CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING AGENDA
For Thursday, December 11th, 2014

I. Call to Order (5:30 p.m. at the CBJ Assembly Chambers.)

II. Roll (John Bush, Tom Donek, Bob Janes, David Logan, Mike Peterson, Budd Simpson, Scott Spickler, David Summers, and Greg Busch).

III. Approval of Agenda

MOTION: TO APPROVE THE AGENDA AS PRESENTED.

IV. Approval of November 20th, 2014 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 -

A. Public Requests for consent Agenda Changes
B. Board Members Requests for Consent Agenda Changes
C. Items for Action

1. ADF&G Cooperative Agreement- Amalga Harbor Fish Cleaning Float

MOTION: TO ADOPT THE ADF&G COOPERATIVE AGREEMENT AND REQUEST THE ASSEMBLY APPROVE AN APPROPRIATIONS ORDINANCE OF $50,000 FOR THE FEASIBILITY DESIGN AND PERMITTING OF A FISH CLEANING FLOAT AT AMALGA HARBOR.

VII. Unfinished Business - NONE

VIII. New Business

1. Waterfront Vendor Booths
   Presentation by Port Director

   Board Questions

   Public Comment

   Board Discussion/Action

   MOTION: TO BE DETERMINED AT THE MEETING.

2. CBJ Marine Passenger Fee Project Proposal List
   Presentation by Port Director

   Board Questions

Public Comment

Board Discussion/Action

MOTION: TO BE DETERMINED AT THE MEETING.

3. AAHPA Resolutions to Assembly
   Presentation by Port Director

Board Questions

Public Comment

Board Discussion/Action

(A) MOTION: TO RECOMMEND TO THE CBJ ASSEMBLY FOR APPROVAL OF THE ATTACHED RESOLUTION SUPPORTING FULL FUNDING OF THE STATE OF ALASKA HARBOR FACILITY GRANT PROGRAM IN THE FY 2016 STATE CAPITAL BUDGET.

(B) MOTION: TO RECOMMEND TO THE CBJ ASSEMBLY FOR APPROVAL OF THE ATTACHED RESOLUTION SUPPORTING THE ADDITION OF DOCKS AND HARBOR EMPLOYEES TO THE LIST OF EMPLOYEES COVERED BY AS 12.55.135.

IX. Items for Information/Discussion

1. New Cruise Ship Berths 1% for Art
   Presentation by the Port Engineer

2. Proposed Harbor Patron Code of Conduct Update
   Presentation by the Port Director

3. Electric Vessel Charging Station Update
   Presentation by the Harbormaster

X. Committee and Member Reports

1. Operations/Planning Committee Meeting – December 4th, 2014- CANCELLED

2. Harbor Fee Review Committee Meeting- December 4th, 2014- CANCELLED

3. CBJ Lands Committee Meeting – December 8th, 2014

4. Finance Committee Meeting – December 9th, 2014

5. Docks Fee Review Committee Meeting- December 9th, 2014- CANCELLED

6. Member Reports

XI. Port Engineer's Report

XII. Harbormaster's Report

XIII. Port Director's Report

XIV. Assembly Liaison Report

XV. Board Administrative Matters

a. Operations/Planning Committee Meeting – Wednesday, January 21, 2015

b. Harbor Fee Review Meeting – To be determined

c. Finance Committee Meeting – Thursday, January 22, 2015

d. Docks Fee Review Meeting – Thursday, January 22, 2015

e. Board Meeting – Thursday, January 29, 2015

f. Strategic Planning Retreat – Saturday, February 21, 2015

XVI. Adjournment

CBJ Docks and Harbors Board
REGULAR BOARD MEETING MINUTES
For Thursday, November 20th, 2014

I. Call to Order.

Mr. Logan called the Regular Board Meeting to order at 5:31p.m. in the CBJ Assembly Chambers.

II. Roll Call.

The following members were present: John Bush, Greg Busch, Tom Donek, Bob Janes, Mike Peterson (via telephone), and David Logan.

Absent: Budd Simpson, Scott Spickler, and David Summers.

Also present were the following: Carl Uchytil – Port Director, David Borg-Harbormaster, and Gary Gillette – Port Engineer

III. Approval of Agenda.
Mr. Uchytil asked to add a Special Order of business after Public Participation.

MOTION By MR. BUSCH: 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 October 30th, 2014 Regular Board Meeting Minutes And November 7th, 2014 Special Sub-Committee Meeting Minutes (Mt Roberts Tram Lease Negotiations) were approved as presented.

V. Public Participation on Non-Agenda Items – None

Special Order of Business

Mr. Uchytil read an employee of the Quarter recognition letter for Mr. Dennis Holloway who is a Harbor Officer at Aurora Harbor.

VI. Consent Agenda - None

VII. Unfinished Business

1. Mt. Roberts Tramway Lease Amendment

Mr. Uchytil said since arriving as Port Director in August of 2011, he has been involved in this lease rent adjustment and appraisal process relevant to the Mt. Roberts Aerial Tramway property. The Board also has been engaged in the dispute resolution and was briefed several times from each party's appraiser. In October 2013, the Board appointed a special Sub-Committee consisting of Docks & Harbors Finance members to commence good faith negotiations with Goldbelt to reach a fair market value, lease rate and terms. Following Alaska

Open Meetings Act requirements, Board Member Mike Peterson and himself met with Goldbelt officials Mr. Bob Loiselle and Mr. Derek Duncan over the period of thirteen months. On November 7th, 2014, the Sub-Committee was briefed on the settlement agreement and approved the proposed lease amendment. He said the Sub-Committee believed they met the direction of the Board for the good faith negotiations and met a fair market lease rate and terms. Moving forward, this will be a better lease and compensation from Goldbelt for the 10,000 sq/ft lease area. Mr. Uchytil said in summary, the Mt. Roberts lease rent went from $104,000 to $272,000 beginning July1st, 2012 and will remain that rate until 2020. In the lease amendment, retail space will be allowed, and a conditional use permit is not required. If this is approved by the Board tonight, this will go to the Lands Committee on December 8th, and to the Assembly on December 22nd.

Mr. Peterson said this Tram process has been a very contentious issue from the beginning on October 20th, 1994. There was a Planning and Zoning meeting about the Tram with eight public testimony for and against the Tram. The Planning Commission passed the recommendation to the Assembly to lease the land with retail space. The vote passed five to one. At the Assembly level, November 14th, 1994, there were 25 people that testified for and against the Tram. In that meeting there were five amendments to the lease and the meeting went past midnight. Downtown companies felt the retail was going to be a threat. When the retail was pulled from the lease, the lease passed with a six to three vote. The final lease passed eight to one. Mr. Peterson said during negotiations, the Sub-Committee was working in good faith on behalf of the Board and did not want to be punitive on the negotiations. The Sub-Committee was looking for a fair and better lease than there was before. Mr. Peterson said Mr. Horan valued the Air Rights at $300,000, which the Board members felt was too high. After research, the Sub-Committee concluded $2,000 to be a fair value for the air rights. Mr. Peterson said moving forward, this is a much better amendment to the lease which makes the lease that much better. The Mt. Roberts Tram is an anchor for the downtown on South Franklin and is also an anchor tenant to Docks & Harbors for the next 45 years of the lease.

Mr. Derek Duncan thanked Mr. Uchytil and Mr. Peterson for all the time and effort put into the lease negotiations. He said they have been working on this rent adjustment for the past three years. He agrees, moving forward this is a much better lease agreement which makes sense in today's environment. He said they headed into the negotiations with a set of provisions that Goldbelt wanted to tighten up and he said they have achieved that. The appraisal methodology is much tighter, the base rental percentage set at 9% is fair, royalty rent is amended out of the lease, the adjustment period was changed

from three to five years, added retail, and agreeing to the effective date of the rent adjustment to July 1st, 2012. Goldbelt is overall happy with the lease amendment and settlement agreement and is looking to moving forward.

Board Questions

Mr. Busch asked Mr. Uchytil if the minor issues mentioned at the Finance Committee were resolved, and the amendment in the packet is what will be moving forward?

Mr. Uchytil said yes. Mr. Duncan came back with some corrections and recommended changes by Goldbelt that the Sub-Committee was not in agreement with.

Mr. Duncan said he suggested some clean up in the settlement and the amendment agreement. The key edit were the changes to the base term and also the 35 year extension period which was a very important change.

Mr. Logan said this was heard at the Finance Committee and sent to the Board with a recommendation that it be approved and sent to the CBJ Lands Committee.

Mr. Uchytil said one of the minor corrections was that the Amendment and the Settlement Agreement can be signed by him and not the City Manager. The Amendment will go through the CBJ Lands Committee to the Assembly and after that is passed, he will sign the Settlement Agreement, unless the Board directs him not to.

Public Comment - None

Board Discussion/Action
MOTION By MR. BUSCH: TO APPROVE THE PROPOSED MT ROBERTS TRAMWAY LEASE AMENDMENT AND SUBMIT TO CBJ ASSEMBLY LANDS COMMITTEE FOR ACTION AND GRANT THE PORT DIRECTOR AUTHORITY TO CONCLUDE THE SETTLEMENT AGREEMENT AND ASK UNANIMOUS CONSENT.

Motion passed with no objection

VIII. New Business

1. 2016 CIP List

   Mr. Logan said this has been presented to both Committee's and approved.

   Mr. Gillette said the list in the packet, the six-year department improvement plan, has been updated with the suggestions from the OPS/Planning Committee.

- Docks was updated to include – Future shore power for Cruise Ship Berth.
- Harbors was updated to include – Future development for the Juneau Fisheries Terminal. The primarily focus for this is that we re-develop the area by the university.

The specific FY16 capital improvements which are part of the CBJ's budget are as follows:

- Visitor Information Kiosk Replacement
- Auke Bay Passenger for Hire Facility
- Downtown Restrooms
- Douglas Harbor Rebuild
- Aurora Harbor Rebuild – Phase 2
- Statter Harbor Boat Haul-Out and Kayak Launch Facility

Mr. Gillette said funds are still needed for these projects and Docks & Harbors is requesting funds from passenger fees or state appropriation. Typically Docks & Harbors projects are not funded through CBJ's General Fund. Some of these projects have been on the list for more than one year, but it is important to keep them on the list.

Board Questions –

Mr. Busch asked Mr. Gillette if just FY16 is submitted to CBJ?

Mr. Gillette said he submits the six-year department improvement plan also.

Mr. Busch said it looks like FY18 moving forward there is nothing planned. He said that could give a negative view to CBJ.

Mr. Gillette said he could add items to the list by priorities.

Mr. Busch asked if CBJ is asking for the six year window?

Mr. Gillette said yes, and if the Board has suggestions, he could add them.

Public Comment –
Paul Swanson, Juneau, AK
He commented on the Statter Harbor Haul Out.

Board Discussion/Action

Mr. Logan suggested to use the CIP list for strategic planning to populate it out in terms of years to be able to look at projects down the road. He would like to work on making this list a more meaningful document that can be a living document.

MOTION By MR. BUSCH : TO APPROVE THE PROPOSED 2016 – 2021 CIP LIST AND SUBMIT TO CBJ ENGINEERING AND ASK UNANIMOUS CONSENT.

Motion passed with no objection

2. Auke Bay Loading Facility Conditional Use Permit

Mr. Gillette said in the packet is a draft of the conditional use permit application for Auke Bay Loading Facility to allow boat yard use, including repair and maintenance. With the current permit, people are allowed to have staff pull their boat out with the Sea Lift, block them and store them, but no maintenance or repair is allowed. This would amend the current conditional use permit to allow boat repair maintenance work. There are two scenarios presented:

1. The Harbor staff would pull and block the boat. The boat owner would then be able to work on their boat, or hire out the maintenance and repair labor.
2. Lease out the area to a third party vendor to operate. There has been preliminary discussions with Harri's who currently leases the Auke Bay Boat Yard. With this option, staff would not be pulling boats, but they would continue operating the rest of the facility for storage.

Mr. Gillette said this is the first step. If they don't get the amended conditional use permit, then nothing will change. If we do get the amended conditional use permit, staff will investigate the two scenarios and bring it back to the board for the best management practices.

Board Questions-

Mr. Logan asked how the square footage compared to the existing yard square footage at Statter Harbor?

Mr. Gillette said it looks generally about the same and he would like to try to keep it the same amount.

Mr. Logan asked if there are any restrictions for this area?

Mr. Gillette said the concern is that hazardous material would migrate into the cove. Currently all the draining lines have oil water separators. Staff would also put in screens to capture any large particles. Docks & Harbors would have rules in place that would require people to use equipment to capture hazardous material and lay tarps down.
Mr. Logan asked if the adjustments mentioned would be enough to satisfy State and Federal agencies?

Mr. Gillette said he believed so. The water separators on the drains currently meet the standards. Staff will be proposing methods to catch contaminates on site.

Mr. Logan asked if the access to Alaska Glacier Seafood would still be able to be maintained with this plan?

Mr. Gillette said yes, but some storage would need to be shifted to that side. They are aware there is a sunset date to this easement and have been advised that this might go away.

Mr. Janes asked on the two different uses, is staff looking at one or the other getting the conditional use permit?

Mr. Gillette said typically a conditional use permit would allow a specific use. They don't tell you how to manage that facility. If we get a conditional use permit for boat repair and maintenance, we could pursue a management avenue. In scenario number one we would need to have rules in regulation and if it was scenario number two it would be conditions of the lease.

Mr. Janes said if this conditional use permit is questioned, it could be controlled better by a contractor versus a private individual. There could be rules and regulations that staff could attempt to enforce, but with a contractor, there would be more enforcement on the conditions of the permit.

