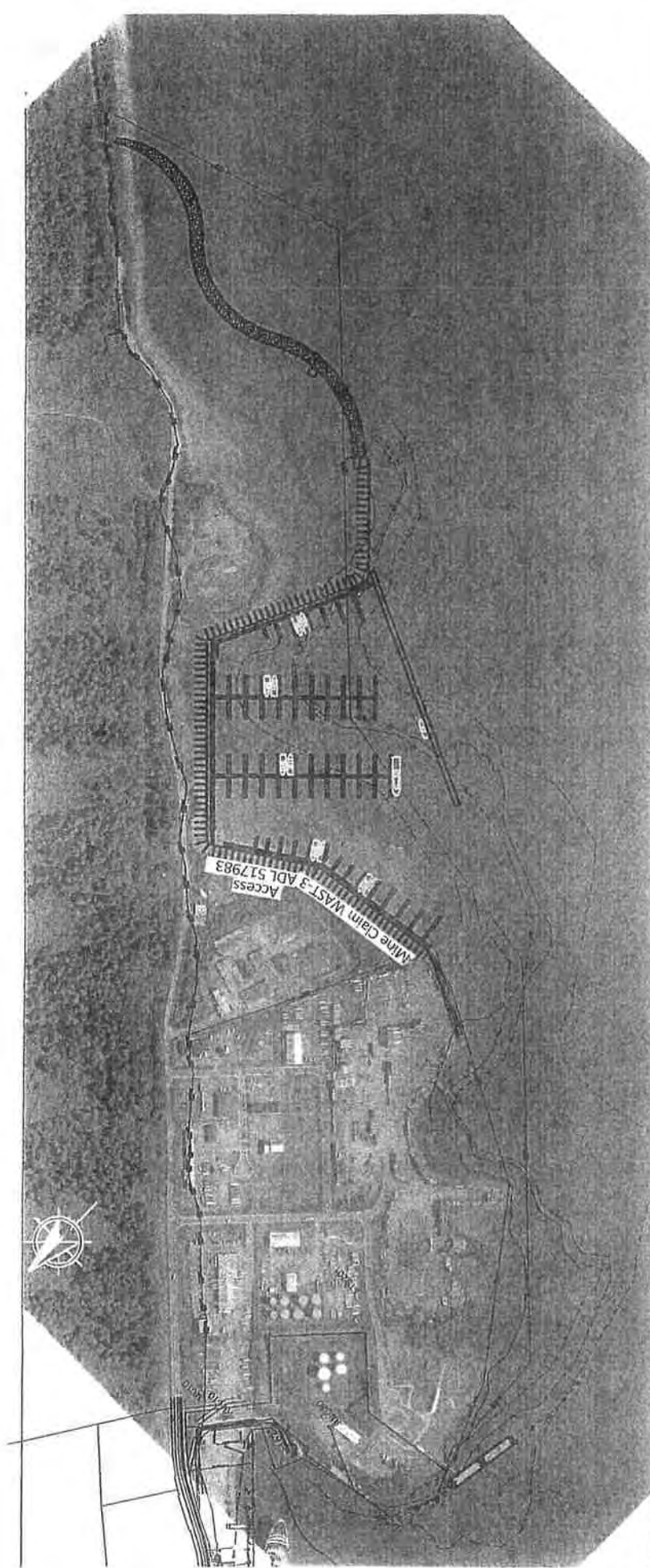


JUNEAU PORT DEVELOPMENT LLC

SHEET TITLE:
ENLARGED SCALE AERIAL

PHAS PROJECT NO. 072061.01 DWS, P.E.

1
SHEET
OF 1



PRELIMINARY

HINEAU PORT DEVELOPMENT LLC
 2000 S. 10th St.
 Anchorage, Alaska 99501
 Phone: 907-586-2033
 Fax: 907-586-2039
 Email: hpd@hineauport.com

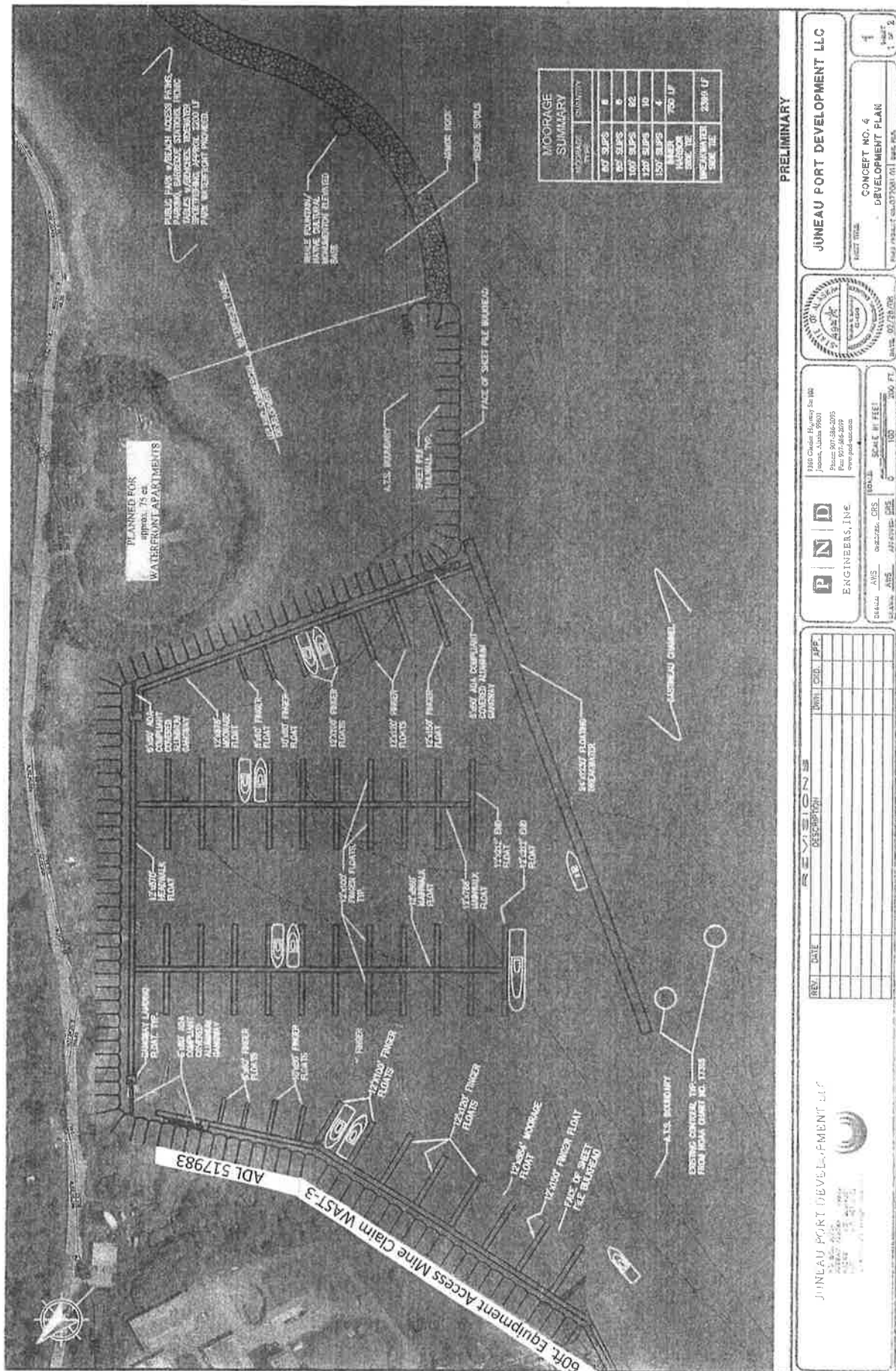
9340 Glacier Highway, Suite 100
 Juneau, Alaska 99801
 Phone: 907-586-2033
 Fax: 907-586-2039
 Email: hpd@hineauport.com

