CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING AGENDA
For Thursday, March 28th, 2013

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

II. **Roll** (Greg Busch, John Bush, Tom Donek, Eric Kueffner, David Logan, Budd Simpson, Scott Spickler, Michael Williams, and Kevin Jardell).

III. **Approval of Agenda**

MOTION: TO APPROVE THE AGENDA AS PRESENTED.

IV. **Approval of February 28th, 2013 Regular Board Meeting Minutes.**

V. **Public Participation on Non-Agenda Items** (not to exceed 5 minutes per person, or twenty minutes total time).

VI. **Items for Action**.

1. Establishment of new Loading Zone area for Statter Harbor to accommodate new permanent moorage floats.
   Presentation by the Harbormaster

Board Questions

Public Comment

Board Discussion/Action

MOTION: TO BE DEVELOPED AT THE MEETING

2. 2012-49 (Ordinance amending the Land Management Code)
   Presentation by the Acting Lands & Resource Manager.

Board Questions

Public Comment

Board Discussion/Action
MOTION: TO BE DEVELOPED AT THE MEETING

3. Aurora Harbor Contract Amendment – Expanded Phase I
   Presentation by the Port Engineer

Board Questions

Public Comment

Board Discussion/Action

MOTION: TO BE DEVELOPED AT THE MEETING

4. Cruise Ship Terminal Staging Area Contract Amendment – Phase II
   Presentation by the Port Engineer

Board Questions

Public Comment

Board Discussion/Action

MOTION: TO BE DEVELOPED AT THE MEETING

5. Statter Harbor Launch Ramp – Contract Amendment
   Presentation by the Port Engineer

Board Questions

Public Comment

Board Discussion/Action

MOTION: TO BE DEVELOPED AT THE MEETING

6. ADOT Round-About Easement
   Presentation by the Port Director

Board Questions

Public Comment

Board Discussion/Action

MOTION: TO BE DEVELOPED AT THE MEETING

7. Board Member selection for 1% for Art at the Cruise Dock
   Presented by Port Engineer

Board Questions

Public Comment

Board Discussion/Action

MOTION: TO BE DEVELOPED AT THE MEETING.

8. Harbor Truck Purchase
   Presented by the Harbormaster

Board Questions

Public Comment

Board Discussion/Action

MOTION: TO BE DEVELOPED AT THE MEETING

VII. Items for Information/Discussion.

1. Mt. Roberts Tram Update
   Presented by the Port Director

VIII. Committee and Board Member Reports

1. Operations Committee Meeting – March 19th, 2013
2. CIP/Planning Committee Meeting – March 21st, 2013
3. Finance Committee Meeting – March 26th, 2013
4. Member Reports

IX. PRAC Representative Report

X. Port Engineer's Report –Mr. Gillette report is in the packet

XI. Harbormaster's Report

XII. Port Director's Report

XIII. Assembly Liaison Report

XIV. Committee Administrative Matters

a. Operations Committee Meeting – April 16th, 2013

b. CIP/Planning Committee Meeting – April 18th, 2013

c. Finance Committee Meeting– April 23rd, 2013

d. Board Meeting – April 25th, 2013

XV. Adjournment

CBJ Docks and Harbors Board
REGULAR BOARD MEETING MINUTES
For Thursday, February 28th, 2013

I. Call to Order.

Mr. Jardell called the Regular Board Meeting to order at 5:32 p.m. in the Assembly Chambers

II. Roll Call.

The following members were present: Greg Busch, John Bush, Tom Donek, David Logan, Budd Simpson, Michael Williams, and Kevin Jardell.

Absent: Scott Spickler, and Eric Kueffner

Also present were the following: Carl Uchytil – Port Director, Dwight Tajon – Harbormaster, Loren Jones –Assembly Liaison, and Dixie Hood – PRAC Liaison

III. Approval of Agenda.

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

Motion was approved with no objection.

IV. Approval of Previous Meeting Minutes.

Hearing no objection, the January 24th, 2013 Special Board Meeting Minutes and January 31st, 2013 Regular Board Meeting Minutes were approved as presented.

V. Public Participation on Non-Agenda Items - None

VI. Items for Action.

1. Special Moorage Rate M/V Malaspina/50th Anniversary AMHS

Mr. Uchytil said he received a request from the Alaska Marine Highway System to waive moorage on May 4th for their 50th Anniversary community celebration. Passengers will embark for a Tracy Arm tour. The Board can approve this under ordinance.

Board Comments

Mr. Logan asked if the Tracy Arm tour was going to be a free tour?