Mr. Gillette said because of the increased use, Docks & Harbors would need to assign staff to be onsite permanently for oversight of the operations.

Mr. Donek asked why we can only store boats and not work on them?

Mr. Gillette said that was before his time, and he was unsure.

Mr. Dennis Watson, Vice-Chair of the Planning Commission.
He said the reason for having to go through multiple steps is because the original project presented to the planning commission for the Auke Bay Commercial Loading Facility was to be able to bring boats up the ramp, store them, and provide short term storage. Subsequent to that, it was found that Docks & Harbors was allowing commercial vessels to fuel at that dock, so staff needed to come back and apply for another conditional use permit. During the original conditional use permit application, he said he asked the previous Port Director, as a commissioner of the Planning Commission, what all the uses of this facility was going to be because this was a sensitive issue with a potential impact on the area, and some of the

neighbors were not happy. Therefore, a lot of focus has been kept on this facility and probably will for a long time to come. He recommended to proceed cautiously.

Mr. Busch asked if the security plan could also be adjusted to reflect the additional uses?

Mr. Gillette said he would believe so.

Public Comment-
Dennis Watson, Juneau, AK said if you have a boat yard, you will have to have access. With a secure gate, how will someone be able to get in to pick up their boat? It would be nice to know the whole plan for the Auke Bay Loading Facility.

Board Discussion/Action -

Mr. Janes said security can be good when managed properly.

Mr. Logan asked what are the security requirements?

Mr. Gillette said security is only required during active fuel transferring.

Mr. Logan said there will need to be answers for the public regarding overall security and specific times when other access arrangements need to be made.

Mr. Gillette said someone that needs to access a boat in the secure gated area could be issued a key fob. That is how it is done currently.

Mr. Logan suggested developing a clearer plan before going before the Planning Commission.

Mr. Busch said he is in support of having the Auke Bay Loading Facility a boat yard and to have progress at that location, but there needs to be discussion on the way ahead for the Statter Harbor Yard, and also security.

Mr. Logan asked how much longer the Auke Bay Boat Yard lease has until it expires?

Mr. Uchytil said it expires in 2018.

Mr. Logan asked if this lease is an automatic renewal?

Mr. Uchytil said it is not a guarantee.

Mr. Bush said he would like Docks & Harbor staff to pull the boats, block them, and allow a private individual to do the maintenance and repair to their boat.

MOTION By MR. BUSCH: TO APPROVE SUBMISSION OF A MODIFIED CONDITIIONAL USE PERMIT FOR THE AUKE BAY LOADING FACILITY AND ASK UNANIMOUS CONSENT.

Motion passed with no objection

Mr. Logan asked for a date this would move forward.

Mr. Gillette said probably after the first of the year.

Mr. Logan said he would like some Board members to attend the Planning Commission meeting when the application is presented.

3. Docks & Harbors CY2015 Calendar

Mr. Uchytil said at the October Board meeting there was discussion on the 2015 calendar. The Board decided to have the OPS/Planning Meeting the Wednesday the week before the Board meeting and the Finance Meeting the Thursday after the OPS/Planning Meeting.

Board Questions - None

Public Comment- None

Board Discussion/Action

MOTION By MR. BUSCH: TO APPROVE THE CALENDAR YEAR 2015 BOARD AND COMMITTEE MEETING DATES AND ASK UNANIMOUS CONSENT.

Motion passed with no objection

IX. Items for Information/Discussion

1. Scheduling of Comprehensive Fee Review Meeting Times

Mr. Logan asked if Mr. Busch still preferred having the Port Fee Review meeting following the Finance Meeting.

Mr. Busch said yes.

Mr. Logan said it was decided the Harbor Fee Review will not meet after the OPS/Planning meeting. A new time will be decided when Mr. Simpson is present. He said he would like to schedule a strategic planning meeting on

Saturday, February 21st at 9:00 am. This will be specific to Docks & Harbors future projects.

Mr. Uchytil asked if the strategic planning should be taken off the OPS/Planning agenda for the next three months?

Mr. Logan said yes, and pick up again after the Strategic Planning session.

X. Committee and Board Member Reports

1. OPS/Planning Committee Meeting – November 13th, 2014

Mr. Uchytil said the Committee heard a presentation on the electric boat charging station.
Duff Mitchell came and spoke on the electrification of the new cruise ship berths project. He intends to go to the City Manager for a request of $250,00 for design to electrify the berths using Marine Passenger Fees.
The Harbormaster discussed the Code of Conduct for Harbor Patrons.

2. Harbor Fee Review Committee Meeting – November 13th, 2014

Mr. Janes said a proposition was decided for the passenger for hire fees. He said he is unsure when this will move forward to the Finance Committee and the Regular Board.

3. Finance Committee Meeting – November 18th, 2014

Mr. Donek said everything on the Finance agenda was discussed here tonight.

4. Port Fee Review Committee Meeting – November 18th, 2014

Mr. Busch said the Committee is bringing forward draft regulatory change to the next Finance Committee Meeting on December 9th and then to the Board Meeting on December 11th.

5. Member Reports –

Mr. Peterson said as Docks & Harbors Lands Liaison, he will not be able to attend the December 8th Lands Committee meeting.
Mr. Donek said he would attend the Lands Committee meeting.
Mr. Janes and Mr. Donek volunteered to attend the Planning Commission meeting for the ABLF conditional use permit process.
Mr. Logan said if he is in town he will also be at the Planning Commission meeting when the conditional use permit is presented.

XI. Port Engineers Report –

Mr. Gillette said the Corps of Engineers have entered into a contract to complete a monitoring plan for the dredge spoils that will be deposited in the Gastineau Channel from Douglas Harbor. Staff is hopeful this will be able to be submitted by the 1st of the year. He said Mr. Uchytil has submitted letters to federal Legislators in Washington DC to support getting Douglas Harbor

dredging on the list for funding. Congress will then have to approve the list and if this is approved, the Corps will pay for the dredging to -14. After the dredging, Docks & Harbors would have to demolish the existing floats and install all new floats, which we currently have funding for. Staff will know late March if we will receive the funding.

Mr. Logan asked if this will represent a problem with the grant monies obtained from the State?

Mr. Gillette said at this time, Docks & Harbors has not received any letters from the State, but we are prepared to respond and ask for more time.
Aurora Harbor is under way. The water line on the north end of the Harbor will be transferred back to the main line in the next day or two. Admiralty Construction has been working on the south end of the Harbor to get the embankment stabilized. The bid for Statter Harbor has not been awarded yet, we are still waiting final paperwork from Miller Construction.

XII. Harbormaster's Report –
Mr. Borg reported;

- Winterization for all the Harbors has been completed.
- An onsite power evaluation at Statter Harbor was completed for the boat charging station. There will be more information to come for that project.
- Two boats will be demolished by Trucano Construction after a failed auction.
- He has received positive comments about the replacement in kind of Douglas Harbor.

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

- The request for Marine Passenger Fees is due. Staff has a standard list, but we will be adding the $45,000 for landscaping.
- He is having a meet and greet with coffee and donuts tomorrow at the Yacht Club from 7:30 to 9:00. This is an opportunity for Harbor Patrons that don't want to come to a formal meeting come and talk.
- A new button called "Hot Topics" has been added to the web site. You can sign up using the RSS feed and receive an e-mail automatically.
- The wayside park float by DIPAC grounds at low tide. Based on the estimate from Aurora Harbor, staff is anticipating about $340,000 just to dredge the wayside park float. He has been reaching out to other interested parties, to see if they would be able to help with this expense.

XIV. Assembly Liaison Report - None

XV. Board Administrative Matters

Mr. Logan said there is the Auke Bay Steering Committee meeting on December 3rd.

Mr. Uchytil said he will attend that meeting.

a. Operations/Planning Committee Meeting – Next meeting is December 4th, 2014 in the Assembly Chambers at 5:00 p.m.
   Harbor Fee Review – Cancelled.
b. Finance Committee Meeting – Next meeting is December 9th, 2014 in CBJ Room 224 at 5:00 p.m.
   Port Fee Review – Mr. Busch recommended to cancel this meeting because the draft regulations will be sent to the Finance Committee and the Regular Board.
c. Board Meeting – Next meeting is December 11th, 2014 in the Assembly Chambers at 5:30 p.m.

Mr. Uchytil said Docks & Harbor Christmas Party is December 13th at 6:30 pm.

XVI. Adjournment - The regular Board Meeting adjourned at 6:56 p.m.

Alaska Department of Fish and Game
Division of Administrative Services
P.O. Box 115526
Juneau, AK 99811-5526

Cooperative Agreement Number 15-049
Title: Amalga Harbor Fish Cleaning Float

Between:
Alaska Department of Fish and Game
Division of Sport Fish

and
City and Borough of Juneau

I. AUTHORITY:

This agreement is entered into by and between the Alaska Department of Fish and Game, Division of Sport Fish (hereinafter referred to as the "ADF&G" or the "Department") and the City and Borough of Juneau (hereinafter referred to as the "CITY").

ADF&G enters into this agreement under authority AS16.05.050 (12), AS36.30.850(c), and AS36.30.850(d) and one or more of the following Federal Aid in Sport Fish Restoration programs: Recreational Boating Access (CFDA # 15-605), Boating Infrastructure Grants (CFDA # 15-622) and Clean Vessel Act (CFDA # 15-616).

II. PURPOSE OF THE AGREEMENT:

To determine the most appropriate and feasible floating fish cleaning station that would service boaters at Amalga Harbor, and construct the station if feasible. Traffic flow and boat/vehicle congestion in the area of the load and launch ramps may also be reviewed to determine if there are any other feasible solutions that may help. This agreement covers the feasibility study, preliminary design and permitting, if applicable (Phase I) of the Amalga Harbor Fish Cleaning Float project. This agreement will be amended to add funds in order to complete Phase II, construction if a feasible solution is vetted through the Phase I process.

III. TERM OF THE AGREEMENT:

The term of this agreement shall begin from date of final signature by ADF&G, and ends December 31, 2035.

IV. COVENANTS OF THE ALASKA DEPARTMENT OF FISH AND GAME:

a. To reimburse the CITY for accomplishing the purpose of this agreement. This project will be split into two phases: Phase I will consist of planning activities (feasibility design and permitting) and Phase II will consist of construction-related activities. Initial funding in an amount not to exceed $50,000.00 will be reimbursable to the CITY for Phase I activities. Once Phase I is complete and a feasible design is determined, this cooperative agreement may be amended to add additional funding to address Phase II of the project. The source of funding shall consist of 75% from the Federal Aid in Sport Fish Restoration Act (Dingell-Johnson/Wallop-Breaux) and 25% State matching funds. Availability of these funds shall be subject to approval of the project by the Federal Aid Office of the U.S. Fish and Wildlife Service (USF&WS). The source of funding for Phase II will be determined at a later date.

b. To authorize the CITY to manage and maintain the Amalga Boat Fish Cleaning Float as a CITY facility.

c. To perform a final inspection of the completed project to verify compliance with this agreement.

V. COVENANTS OF THE CITY AND BOROUGH OF JUNEAU:

a. To dedicate to this project, CITY owned uplands and tidelands known as Amalga Harbor. The parcels shall be used exclusively for the fish cleaning float and other improvements incidental to this project.

The CITY warrants that it has the right, power, and authority to construct and maintain the improvements on the parcel and that there are no restrictions, covenants, easements, rights-of-way, or uses which would prevent the CITY from constructing and maintaining the improvements on the parcel.

b. To complete the feasibility design of the fish cleaning float funded by this agreement prior to December 31, 2015. In the event the funding provided by ADF&G is not sufficient to cover all costs incurred by the CITY in completing this project, the CITY shall provide all additional funding that may be needed.

c. To manage and maintain the fish cleaning float for public use until December 31, 2035. The fish cleaning float will be managed primarily for the benefit of the recreational boating and sport fishing public. No change in this use will be made without prior written approval of ADF&G.

Management activities and maintenance services shall ensure orderly public use and keep the facility clean and in a good state of repair. Management and maintenance may be adjusted seasonally commensurate with seasonal public use.

ADF&G will consider the facility closed to the public if the CITY physically denies access, fails to provide adequate management or maintenance or allows incompatible uses of the facility that effectively limits public use by recreational boaters and sport anglers.

d. To obtain and comply with all federal, state and local permits required for construction and maintenance of the project.

e. To install a sign approved by ADF&G identifying the participation of ADF&G, the Federal Aid in Sport Fish Restoration program, and sport anglers in facility development.

f. To be responsible, for a period of one year from the date of ADF&G's final inspection, for correcting all defects in the design or construction when the defect is brought to the attention of the CITY, without additional cost to ADF&G. The CITY will make good and be fully responsible for all damages to persons and property that arise from equipment or workmanship which is inferior, defective, or not in accordance with the terms of this agreement.

g. To maintain adequate insurance in conjunction with the design, construction and maintenance of the improvements.

h. To perform all aspects of the project in compliance with appropriate laws and regulations which include but are not limited to the following:

1) Local Building Codes- The CITY shall comply with applicable local buildings codes and shall obtain a building permit if required (AS 35.10.025).

2) Historic Preservation- The CITY shall comply with AS 41.35.070 to preserve historic, prehistoric and archeological resources threatened by public construction.

3) Public Contracts- The CITY shall comply with AS 36.05 in determining the wages and hours of labor on public contracts.

4) Political Activity- Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

5) Civil Rights- Pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 and Title IX of the Education Amendments of 1972, no person shall, on the grounds of race, color, national origin, age, sex or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded in whole or in part by federal funds.