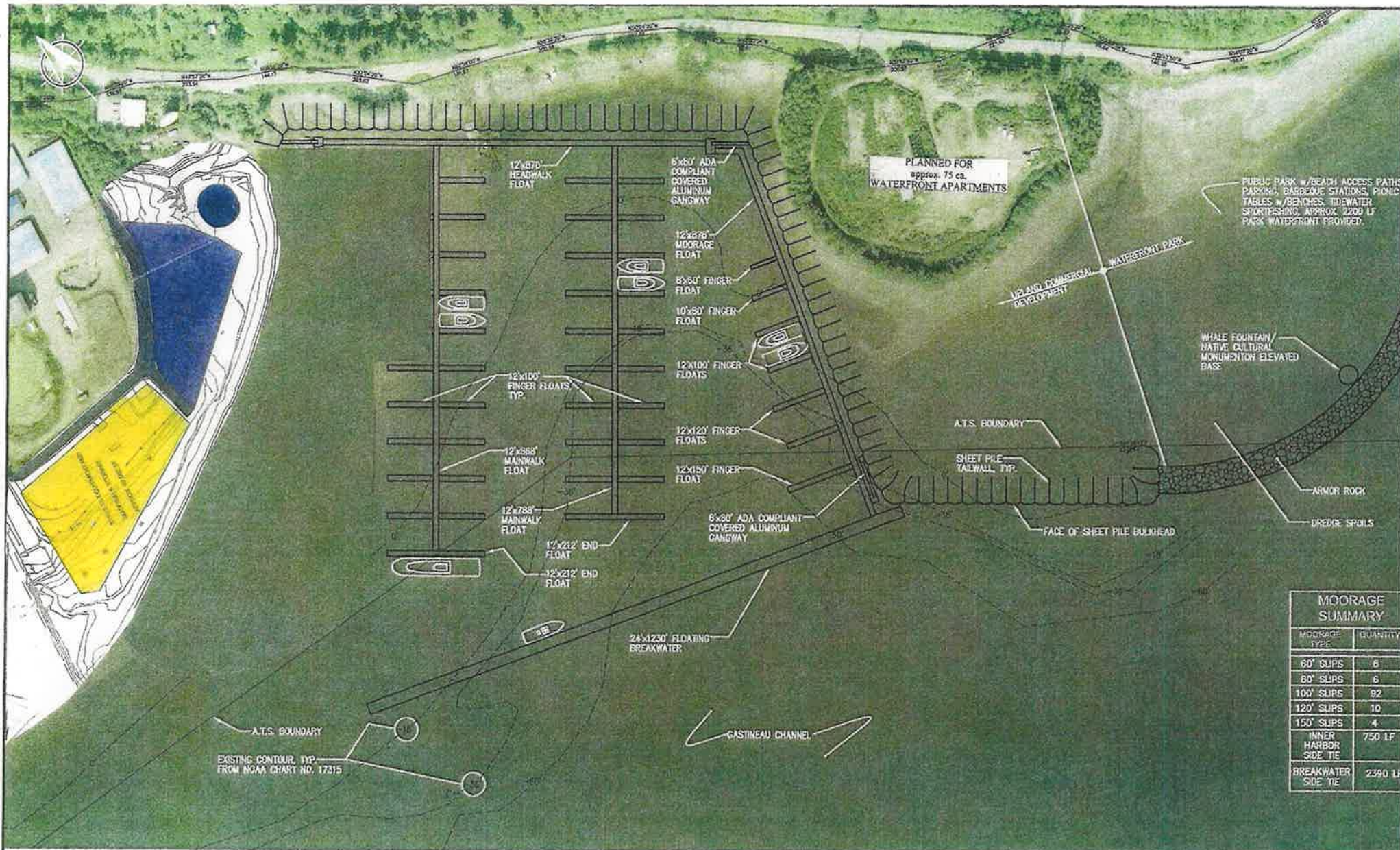
ENGINEERS, INC.
 1000 W. 10th Ave.
 Anchorage, Alaska 99501
 Phone: 907-586-2033
 Fax: 907-586-2039
 Email: hpd@hineauport.com

REV	DATE	DESCRIPTION	OWN	CRD.	APP.



HINEAU PORT DEVELOPMENT LLC
 CONCEPT NO. 4
 ENLARGED SCALE DEVELOPMENT PLAN
 SHEET TITLE
 SHEET NO. 2
 PROJECT





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 20794
JUNEAU, ALASKA 99802
PHONE: (907) 263-4250
FAX: (907) 463-3055
juneau_port_dev@hotmail.com



REVISIONS				
REV.	DATE	DESCRIPTION	DWN.	CKD. T APP.

P N D
ENGINEERS, INC.

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



JUNEAU PORT DEVELOPMENT

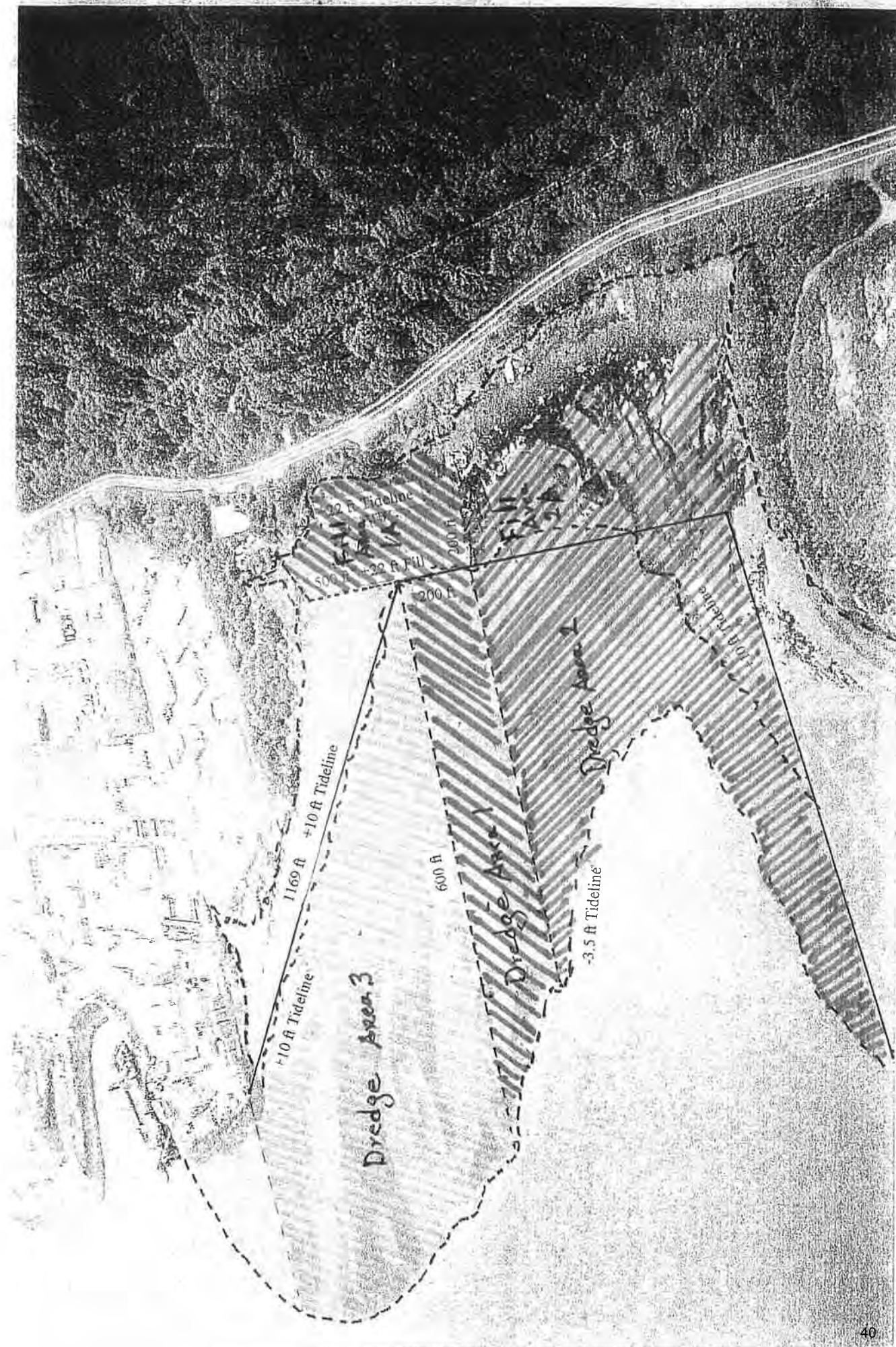
SHEET TITLE: **CONCEPT NO. 4
DEVELOPMENT PLAN**

THIS PROJECT NO. 072081.01 DWA P.L.C.

DESIGN: AWS CHECKED: CRS
DRAWN: AWS APPROVED: CRS

SCALE: SCALE IN FEET
0 100 200 FT.

DATE: 02/28/08



Planned Work Schedule

ATS 556A Mine Claim WAST 1-5

Juneau Port Development LLC AMEx Mining

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

Little Rock Dump

Dick Somerville (DSomerville@pndengineers.com)

10/31/14

To: Howard Lockwood
Cc: Hal Hart, Carl Uchtyl, Ron King

From: **Dick Somerville** (DSomerville@pndengineers.com) You moved this message to its current location.

Sent: Fri 10/31/14 2:20 PM

To: Howard Lockwood (Juneau_Port_Dev@hotmail.com)

Cc: Hal Hart (Hal_Hart@ci.juneau.ak.us); Carl Uchtyl (Carl_Uchtyl@ci.juneau.ak.us); Ron King (Ron_King@ci.juneau.ak.us)

Howard,

Thank you for meeting with me today and explaining your plans for the Little Rock Dump. I understand that your intentions are to move forward in a phased approach to project implementation – first with mining operations and then ultimately with the development of a permanent yacht marina. You indicated that you do not need any engineering assistance from PND on the Phase 1 mining activities.

Future phases will include development of marine retaining walls, site grading & drainage, additional dredging, moorage basin, docks, floats and other marine structures. We briefly discussed the surveying, permitting, geotechnical, environmental, civil and structural engineering services associated with such a waterfront development. You indicated that you wish to engage PND in these futures activities and that you will be contacting us in the near future regarding the future scope of engineering services. PND is willing to prepare scope and fee proposals for your review and execution of a professional services agreement towards that end.

Feel free to contact me at any time if I may further clarify these matters. As discussed, I am copying various CBJ officials with this email to provide an understanding of PND's involvement with this project.

Dick Somerville, P.E. | Vice President

P | N | D Engineers, Inc.

9360 Glacier Highway, Suite 100, Juneau, AK 99801

p. 907.586.2093 f. 907-586-2099 m. 907.321.1660

dsomerville@pndengineers.com | www.pndengineers.com

A
L
A
S
K
A

2007-007947-0

Recording Dist: 101 - Juneau

12/10/2007 3:30 PM Pages: 1 of 22



cc

THIS COVER SHEET HAS BEEN ADDED TO
THIS DOCUMENT TO PROVIDE SPACE FOR
THE RECORDING DATA. THIS COVER
SHEET APPEARS AS THE FIRST PAGE OF
THE DOCUMENT IN THE OFFICIAL PUBLIC
RECORD.