Mr. Uchytil said he doubts that is the case.

Mr. Jardell asked if this would be to encourage use of Docks and Harbors facilities.

Mr. Uchytil said this is a government agency that would just be using this for their 50th Anniversary celebration. If we were to charge, moorage would be approximately $500.00.

Public Comment

Dennis Watson, Juneau, AK, said he thinks this is a good idea and this would bring a large group of people downtown. He is in support of not charging the ferry for moorage.

Dixie Hood, Juneau, AK, said having the M/V Malaspina dock downtown is a great way to celebrate their 50th Anniversary.

Board Discussion/Action

Mr. Donek said this was approved by the Finance Committee and forwarded to the Board for approval.

MOTION By MR. LOGAN: TO WAIVE THE DOCKAGE FEES FOR THE M/V MALASPINA FOR THEIR 50TH ANNIVERSARY AND ASK UNANIMOUS CONSENT.

Motion passed with no objection.

2. FY13/FY14 Budget Submission

Mr. Uchytil said this was discussed at the Finance Committee. Currently Docks and Harbors is doing well financially and he hopes it will continue at this rate. The budget will go to the City Manager and then to the Assembly Finance Committee for final approval

Board Questions

Mr. Busch asked what constitutes the bad debt in the Harbor revenue?

Mr. Uchytil said moorage revenue is just invoiced revenue, and not actual cash on hand. Moving forward, the new Administrative staff is working hard to collect moorage and is working with CBJ Law to go after delinquent accounts in Juneau Superior Court.

Mr. Busch said at the Operations meeting replacement of vehicles was discussed. He asked if there is a budgeted line item for vehicle replacement for when they need to be replaced and be allocated where the primary use is.

Mr. Uchytil said that is correct.

Public Comments

Dennis Watson, Juneau, AK, said the budget numbers presented are easier to read and portrayed to the public better. Bad debt is still an item that is not clear. In the future, he would like to know what that debt really is. He said he is looking forward to seeing the Harbor revenues and expenses separated in FY14.

Mr. Jardell said the bad debt was discussed at the Finance Committee and Mr. Uchytil has been working with law to execute a plan to clean up the bad debt.

Board Discussion/Action

MOTION By MR.WILLIAMS : TO APPROVE THE FY13/FY14 BUDGET AS PROPOSED AND ASK UNANIMOUS CONSENT.

Motion passed without objection.

3. Update on Mega Yacht Harbor
   Howard Lockwood, Manager of Juneau Port Development.
   Mr. Lockwood said Juneau Port Development LLC is simply a vehicle which was created to create an entity which allows $112 million in outside financing to invest in a facility that benefits the City. Juneau Port Development LLC has ownership, acting as an agent to the Docks and Harbors Board and the City Assembly. Juneau Port Development LLC signed the lease with CBJ and created the project. One of the key factors in the environment for Juneau Port Development LLC was the contaminated area. This has been a challenge, and there has been extensive testing of the soils. Mr. Lockwood provided a power point presentation on the Mega Yacht Harbor plan and described the project challenges. Mr. Lockwood is asking the Board to allow Juneau Port Development LLC to redesign the north west side of the existing approved plan to accommodate the needs for the snow storage processing facility and make any changes to that area which may be appropriate.

Board Questions

Mr. Jardell asked why a vote is needed now and not after the redesign?

Mr. Lockwood said so he can notify all the people and agencies that he is dealing with to tell them he has an official position with the Board to make the redesign. The new plan will still have to come back to the Board for approval.

Mr. Jardell said he did not see the Board having to approve moving forward with the redesign and then will have to approve the redesign.

Mr. Lockwood said because he has to re-plat and renegotiate the entire project with the Mega Yacht industry, and financing in Canada and London, he would like Board approval. Is there an issue with giving Juneau Port Development LLC permission to redesign this plan and bring it back to the Board?

Mr. Simpson said the Board has already approved the concept and the approval for the concept is not changing. He does not see the need for approval from the Board.

Mr. Lockwood said he had an approved plan that will be in phases and every phase will need to come back to the Board for approval at the planning level. He said this plan needs to be redesigned and he does not feel comfortable with going to his finance people without having an official position. He does not see any consequences for the Board approving a redesign. Mr. Lockwood said he is simply an agent of the Board, and he will not be able to move forward without the support from the Board.

Mr. Uchytil said his recommendations to the Board would be to not act on this redesign tonight, but to wait. He suggested that Mr. Lockwood provide a letter to him so he could socialize with the Engineer Department and make sure there are no issues.