6) Allowable costs/Cost principles-OMB Circular No. A-87, "Cost Principles of State and Local Governments" establishes principles and standards for determining costs applicable to grants, contracts, and other agreements with state and local governments. A cost is allowable for federal reimbursement only to the extent of benefits received by federal programs, and costs must meet the basic guidelines for allowability, reasonableness, and allocability.

7) Drug-free Workplace Act- The CITY, by signing this agreement, certifies that they will provide a drug-free workplace.

8) Debarment/Suspension- The CITY, by signing this agreement, certifies that neither it nor its principals, or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from federal financial assistance programs or activities. Where the CITY is unable to certify to any of the statements in this certification, the CITY shall attach an explanation to this agreement.

9) Audits- The CITY acknowledges that 100% of the ADF&G funding for Phase I activities of this agreement is from the Federal Aid office of the U.S. Fish and Wildlife Service under CFDA 15.605. The City acknowledges that receipt of federal funds may create audit requirements under OMB Circular A-133. The CITY acknowledges that the State of Alaska single audit provisions of 2 AAC 45.010 may also apply.

10) Workers Compensation Insurance- The CITY shall provide and maintain, for all employees engaged in work under this agreement, coverage as required by AS 23.30.045, and, where applicable, any other statutory obligations including but not limited to Federal U.S.L.&H. and Jones Act requirements. The policy must waive subrogation against the State.

11) Open Competition - The CITY shall comply with Executive Order 13202 dated February 17, 2001 prohibiting any requirements or bidding preferences based contractor affiliation with labor organizations.

i. If the CITY handles hazardous materials on the site, the CITY agrees to employ adequate procedures for safely storing, dispensing, and otherwise handling hazardous materials in accordance with applicable federal, state, and local laws. Hazardous materials include but are not limited to fuels and lubricants commonly used in vehicles and boats.

1) In the event of a hazardous materials spill by the CITY or the public using the site, the CITY shall act promptly, at its own expense, to contain the spill, repair any damage, absorb and clean up the spill area, and restore the site to a condition satisfactory to the ADF&G and in accordance with applicable federal, state, and local laws. The CITY shall be the lead agency in requesting additional funds from the legislature to cover the cost of spill clean-up. ADF&G shall support such requests.

2) If contamination of the site occurs as a result of the CITY's management of the site, the CITY shall indemnify, defend, and hold harmless the ADF&G from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses.

VI. GENERAL PROVISIONS

1. ADF&G and the CITY shall cooperate in accomplishing the improvements to be provided under this agreement. ADF&G shall provide design criteria for the improvements. The CITY shall be the lead agency in accomplishing all work necessary to make the improvements. The CITY may employ design consultants and construction contractors as may be appropriate. The CITY shall follow the State of Alaska Contracting Guidelines when hiring a design consultant and have an ADF&G representative participate in the selection process of that consultant. Cost shall not be a criteria for selecting a design consultant. The project shall be designed by a professional engineer registered in the State of Alaska unless exempt under AS 08.48.331.

2. The CITY shall perform the following task in accomplishing this project:

PHASE I

a.) Project Feasibility Study: Determine what type of floating fish cleaning station if any, is the most appropriate and feasible.

b.) Preliminary design and permitting: A preliminary design shall be developed in sufficient detail to allow the CITY to develop a project budget, obtain all required permits and dedicate the land as specified in paragraph V.a. above. Any funds not used for this task shall be available for construction.

PHASE II:

a) Final Design: The City shall not proceed with final design until notified in writing by ADF&G that the USF&WS has approved the project. In the event USF&WS approval is not obtained by ADF&G, this agreement shall be terminated and ADF&G shall reimburse the City for its work on this task. The maximum reimbursement allowed for this task shall be the amount stated in paragraph IV.a. above. Any funds not used for this task shall be available for construction.

b) Bidding and construction: The CITY shall obtain ADF&G's written approval of the final design and cost estimate before starting work with its own personnel or advertising for contractor bids. During the bidding process, the CITY shall send to ADF&G a copy of the bid package and all addenda that may be issued.

The CITY shall provide ADF&G a copy of the proposed construction schedule. The CITY shall also promptly notify ADF&G of all changes made to the schedule or the design. At the completion of the construction work, the CITY shall provide ADF&G a copy of the as-built plans. Reimbursement for construction work shall be contingent on ADF&G approval of work actually performed.

ADF&G review of designs, plans, specifications or other project-related documents will be to ensure conformance to the purpose of this agreement and shall not constitute engineering review nor relieve the CITY from responsibility to prepare an adequate design, meet code compliance, or assure that cost principles are applied to change orders.

3. The CITY may charge user fees in accordance with City and Borough of Juneau Administrative Code, Title 05: Docks and Harbors, Chapter 20:Small Boat Harbor Fees and Charges, in effect on the effective date of this agreement. All future changes to the fee schedule shall be reviewed and approved by ADF&G. Fees shall be subject to the following criteria:

   a. Fees for recreational boating and sport fishing use shall not exceed fees for other uses.

   b. Fees shall not be imposed to recover the capital cost of the improvements covered by this agreement.

   c. Fees shall not exceed the cost of operation, maintenance and improvement of the site.

   d. Site specific fees that exceed the cost of operation, maintenance and improvement are program income. An area-wide fee, such as an annual launch permit, that allows the use of any CITY launch ramp usually is not considered program income. Fees collected and determined to be program income must be credited back to the Federal Aid in Sport Fish Restoration program through ADF&G. The basic policies for the treatment of program income by the USF&WS contained in 43 CFR Part 12 and OMB Circular A-102 apply to this agreement.

   e. The CITY may establish a capital improvement account to fund specified major improvements to the site. Establishment of such an account shall be reviewed and approved by ADF&G. The CITY shall specify the improvement proposed, the estimated cost, and completion date when requesting approval. Fees accumulated in a capital improvement account will not be considered program income if they are used for the approved improvement.

   f. If required by future changes to federal regulations or at the request of ADF&G, the CITY shall provide ADF&G an accounting of fees collected and costs of operation, maintenance, and improvements. This accounting shall be on an annual basis and in sufficient detail to satisfy state and federal regulations.

   g. Trailer-able boats owned and operated by the ADF&G and the Department of Public Safety shall be allowed to use the facility at no cost in the course of carrying out their official duties to the extent such use does not interfere with public use of the facility.

4. The effective date of this agreement shall be from the date of final signature by ADF&G.

5. The design life of the facility is 20 years; therefore, this agreement shall remain in effect until December 31, 2035.

6. Either agency may terminate its involvement in this agreement by written notice to the other at least 90 days in advance of the date on which termination is to become effective. In the event that an agency terminates its involvement in this agreement, defaults in its duties under this agreement or this agreement expires, disposition of the sport fishing access improvements shall be accomplished by whichever of the following contingencies is appropriate:

   a. Agreement expires on December 31, 2035:

      ADF&G shall have the option to negotiate an extension of this agreement with the CITY for the continued use of the facility for public sport fishing access. ADF&G shall have 90 days after the expiration of this agreement in which to notify the CITY of its intent to exercise this option. If ADF&G does not exercise this option, all improvements shall become the property of the CITY.

   b. ADF&G terminates its involvement:

      If prior to December 31, 2035, ADF&G finds that there is no longer a need for the sport fishing access improvements covered by this agreement, then this agreement shall be terminated. Improvements funded by ADF&G shall become the property of the CITY at no additional cost to the CITY.

   c. The CITY terminates its involvement:

      If prior to December 31, 2035, the CITY closes the facility to the public, does not comply with the requirements of this agreement or terminates its involvement in the purpose of this agreement, this agreement shall be terminated and the CITY shall reimburse ADF&G for:

      1) the total funding it provided at the rate of 5 percent for each full year between the date of termination and December 31, 2035.

      2) the appraised fair market value, on the date of the City's default, of any land acquired for the project with ADF&G funds.

         This agreement shall be terminated when the City's reimbursement to ADF&G is completed. The CITY shall not be required to reimburse ADF&G in the event the facility must be closed to protect public safety because of casualty damage arising from a catastrophic occurrence.

7. The CITY may make improvements to the fish cleaning float at its own expense provided the improvements are compatible with the purpose of this agreement and are approved in writing by ADF&G prior to construction.

8. Funding for major maintenance or repair of casualty damage will be negotiated on a case-by-case basis. Each agency's share of such funding shall be contingent on availability of funds.

9. The rights and responsibilities vested in each agency by this agreement shall not be assigned without the written consent of the other agency.

10. Agents and employees of each agency shall act in an independent capacity and not as officers, employees, or agents of the other agency in performance of this agreement.

11. Nothing in this agreement shall obligate either agency to the expenditure of funds or future payments of money in excess of those herein agreed upon or authorized by law.

12. Nothing in this agreement transfers title or land jurisdiction other than set forth herein.

13. The CITY shall indemnify, hold harmless and defend ADF&G from and against any claim of, or liability for error, omission or negligent act of the CITY under this agreement. The CITY shall not be required to indemnify ADF&G for a claim of, or liability for, the independent negligence of ADF&G. If there is a claim of, or liability for, the joint negligent error or omission of the CITY and the independent negligence of ADF&G, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "CITY" and "ADF&G" as used within this paragraph, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in ADF&G's selection, administration, monitoring or controlling of the CITY and in approving or accepting the CITY's work.

14. Both parties agree to comply with all applicable federal and state laws regulating ethical conduct of public officers and employees.

15. Each agency will comply with all applicable laws, regulations, and executive orders relative to Equal Employment Opportunity.

16. Nothing herein is intended to conflict with federal, state, or local laws or regulations. If there are conflicts, this agreement will be amended at the first opportunity to bring it into conformance with conflicting laws or regulations.

17. This agreement may be revised as necessary by mutual consent of both parties, by the issuance of a written amendment, signed and dated by both parties.

18. All approvals and notices required by this agreement shall be written and shall be sent by registered or certified mail to:

Director	Port Director
Division of Sport Fish	City and Borough of Juneau
Alaska Dept. of Fish & Game	155 South Seward Street
P.O. Box 115526	Juneau, Alaska 99801
Juneau, Alaska 99811-5526	

19. This agreement is complete and has no other encumbrances, addenda, attachments, or amendments with the following exceptions: Attachment A –Amalga Harbor Map.

VII. FINANCIAL CONSIDERATIONS

ADF&G will reimburse the CITY for accomplishing the purpose of this agreement in an amount not to exceed $50,000.00.

The CITY will be reimbursed only for the cost of work actually completed which is directly related and allocable to the project and which ADF&G has approved. The CITY will not be reimbursed for administrative work or overhead it incurred while completing the project. Reimbursement will be made within 30 days of receipt and approval, by ADF&G, of a request for reimbursement from the CITY. All requests for reimbursement shall be adequately documented. Documentation may include copies of materials invoices, payroll ledgers, equipment logs, contract payments, etc. In the event of a late payment, ADF&G will not pay late fees. Requests for reimbursement shall be mailed no more frequently than once a month to Mike Wood at:

State of Alaska
Department of Fish and Game
Sport Fish Division
2030 Sealevel Dr. Suite 205
Ketchikan, Alaska 99901

The CITY shall maintain a separate set of accounting records for this project and shall retain these records for a period of three years from the termination of the agreement. These records shall be made available to the state for audit purposes.

With the exception of the final payment, requests for reimbursement shall be in amounts not less than $5,000. If the CITY chooses to make monthly billings, such billings will be held by ADF&G until the total amount reaches at least $5,000.

VIII. APPROVING SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Cooperative Agreement to be executed as of the date of last signature below.