DO NOT DETACH

JUNEAU PORT DEVELOPMENT TIDELANDS LEASE 2007

PART I. PARTIES. This Lease is between the City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska, hereafter "City," and Juneau Port Development, LLC, hereafter "Lessee."

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

CITY:

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

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

LESSEE:

Juneau Port Development, LLC
Howard H. Lockwood, Manager
Lessee

P.O. Box 20734
Juneau, Alaska 99802
Phone: (907) 209-4250
Fax: (907) 463-3055

STATE RECORDER:

PLEASE RETURN TO JOHN M. STONE AT ABOVE LISTED ADDRESS

PART III. LEASE DESCRIPTION. This Lease is identified as the Juneau Port Development Tidelands Lease 2007. The following appendices are attached hereto and are considered a part of this Lease as well as anything incorporated by reference or attached to those appendices.

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

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

PART IV. LEASE EXECUTION. City and Lessee agree and sign below. This Lease is not effective until signed by City.

CITY:

Date: NOV 14, 2007
By: [Signature]
Authorized Representative
John M. Stone
Port Director

LESSEE:

Date: Nov 14, 2007
By: [Signature]
Juneau Port Development, LLC
Howard H. Lockwood, Manager
Lessee

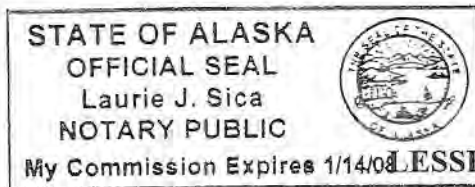


CITY ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

This is to certify that on the 14th day of November, 2007, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared John M. Stone to me known to be the Port Director of the City and Borough of Juneau, Alaska, a municipal corporation which executed the above and foregoing instrument, who on oath stated that he was duly authorized to execute said instrument on behalf of said corporation; who acknowledged to me that he signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

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



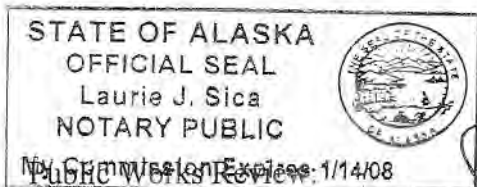
Laurie J. Sica
Notary Public in and for the State of Alaska
My Commission Expires: 11/14/2007

LESSEE ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 14th day of November, 2007, before me, the undersigned, duly commissioned and sworn, personally appeared Howard H. Lockwood to me known to be the identical individual described in and who executed the foregoing instrument as Lessee; who on oath stated that he was duly authorized to execute said instrument on behalf of Juneau Port Development, LLC; who acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

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



Laurie J. Sica
Notary Public in and for the State of Alaska
My Commission Expires: 11/14/2007

[Signature], Public Works Department

Risk Management Review: Tom Allen, Risk Manager

Approved as to Form: Pombura, Law Department



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

1. DESCRIPTION OF PROPERTY

The property subject to this Lease is referred to as “the Leased Premises” or “the Property.” The Leased Premises are as follows:

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

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

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

2. AUTHORITY

This Lease is entered into pursuant to the authority of CBJ 85.02.060(a)(5) and CBJ Chapter 53.20; and Ordinance 2007- 43 enacted by the Assembly on August 20, 2007, and effective on September 20, 2007.

3. TERM AND RENEWAL OPTION

(a) The term of this Lease shall be for an initial period of 35 years, commencing on the effective date of this Lease, unless sooner terminated as provided herein. The effective date of this Lease shall be the date this Lease is signed by City.

(b) City grants Lessee an option to renew this Lease for one successive period of 35 years. Lessee shall exercise this option, if at all, by written notice given to City during the first six months of the last year of the underlying Lease term, provided City may deny renewal of this Lease for good cause shown. "Good cause" must relate to acts and omissions under this Lease.

4. LEASE PAYMENTS AND ADJUSTMENTS

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

(b) Lessee shall submit the initial appraisal to City before the harbor facility to be constructed by Lessee on the Leased Premises is opened for occupancy. The first annual Lease payment will be due to City one year after the date the harbor facility is opened for occupancy. The first Lease payment will be calculated to include retroactive annual Lease payments beginning with the effective date of this Lease through one year after the date the harbor facility

is opened for occupancy. Subsequent annual Lease payments shall be due at the end of the calendar year (December 31) following the year the first annual Lease payment is due. City agrees to offset the Lease payments under this section with credits that are approved under Appendix B, Section 3(23) of this Lease.

(c) Lessee agrees to a review and adjustment by the Port Director of the annual Lease payment to City not less often than every fifth year of the Lease term, beginning with the Lease payment due after completion of each review period. Any changes or adjustments shall be based primarily upon an appraisal that considers the values of comparable land in the same or similar areas. The appraisal shall not include the value of improvements made by Lessee pursuant to this Lease, except that the value of any improvements credited against payments shall be included in the appraisal as necessary to grant credits approved under Appendix B, Section 3(23) of this Lease. Lessee may protest the adjustment to City, and if denied wholly or in part, Lessee may appeal to the City Docks & Harbors Board. Lessee agrees to pay for all appraisal costs required to establish the Lease payment adjustments under this subsection.

5. AUTHORIZED USE OF LEASED PREMISES

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

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

(c) Lessee agrees to obtain and have in place the permits and approvals necessary to start construction of the harbor facilities and amenities listed in subsection (a) of this Section 5 within 36 months after the effective date of this Lease. The site plan, conceptual design, cost estimates, and construction plan and schedule for the development of the Leased Premises will be presented to the Port Director and the City Docks & Harbor Board for review and approval prior to the commencement of any construction, unless otherwise agreed in writing 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 writing to the Port Director that City extend the 36-month planning and permitting period if Lessee makes a showing satisfactory to



City that it has pursued the planning and permitting for its development of the harbor facilities on the Leased Premises with all due diligence and cannot meet this 36-month deadline for reasons beyond its control. Any extension to this 36-month period must be approved in writing by the Port Director.

(d) Lessee agrees to complete construction and commence operation of the harbor facilities and amenities within 48 months after Lessee has been issued all the permits and approvals necessary to start construction. If Lessee does not complete construction and commence operation within this 48 month period, the Lease shall terminate; provided, Lessee may request in writing to the Port Director that City extend this 48-month period if Lessee makes a showing satisfactory to City that it will complete construction and commence operation of the harbor facilities and amenities with all due diligence and cannot meet this 48-month deadline for reasons beyond its control. The time period of any such extension shall be decided by the Docks and Harbors Board; any extension must be in writing by City.

(e) The Leased Premises shall be used only for purposes within the scope of Lessee's lease proposal and the terms of this Lease, and in conformity with the City and Borough Code, and all applicable State and Federal laws and regulations. Use or development of the Leased Premises for other than the authorized uses shall constitute a violation of this Lease and subject the Lease to cancellation at any time. Lessee acknowledges that the Leased Premises adjoin the Juneau Wastewater Treatment Plant and that the Treatment Plant does and will cause the release of malodorous vapors. Lessee agrees to hold City harmless from any and all effects resulting from or caused by any and all such releases. This indemnification provision is in addition to the hold harmless and indemnification provision set out in Appendix C, Section 9, of this Lease, which also applies to this Lease.

6. ENVIRONMENTAL MATTERS

(a) **Lessee's Responsibility for Environmental Laws.** Lessee shall, at its own expense, comply with all existing and hereafter enacted environmental responsibility laws, hereafter "Environmental Laws." Lessee shall, at its own expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority, hereafter "Authority," under the Environmental Laws. Should the Authority require that a cleanup plan be prepared and that a cleanup be undertaken because of any spills or discharges of

or contamination by Hazardous Materials, as hereafter defined, or other materials, on the Leased Premises that occur during the term of the Lease, or arise out of or in connection with Lessee's use or occupancy of the Leased Premises and occur during the term of the Lease, then Lessee shall, at its own expense, prepare and submit the required plans and financial assurances and carry out the approved plans. Lessee's obligations under this section shall arise if there is any event or occurrence on the Leased Premises during the term of the Lease or arising out of or in connection with the Lessee's use or occupancy of the Leased Premises that requires compliance with the Environmental Laws. At no expense to City, Lessee shall promptly provide all information requested by City for preparation of affidavits or other documents required by City to determine the applicability of the Environmental Laws to the Lease, and shall sign the affidavits promptly when requested to do so by City.

(b) Indemnification by Lessee. Lessee shall indemnify, defend and hold harmless City from all fines, suits, procedures, claims, liabilities, and actions of any kind arising out of or in any way connected with any spills or discharges of or contamination by Hazardous Materials on the Leased Premises that occur during the term of the Lease or arise out of or in connection with Lessee's use or occupancy of the Leased Premises; and from all fines, suits, procedures, claims, liabilities, and actions of any kind arising out of Lessee's failure to provide all information, make all submissions, and take all steps required by the Authority under the Environmental Laws or any other law concerning any spills or discharges or contamination that occur during the term of the Lease or arise out of or in connection with Lessee's use or occupancy of the Leased Premises, unless such contamination was placed upon the Leased Premises by City or City's action, prior to the signing of this Lease. This indemnification provision is in addition to the hold harmless and indemnification provision set out in Appendix C, Section 9, of this Lease, which also applies to this Lease.