Public Comment

<u>Dixie Hood, Juneau, AK,</u> said she participated in the long range waterfront plan and she followed all of this closely. She does not see why the Board can't act on this even if it is redundancy if it is requested by Mr. Lockwood.

Board Discussion/Action

Mr. Jardell recommended Mr. Lockwood work with the Port Director.

Mr. Logan asked what Mr. Lockwood means by being an agent of the Board?

Mr. Jardell said Juneau Port Development in not an agent of the Board and has no agency relationship. This is just a tideland lease.

Mr. Jardell recommended that the Port Director work with Mr. Lockwood and to work on his term being the agent of the Board.

Mr. Simpson said when Mr. Uchytil brings this back to the Board, he would like to see what the Board has already approved before he grants approval for something else.

Mr. Donek said he can see what Mr. Lockwood is trying to do, but agrees with Mr. Simpson and he does not want to get into the actual design of this project. Mr. Donek recommended a motion from the Board acknowledging that Mr. Lockwood has the authority to modify his plan as he sees necessary to accommodate the snow dump.

Mr. Simpson said he wants to see what authority was already given before anymore is given.

Mr. Busch said he was in favor of giving Mr. Lockwood approval to move forward with his redesign.

Mr. Logan said Mr. Lockwood should work with the Port Director before any more authority is granted.

Mr. Jardell said he is not sure what Mr. Lockwood is asking for that he can't already do.

No Motion – Mr. Jardell directed Mr. Lockwood to work with the Port Director.

VII. Items for Information/Discussion.

1. FY14 Moorage Rates
   Mr. Uchytil said this is in accordance with CBJ ordinance that allows for an automatic CPI moorage rate adjustment that goes into effect July 1. This is a 2.2% rate increase. This rate increase was approved and recommended by the Finance Committee to bring to the full Board as an information item. This will become effective July 1st unless the Board takes action to stop the increase.

VIII. Committee and Board Member Reports

1. Operations Committee Meeting – February 19th, 2013
   Mr. Busch said there was one item for action.
   - Harbor vehicle Replacement- The Harbormaster is pursuing two vehicle replacements and will bring to the full Board for approval. One will be a 4 X 4 full size pickup and a smaller vehicle that can be operated on the Seawalk.

Mr. Busch said there was two information items.

- Statter Harbor Vessel loading zones- Mr. Busch said the loading zone areas have changed. Staff is working with the Charter Boat operators to get public input because this could be in place for two to three year. At the next Operations Meeting this will be an action item.
- Arrow Refuse- There has been four injuries in a year and Arrow is looking for alternative dumpsters. They will do some research, and bring back to the Operations Committee.

2. CIP/Planning Committee Meeting – Cancelled

3. Finance Committee Meeting – February 26th, 2013
   Mr. Donek said there was two action items
   - The Special Moorage rate for the M/V Malaspina
   - The FY 14 moorage rates.

   The information items were lease reviews and ADOT property activities.

4. Member Reports
   Mr. Busch said Pacific Pile and Marine is not scheduled to complete Statter Harbor until May 15th. With the first cruise ship arriving on May 2ND, this will impact operations at Statter Harbor. The fuel dock is also not scheduled to be completed until June 1st.

IX. PRAC Representative Report
Ms. Hood said at PRAC's February 5th meeting, it was decided that the management plan presented by the PRAC director that allows 16' or less motor vessel with 10 hp or under would be supported if additional funding were provided by the Assembly that education would be required before permitting use of Auke Lake and a full time Ranger position to monitor and enforce the provisions be provided for.

X. Port Engineers Report
Mr. Gillette was on vacation

XI. Harbormaster's Report
Mr. Tajon said there was electric issues over the weekend at Statter Harbor that could have been caused by wave action, and Anchor Electric fixed.
The Seattle Boat show attendance was down by 2%.
The white crane will be out of commission for about six to eight weeks.
Pacific Pile and Marine just started putting in A and B floats.

XII. Port Director's Report

Mr. Uchytil said Statter Harbor contractor is about a week ahead of schedule.

The Harbormaster and staff is working with all the user groups at Statter Harbor to find solutions with shortage of available real estate.

Mr. Uchytil said he met with the Juneau Legislative Delegation and staff is very supportive of all of Docks and Harbors projects.

He said he received all the necessary paperwork to move forward with the South Franklin St. expansion project. This is the uplands work consisting of removing the sidewalk.