CITY AND BOROUGH OF JUNEAU

Carl J Uchytil
Port Director

7 NOVEMBER 2014
Date

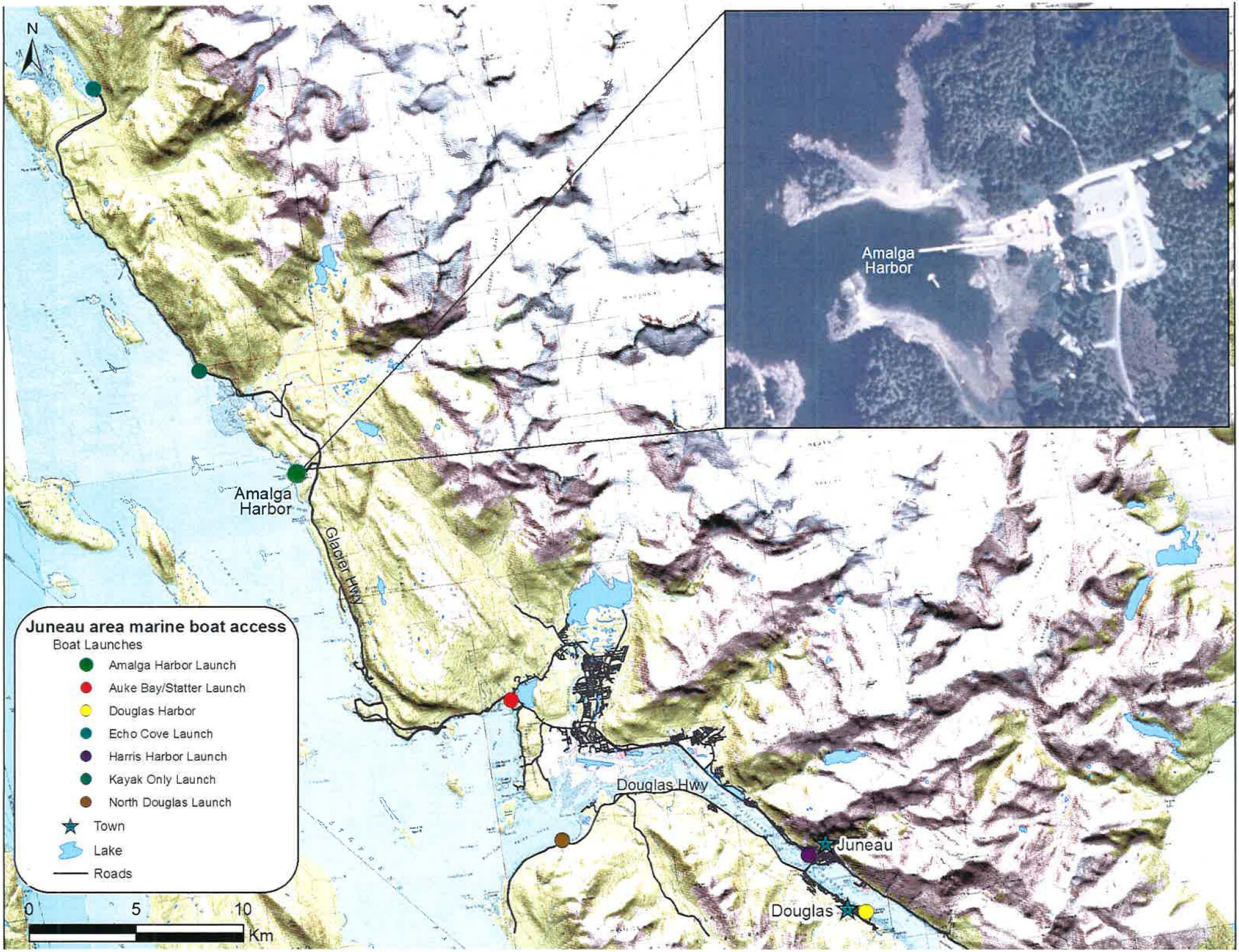
ALASKA DEPARTMENT OF FISH AND GAME

for Charles Swanton, Director
Division of Sport Fish

11/13/14
Date

Sunny Haight, Director
Division of Administrative Services

11/21/14
Date


N
Amalga Harbor
Glacier Hwy
Douglas Hwy
Juneau
Douglas
Juneau area marine boat access
Boat Launches
Amalga Harbor Launch
Auke Bay/Statter Launch
Douglas Harbor
Echo Cove Launch
Harris Harbor Launch
Kayak Only Launch
North Douglas Launch
Town
Lake
Roads
0
5
10
Km

Port of Juneau

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

From: Carl Uchytil, Port Director
To: Docks & Harbors Finance Committee
Copy: CBJ Law
Date: December 11th, 2014
Re: VENDOR BOOTH – FEE REVIEW

1. At the November 18th Docks Fee Review meeting, the Committee considered input from four representatives of vendor booth businesses and Docks & Harbors staff. The Committee was presented with various options for review and debate (enclosure 1). The model receiving consensus was one in which provided for multi-year permits (i.e. 3 years and renewable) at a fixed fee. The Committee was also steadfast in their vision to ensure new entries would be afforded the chance to compete for the business opportunity as a vendor booth operator, using an outcry auction with a minimum starting bid of $30,000. Based on the two-year median value of vendor booths, the Committee suggested $42,000 as an initial fixed fee. Both values would be subjected to the Anchorage CPI adjustment annually.
2. Representatives of the vendor booth businesses also requested an ownership provision allowing for the transfer of a permit if the vendor sells their business - provided the person/business purchasing the business with permit is not a current permit holder (violating one permit per owner). Upon review of the existing regulations, it appears this is allowed under 05 CBJAC 10.030(c)(1).
3. The following calendar year schedule is proposed for implementation through regulation change and execution by the Port Director:

2015

- Existing permits with terms of 2015 or longer carry forward at rate set by their respective outcry auction bid. This would apply to Last Chance Tours, Liquid AK, M&M Tours and Gold Tours.
- CY2014 Booth Vendors have the option to renew a 2 year permit at $42,000 (subject to an annual CPI adjustment). This would apply to Woo Hoo Tours, Whale Tales, Experience Juneau, Capital City Sightseeing and Mendenhall Taxi. These permits become 3 year renewable permits in 2017.
- Any vendor choosing not to renew or any vendor without a current permit can participate in an outcry action for 1 year permits with a minimum bid of $30,000.
- The total number of permits cannot exceed 10.

2016

- Existing permits with terms of 2016 carry forward at rate set by their respective outcry auction bid. This applies to Gold Tours and M & M Tours.
- Any existing vendor can renew a 1 year permit at $42,000 (2015 base rate + annual CPI adjustments). These permits become 3 year renewable permits in 2017.
- Any vendor choosing not to renew or any vendor without a current permit can participate in an outcry action for 1 year permits with a minimum bid of $30,000 (2015 base rate + CPI adjustment).
- The total number of permits cannot exceed 10.

2017

- Existing renewable permits and existing vendors on a multi-year permit (Gold Tours and M & M Tours) may purchase 3 year renewable permits at $42,000 (2015 base rate + annual CPI adjustments).
- Available 3 year permits, not renewed in 2015, 2016 or 2017, may be offered to any interested party at the same rate as 2017 3 year rate and renewable. If there are more interested parties then permits, a lottery will be used. The same number of permits available (not to exceed 9 total of 3 year renewable permits) may be offered.
- Any vendor choosing not to renew or any vendor without a current permit can participate in an outcry action for 1 year permits with a minimum bid of $30,000 (2015 base rate + CPI adjustments).
- The total number of permits cannot exceed 10.

2018 & 2019

- Any of the available 3 year permits, not renewed, may be offered to any interested party at the same rate as the 2017 three-year renewable rate. If there are more interested parties then permits a lottery system will be used. The same number of permits available (not to exceed 9 total of 3 year renewable permits) may be offered.
- Any vendor choosing not to renew or any vendor without a current permit can participate in an outcry action for 1 year permits with a minimum bid of $30,000 (2015 base rate + CPI adjustments).
- The total number of permits cannot exceed 10.

2020 and thereafter

- Any of the available 3 year permits, not renewed, may be offered to any interested party at the same rate as the 2017 three-year renewable rate. If there are more interested parties then permits a lottery system will be used. The same number of permits (not to exceed 9 total of 3 year renewable permits) may be offered.
- Any vendor choosing not to renew or any vendor without a current permit can participate in an outcry action for 1 year permits with a minimum bid of $30,000 (2015 base rate + CPI adjustments).
- The Port director may, after consultation with the Docks and Harbor Board, offer an additional 3 year renewable permit if no 3 year permit has been available during the previous 2 years.
- The total number of permits cannot exceed 11.

4. Other criteria:
    - All multiyear permits are required to be paid in full by February 15th of the year the permit is active. Failure to satisfy in full the required permit fee by February 15th of the calendar year the permit is active for will terminate the permit and the permit for its remaining term will be available to any interested party. In the event there are more interested parties then available permits the Port Director may, at his or her discretion, make available that permit by lottery for the equal amount of 3 year permits for that calendar year or make available by outcry auction for a minimum amount of the existing 3 year permit for that calendar year.
    - The Consumer Price Index (CPI) shall be adjusted to the Anchorage Consumer Price Index (CPI) as reported by the Alaska Department of Labor for the calendar year preceding the year the permit is active for, unless the Docks and Harbors Board takes action to keep the fee the same as the previous year. The Board will make any adjustments for the following fiscal year of permits by June 1 of the previous fiscal year.

#

Encl (1) Waterfront Sales Permit – Fee Structure Options – November 18th, 2014
(2) 05 CBJAC Chapter 10 – Waterfront Sales Permits with proposed changes
(3) Draft Waterfront Sales Permit Matrix

Waterfront Sales Permits – Fee Structure Options

Calendar Year 2015

Last Chance Tours (expires 10/15)	$40,000
Liquid Alaska (expires 10/15)	$41,000
Gold Tours (expires 10/16)	$42,000
M & M Tours (expires 10/16)	$8000
Up to an addition 7 booths available	
Average of all Booth Fees (CY13 & CY14)	$37,500

Option #1 (limited entry w/increased firm fixed fee)

- Each Vendor pays firm fixed permit fee of $37,500
- Up to seven booths available in CY15
- Only one booth per company
- CPI adjusted

Option #1A (outcry w/increased minimum)

- Raise minimum bid amount from $5K to $37,500
- Continue with outcry auction
- Up to seven booths in CY15
- Only one booth per company
- CPI adjusted

Option #2 (unlimited entry)

- Each vendor booth pays $37,500
- In the event of more than 11 vendors, then booths are distributed through each of the three banks (i.e. up to 33 individual points of sale)
- Multiple booths authorized
- CPI adjusted

Option #3 (opportunity for 3-year permits every year)

In CY15

- Four multi-year permits remaining in CY15 (Last Chance, Liquid AK, M&M and Gold Tours)
- Outcry five, 3-year permits (must have previously held booth permit)
- Outcry two, 1-year permits for new entry (must never have held booth permit)

In 2016

- Two multi-year permits remaining in CY16 (M&M and Gold Tours)
- Outcry two, 3- year permits in CY16
- Outcry two, 1-year permits for new entry (must never have held booth permit)

In 2017

- Outcry two, 3- year permits
- Outcry two, 1-year permits for new entry (must never have held booth permit)

Option #3A

- Any variation of #3 with firm fixed permit fees.

Option #4 (3-year outcry cycle starting in 2018; annual outcry for new entry)

In CY15

- Four multi-year permits remaining in CY15 (Last Chance, Liquid AK, M&M and Gold Tours)
- Outcry five, 3-year permits (must have previously held booth permit)
- Outcry two, 1-year permits for new entry (must never have held booth permit)

In 2016

- Two multi-year permits remaining in CY16 (M&M and Gold Tours)
- Outcry two, 2-year permits
- Outcry two, 1-year permits for new entry (must never have held booth permit)

In 2017

- Outcry two, 1-year permits
- Outcry two, 1-year permits for new entry (must never have held booth permit)

In 2018

- Outcry nine, 3-year permits
- Outcry two, 1-year permits for new entry (must never have held booth permit)

Option #5 (Industry Proposal: 3-year cycle commencing in 2015 - continuation from CY14; lottery for new entry)

- Four multi-year permits remaining in CY15 (Last Chance, Liquid AK, M&M and Gold Tours)
- Five companies from CY14 are extended three years (Woo Hoo = $50K; Whale Tales = $45K; Experience Juneau = $25K; Capital City Sightseeing = $24K; Mendenhall Taxi = $23K) Average = $33.6K
- 10th Permit is offered on lottery basis each year.
- All permits sync-up in 2018 for 3-year permit cycle.
- Fee structure TBD.

#

05 CBJAC 10.010 - Policy.

These regulations are intended to implement the following policies:

(a) To provide desirable commercial services to cruise ship passengers.

(b) To provide for orderly administration by the department of appropriate vending in the downtown waterfront area.

(c) To ensure that vending uses shall remain incidental to the principle uses of the downtown waterfront area. The principle uses are pedestrian, vehicular, and recreational access to the docks and waterfront. The director may order the suspension of vending activities as necessary to avoid conflict with the principle uses.

(d) To collect revenues in support of management of and improvements to City and Borough harbor and waterfront facilities.

(e) To assure fair treatment of persons wishing to sell tours in the downtown waterfront area.

(f) Establish a system of tour sales and tour brokerage permits in order to effectuate the purposes listed above. The administration of such system shall be for the benefit of the general public, and the grant or denial of a permit, or any act or omission by the city with respect to such permit is not intended to regulate the private business relationships or to protect the business interests of one party against the other. It shall be the individual responsibility of the permit holders and their clients to enforce their rights and liabilities through civil actions or such other private relief as may be available.

(g) To provide reasonable opportunity for entrepreneurs to enter the business market.

(01/19/98)

- **05 CBJAC 10.020 - Prohibitions. (No change)**

(a) A person shall not conduct any commercial activity within the downtown waterfront area except as authorized by a permit issued under this chapter by the director. Except as authorized by a permit, a person shall not within the downtown waterfront area:

(1) Sell or offer to sell goods or services,

(2) Construct, maintain, or use any structure, or

(3) Use any loading zone.

(b) Solicitation, advertisement, sales, use of loading zones or any other commercial activities without a permit issued pursuant to this chapter is a violation of CBJ 85.25.090 (11).

(c) A person delinquent in the payment of fines, taxes, judgments or other monies owed to the city may not receive a permit.

(d) No permit may be issued or reissued to any person whose prior permit hereunder was revoked.

(01/19/98)

- **05 CBJAC 10.030 - Permit duration, reissuance options, transferability, refunds, actively sell requirement, eligibility, number of permits available.**

Permits may be issued by the director. Permits are valid only for the dates, times, areas, and activity specified.

(a) *Duration.*

(1) Tour sales, tour broker, and loading permits shall be valid only from May 1 through October 15 of each permit year.

(2) No permit may be issued for a period in excess of one calendar year.

(b) *Reissuance.* Permits may be reissued only as authorized by these regulations. A reissued permit shall be subject to the regulations in effect for the year in which the permit is used. Permittees and option holders assume the risk that changes in regulations could affect their business through reduced revenues, increased costs, or both; that the number, location and rules for permits may be changed from year to year without liability to the city, compensation to permittees or option holders, and that municipal regulation hereunder shall be immune from liability pursuant to AS 09.65.070 and other applicable law.

(1) Reissuance options.

(A) A reissuance option entitles the holder to apply for and receive a permit for the tour season designated in the option, provided that the holder meets all the requirements for permit applicants and holders in the year the reissued permit will be operated.