(c) Lessee's Assurances to City. Lessee agrees that it will not discharge or dispose of or suffer the discharge or disposal of any petroleum products, gasoline, hazardous chemicals or Hazardous Materials upon the Leased Premises except when fully in compliance with the Environmental Laws. Lessee agrees that it will not construct any above ground or under ground fuel or chemical tanks without the written consent of City.

(d) Notice of Environmental Problems. Lessee agrees to immediately notify City if Lessee becomes aware of (1) any Hazardous Material or other environmental problem or liability with respect to the Leased Premises, or (2) any lien, action, or notice resulting from the claimed or actual violation of Environmental Laws, including but not limited to the generation, recycling, reuse, sale, storage, handling, transport and disposal of any Hazardous Material.

(e) Lessee's Obligations Unconditional. Lessee's obligations under this section regarding environmental compliance are unconditional and shall not be limited by any non-recourse or other limitations of liability provided for in the Lease or any document executed in connection with the Lease. The representations and covenants of Lessee set forth in the Lease, including without limitation, the indemnity for environmental compliance provided herein, are (1) separate and distinct obligations from Lessee's obligations under the Lease, (2) shall not be discharged or satisfied by Lease compensation or other payment under the Lease, and (3) shall continue in effect after any further transfer of the Leased Premises.

(f) "Environmental Laws" Defined. For purposes of the Lease, "Environmental Laws" is defined to include all City, State, and Federal laws or regulations, whether currently in existence or hereafter enacted, that govern (1) the existence, clean-up, or remedy of contamination on property; (2) the protection of the environment from spilled, deposited, or otherwise emplaced contamination; (3) the control of hazardous waste; or (4) the use, generation, transport, treatment, removal, or recovery of Hazardous Material.

(g) "Hazardous Material" Defined. For purposes of the Lease, "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by the City and Borough of Juneau, Alaska, the State of Alaska, or the United States government. It is any substance which at any time shall be listed as "hazardous" or "toxic" or which has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under Environmental Laws. The term "Hazardous Material" shall also include, without limitation, raw materials, building components, the products of any manufacturing or other activities on the Leased Premises, wastes, petroleum, oil, and source, special nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended (42 U.S.C. 301 1, *et seq.*, as amended).

(h) Pre - Construction Audits. Lessee shall responsible for engaging a qualified contractor(s) to conduct any and all pre-construction environmental audits that may be necessary to secure the permits and approvals for its planned development of the harbor facilities and amenities on the Leased Premises. All pre-construction audits required for the permitting process must be completed by Lessee prior to the commencement of any construction. The cost of environmental audits shall be paid by Lessee. The results of all environmental audits shall be made available to employees or agents of City as designated by the Port Director.

(i) Modification of Leased Premises Possible. It is recognized by the parties that the portion of the Leased Premises known as the Old Garbage Dump near Snowslide Creek was used as a material waste dump by the City and Borough of Juneau during the late 1940's, the 1950's, and the 1960's, and sewerage sludge deposit site by the City and Borough of Juneau sewer disposal system. Further, the cove area west towards the current Juneau Wastewater Treatment Plant was used for many years as an "old boat bone yard." Lessee intends to review all available options for the satisfactory clean-up and reclamation of the Little Rock Dump portion of the Leased Premises. In the event this planned clean-up and reclamation is not approved by the applicable Federal and State agencies, and by City, then Lessee, at its sole discretion, may remove the unacceptable portion of the Leased Premises from the development plan without liability or responsibility to Lessee to conduct clean-up and reclamation of that portion, and continue with the project; removal of the unacceptable portion of the Leased Premises from the development plan, if any, shall have no affect on the amount of the next annual Lease payment due or subsequent Lease payment adjustments.

(j) Costs and Expenses Incurred by Lessee. All costs and expenses incurred by Lessee as a result of fulfilling the environmental remediation requirements of City, State, or Federal agencies for all pre-construction environmental audits necessary for the permitting process and construction monitoring, together with the collection, clean-up, and proper removal and disposal of the contaminated and undesirable material that is known to exist in or upon the Leased Premises, will be eligible for lease rental credit as provided in Appendix B, Section 3(23) of this Lease.

7. SPECIAL CONDITIONS REGARDING THE LEASED PREMISES

(a) At any time after the first 36 months of this Lease, City or the City Docks & Harbors Board may, at City's discretion and at its cost and expense, undertake planning, designing, permitting, financing, and construction of any improvement or facility within the Leased Premises. Any such work by City will be planned to fit into Lessee's work schedule and development plans for the Leased Premises.

(b) Lessee's planning, design, construction, and development of any improvement or facility within the Leased Premises must be in accordance with all applicable City and Borough Code provisions and all City, State, and Federal permitting and approval requirements, and must be compatible with the Long Range Waterfront Development Plan.

(c) Lessee represents that the Leased Premises is covered by valid existing mining claims described as WAST 1-5 ADL 517981 through ADL 517985, which claims are governed by Alaska Statutes, AS 38.05.185 through AS 38.05.275. City agrees that, as between City and Lessee, it is permissible for Lessee to remove and dispose of specific materials in accordance with these mining claims and the applicable Alaska Statutes. The parties further agree that upon expiration of this Lease, Lessee will assign to City all of Lessee's rights remaining under these mining claims.

8. INSURANCE

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

(b) **Property Insurance.** Lessee acknowledges that City carries no fire or other casualty insurance on the Leased Premises or the improvements located on the Leased Premises, and that it is Lessee's obligation to obtain adequate insurance coverage for protection of Lessee's buildings, fixtures, facilities, or other improvements, or personal property, located or to be developed and located on the Leased Premises by Lessee, and adequate insurance to cover debris removal.

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

1. RESPONSIBILITY TO PROPERLY LOCATE ON LEASED PREMISES.

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

2. APPROVAL OF OTHER AUTHORITIES.

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

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

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

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

(2) **Adjustment of Rental.** See Appendix A, Section 4, regarding Adjustment of Rental.

(3) **Subleasing.** As authorized by Ordinance 2007-43, Lessee may sublease the Leased Premises or any part of the Leased Premises; provided, that Lessee must first obtain the prior written consent of City. Subleases shall be in writing and be subject to the terms and conditions of the original Lease; all terms, conditions, and covenants of the underlying Lease that may be made to apply to the sublease are hereby incorporated into the sublease.



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

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

(6) **Cancellation and Forfeiture.**

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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



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

(17) **Compliance with Regulations and Code.** Lessee shall comply with all regulations, rules, and the Code of the City and Borough of Juneau, and with all State and Federal laws, regulations, and as the Code or any such laws, regulations or rules may affect the activity upon or associated with the Leased Premises.

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

(19) **Inspection.** Lessee shall allow an authorized representative of City to enter the Leased Premises for inspection at any reasonable time.

(20) **Use of Material.** Lessee of the surface rights shall not sell or remove for use elsewhere any timber, stone, gravel, peat moss, topsoils, or any other material valuable for building or commercial purposes; provided, however, that material required for the development of the Leased Premises may be used. In addition, as authorized by Ordinance 2007- 43 and as provided in Appendix A, Section 7(c), of this Lease, the parties are aware that the Leased Premises is covered by valid existing mining claims described as WAST 1-5 ADL 517981 through ADL 517985, which claims are governed by Alaska Statutes, AS 38.05.185 through AS 38.05.275. City agrees that, as between City and Lessee, it is permissible for Lessee to remove and dispose of specific materials in accordance with these mining claims and the applicable Alaska Statutes.

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



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

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

(23) **Lease Rental Credit.** When authorized in writing by City prior to the commencement of any work, Lessee may be granted credit against current or future rent; provided the work accomplished on or off the Leased Premises results in increased valuation of the Leased Premises or other City-owned lands. The authorization may stipulate type of work, standards of construction, and the maximum allowable credit for each phase of the specific project. The credit will be based upon appraised value of such improvements or the actual costs of work performed. Title to improvements or chattels credited against rent under this section shall vest immediately and be in City and shall not be removed by Lessee upon termination of this Lease.



APPENDIX C: STANDARD PROVISIONS

(1) **Holding Over.** If Lessee holds over beyond the expiration of the term of this Lease and the term has not been extended or renewed in writing, such holding over will be a tenancy from month-to-month only.

(2) **Interest on Late Payments.** Should any installment of rent or other charges provided for under the terms of this Lease not be paid when due, the same shall bear interest at the rate established by ordinance for late payments or at the rate of 12 percent per annum, if no rate has been set by ordinance.

(3) **Taxes, Assessments, and Liens.** During the term of this Lease, Lessee shall pay, in addition to the rents, all taxes, assessments, rates, charges, and utility bills for the Leased Premises and Lessee shall promptly pay or otherwise cause to be discharged, any claim resulting or likely to result in a lien, against the Leased Premises or the improvements placed thereon.

(4) **Easements.** Lessee shall place no building or structure over any portion of the Leased Premises where the same has been set aside or reserved for easements.

(5) **Encumbrance of Parcel.** Lessee shall not encumber or cloud City's title to the Leased Premises or enter into any lease, easement, or other obligation of City's title without the prior written consent of City; and any such act or omission, without the prior written consent of City, shall be void against City and may be considered a breach of this Lease.