He said he asked the Deputy Port Engineer to look into an e-mail he received from a concerned citizen about waking issues for PPM Construction barge.

Mr. Uchytil said he contacted the Coast Guard and they will put out a broad cast notice to mariners.

There was a successful vendor booth auction that was held this month.

There will be a pre-season meeting with the vendor permit holders and the A & B loading zone permit holders in April.

16B is moving forward, the period for any more appeals for the conditional use permit has run out. Staff is moving forward with the 65% review, the meeting is next week.

The City Clerk's office has solicited the panelists for the 1% for art. JAHC has two panel members that have been named. Mr. Uchytil requested to the City Manager to nominate Kirby Day to represent industries interest. Docks and Harbors will have the opportunity to nominate someone. Left are two nominations that the Assembly will make.

Mr. Uchytil said he is a member of American Society of Civil Engineers Local Chapter and the Visitor Center was nominated as the project of the year. It came in as runner up, and Docks and Harbors received a plaque.

Mr. Uchytil said he testified as the vice president representing AAHPA on a pending bill to modernize language in State law which allows municipalities to take action on derelict and abandoned vessels.

Mr. Uchytil said he had a meeting with Mr. Ed Page from Alaska Marine Exchange regarding the Alaska Maritime Service Building. Mr. Page has been meeting with members of the Legislation for funding for this building.

Mr. Uchytil said Mr. Page will testify at a meeting on Tuesday.

The Petro Marine lease will go to the Assembly on Monday as a non-agenda item.

City Law has almost completed the Liberty Lease.

The Harbormaster is participating in the Maritime Festival again this year on May 19th at the Brickyard.

Mr. Williams said he heard that the stalls that were going to be used for the charter boat operators at Statter Harbor have been given out and he just wants to make sure the Charter operators are still going to get the space they need.

Mr. Tajon said the original spaces have been given out, but other areas are being discussed to make sure they will work for the Charter Boat Operators.

XIII. Assembly Liaison Report- Mr. Jones said he had nothing to report.

XIV. Committee Administrative Matters

a. Operations Committee Meeting – Next meeting is March 19th, 2013 at the Assembly Chambers at 5:00 p.m.
b. CIP/Planning Committee Meeting – Next meeting is March 21st, 2013 in the Assembly Chambers at 5:00 p.m.
c. Finance Committee Meeting – Next meeting is March 26th, 2013 in CBJ Room 224 at 5:00 p.m.
d. Board Meeting – Next meeting is March 28th, 2013 in the Assembly Chambers at 5:30 p.m.

XV. Adjournment

The regular Board Meeting adjourned at 6:35 p.m.

Port of Juneau

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

To: Docks & Harbors Board
From: Dwight Tajon- Harbormaster
Date: March 20, 2013
Re: Charter Vessel For-Hire Loading Operations

Four loading zone concepts were proposed to the Operations Committee on March 19,2013. The concepts were an attempt to make up for 130 feet of lost loading zone due to the construction of the new preferential moorage facility.

Concept A: 503 feet of space in different locations near the harbor office.

Concept B: 250 feet of space in two different locations.

Concept C: 250 feet of space towards the end of the existing transient A-float.

Concept D: 120 feet of space in conjunction with 4 stalls on the new A-float in the 42 foot section from May 1 – Sept 30. (stalls 1-4)

The Operations Committee approved only 130 feet of space near the end of the existing A-float, for general use as a loading zone and allowed the DeHarts customers to retain the new stall assignments for 70 vessels.

05 CBJAC 25.010- Designated Moorage Areas. At any time during the year, the harbormaster, in his discretion, may designate moorage areas within the harbor for specific uses, such as the loading and unloading of passengers, crew, or cargo, fish cleaning, boat repair. Commercial, recreational, and other types of moorage.

Recommendation:
The Docks & Harbors Board approves use of 130 lineal feet from the end of the old A-Float, towards the main float, as a general active loading zone at Statter harbor from May 1st to Sept. 30th , as outlined in ***05 CBJAC 25.050- Docks and Harbors Board Approval. Prior to administering moorage as set out in sections 10 through 040 of this regulation, the harbormaster shall obtain the approval of the docks and harbors board.***

JuneauEmpire.com

Major changes proposed at Auke Bay

Changes aim to return harbor's emphasis to transient boats

Posted: Thursday, December 16, 2004

By I-CHUN CHE
JUNEAU EMPIRE

When the Don D. Statter Harbor was built in 1986, it was for transient users, not the live-aboards that now line it as well.

Juneau port officials are proposing a series of changes to return the Auke Bay harbor's emphasis to transient boats.