(B) The fee for any permit issued pursuant to a reissuance option shall be the same as the fee paid for the original permit.

(C) The holder of a reissuance option shall notify the director of its intention to seek reissuance. Written notice must be received by the director no later than December 1 preceding the year in which the reissued permit will be operated. If the notice is not so received, if application is not made, or if for any other reason the permit is not reissued, the director may consider the permit, including any remaining reissuance periods, as forfeit and either available for issuance to others or withdrawn from any issuance.

(D) Reserved.

(E) These regulations apply to any permits and reissuance options authorized by 05 CBJAC 10.010—10.090.

(c) *Transferability.*

(1) A permit, other than a limited loading permit, may be transferred, together with any reissuance options, provided that such transfer includes the transferor's entire business interest in activities conducted under the permit. The transferor's business interest includes all assets used in the business conducted under the permit.

(2) No permit may be leased or rented, nor may the permittee allow the permit to be used by any person who is not an employee of the permittee.

(3) A transferred permit is not valid until it has been approved and reissued by the director.

(d) *Refunds.* No permit fees shall be refunded after the issuance of a permit.

(e) *Reserved.*

(f) *Permit eligibility and requirements.*

(1) To be eligible to bid on a tour sales or tour broker permit, the permit applicant must:

(A) Hold a current Alaska business license, and

(B) Maintain a place of business under the name on the Alaska business license within the boundaries of the city and borough.

(2) Any person holding a permit must maintain a year round place of business and mailing address in the City and Borough of Juneau, Alaska, and must designate a single individual by physical address, mailing address and phone number in Juneau upon whom service of notices and legal proceedings may be made. Service of any notice concerning the permit to that person shall be legal and sufficient notice to any of the holders, owners or any other with an interest in the permit. The director must be notified in writing no less than ten days before there is a change in the name, address or phone number of the designated person for a permit. Failure to timely notify the director shall be considered a violation of the permit conditions.

(3) No person**, individual, business or corporation** shall have an ownership interest in more than one tour sales or tour broker permit, meaning the person shall not pay for the operation of another permit holder's sales booth, direct or manage the activities of another permit holder's sales booth, or in any way financially contribute to the purchase of more than one permit. A permit holder who operates tours may have its tours sold by another permit holder, provided the permit holder operating the tour does not direct the activities of the other permit holder's sales booth or obtain any financial benefit from the other permit holder's sales booth other than that provided by the sale of the tour. **Violations will result in permit revocation per 05 CBJ 10.080(e).**

(4) Tour sales permit holders and tour broker permit holders must actively sell during the tour season. "Actively sell" means that the permit holder either derives a significant portion of its income from sales made through a tour sales or broker's permit, or that the permit holder is making substantial use of the permit.

(5) Denial of Fix Fee permit applications will be at the discretion of Docks & Harbors for violations of these regulations, fraud, gross negligence or misrepresentation of the applicant. A hearing appeal of the denial will be conducted in accordance with 05 CBJAC 10.080(c).

(g) *Number of permits available.* The director shall publicly announce the number, type and schedule for application for permits.

(01/19/98; Amended 5-2-2000, eff. 5-16-2000; Amended 6-28-2010, eff. 7-16-2010; Amended 2-7-2011, eff. 2-15-2011)

- **05 CBJAC 10.040 - Tour sales permits.**

A tour sales permit authorizes the solicitation and sale of tours and experiences.

(a) *Application process and permit award.*

(1) *How to apply.* No later than December 1, of each year, the port director will publicly announce an application period for tour sales permits. The notice will include a description of how to apply for a permit, the number and type of permits available, and the process that will be used to award the permits. Persons must apply on an application form provided by the port director and must include all required information and attachments.

(2) *Application review.* The port director will review each application to determine if it is complete. The port director will reject incomplete applications. The port director will review complete applications to determine if the applicant meets the permit eligibility requirements set out in 05 CBJAC 10.030(f).

(3) *How the permits are awarded.* The port director will **manage and** award the permits ~~by~~ **through** public outcry auction **and fixed fee permits subject to CPI adjustments**. **In CY2015,** ~~T~~the minimum bid for **an outcry permit** is ~~$5,000.00~~ **$30,000 and the fixed fee permit is $42,000**. Applicants meeting the permit eligibility requirements set out in 05 CBJAC 10.030(f) will be allowed to bid on a permit provided the applicant posts a ~~$5,000.00~~ **$30,000** bid bond payable to CBJ. The applicant must agree to forfeit the bid bond in the event the applicant does not honor a winning bid on a permit.

(4) *Permit by Lottery*. The port director is not limited to the issuance of permits as described in 05 CBJAC 10.040 (a)(3) and may employ assignment of permits by lottery when demand exceeds supply, with the prior approval of the Docks & Harbors board.

(5) Payment. Applicants for fixed fee permits shall pay in full by February 15th of the year the permit is active. Failure to meet this requirement will forfeit the remaining issuance of the permit, if applicable.

(6) ***Consumer Price Index (CPI) Adjustment.*** **Fixed Fee Permits and minimum bid amounts shall be subject to CPI adjustment commencing in CY2015. The Consumer Price Index (CPI) shall be adjusted to the Anchorage Consumer Price Index as reported by the Alaska Department of Labor for the calendar year preceding the year the permit is active for, unless the Docks and Harbors Board takes action to keep the fee the same as the previous year.**

(b) *Permit requirements.* The port director may issue permits and require permit holders to comply with stipulations as necessary to assure compliance with applicable requirements of this chapter and the Maritime Transportation Security Act of 2002. Permit holders shall also comply with the prohibitions set out in 05 CBJAC 10.020, the tour sales area rules set out in 05 CBJAC 10.040(c), and the general operating requirements set out in 05 CBJAC 10.070

(c) *Tour sales area rules.*

(1) A permit holder shall only sell tours in a booth provided by the port director. The port director will provide booths at the Steamship Wharf Plaza, the Visitor's Center Lot, and the Columbia Lot sales areas. The port director reserves the right to relocate or close booths as required for public safety, security, or other good cause. The booths at each sales area will be assigned by lot. In order to assure equitable exposure for each permit holder, the port director will cause the permit holders to shift one booth on each day of operation. A permit holder shall only occupy the booth assigned by the port director.

(2) A permit holder shall not have more than one representative selling tours at a booth, except when training new employees and then for no longer than is necessary to adequately train the employee. A permit holder shall make its best effort to maintain a presence at its booths during all hours when cruise ship passengers are likely to purchase tours in a sales area. The permit holder shall provide the port director with a list of all individuals that will sell tours at its booths and, if requested, staff identification documentation, booth staffing schedules, and other documentation, as determined by the director necessary to demonstrate the permit holder complies with this requirement.

(3) The permit holder shall not sell, or permit to be sold, tours on any vouchers or receipts other than their own.

(4) The permit holder shall provide the port director with a list of all tours sold pursuant to its permit, including the name of the company providing the tour.

(5) The permit holder may display up to two large signs on a single booth provided the signs do not extend beyond the front profile of the booth. The permit holder may also display a one-foot by one-foot sign for

each tour the permit holder sells. These signs may not extend more than six inches beyond the front profile of the booth.

(6) The permit holder or its representatives shall not engage in hawking or disruptive behavior or interfere with the operations of other sales booths.

(01/19/98; Amended 5-2-2000, eff. 5-16-2000; Amended 1-7-2008, eff. 1-15-2008; Amended 2-7-2011, eff. 2-15-2011)

- **05 CBJAC 10.050 - Reserved. (No change)**

Editor's note—

Regulation adopted January 7, 2008, effective January 15, 2008, repealed 05 CBJAC 10.050, which pertained to tour broker permits.

- **05 CBJAC 10.060 - Loading permits. (No change)**

No person shall operate, park, stand, or stop a commercial vehicle, or cause or direct the same, within the designated loading zones in the downtown waterfront area except as authorized by a permit issued hereunder. Vehicular use of designated loading zones for commercial purposes without a permit is a violation of CBJ 85.25.090(11).

(a) *Application process.*

(1) Application forms for loading permits will be available at the Harbor office between April 1 and October 15.

(2) Applications must be made on the form provided by the department, and must be complete, including all required attachments. Any incomplete application will not be considered for a permit.

(b) *Permit requirements and conditions of operations.*

(1) The port director is authorized to designate loading zones in the downtown waterfront area and establish rules to assure safety, security, and efficiency of operation.

(2) The port director may issue loading zone permits and require permit holders to comply with stipulations as necessary to assure safety, security, and efficiency of operation. Permit holders shall also comply with the loading zone rules set out in 05 CBJAC 10.060(c) and the general operating requirements set out in 05 CBJAC 10.070

(3) An applicant for a loading zone permit must show that use of the permit will be limited to transportation of passengers and/or crew to or from cruise ships. If the applicant will be transporting passengers, the showing must consist of at least one of the following:

A. A tour sales permit in the applicant's name;

B. A contract for the sale of tours onboard a cruise ship;

C. A contract with a cruise ship for the transportation of passengers;

D. A contract for the sale of tours with a tour sales permit holder. An applicant may enter into a contract with one tour sales permit holder only; or

E. If the applicant sells tours without the aid of the cruise lines, a cruise ship, or a tour sales permit holder, the applicant must show that it will only transport persons who have purchased tours directly from the applicant, and the applicant shall, upon request, provide the port director with a daily manifest showing the names of passengers to be transported.

(c) *Loading zone rules.*

(1) No signs are allowed in the loading zone.

(2) Loading zone permits shall be prominently displayed in the lower right corner of the front windshield of the vehicle, or as specified by the director.

(3) No person shall sell or solicit the sale of any goods or services in any loading zone.

(4) Goods and passengers shall be staged at loading zones so as to minimize vehicular standing time. No vehicle shall be present in a loading zone except as reasonably necessary for loading or unloading goods or passengers.

(5) The driver of a vehicle must remain in the driver's seat unless assisting in the loading or unloading of passengers or luggage in the immediate vicinity of the vehicle. No driver may leave a vehicle unattended in a loading zone for any period of time.

(6) "A" loading zones.

(A) Vehicles containing 18 or more passenger seats may be operated only in loading zones marked "A."

(B) Permittees using "A" loading zones shall submit a schedule of all cruise ships they will be meeting. For each meeting, permittees must use the "A" loading zone closest to the terminal or lightering dock designated on the schedule. Permittees may not depart from the schedule unless approval is obtained from the director at least 24 hours in advance. Approval shall be contingent upon the impact of changes upon other permittees, users of the park, and traffic conditions.

(7) "B" loading zones. Vehicles containing fewer than 18 passenger seats may be operated only in loading zones marked "B."

(8) A vehicle without the appropriate permit may use a loading zone as necessary for a health or safety emergency. Such use shall be the minimum necessary to resolve the emergency.

(d) *Limited loading permits.* A person may apply for a limited loading permit for designated vehicles to provide services in a designated loading zone to a cruise ship or cruise ship passengers for occasional or off-peak-hour use. Application must be made to the director no less than one business day in advance of use.

(1) *Nonpassenger vehicles.* If the vehicle will be left standing in a loading zone for any amount of time, or if the driver will not remain with the vehicle for any period of time, the applicant must schedule that time with the director so as not to interfere with the efficient use of the loading zone by other permittees. The permittee must conduct all business efficiently so as to minimize any standing in the loading zone.

(2) *Passenger vehicles.* All requirements of subsection (c) of this section apply to vehicles providing passenger services to a cruise ship pursuant to a limited loading permit.

(e)*Fees.*

(1) The fee for a loading permit shall be established at least annually by the docks and harbors board.

(2) The fee for a limited loading permit shall be $15.00 per vehicle for each permit day or $250.00 per year, whichever is less.

(01/19/98; Amended 1-7-2008, eff. 1-15-2008)

- **05 CBJAC 10.070 - General operating requirements. (No change)**

(a) Permittees are responsible for complying with all state, federal, and local laws applicable to their activities.

(b) Permittees shall police the area immediately around their vending area and shall properly dispose of all litter accumulating there during the course of their activities.

(c) Permittees shall reimburse the City and Borough of Juneau for any damage to municipal property caused by the permittee's activities, including the cost of litter abatement.

(d) No permittee may store equipment or supplies in the downtown waterfront area except as approved by the director in advance.

(e) Permittees shall prominently display the permit issued pursuant to these regulations, as well as all other required permits and licenses, at all times during their activities hereunder.

(f) Permittees may not engage in hawking or make an unreasonably loud noise. Written information may be distributed to interested parties only when requested.

(g) Permittees, as a condition of receiving a permit, shall execute an instrument under the terms of which the permittee shall agree to indemnify, defend, and hold harmless the City and Borough of Juneau from any and all claims for injury or damage to persons or property suffered in connection with the permittee's activities unless such injury or damage is caused by the gross negligence of the City and Borough of Juneau.

(h) Prior to issuance of a permit, the prospective permittee must provide the department with a broker's certificate of insurance showing that the permittee has obtained at least $500,000.00 or, in case of courtesy vehicles, $300,000.00, of public liability insurance. The certificate must establish that the City and Borough is named as an additional insured on such policy, and that the insurer thereof shall notify the City and Borough if the policy is modified, canceled, or terminated. Vehicles operated under and in conformity with CBJ Chapter 20.40 are exempt from the requirements of this subsection.

(i) Permit holders are responsible for compliance with permit conditions. Any entity or person listed on a permit issued to a partnership, joint venture or other form of association or joint ownership, shall be deemed to be jointly and severally liable for any violations of these regulations by any person operating under the permit.