(6) **Valid Existing Rights.** This Lease is entered into and made subject to all existing rights, including easements, rights-of-way, reservations, or other interests in land in existence, on the date of execution of this Lease. As authorized by Ordinance 2007- 43, and as provided in Appendix A, Section 7(c) of this Lease, the parties agree that upon expiration of this Lease, Lessee will assign to City all of Lessee's rights remaining under the valid existing mining claims described as WAST 1-5 ADL 517981 through ADL 517985.

(7) **State Discrimination Laws.** Lessee agrees, in using and operating the Leased Premises, to comply with applicable sections of Alaska law prohibiting discrimination, particularly Title 18 of the Alaska Statutes, Chapter 80, Article 4 (Discriminatory Practices Prohibited). In the event of Lessee's failure to comply any of the above non-discrimination covenants, City shall have the right to terminate the Lease.



(8) **Unsafe Use.** Lessee shall not do anything in or upon the Leased Premises, nor bring or keep anything therein, which will unreasonably increase or tend to increase the risk of fire or cause a safety hazard to persons or obstruct or interfere with the rights of any other tenant(s) or in any way injure or annoy them or which violates or causes violation of any applicable health, fire, environmental or other regulation by any level of government.

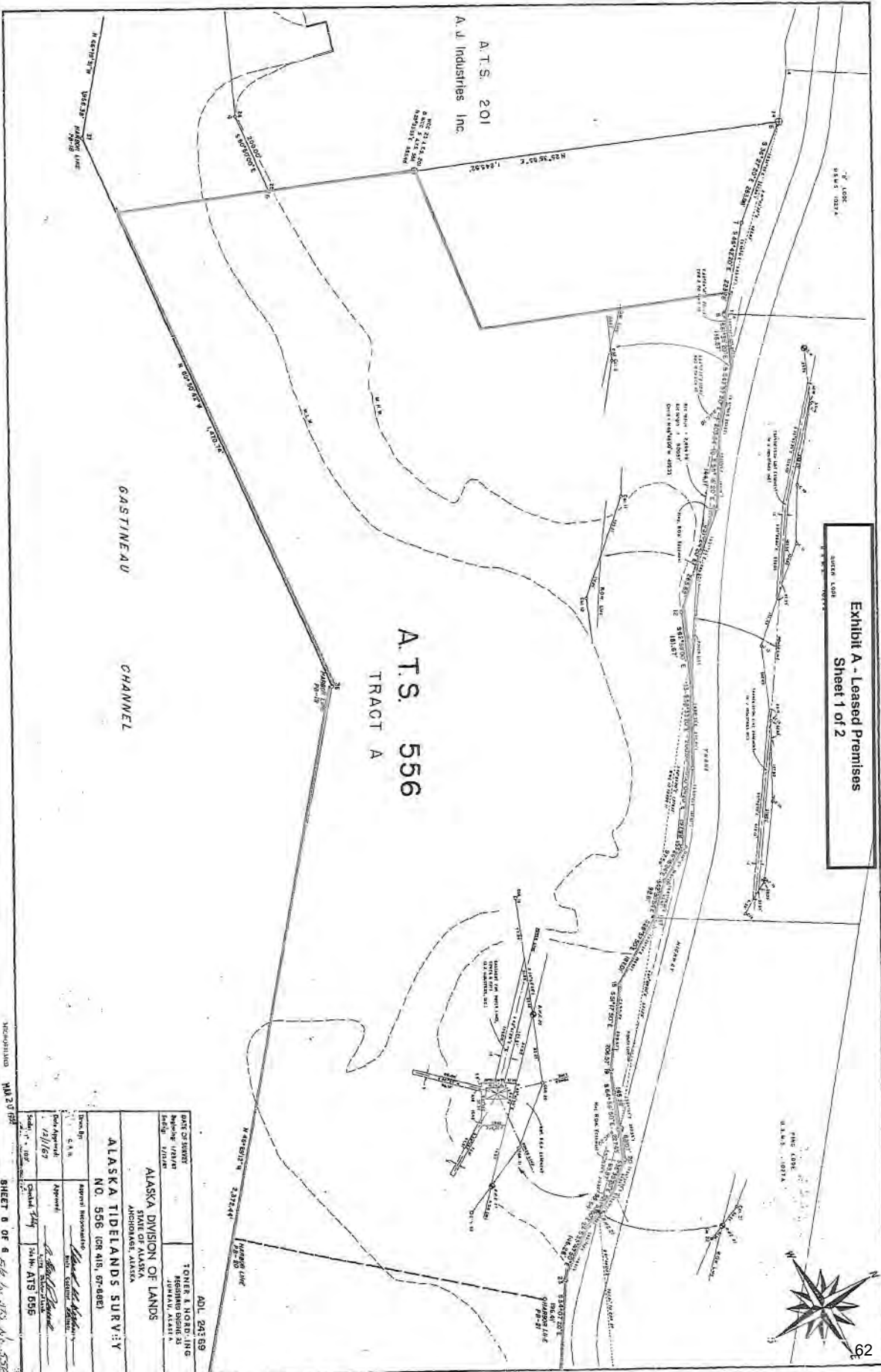
(9) **Hold Harmless.** Lessee agrees to defend, indemnify, and save City, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of the use and occupancy of the Leased Premises by Lessee. This agreement to defend, indemnify, and hold harmless is without limitation as to the amount of fees, and without limitation as to any damages resulting from settlement, judgment, or verdict, and includes the award of any attorneys fees even if in excess of Alaska Civil Rule 82. The obligations of Lessee arise immediately upon notice to City of any action, claim, or lawsuit. City shall notify Lessee in a timely manner of the need for indemnification, but such notice is not a condition precedent to Lessee's obligations and may be waived where Lessee has actual notice. This agreement applies, and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against City.

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

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



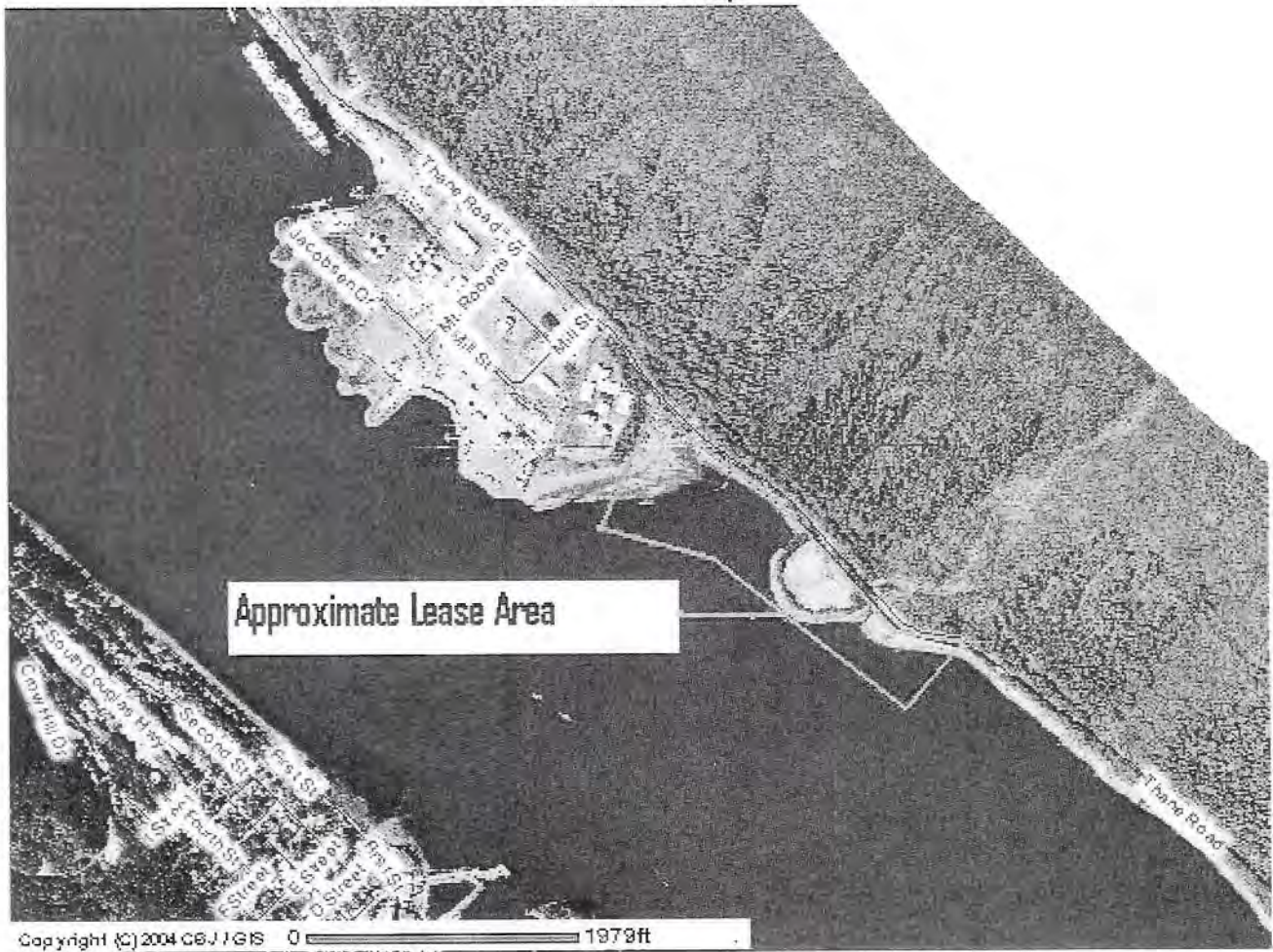
Exhibit A - Leased Premises
Sheet 1 of 2



DATE OF SURVEY 1/21/67		TOWER & NO. 100	
BY J. J. J. J.		1/21/67	
STATE OF ALASKA		ANCHORAGE, ALASKA	
ALASKA DIVISION OF LANDS			
NO. 556 (CR 415, 67-985)			
APPROVED BY J. J. J. J.		APPROVED BY J. J. J. J.	
DATE 1/21/67		DATE 1/21/67	
SIGNED J. J. J. J.		SIGNED J. J. J. J.	
TITLE A.T.S. 556		TITLE A.T.S. 556	

NO. 556 (CR 415, 67-985) SHEET 6 OF 6

Exhibit B - Leased Area Map





41st SEMI-ANNUAL MEMBERSHIP CONFERENCE

September 15 – 18, 2015
Juneau, Alaska
“Keeping your vision intact”



Hosted by: City & Borough of Juneau, Alaska
Sponsors



ENGINEERS, INC.