(01/19/98)

- **05 CBJAC 10.080 - Enforcement and penalties.**

(a) The port director may summarily suspend a permit issued under 05 CBJAC 10 without a hearing for a period not to exceed ten days if any activity conducted under the permit presents an immediate danger to the public health, welfare, or safety.

(b) The port director may suspend a permit, revoke a permit, deny a permit, deny the reissuance of a permit, or deny the ability to bid on a permit under 05 CBJAC 10 after an informal hearing before the port director and upon written findings that the permittee or applicant has violated these regulations, engaged in fraud or gross negligence, or misrepresented the nature and substance of a tour product.

(c) The port director shall conduct the hearing called for in 05 CBJAC 10.080(b) as follows:

(1) The permittee or applicant shall be provided with at least ten days notice of the hearing. The notice shall include a brief statement of the facts giving reason for the proposed suspension, revocation, or denial.

(2) The permittee or applicant shall have an opportunity to be heard at the hearing and shall have the right to call or cross-examine witnesses.

(3) Relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of a common law or statutory rule that makes improper the admission of the evidence over objection in a civil action. Hearsay evidence may be used to supplement or explain direct evidence, but is not sufficient by itself to support a finding unless it would be admissible over objection in a civil action.

(4) The hearing shall be recorded by audio tape.

(d) The port director shall issue a written decision. The permittee or applicant may appeal the port director's decision to the docks and harbors board by filing a notice of appeal, setting forth the reasons for the appeal, with the port director within ten days of the director's decision.

(e) A permittee whose permit is revoked loses all rights and privileges under that permit, shall deliver copies of the permit to the port director, and may not apply for a new waterfront sales permit for a period of ~~one~~ **two** year**s** after the revocation. In addition, for a period of one year after revocation, no application for a waterfront sales permit shall be approved for an applicant who was an owner, operator, partner, director, manager, officer, assignor, or transferor, of any operation or business which required a waterfront sales permit, regardless of its form of legal entity, if the waterfront sales permit for that operation or business was revoked.

(f) Failure to follow any permit condition is a violation of CBJ 85.25.090, and may carry a fine of up to $250.00 for each instance of a violation.

(01/19/98; Amended 4-24-2006, eff. 5-2-2006; Amended 2-7-2011, eff. 2-15-2011)

- **05 CBJAC 10.090 - Definitions. (No change)**

As used in this chapter:

"Courtesy vehicle" means a vehicle owned or operated by a business and used to transport passengers without additional charge, where such transportation is provided in conjunction with and in furtherance of a related primary business purpose or enterprise of that person.

"Department" means the City and Borough of Juneau Docks and Harbors Department.

"Director" means the port director or the port director's designee.

"Downtown waterfront area" and "facility" means that property owned by the City and Borough of Juneau located adjacent to the city cruise ship wharves, which is under the regulation of the Docks and Harbors Department and/or the Parks and Recreation Department. This includes all public spaces, loading zones, parking areas, and any wharves or trestles or portions thereof designated for enforcement hereunder by resolution of the harbor board.

"Employee" means a person who provides services at the direction and under the control of another. An employee is an integrated part of the employer's business, is hired, supervised and paid by the employer for hours set by the employer, and the employer furnishes tools and materials for the employee's use. For purposes of this chapter, drivers operating vehicles pursuant to CBJ Chapter 20.40 shall be considered the employees of the holder of that certificate.

"Hawking" means the loud or continuous audible solicitation of business by a permittee to the general public.

"Permittee" [and] "permit holder" [and] "holder" mean the business entity or its authorized representatives conducting activities in the downtown waterfront area according to a permit issued under these regulations.

"Person" means a natural person, partnership, corporation, association, or other legal entity.

"Tour season" means May 1 through October 15 of one calendar year.

"Tours and experiences" means tours, transportation, transfers, entertainment, meals and services sold to customers and includes all services provided whether or not incidental to, advertised with, or specifically offered in the sale. All transportation provided to a customer by a permittee, or arranged by a permittee is considered a part of the tour or experience.

"Vehicle" means a device in, upon or by which a person or property may be transported or drawn including devices moved by human, animal, mechanical or other power source.

(01/19/98; Amended 5-2-2000, eff. 5-16-2000)

		2015[8]	2016[1]	2017[2 & 6]	2018[3]	2019[4]	2020[5, 6, 9]
1	Last Chance	$40K	$42K	**$42K**	Renewable	Renewable	
2	Liquid Alaska	$41K	$42K	**$42K**	Renewable	Renewable	
3	M&M	$8K	$8K	**$42K**	Renewable	Renewable	
4	Gold Tours	$42K	$42K	**$42K**	Renewable	Renewable	
5	Woo Hoo	$42K	$42K	**$42K**	Renewable	Renewable	
6	Whale Tales	$42K	$42K	**$42K**	Renewable	Renewable	
7	Experience Juneau	$42K	$42K	**$42K**	Renewable	Renewable	
8	Capital City Sightseeing	$42K	$42K	**$42K**	Renewable	Renewable	
9	Mendenhall Taxi	$42K	$42K	**$42K**	Renewable	Renewable	
10	"OUTCRY#1"	**>$30K**	$42K	**$42K**	Renewable	Renewable	**>$30K**
11	"OUTCRY#2"	none	**>$30K[7]**	**>$30K[7]**	**>$30K[7]**	**>$30K[7]**	**>$30K**

Regular Black Text = Active multi-year permits
Bold Black Text = Renewal of 3-year permits in 2017; not to exceed 9 renewal permits
Regular Red Text = Annual Fixed Fee permit with deference to 2014 permit holders set at $42K (2015 dollars).
Bold Red Text = Outcry Auction minimum bid $30K (2015 dollars)

[1]Fixed Fee Permits $42,000 + Anchorage CPI 2015
[2] Fixed Fee Permits 2016 + Anchorage CPI 2016
[3] Fixed Fee Permits 2017 + Anchorage CPI 2017
[4] Fixed Fee Permits 2018 + Anchorage CPI 2018
[5] Fixed Fee Permits 2019 + Anchorage CPI 2019
[6] Total Number of 3-year renewal permits shall not exceed 9; Lottery shall determine if there are more interested parties than permits.
[7] Total Number of Booths not to exceed 10
[8] No person, individual, business or corporation shall have an ownership in more than one tour sale or tour broker permit subject to verification through documentation.
[9]An additional 3-year renewal permit (10 total) may be granted provided no 3-year permits are available in the preceding 2 years.

Area Wide Port Operations

Descriptions: CBJ's cruise ship docks and associated infrastructure are run as an enterprise fund established by local ordinance. All expenses and revenues associated with operating and maintaining CBJ's cruise ship docks and associated infrastructure are accounted within this fund. The CBJ Assembly has placed these assets under the responsibility of the Docks and Harbors Board. CBJ Ordinance Title 85 requires the Board to be self-supporting, generating revenues sufficient to meet the operating costs of the docks enterprise.

The Board has established a number of fees to generate revenues from users of the assets. The Board has calibrated these fees to assure the overall revenue generated by the enterprise equals the overall cost of running the enterprise.

Many of the uplands assets are used by entities which it is not possible, feasible, or acceptable to charge fees. As a result, users paying fees are subsidizing users that do not pay fees. The services provided to these users are area wide in nature benefiting the general public and cruise ship passengers of private docks.

For the past several years, the Board has offset this subsidy with revenues from leases of property along the downtown Juneau waterfront. Faced with crumbling infrastructure in the small boat harbors and the inability to raise harbor fees without profound impacts to its users and the community, the Board has elected to redirect lease revenues of parcels along the waterfront from the Docks Fund to the Harbor Fund. In effect, revenues from these leases had been subsidizing area wide users of the docks enterprise facilities. As part of this initiative, the Board Identified services that are area wide in nature and not specific to users of the CBJ Docks.

Board identified the following services:

1. Year round maintenance and monitoring of Marine Park.
2. Maintenance and operation of year-round public parking at the Columbia Lot and seasonal public parking at the Steamship Wharf Plaza and the Visitor's Center Lot.
3. Maintenance and operation of year-round unrestricted pedestrian access along the waterfront at the public docks.
4. Maintenance of tour operators Vendor Booths
5. Maintenance and operation of shuttle drop-offs and pick-ups in the CBJ loading zone that are used by all cruise ship terminals in Juneau.
6. Providing area wide port security.
7. Billing and collecting CBJ area wide fees for all docks.

The Board reviewed its FY13 budget and apportioned expenses associated with these services. Based on its review, it estimates that about 9% of the annual docks budget is attributable to area wide services.

DRAFT

Area Wide Port Operations (Continued)

Marine Passenger Fee Funds Requested (FY16): $154,100

Benefits: This approach is supported by the cruise ship industry since it is more equitable than raising dockage fees. It also avoids the need to raise fees during the economic recession.

This approach meets the intent of the marine passenger fee since the services benefit all cruise ship passengers , not just the passengers at the public docks.

This approach allows the Docks and Harbors Board to direct part of the dock lease revenues to the much needed rebuild effort of the small boat harbors reducing the need for fee increases at the harbors.

Maintenance and Operation Responsibility: CBJ is responsible for all ongoing maintenance and operating expenses and will use local Docks enterprise funds for these expenses.

Project Contact: Gary Gillette, CBJ Port Engineer or Carl Uchytil, CBJ Port Director 586-0292.

DRAFT

Port-Customs and Visitor Center Buildings Maintenance Support

Project Descriptions: These two buildings are located on the downtown Juneau waterfront, an area that serves nearly one million cruise ship passengers each year. Docks and Harbors, an enterprise fund, is responsible for costs associated with operating the Port-Customs and Visitor Center Buildings. Expenses include all utilities (water, sewage, electrical, alarm monitoring) and facility support (parking lot, plaza, snow removal, janitorial and general maintenance).

Marine Passenger Fee Funds Requested (FY16): $133,500

Approximately 4450 sq feet (building area) @ $2.50/sq feet/month = $133,500

Project Review: The Port-Customs Building was completed in May 2011 with the Visitor Center completion in June 2012. The project which included the buildings, infill dock construction, covered shelters, landscaping and plaza cost approximately $9M and was funded with Marine Passenger Fees. The Port-Customs Building is occupied by the US Customs and Border Protection (CBP) year-round and Docks and Harbors staff from April to October. CBP claims to be exempt from any costs associated with their operations within a port. The Visitor Center Building is occupied from April to October by the Juneau Convention and Visitor Bureau, a non-profit organization for the purpose of supporting cruise passenger inquiries. The JCVB budget does not support maintenance of the building. This leaves the Docks enterprise funds fully exposed to the costs of maintaining and servicing these buildings.

Benefits: By establishing a Port-Customs and Visitor Center Buildings maintenance fund Docks & Harbors can better manage and maintain the properties entrusted under their responsibilities. Passenger fees were granted for this purpose in FY2013 and FY2014.

Maintenance and Operation Responsibility: CBJ Docks and Harbors is responsible for all ongoing maintenance and operating expenses of these two buildings and associated upland support facilities.

Project Contact: Gary Gillette, CBJ Port Engineer or Carl Uchytil, CBJ Port Director 586-0292.

DRAFT

Statter Harbor Passenger For Hire Facility

Project Descriptions: The Statter Harbor Master plan identifies four significant components that would be phased over time as funding is available. These components are as follows: Phase I - repairs to existing moorage, removal of DeHart's floats and fuel dock, and replacement of moorage and fuel dock; Phase II - construction of a new 2-lane launch ramp and upland parking facility; Phase III - replace existing launch ramp with new boat haul-out and kayak launch ramp; Phase IV - construction of a new passenger for hire float and uplands bus staging area to serve cruise ship related whale watching and fish chartering operators. Phase I was completed in May 2013; Phase II is in the final design process and scheduled for construction in fall 2014; Phase III would begin once Phase II is completed. Phases II is fully funded based on current cost estimates and Phase III is partially funded with expectation for full funding by construction in 2016.

Phase IV has no funding in place thus the construction schedule is dependent upon funding availability. The Passenger for Hire facility includes installation of a boarding float, gangway, dredging, and uplands passenger loading zone to service cruise ship passengers embarking on marine based tourism activities. Staging for these activities currently are conducted at Statter Harbor where the facilities are incapable of providing safe and efficient service. The current situation causes extreme congestion and greatly detracts from the local resident's ability to fully utilize the Don Statter moorage facility. The funds requested would allow for design and permitting activities to move forward.

Marine Passenger Fee Funds Requested (FY16): $800,000

Cost Estimate: $5.4M

Funds Previously Secured: None

Funds Needed but Not yet requested: $4.6M

Project Review: The project is part of the Docks and Harbor Board's approved Statter Harbor Master Plan which has been supported by the voters in three special sales tax ballots (2005, 2007, 2012).

Project Time-Line: The schedule for the proposed Passenger for Hire Facility is dependent upon funding.

Maintenance and Operation Responsibility: CBJ is responsible for all ongoing maintenance and operating expenses and will use Harbor operations funds for these expenses.

Project Contact: Gary Gillette, CBJ Port Engineer or Carl Uchytil, CBJ Port Director 586-0292.

DRAFT

Downtown Restrooms

Project Descriptions: The project would be located along the downtown Juneau waterfront, an area that services approximately one million cruise ship passengers each year. The project consists of constructing new restroom facilities on a dock structure located on the recently purchased Archipelago property south of the Library/Parking Garage**.**

Cost Estimate: $500,000

Marine Passenger Fee Funds Requested (FY16): $500,000

Project Review: This project has been brought forward at the request of the Assembly to address the lack of adequate restroom facilities in the downtown waterfront area.

Project Time-Line: This project would begin design phase upon allocation of funding.

Maintenance and Operation Responsibility: CBJ is responsible for all ongoing maintenance and operating expenses and will seek future passenger fee funds for these expenses.

Project Contact: Gary Gillette, CBJ Port Engineer or Carl Uchytil, CBJ Port Director 586-0292.

DRAFT

Future Cruise Terminal Staging

Project Descriptions: This project would be located in the downtown area near the cruise dock, an area that serves approximately one million cruise ship passengers each year. The project entails identifying and procurement of available Downtown lands necessary to accommodate additional staging areas required to accommodate the larger post-panamax sized cruise ships and greater passenger counts.

Marine Passenger Fee Funds Requested (FY16): $1,000,000

Project Review: The Cruise Ship Terminal Staging Area, scheduled for completion in spring 2014, greatly improves the efficiency and safety of the parking and embarkation in support of the cruise industry. However, due to geographic limitations and finite available land, new property must be pursued to ensure facilities are available to support increased passenger loads in the coming decade. A strategic approach to the management of future cruise ship requirement will require securing adjacent lands to the cruise ship berth.

Project Time-Line: This project has not been fully developed.

Maintenance and Operation Responsibility: This project is to identify and procure land available for future Docks enterprise initiatives.

Project Contact: Gary Gillette, CBJ Port Engineer or Carl Uchytil, CBJ Port Director 586-0292.

DRAFT

Downtown Pay Phones

Project Descriptions: To meet telephonic communications demands from cruise ship passengers and cruise ship crew, CBJ has established a requirement to maintain pay telephones in the downtown corridor.

Cost Estimate: $7800

Marine Passenger Fee Funds Requested (FY16): $7800

Project Review: This requirement has been developed at the request of CBJ Leadership to meet a lack of available telephones. In FY12, Docks & Harbors spent $7755 from Docks operating funds to support this need.

Project Time-Line: This requirement is current and expected to persist indefinitely.

Maintenance and Operation Responsibility: CBJ is responsible for all ongoing maintenance and operating expenses and will seek future passenger fee funds for these expenses.

Project Contact: Teena Scovill, Administrative Assistant or Carl Uchytil, CBJ Port Director 586-0292.

DRAFT

Visitor Information Kiosk Replacement

Project Descriptions: The Visitor Information Kiosk serves cruise ship passengers needing information about Juneau. It is located in a strategic location near one of the two city owned docks that support the cruise industry. The current kiosk has exceeded its design life. The facility does not meet ADA standards, has inadequate heating, and does not provide adequate shelter for patrons.

Cost Estimate: $150,000

Marine Passenger Fee Funds Requested (FY16): $150,000

Project Review: The Juneau Convention and Visitors Bureau requested that a new kiosk be provided which would offer a more user friendly facility and address safety and comfort concerns of volunteers. The current facility was moved from the Marine Park area when the Alaska Steamship Wharf was expanded for bus staging.

Project Time-Line: This project would begin the design phase upon allocation of funding.

Maintenance and Operation Responsibility: CBJ is responsible for all ongoing maintenance and operating expenses and will seek future passenger fee funds for these expenses.

Project Contact: Gary Gillette, CBJ Port Engineer or Carl Uchytil, CBJ Port Director 586-0292.

DRAFT

CBJ Parks & Recreation Landscaping Services

Project Descriptions: Docks & Harbors managed property includes the downtown waterfront from the Taku Dock to Merchant's Wharf. The landscaping has been maintained by CBJ Parks & Recreation seasonal staff for several years out of the CBJ general fund. Flowers, flower pots, trees, shrubs and grass along Marine Park, Cruise Ship Terminal and Alaska Steamship waterfront are meticulously planted and groomed in an admirable fashion. Beginning in FY15, Docks & Harbors was directed to fund this maintenance out of the Docks Enterprise budget.

Cost: $45,000

Marine Passenger Fee Funds Requested (FY16): $45,000

Project Review: The requested amount has been developed by a CBJ Parks & Recreation algorithm based on requirement s to propagate, plant and maintain the vegetative cover, new seedlings, plants and flowers.

Project Time-Line: This project would be an interdepartmental transfer from Docks & Harbors to CBJ Parks & Recreation.

Maintenance and Operation Responsibility: Commencing in FY15, Docks & Harbors has been assigned sole responsibility for maintaining the greenery along the CBJ owned waterfront, including parking lot facilities.
Project Contact: Gary Gillette, CBJ Port Engineer or Carl Uchytil, CBJ Port Director 586-0292.

DRAFT

Lightering Float Ramp Canvas Cover Replacement

Project Descriptions: The canvas cover for gangway leading to the Marine Park Lightering Float was damage beyond repair in a November 2014 storm. This gangway is primarily used by tourists embarking and disembarking from cruise ships at anchor.

Cost Estimate: $10,000

Marine Passenger Fee Funds Requested (FY16): $10,000

Project Review: n/a

Project Time-Line: Docks & Harbors will replace the canvas cover in time for the initial cruise ship of the season but is requesting compensation in FY16.

Maintenance and Operation Responsibility: CBJ Docks & Harbor is responsible for maintenance and operating expenses along the CBJ owned waterfront and seeks future passenger fee to funds.

Project Contact: Gary Gillette, CBJ Port Engineer or Carl Uchytil, CBJ Port Director 586-0292.

DRAFT

Marine Park Bus Parking Lot Brick Repair

Project Descriptions: The Marine Park Bus Parking Lot (Brickyard) is demonstrating undulations in the brick surfaces suggesting the substrate is being undermined. The funds are to contract with an experienced mason to repair the areas needing attention.

Cost Estimate: $30,000

Marine Passenger Fee Funds Requested (FY16): $30,000

Project Review: The Brickyard surface will continue to degrade without constant and appropriate maintenance. Use of this facility in the winter for parking will lead to greater degradation due to snow plowing efforts.

Project Time-Line: This project would commence as soon as funding is available not to interfere with coach and bus operations during the summer months.

Maintenance and Operation Responsibility: CBJ is responsible for all ongoing maintenance and operating expenses and will seek future passenger fee funds for these expenses.

Project Contact: Gary Gillette, CBJ Port Engineer or Carl Uchytil, CBJ Port Director 586-0292.

DRAFT

Flags & Banners

Project Descriptions: Flags and banners along the downtown waterfront have been jointly managed through multiple CBJ Departments. There is also a cost involved in renting scissor or basket lifts.

Cost Estimate: $7500

Marine Passenger Fee Funds Requested (FY16): $7500

Project Review: Many of the flags and banners are worn requiring replacement; this request would provide funding for purchase new aesthetically pleasing visual hanging devices.

Project Time-Line: Procure would begin upon receipt of funding.

Maintenance and Operation Responsibility: CBJ is responsible for all ongoing maintenance and operating expenses and will seek future passenger fee funds for these expenses.

Project Contact: Gary Gillette, CBJ Port Engineer or Carl Uchytil, CBJ Port Director 586-0292.

DRAFT

Port of Juneau

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

From: Carl Uchytil, Port Director
To: Docks & Harbors Board
Copy: CBJ Law
Assemblyman Nankervis
Date: December 8th, 2014
Re: ASSEMBLY RESOLUTIONS

1. Enclosed are two resolutions drafted for approval by the CBJ Assembly. Both pertain to larger Alaska harbor issues and recently received unanimous support by the Alaska Association of Harbormasters and Port Administrators (AAHPA). CBJ Docks & Harbors is an active member in AAHPA. Requesting the Assembly adopt the resolutions will send a coherent message to the Alaska Legislature of our municipal harbor needs.

2. The first resolution recommends full funding for the State of Alaska Department of Transportation's Harbor Facility Grant Program. During the past 6 years, this successful 50/50 matching grant program has helped more than 20 municipalities around Alaska upgrade or rebuild their harbors which were turned over to them by the State of Alaska. This year the municipalities of the Aleutians East Borough, the City and Borough of Sitka, the City of Seward, the City of Ketchikan, the City of Coffman Cove and the Municipality of Anchorage have offered to contribute $14,262,722 in local match funding for FY 2016 towards seven harbor projects of significant importance locally and for Alaska. Since the program's inception, CBJ Docks & Harbors has been the beneficiary of $9M in harbor grant funding (Statter $5M; Aurora $2M; Douglas $2M). The continued support of this program is critical for sustaining Juneau's as well as Alaska's entire maritime infrastructure.

3. The second resolution would place municipal harbor employees under the same state criminal statute providing additional protection to peace officers and first responders when subjected to "assault in the fourth degree or harassment in the first degree". Specifically, it recommends the Legislature include municipal harbor employees under Alaska Statute 12.55.135(d)(1) *uniformed or otherwise clearly identified peace officer, fire fighter, correctional employee, emergency medical technician, paramedic, ambulance attendant, or other emergency responder or medical professional who was engaged in the performance of official duties*[…]. Alaskan harbormasters, including Juneau, have documented events of abuse, both verbal and physical in recent years.

#

Encl (1) Resolution - ADOT Harbor Facility Grant Program
(2) Resolution - Municipal Harbor Employees cover under AS 12.55.135
(3) AS 12.55.135

RESOLUTION xxx (Harbor Facility Grant Funding)

A RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU IN SUPPORT OF FULL FUNDING FOR THE STATE OF ALASKA HARBOR FACILITY GRANT PROGRAM IN THE FY 2016 STATE CAPITAL BUDGET.

Whereas, the City and Borough of Juneau recognizes the majority of the public boat harbors in Alaska where constructed by the State during the 1960s and 1970s; and

Whereas, these harbor facilities represent critical transportation links and are the transportation hubs for waterfront commerce and economic development in Alaskan coastal communities; and

Whereas, these harbor facilities are ports of refuge and areas for protection for ocean-going vessels and fishermen throughout the State of Alaska, especially in coastal Alaskan communities; and

Whereas, the State of Alaska over the past nearly 30 years has transferred ownership of most of these State owned harbors, many of which were at or near the end of their service life at the time of transfer, to local municipalities; and

Whereas, the municipalities took over this important responsibility even though they knew that these same harbor facilities were in poor condition at the time of transfer due to the state's failure to keep up with deferred maintenance; and

Whereas, consequently, when local municipal harbormasters formulated their annual harbor facility budgets, they inherited a major financial burden that their local municipal governments could not afford; and

Whereas, in response to this financial burden, the Governor and the Alaska Legislature passed legislation, supported by the City and Borough of Juneau and the Alaska Association of Harbormasters and Port Administrators, to create the Harbor Facility Grant program, AS 29.60.800; and

Whereas, the City and Borough of Juneau and the Alaska Association of Harbormasters and Port Administrators, is pleased with the Department of Transportation and Public Facilities administrative process to review, score and rank applicants to the Harbor Facility Grant Program, since state funds may be limited; and

Whereas, for each harbor facility grant application, these municipalities have committed to invest 100% of the design and permitting costs and 50% of the construction cost; and

Whereas, the City and Borough of Juneau Docks & Harbors has benefited from this program in the amount of $9,000,000 for projects at Don D. Statter Harbor Facility, Aurora Harbor and the Mike Pusich Douglas Harbor.

Whereas, the municipalities of the Aleutians East Borough, the City and Borough of Sitka, and the City of Seward, City of Ketchikan, City of Coffman Cove, and Municipality of Anchorage have offered to contribute $14,262,722 in local match funding for FY2016 towards seven harbor projects of significant importance locally as required in the Harbor Facility Grant Program; and

Whereas, completion of these harbor facility projects is all dependent on the 50% match from the State of Alaska's Harbor Facility Grant Program; and

Whereas, during the last eight years the Municipal Harbor Facility Grant Program has been fully funded only twice; and

Whereas, during the last eight years the backlog of projects necessary to repair and replace these former State owned harbors has increased to over $90,000,000.

Now therefore be it resolved that the Assembly of the City and Borough of Juneau urges full funding in the amount of $14,262,722 by the Governor and the Alaska Legislature for the State of Alaska's Municipal Harbor Facility Grant Program in the FY 2016 State Capital Budget in order to ensure enhanced safety and economic prosperity among Alaskan coastal communities.

Passed and approved by a duly constituted quorum of the Assembly of the City and Borough of Juneau and on this _12th_ day of _January__, 2015.

RESOLUTION. xxx (Harbor Employees covered under AS 12.55.135)

A RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU IN SUPPORT OF THE ADDITION OF DOCKS AND HARBOR EMPLOYEES TO THE LIST OF EMPLOYEES COVERED BY AS 12.55.135.

Whereas, State of Alaska statute AS 12.55.135. Sentences of Imprisonment for Misdemeanors establishes minimum terms of imprisonment for defendants convicted of assaulting or harassing uniformed or otherwise clearly identified peace officers, fire fighters, correctional employees, emergency medical technicians, paramedics, ambulance attendants or other emergency responders or medical professionals; and

Whereas, docks and harbor employees in communities throughout the State of Alaska routinely perform enforcement and emergency response duties commensurate with those performed by peace officers, fire fighters, correctional employees, emergency medical technicians, paramedics, ambulance attendants or other emergency responders or medical professionals; and

Whereas, defendants convicted of assaulting or harassing port and harbor employees in several recent cases have received sentences well below the minimums established in AS 12.55.135 for defendants convicted of assaulting or harassing uniformed or otherwise clearly identified peace officers, fire fighters, correctional employees, emergency medical technicians, paramedics, ambulance attendants or other emergency responders or medical professionals; and

Whereas, the City and Borough of Juneau and the Alaska Association of Harbormaster and Port Administrators desires to strengthen the deterrent to unlawfully assault or harass port and harbor employees throughout the State of Alaska.