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STRUCTURAL ENGINEERING
PLANNING
SURVEYING



TUESDAY, September 15th

2:00 pm - 4:00 pm **Board of Directors Meeting**
5:00 pm - 7:00 pm **Welcome Reception & Conference Check-in**

WEDNESDAY, September 16th

8:00 am **Conference Check-in**

8:30 am **Call to Order: Mike Loy**, President, False Creek Harbour Authority, Fishermen's Wharf
Business Report
Introduction of PCC Board Members

9:00 am **Host Presentation:** City/Borough of Juneau, Alaska
Byron Mallott, Lieutenant Governor of Alaska has been invited to address PCC members
(<https://www.facebook.com/lrgov.mallott>).

9:15 am **Training and Education Committee Report: Eric Olsson**, Chair, T&E Committee

9:20 am **Barbara Schwantes Report: Giuseppe Alvarado**, Port of Seattle, WA

9:30 am **Networking Opportunity**

9:45 am **Introduction of Sustaining Members: Tami Allen**, City of Bainbridge Island, WA

10:00am **Call of the Ports** – Introduce yourself and your guests in two minutes or less. Give your affiliation and the PCC committee(s) on which you serve. Briefly highlight an issue that you would like to discuss.

Facilitators: **Keith Pinkstaff**, City of Warrenton, OR
Eric Olsson, Chair, T&E Committee

12:00 pm **"Lunch with a friend"** – Here is an opportunity to meet up with a PCC member to share your thoughts on various marina issues or to just relax and enjoy each other's company. A real networking opportunity!

1:00pm **Session 1: Daniel Abel, Rear Admiral, U.S. Coast Guard**, Commander, Seventeenth District.
Rear Admiral Abel is responsible for all Coast Guard operations throughout Alaska that include protecting life and property, enforcing federal laws and treaties, preserving living marine resources and promoting national security.
RADM Abel has expressed great enthusiasm for the opportunity to meet and address our PCC members. In his previous assignment, **he** commanded the First Coast Guard District. Headquartered in Boston, Massachusetts, **where he** oversaw all Coast Guard operations across eight states in the Northeast encompassing more than 2,000 miles of coastline from the U.S.-Canadian border to New Jersey. This assignment included commanding an intense and effective Coast Guard response during and in the aftermath of Hurricane Sandy. He witnessed an immense maritime area devastated and assisted in its revival. He will discuss some of the preparation that helped save lives and reduced property losses and also comment on the factors that assisted in revitalizing the area and encouraged an economic rebound. These experiences can be related to the many risks we face being continually confronted with threats of severe Pacific storms, tsunamis, earthquakes and other natural and man-made catastrophes. RADM Abel welcomes your questions and is intent on strengthening the proven beneficial relationship between his fellow Coast Guardsmen and harbor masters and marina operators throughout Alaska and the entire Pacific Northwest.

Facilitator: **Carl Uchtyl**, Port Director, City/Borough of Juneau, Alaska

2:00pm **Networking Opportunity**

2:10 pm **Session 2: Promoting a Culture of Excellence:** What is Human Relations or HR? It does more than ensure that your personnel records are complete and accurate and that your anniversary dates are recognized. HR is about people...it is about attracting the best and developing and retaining a diverse competent workforce that

reflects and protects the high standards of the public we serve and in promoting the values expected by our customers. Mila Cosgrove will cover many relevant topics that do impact our ability to conduct business and help resolve personnel issues that can erode moral and detract from our success. She will provide insight into hiring and recruitment practices and employee development and performance management...to keep the brightest and to encourage achievement. Ms. Cosgrove will explore the concept of Employee Engagement...What is it and why **you should** care. She will also engage in Conflict Resolution techniques and expand this to include a broader coverage of Customer Service. Do you know the “Seven Habits of Effective People Trainers?”...you will. To better focus an analysis of many of these HR issues, Alan Sorum, past Port Director and Harbormaster for the City of Valdez, AK and founder of Pacific Harbor Advisors, and still wearing many other maritime hats, will offer his thoughts on managing people and how to extract their potential. This is going to be a really great session!

Presenters: **Mila Cosgrove**, HR Director, City & Borough of Juneau, AK
Alan Sorum, Prince William Sound Citizens' Regional Advisory Council, AK
Facilitator: **Paul Stallard**, Salmon Harbor Marina, OR

3:10 pm **Session 3: Keeping Them Safe:** How involved are you with the safety of your moorage tenants? Can you help and to what extent? When a commercial fisherman or recreational boater is lost at sea through a boating accident a pall seems to envelop the homeport marina. The loss is felt and often reveals the strong kinship and camaraderie among boaters and definitely touches marina staff. What can be done to lessen this toll? Greg Mitchell has dedicated **his life** to identifying both the causes of these boating accidents and to helping eliminate many of the deficiencies that prompt these disasters. **Kelli Toth has also dedicated a tremendous amount of time and effort in similar pursuits to reduce life-threatening accidents and to increase survival rates.** Awareness is a key factor in reducing both shipboard injuries and deaths...awareness of the risks involved in boating and fishing and also of the availability of safety gear and the procedures that can be adopted to reduce these risks. The goal is to have **everyone** return safely. This should prove to be both an informative and inspiring discussion and may position you to establish marina/harbor policies that **support these boater safety programs.**

Presenters: **Kelli Toth**, Alaska Office of Boating Safety
Grey Mitchell, Director, Alaska Labor Standards and Safety
Facilitator: **Eric Olsson**, Chair, T&E Committee

4:30 pm **Exhibitor Reception and Member Get Together:** Grab this opportunity!! Our gracious Sustaining Members welcome you to join them for entertainment, snacks and refreshments. This is a chance to discuss issues and problems confronting your marina and perhaps walk away with an innovative and cost-efficient solution. This is also an opportunity to acknowledge the efforts of our dedicated “vendor corps” for their support.

THURSDAY, September 17th

8:30 am **Meeting Updates and Announcements**

8:45 am **Session 4: Keeping Hold of that Vision:** This is going to be an action packed fast-paced session with a great return for you attention. Every complicated worthwhile effort requires a plan...particularly expensive long-term capital improvement or rehabilitation projects. To be successful it is best to break these immense time and money-draining projects into simpler steps and to avoid losing sight of your initial goals. You have ideas for how you want your facility to look and operate and for the changes and the improvements needed to meet these objectives. This session will take you through the steps required to realize your vision. It starts with assessing the entirety of your facility to determine priorities and what in fact needs to be done. Accompanying this analysis is the requirement to develop budget strategies that meet the fiscal needs of these projects. **This project planning must include** selecting and establishing a smooth flowing working relationship with the project architects and engineers so that the final project description actually matches your conceptual design. It is this synergy among the project elements that can help keep your vision intact and not become tattered by unanticipated budget shortfalls or design flaws or technical/engineering glitches. You will learn effective ways to conduct productive waterfront inspections and facility assessments and be introduced to the new Waterfront Investigation Manual with ASCE Guidelines. This should give you some of the tools to determine the condition of your facilities and help in determining your vision for improvements. Next, we will explore several different approaches for concrete dock repairs and piling rehabilitation to help eliminate catastrophic failures and possibly avoid costly replacement projects. Finally, you will be provided with helpful tips for selecting and working with architectural firms that will best suit your needs and be most effective in securing that vision for improving your facility.

Presenters: **Heath Pope**, Moffatt and Nichol, Anchorage, AK
Bobby Carlson, Five Star Industries, SC
Jon Keiser, PND Engineers, **Seattle, WA**
Facilitator: **Joe Dusenbury**, City of Des Moines Marina, WA

10:15 am **Networking Opportunity**

10:35 am **Session 5: Become an Adventure Center:** Learn how to catch the wave of eco-tourism to improve the value of your marina and your bottom line. Today's boaters are not interested in measuring their success by sucking up fossil fuels, smoking big cigars and having cocktails on the deck of their yachts (well, there are a few left). Present day boaters are increasingly using their boats as vehicles for adventurous outings with family and friends. The focus is trending toward healthy activities that have zero negative environmental impacts and offer the seemingly limitless opportunities to explore natural resources, regional cultures, and geographical uniqueness. Don't get stuck in your current comfortable yet stodgy array of boating activities that are supposed to lure the next generation of boaters...look around and see the trends toward kayaking and paddle board adventures. These and other innovative boating alternatives shouldn't be shunned for competing for the limited space at your marina. They should be embraced as potential revenue generators that can eventually fill your slips in the future. It is up to you to promote these modern tourist options and take advantage of these new forms of maritime entertainment and adventure to serve your marina up as a launching pad for excitement.