Now therefore be it resolved that the Assembly of City and Borough of Juneau supports the addition of docks and harbor employees to the list of employees covered by State of Alaska statute AS 12.55.135. Sentences of Imprisonment for Misdemeanors, which establishes minimum terms of imprisonment for defendants convicted of assaulting or harassing uniformed or otherwise clearly identified peace officers, fire fighters, correctional employees, emergency medical technicians, paramedics, ambulance attendants or other emergency responders or medical professionals.

Passed and approved by a duly constituted quorum of the Assembly of the City and Borough of Juneau and on this _12th_ day of _January__, 2015.

AS 12.55.135. Sentences of Imprisonment For Misdemeanors.
(a) A defendant convicted of a class A misdemeanor may be sentenced to a definite term of imprisonment of not more than one year.
(b) A defendant convicted of a class B misdemeanor may be sentenced to a definite term of imprisonment of not more than 90 days unless otherwise specified in the provision of law defining the offense.
(c) A defendant convicted of assault in the fourth degree that is a crime involving domestic violence committed in violation of the provisions of an order issued or filed under AS 12.30.027 or AS 18.66.100 - 18.66.180 and not subject to sentencing under (g) of this section shall be sentenced to a minimum term of imprisonment of 20 days.
(d) A defendant convicted of assault in the fourth degree or harassment in the first degree who knowingly directed the conduct constituting the offense at
(1) *a uniformed or otherwise clearly identified peace officer, fire fighter, correctional employee, emergency medical technician, paramedic, ambulance attendant, or other emergency responder or medical professional who was engaged in the performance of official duties at the time of the assault or harassment shall be sentenced to a minimum term of imprisonment of*
(A) 60 days if the defendant violated AS 11.41.230 (a)(1) or (2) or AS 11.61.118;
(B) 30 days if the defendant violated AS 11.41.230 (a)(3);
(2) a person who was on school grounds during school hours or during a school function or a school-sponsored event, on a school bus, at a school-sponsored event, or in the administrative offices of a school district, if students are educated at that office, shall be sentenced to a minimum term of imprisonment of 60 days if the defendant violated AS 11.41.230 (a)(1) or (2); in this paragraph,
(A) "school bus" has the meaning given in AS 11.71.900 ;
(B) "school district" has the meaning given in AS 47.07.063 ;
(C) "school grounds" has the meaning given in AS 11.71.900 .
(e) If a defendant is sentenced under (c), (d), or (h) of this section,
(1) execution of sentence may not be suspended and probation or parole may not be granted until the minimum term of imprisonment has been served;
(2) imposition of a sentence may not be suspended except upon condition that the defendant be imprisoned for no less than the minimum term of imprisonment provided in the section; and
(3) the minimum term of imprisonment may not otherwise be reduced.
(f) A defendant convicted of vehicle theft in the second degree in violation of AS 11.46.365 (a)(1) shall be sentenced to a definite term of imprisonment of at least 72 hours but not more than one year.
(g) A defendant convicted of assault in the fourth degree that is a crime involving domestic violence shall be sentenced to a minimum term of imprisonment of
(1) 30 days if the defendant has been previously convicted of a crime against a person or a crime involving domestic violence;
(2) 60 days if the defendant has been previously convicted two or more times of a crime against a person or a crime involving domestic violence, or a combination of those crimes.
(h) A defendant convicted of failure to register as a sex offender or child kidnapper in the second degree under AS 11.56.840 shall be sentenced to a minimum term of imprisonment of 35 days.
(i) If a defendant is sentenced under (g) of this section,
(1) execution of sentence may not be suspended and probation or parole may not be granted until the minimum term of imprisonment has been served;
(2) imposition of sentence may not be suspended;
(3) the minimum term of imprisonment may not otherwise be reduced.
(j) A court may not impose a sentence of imprisonment or suspended imprisonment for possession of marijuana in violation of AS 11.71.060 if the defendant alleges, and the court finds, that the defendant was not under formal or informal probation or parole conditions in this or another jurisdiction at the time of the offense; that the defendant possessed the marijuana for the defendant's personal use within the defendant's permanent or temporary residence; and that the defendant has not been previously convicted

more than once in this or another jurisdiction for possession of marijuana. If the defendant has not been previously convicted as described in this subsection, the maximum unsuspended fine that the court may impose is $500. If the defendant has been previously convicted once as described in this subsection, the maximum unsuspended fine that the court may impose is $1,000. In this subsection,

(1) "permanent or temporary residence" means a permanent structure adopted for overnight accommodation; "permanent or temporary residence" does not include

(A) vehicles, tents, prisons or other correctional facilities, residential treatment facilities, or shelters operated by a charitable organization or a government agency;

(B) any place where the defendant's possession or use of marijuana violated established rules for residents, such as a ban on smoking or a ban on marijuana or other controlled substances;

(2) "previously convicted" means the defendant entered a plea of guilty, no contest, or nolo contendere, or has been found guilty by a court or jury, regardless of whether the conviction was set aside under AS 12.55.085 or a similar procedure in another jurisdiction, of possession of marijuana; "previously convicted" does not include a judgment that has been reversed or vacated by a court.

(k) In this section,

(1) "crime against a person" means a crime under AS 11.41, or a crime in this or another jurisdiction having elements similar to those of a crime under AS 11.41;

(2) "crime involving domestic violence" has the meaning given in AS 18.66.990.

(3) "medical professional" means a person who is an anesthesiologist, dentist, dental hygienist, health aide, nurse, nurse aid, nurse practitioner, mental health counselor, physician, physician assistant, chiropractor, psychiatrist, osteopath, psychologist, psychological associate, radiologist, surgeon, or x-ray technician, or who holds a substantially similar position.

Port of Juneau

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

~~December 11~~, 2014

SUBJ: HARBOR ~~PATRON~~ CUSTOMER CODE OF CONDUCT

Background:

The Docks & Harbor vision is TO BE THE SOUTHEAST ALASKA MARINE CENTER OF EXCELLENCE PROVIDING A SAFE, SECURE, MODERN, VIBRANT FACILITIES MEETING THE NEEDS OF THE USERS WE SERVE. In pursuit of our goals, Docks & Harbors is obliged to act in the best interests of all ~~patrons~~customers. Our employees work collaboratively with other CBJ employees, stakeholders and customers to deliver quality services to the Juneau public. The following Harbor ~~Patron~~Customer Code of Conduct is designed to allow Docks & Harbors to preserve its tradition of providing safe and secure facilities. This Code applies to all harbor clients who frequent CBJ owned property, including but not limited, to vessel owners and their guests, live-aboard residents, charter and commercial operators, launch ramp users and pedestrians along Docks & Harbors managed properties.

Recently, several issues have surfaced regarding the conduct of some harbor ~~patron~~customers which merit the development of guidelines to safeguard all user groups. The establishment of a Harbor ~~Patron~~Customer Code of Conduct provides the expectations following a "reasonable person" standard. The intent to codify rules to ensure ~~patron~~customers are made aware that illegal or prohibited behavior, affecting other ~~patron~~customers or Docks & Harbors employees will not be tolerated.

Failure to abide by the Harbor ~~Patron~~Customer Code of Conduct may result in administrative actions that limit or restrict any person or vessel from continued use of some or all Docks & Harbors facilities.

Personal conduct:

The owner of a vessel will be responsible for the conduct of those on board the vessel. Behavior of the owner, operator or occupants of a vessel which disturbs or creates a nuisance for others in the boat harbors is prohibited. Examples of prohibited conduct include but are not limited to:

(1) Making, causing or allowing unreasonable noise so as to cause public inconvenience, annoyance or harm. Unreasonable noise means any excessive or unusually loud sound that disturbs the peace, comfort, or repose of a reasonable person of normal sensitivity.

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(2) Damaging any Docks & Harbors property through reckless behavior that could be reasonably avoided.

(3) Causing, provoking or engaging in any fight, or to commit an act in a violent or reckless manner whereby the safety, life, limb or health of another is placed in fear of immediate jeopardy;

(4) Being found under the influence of alcoholic beverages, or other drugs including prescription drugs, in such a condition as to be unable to exercise care for their own safety or the safety of others, except aboard a vessel;

~~(5) The use of recreational marijuana except aboard a vessel and out of view of the public.~~

~~(6)~~(5) Engaging in the use of or being instrumental in the exchange or production of illegal drugs or other illegal substances.

~~(7)~~(6) All commercial, for profit enterprises conducting business aboard a vessel in a Docks & Harbor facility must have a commercial use permit. This does not apply to commercial fishing vessel.

~~(8)~~(7) Behavior, language or mannerisms by harbor users toward any harbor employee during the performance of their duties by using threats or actions that place staff in reasonable fear of immediate jeopardy.

Any continuing or repeated breach of Docks & Harbors policies, rules and regulations duly established by the Docks and Harbors Board, Port Director or Harbormaster may result in forfeiture of the privilege to use some or all facilities.

Pet Owners:

Live-aboard ~~patron~~customers, both owners and guests, that have a dog or cat residing onboard for a period longer than fourteen (14) days shall be required to complete a registration form indicating the type, breed, name and gender of the animal and pay the registration fee. Animal owners will also be required to ensure the following:

(1) During registration, dog owners shall provide proof the animal is licensed in accordance with current CBJ regulations. Unlicensed dogs shall not reside within the D&H system at any time.
(2) Provide proof of current rabies vaccinations.
(3) Be leashed at all times when on Docks and Harbors property, floats, fingers and moorings
(4) Clean up after your animal on docks, parking areas, and all adjacent D&H properties. Use of waste bags or other waste removal product(s) are mandatory on all D&H properties.
(5) Ensure animals are properly confined on the vessel.

Failure to meet these requirements may likely result in the animal being banned from the harbor.

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2015
CBJ Docks & Harbors Board
Committee Meetings & Regular Meeting Schedule

January 2015

1/21/2015	OPS/Planning Committee	5:00pm-7:00pm	CBJ Assembly Chambers
1/22/2015	Finance Committee	5:00pm-7:00pm	CBJ Room 224
1/29/2015	Regular Board Meeting	5:30pm-8:30pm	CBJ Assembly Chambers

February 2015

2/18/2015	OPS/Planning Committee	5:00pm-7:00pm	CBJ Assembly Chambers
2/19/2015	Finance Committee	5:00pm-7:00pm	CBJ Room 224
2/26/2015	Regular Board Meeting	5:30pm-8:30pm	CBJ Assembly Chambers

March 2015

3/18/2015	OPS/Planning Committee	5:00pm-7:00pm	CBJ Assembly Chambers
3/19/2015	Finance Committee	5:00pm-7:00pm	CBJ Room 224
3/26/2015	Regular Board Meeting	5:30pm-8:30pm	CBJ Assembly Chambers

April 2015

4/22/2015	OPS/Planning Committee	5:00pm-7:00pm	***US Cust./Port Field Off.***
4/23/2015	Finance Committee	5:00pm-7:00pm	CBJ Room 224
4/30/2015	Regular Board Meeting	5:30pm-8:30pm	CBJ Assembly Chambers

May 2015

5/20/2015	OPS/Planning Committee	5:00pm-7:00pm	***CBJ Room 224***
5/21/2015	Finance Committee	5:00pm-7:00pm	CBJ Room 224
5/28/2015	Regular Board Meeting	5:30pm-8:30pm	CBJ Assembly Chambers

June 2015

6/17/2015	OPS/Planning Committee	5:00pm-7:00pm	CBJ Assembly Chambers
6/18/2015	Finance Committee	5:00pm-7:00pm	CBJ Room 224
6/25/2015	Regular Board Meeting	5:30pm-8:30pm	CBJ Assembly Chambers

2015
CBJ Docks & Harbors Board
Committee Meetings & Regular Meeting Schedule

July 2015

7/22/2015	OPS/Planning Committee	5:00pm-7:00pm	CBJ Assembly Chambers
7/23/2015	Finance Committee	5:00pm-7:00pm	CBJ Room 224
7/30/2015	Regular Board Meeting	5:30pm-8:30pm	CBJ Assembly Chambers

August 2015

8/19/2015	OPS/Planning Committee	5:00pm-7:00pm	CBJ Assembly Chambers
8/20/2015	Finance Committee	5:00pm-7:00pm	CBJ Room 224
8/27/2015	Regular Board Meeting	5:30pm-8:30pm	CBJ Assembly Chambers

September 2015

9/16/2015	OPS/Planning Committee	5:00pm-7:00pm	CBJ Assembly Chambers
9/17/2015	Finance Committee	5:00pm-7:00pm	CBJ Room 224
9/24/2015	Regular Board Meeting	5:30pm-8:30pm	CBJ Assembly Chambers

October 2015

10/21/2015	OPS/Planning Committee	5:00pm-7:00pm	CBJ Assembly Chambers
10/22/2015	Finance Committee	5:00pm-7:00pm	CBJ Room 224
10/29/2015	Regular Board Meeting	5:30pm-8:30pm	CBJ Assembly Chambers

November 2015

11/10/2015	OPS/Planning Committee	5:00pm-7:00pm	CBJ Assembly Chambers
11/12/2015	Finance Committee	5:00pm-7:00pm	***CBJ Assembly Chambers***
11/19/2015	Regular Board Meeting	5:30pm-8:30pm	CBJ Assembly Chambers

December 2015

12/2/2015	OPS/Planning Committee	5:00pm-7:00pm	***Downtown Library- Lg.***
12/3/2015	Finance Committee	5:00pm-7:00pm	CBJ Room 224
12/10/2015	Regular Board Meeting	5:30pm-8:30pm	CBJ Assembly Chambers