Presenters: **Bob Janes**, Gastineau Guiding, Juneau, AK
Representative, Alaska Department of Economic Development, Tourism Marketing
Facilitator: **Giuseppe Alvarado**, Port of Seattle, WA

11:30 am **Session 6: What's new in our Waterways:** Join Ed Page, retired CG Captain and long-time maritime industry advocate, to learn about the latest CG regulations that will undoubtedly impact your tenant commercial fleet. AIS...Automatic Identification System was first conceived as a collision avoidance system but along with sophisticated technologies AIS can now readily provide this more precise location and vessel movement data beyond official CG and maritime channels. It has evolved into more of a "big brother" watchdog to assist in fishing fleet monitoring, expanded vessel traffic control (with enhanced violation reporting), enhanced maritime security, accident investigation analysis and enhanced search and rescue capabilities. Next spring, more commercial vessels, including fishing vessels over 65 feet in length, will be required to have AIS installed and operational. In addition to the new outflow of information, AIS vessels will also be capable of receiving more precise weather updates and warning notices. Ed will also highlight how ports and harbors will also benefit for this new technology. Please join Ed Page in this informative and valuable session.

Presenter: **Ed Page**, Executive Director, Marine Exchange of Alaska
Facilitator: **Eric Olsson**, Chair, T&E Committee

12:00 pm **LUNCH: Table Topics**
We continue with our successful "Table Topics" so that you can enjoy lunch with the discussion group of your choice to explore topics of interest. Each table will have a placard announcing your favorite topic.

1:00 pm **Assemble for Host Port Activities**

5:00 pm **Return to Hotels**

5:10 pm **Training & Education Committee Meeting** (hotel lobby)

6:00 pm **Social Hour**

7:00 pm **BANQUET**

Awards Presentations:

FRIDAY, September 18th

7:30 am Breakfast

- 9:00 am **Session7: Derelict Vessels and Clean Harbors - Protecting our waters:** Rachel will provide a brief overview of her efforts to assist in eliminating abandoned and derelict vessels from your harbors and marinas. She will also provide information on a new Clean Harbors online course that she has developed for the University of Alaska, SE. Rachel is dedicated to not only keeping polluters out of Alaskan waters but also in making all of us more aware of the environmental threats that can diminish the quality of boating activities and adversely impact marina operations and revenues.
- Presenter: **Rachel Lord**, Cook Inletkeeper, Clean Water Program Director
Facilitator: **Eric Olsson**, Chair, T&E Committee
- 9:15 am **Session 8: Dealing with Derelict Boaters:** How do you effectively (and safely) deal with troublesome boaters who continually engage in inappropriate, illegal or simply bothersome behavior? You know who we mean. You simply may not have the authority or evidence to evict them and often this process is so long and tedious that the abuses may not warrant the expense in your staff time and effort. Also, do you want to expose yourself or your staff to potential harm and harassment? So, what can you do? To make matters worse, new drug laws may create that dreaded “gray area” that now eliminates immediate tenant expulsion as an easy remedy to terminate past illegal activities. This panel led by Ray Majeski and Juneau Harbor staff and local authorities will highlight some cases that necessitated swift and decisive actions to either alter behaviors or remove the offending parties from the facility. Most often undesirable boaters aren’t drug-fueled and simply need to be reminded of behavioral limitations and sternly advised to become a good neighbor. This approach can be strengthened with clear marina policies and moorage contracts that point out prohibited activities and inappropriate behavior with the consequences defined. But, sometimes the bad guys do creep in and more aggressive action is required to preserve the safety and well-being of the rest of your tenants...inaction is not an option.
- Presenter: **Ray Majeski**, Past Sitka Harbormaster and PCC President
Port of Juneau Staff
Juneau Police
Facilitator: **Kathy Garcia**, Port of Bremerton, WA
- 10:10 am **Closing Remarks, Conference adjourned**

Exhibitors

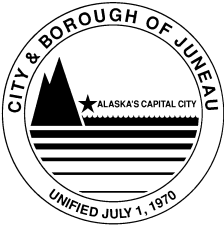




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OFFICE OF THE MUNICIPAL CLERK

155 S. Seward St., Room 202
Phone: (907)586-5278 Fax: (907)586-4552
email: Beth.McEwen@juneau.org

MEMORANDUM

DATE: August 25, 2015

TO: Empowered Boards + Planning Commission Members

FROM: Beth McEwen, Deputy Municipal Clerk

RE: New CBJ Emails for Empowered Boardmembers + Planning Commission Members

We are rolling out a new CBJ email system for use by all the CBJ Empowered Board members and the Planning Commission members ["boardmembers"] in order to comply with the public records requirements.

All boardmembers will be issued a CBJ email account in the following format:
firstname.lastname@juneau.org in addition to receiving any emails directed to your board's group distribution list:

Airport Board: AirportBoard@juneau.org
Aquatics Board: AquaticsBoard@juneau.org
Docks and Harbors Board: HarborBoard@juneau.org
Bartlett Regional Hospital Board: HospitalBoard@juneau.org
Eaglecrest Board: EaglecrestBoard@juneau.org
Planning Commission: PlanningCommission@juneau.org

Below are the key points we want all boardmembers to know with respect to your role as a CBJ boardmember and how the new system is to be implemented.

- 1) Email to an individual or the full board is considered a public record and is subject to public disclosure. *[In other words, if you don't want to see it in the daily news, it shouldn't be in a CBJ email.]*
- 2) Boardmembers will be issued a CBJ email account after they have read the CBJ Telecommunications Policy 14-04 and signed the Boardmember acknowledgment form.
- 3) Boardmembers should ONLY use their CBJ email accounts when conducting CBJ related business. [Once you are issued your new email under #2 above, all use of your personal email account when conducting CBJ business should cease.]
- 4) Never use the "Reply All" feature when responding to emails that are sent to the full board! Multiple messages of substance that are shared with a quorum of members can be considered a violation of the Open Meetings Act.
- 5) The group distribution list will include boardmembers, Assemblymember Liaisons, and key staff members. Staff will file and retain copies of the emails sent to the full board in accordance with CBJ records retention policies. These staff members will also be tasked with managing the email accounts of former board members in accordance with the records retention policies.

- 6) IMPORTANT! CBJ emails automatically disappear after a 90-day period, so if you wish to save a particular email, move the email to a file you create in Outlook.
- 7) If you have any questions, please ask your staff liaisons, the Clerk's office, or MIS during regular business hours. We are happy to help!

CBJ Records Retention Schedule (Resolution 2356) Excerpt:

Series, Title & Description	Retention Period (years)	Remarks
General: All city departments will use this general retention schedule for correspondence unless the department has adopted a particular retention schedule for correspondence as outlined in the following pages.		
Transitory Correspondence: Those records that are created primarily for the informal communication of information, as opposed to communications designed for the perpetuation or formalization of knowledge. Transitory messages do not set policy, establish guidelines or procedures, certify a transaction, or become a receipt. The informal nature of transitory messages might be compared to the communication that might take place during a telephone conversation or verbal communications in an office hallway.	90 days	
Subject Files (Functional): Correspondence, reports, and information related to the functional departments of the municipality and which document events, projects, activities and issues.	7	Review for administrative or archival value.
Reading Files: Copies of outgoing letters and memoranda arranged by date.	7	

The following documents are attached for your use/reference:

- CBJ Telecommunications Policy 14-04
- Telecommunications Policy Board/Commission Member Acknowledgement Form
- How to access CBJ email instructions

INFORMATION AND COMMUNICATIONS TECHNOLOGY POLICY

I. INTRODUCTION

Information and communication technologies (ICT), consisting of computers and telecommunications and network resources, are provided by the CBJ to aid its employees in accomplishing the CBJ's objectives. The purpose of this policy is to establish a uniform guideline for the use of ICT. All users when connected to the CBJ networks from private devices as well as CBJ devices are subject to this policy.

CBJ users, including employees, contractors, and volunteers, who violate this policy are subject to discipline up to and including termination from service.

II. ICT POLICY

- A. All information transmitted received or stored on CBJ ICT is subject to review by, or at the direction of CBJ management. Users should not have any expectation of privacy in the use of the CBJ ICT. The CBJ reserves the right to monitor and review any communications, files, or other use of CBJ ICT without any advance notice to, or the consent, of any user.
- B. All files and email messages saved on CBJ ICT may be considered a matter of public record and subject to disclosure. This includes all files, email messages, or text transmitted, received, or saved on any personal computing equipment (phones, smartphones, tablets, computers, etc.).
- C. Incidental personal use, in compliance with the other provisions of this policy, is allowed as long as it does not:
 - 1. Interfere with the business of the CBJ, or any employee's job performance.
 - 2. Consume significant resources.
 - 3. Give rise to additional costs.
 - 4. Create personal financial gain unrelated to a user's duties with the CBJ, unless the ICT being accessed and used is a bulletin board or web page made available by the CBJ MIS Division for the purpose of enabling employees to market and sell personal property.
- D. CBJ users shall take reasonable precautions to protect access codes, computer passwords or other access mechanisms to avoid unauthorized access. Passwords for systems are created by users for the purpose of excluding unauthorized personnel, not to provide privacy from official review. CBJ users must not divulge their passwords to any other person. Password criteria and other computer policies established by MIS can be found on the MIS intranet page.
- E. Only encryption tools authorized by MIS may be used. Except with the prior written consent of the MIS director, all such tools must be implement key-recovery or key-escrow techniques to permit the CBJ to access and recover all encrypted information (e.g., in the case of the absence of the employee who performed the encryption).
- F. Confidential information (whether owned by the CBJ, its vendors, or other persons) is not to be disclosed to others without prior authorization. The question of "authorization" will be a function of the type and ownership of the confidential information. (For example, different authority may be required for disclosure of CBJ-owned information than for vendor-owned information). "Authorization" for disclosure may be limited to certain specific individuals within the agency on a need-to-know basis.
- G. Users are expressly prohibited from engaging in the following acts. Doing so may subject a user to removal of use privileges and/or disciplinary action, up to and including termination of employment:
 - 1. Engaging in any willful act or omission that may cause a general loss of computer, telecommunications equipment, or network resources, or that will interfere with any CBJ functions.
 - 2. Using any CBJ ICT for illegal activity.

3. CBJ users shall access, delete, examine, copy, modify, and retrieve any stored information only to accomplish the CBJ's objectives.
4. ICT shall not be used for financial or personal gain such as running any aspect of a private business, or for the purpose of advocating voting for or against a candidate for federal, state, or municipal office, or a federal, state, or municipal ballot issue, not directly related to the user's work duties. Use of the CBJ's intranet bulletin board to advertise sale items, make global announcements, etc., is exempt from this restriction.
5. The installation or use of any software or hardware on CBJ ICT without prior approval from the user's department director or MIS is prohibited.
6. CBJ users may not download, install, duplicate, or store software or data files that violate applicable copyright or license agreements.
7. CBJ users shall not attempt to circumvent or subvert the CBJ ICT systems or processes intended to protect and secure CBJ information.
8. CBJ users may not use CBJ ICT to store, print, distribute, edit, record or display offensive, defamatory, discriminatory, harassing, disruptive or any other prohibited material, unless explicitly authorized to do so to accomplish the CBJ's objectives.
9. CBJ users may not attempt to gain unauthorized access or attempted access to any other person's computer, email, or voicemail accounts or equipment.
10. Under no circumstances may any posting, message, or document originating at the CBJ be in violation of the letter or the spirit of the CBJ's policies, such as the Equal Employment Opportunity or Harassment policies.
11. CBJ users shall not misrepresent their identity in any way while using CBJ ICT. This includes using another employee's email account, or by modifying another's messages without permission. The content of messages written by others should be forwarded with no changes, except to the extent that edits to the original message are clearly indicated (for example, by using brackets or by using other characters such as * * * to flag edited text).
12. Connecting directly to the CBJ computing or networking systems with a personal device without direct authorization from MIS is prohibited. Remote access rules and criteria for using personal devices to connect the CBJ computing and network resources are driven by MIS. Users are required to comply with any rules posted by MIS on the MIS home page under the link called Computer Policies.

H. All users shall take immediate action to address any inadvertent violation of these rules by immediately contacting MIS, providing specific information describing the violation.

III. RETENTION AND SECURITY OF E-MAIL MESSAGES

Email messages and computer-stored items are CBJ property and are public documents. Email messages are official documents until they are destroyed, and may have legal and operational effect identical to that of traditional, hardcopy documents. Accordingly, all email messages should be treated as though they may later be viewed by others.

They must be administered as required by the Alaska Archives Act, the Alaska Open Records Act, and CBJ document retention policies. In addition, messages may become evidence in a lawsuit and thus subject to the rules of court regarding discovery. *Do not attempt to evade these requirements by moving or destroying documents in response to legitimate requests under the Open Records Act or because a lawsuit has been or probably will be filed.* Any such attempt is illegal, is detectable, and will subject the CBJ and you to severe penalties.

It is the policy of the CBJ that email messages are temporary informal documents that are routinely destroyed after 90 days unless users make a deliberate decision to preserve them. Users are required to administer email messages generated and received via CBJ ICT as follows:

- A. Immediately upon sending or receiving a message, users should make a determination whether the message has any lasting administrative, legal, or historical value, or if it is evidence in a pending or probable lawsuit.
- B. If the message has no lasting value and does not constitute evidence, users may delete it or may leave it in the Inbox. The Inbox, Deleted Items, and Sent Items folders are set to automatically purge all messages older than 90 days.
- C. If the message has any lasting administrative, legal, or historical value, or if it is evidence in a pending or probable lawsuit, the message should be moved from the Inbox or Sent Items folders folder and preserved in an Outlook folder that is not automatically purged.

IV. GENERAL PROVISIONS

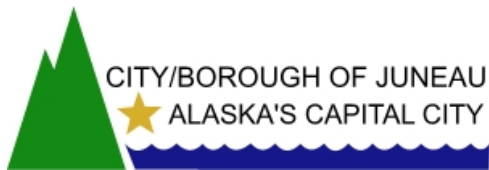
Scope: This policy applies to all agencies and employees of the City and Borough of Juneau, Alaska.

- A. Authority to promulgate policy: The City Manager of the City and Borough of Juneau, Alaska, maintains the authority granted by the CBJ Charter to order policy and the guidelines for implementation.
- B. Effective Date: This policy will take effect on date policy is signed.

Dated at Juneau, Alaska, this 9th day of December, 2014.



Kimberly A. Kiefer
City and Borough Manager



The City and Borough of Juneau
Municipal Clerk's Office
155 South Seward Street, Juneau, Alaska 99801
Main Phone: 586-5278 Fax: 586-4552

Telecommunications Policy Board/Commission Member Acknowledgement Form

I have been provided with a copy of CBJ Administrative Policy 14-04: Information and Communication Technology Policy. I certify that I have read the policy and have had the opportunity to ask questions about the content, requirements, and expectations contained therein.

I agree to abide by the policy guidelines as a condition of my continuing service as a board or commissioner with the City and Borough of Juneau.

I understand that if I have questions, at any time, regarding the Telecommunications Policy, I will consult with the City Manager and/or Clerk's offices, the City Attorney, or their designees for clarification. In the alternative, I understand I can also contact the Human Resources office for assistance.

Please read the Telecommunications Policy carefully to ensure that you understand the policy before signing this document.

Printed Name

Signature

Date

Cell Phone Connectivity & CBJ

Using your cell phone to connect to CBJ resources is a great way to use your mobile device to stay up-to-date with your work environment. However, MIS is not in a support role for these devices. There are just too many different models and features for us to keep up with. The configuring and support of these devices needs to come from your supplier (AT&T, GCI, ACS, etc). That said, MIS does ensure that our Microsoft Exchange server supports 'Active-Sync' connectivity via mobile devices. This is the method in which all of these devices talk to our email server.

Every cell phone needs the same basic information to actively talk to our email server. Below is the information that you will need to get connected. Your provider's can instruct you on how to get this information into your cell phone.

e-mail Server: Microsoft Exchange

Server Address: owa.ci.juneau.ak.us

Your email address:

CBJ & Library:

First.Last@juneau.org (jack.bnimble@juneau.org)

JPD:

user@juneaupolice.com Note JPD addresses are usually the first and middle initials and the last name.

Username: DOMAIN\First_Lastname - note that username conventions vary between CBJ, JPD and JPL. Enter the username you use to log onto the network.

CBJ_NT\jack_bnimble

Library\jack_bnimble

JPD-DOMAIN\jbnimble

Password: ***** (Candle\$tick) (Do Not tell your provider your password)

Your Domain - Select as appropriate:

cbj_nt

library

jpd-domain

SSL: ON

Last modified at 6/30/2015 2:55 PM by Kevin Miller

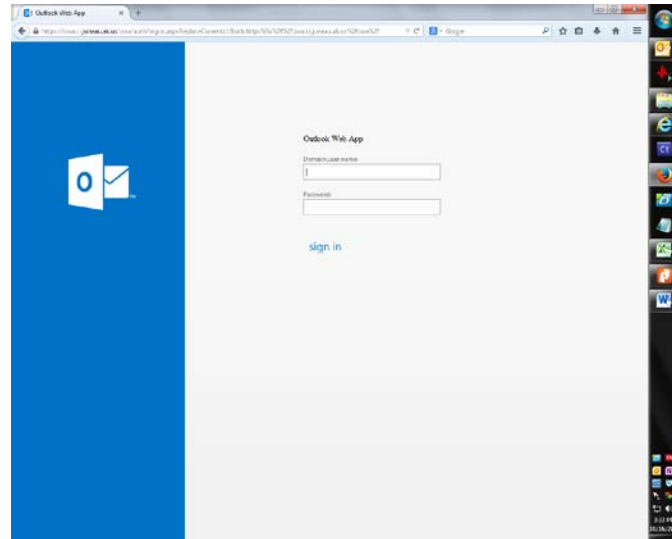
CBJ e-mail

The new CBJ email address is: firstname.lastname@juneau.org
(the email address has a period (.) between the first and last names)

To access your email:

- 1) Open any web browser (Internet Explorer, Yahoo, Google, etc.)
- 2) In the URL, type in: <http://mail.juneau.org>

This will take you to a window that looks like this:



- 3) In "Domain\user name" enter: **cbj_nt\firstname_lastname**
(the log in user name has an underscore (_) between the first and last names)
- 4) In "Password": [enter your personal password here]

After following this path, you will access your CBJ mail. You can set up folders to save emails. Emails in the inbox cycle out after 90 days, so if you want to keep emails, put them in a folder.