The Juneau Docks and Harbors Board wants to impose a daily rate in the summer, between May 1 and Sept. 30.

Under current regulations, with a summer monthly permit, a person pays $4.88 per day for a 25-foot-long boat. The new regulation would require the owner to pay $6 a day, no matter how many days the boat moors at the harbor.

"We are looking at a 3 to 5 percent revenue shortage," said Port Director John Stone. "We don't have revenues to improve our facilities. Going to a daily rate will increase our revenues."

The new regulations would require all vessels to leave Statter for 15 days after a 30-day stay. A boat could stay at Statter for the maximum of two months in the summer. Right now, boaters have to leave for a minimum of 24 hours every 10 days but there is no maximum stay.

In the winter, the harbormaster would set up a lottery for winter space allocation. The harbormaster would accept applications in August and assign moorage by lottery by Sept. 30.

Some users of Statter Harbor are upset about the rate increase.

"The city just wants rich people there. They are squeezing out the little guys," said Lowell Ellis, a 58-year-old commercial fisherman who moors his boat at Statter. "There are more and more tourist operations at the harbor. They should pay to build their own harbor."

Kurt Dzinich Sr., who was involved in drafting the moorage policy for Statter Harbor in the late 1980s, said the new policy gives the harbormaster too much discretion over who gets the moorage.

Levon Alexander, who has a live-aboard boat at the harbor in winter, is one user who supports the new regulations.

"Whenever you allow permanent moorage in a harbor, it will be clogged with boats people don't use as boats. A lot of them are not seaworthy," Alexander said. "John Stone is just making the port nice and clean as a port should be. I am all for it."

• I-Chun Che can be reached at ichun.che@juneauempire.com.

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My Turn: A shock in the harbor

Posted: Wednesday, January 26, 2005
By SCOTT MILLER

Proposed changes in Juneau harbor fees were discussed in I-Chun Che's recent article ("Board considers liveaboard hike," Juneau Empire, Jan. 7). However, the impact of changes on resident vessels that use the Don Statter Boat Harbor were not made clear. This is because the Docks and Harbors Board is considering Statter management changes separately from fee increases. I have analyzed the two actions, taken together. The results are shocking.

Statter fees are assessed differently for summer (May-September), and winter. During summer, wait-listed vessels in transient space at Statter have been paying $5.25 per foot per month, while permanent slip holders, and wait-listed vessels in transient space downtown have been paying about $1.75 per foot per month year-round. The justification has been that Statter is a high-demand facility in summer. Prior to this winter, waitlisted vessels at Statter have paid prorated annual moorage rates during winter and other vessels have paid seasonal rates. The prorated annual rate was equivalent to the rates paid, during winter, for downtown space so that equality between harbor patrons was maintained.

The proposed changes to Statter management include, among other things, a switch from monthly fees to daily fees in summer, a switch from prorated annual or seasonal fees to monthly fees in winter, revision of the three-day and 10-day docks, an open lottery system to assign space and power in the winter, and allowing the harbormaster to take reservations for breakwater space.

The switch to daily fees ($.35 per foot per day) this summer would change the $5.25 per foot per month fee charged last summer to about $10.50 per foot per month ($.35 times 30), or a 100 percent increase in a single year. If this change is adopted, the Statter summer rate will be more than double the current local "market rate" of $5 Fishermen's Bend charges. In contrast, the downtown rate will increase to about $2.57 per foot per month for my vessel.

The proposed 10-cent annual increases in the daily rate in each of the coming years will increase the summer per-foot per-month equivalent rate to approximately $13.70, $16.70, $19.70, and $22.80 by 2009. Downtown will increase to about $3.10, $3.70, $4.20 and to $4.80 by 2009. By 2009, I will be required to pay over $1,000 per month to moor my vessel at Statter in the summer, versus $211 per month downtown. Statter patrons will be paying nearly five times more in summer than downtown patrons.

In winter, Statter rates will become monthly, while downtown patrons continue to pay the same annual rates shown above. The annual increases in monthly per-foot rates, beginning July 1, are proposed at $6, $7.5, $9, $10.50, and $12 by 2009. These fee increases will make Statter the highest-cost facility in Southeast Alaska and even higher than Seattle's Shilshole Bay.

Many people will try to move downtown and further crowd the situation there. Ironically, visiting boaters have told me that they prefer downtown to Auke Bay so we may be making the situation worse for them. Those who can trailer their boats will probably do so, further crowding the launch ramps. Ultimately, these fee increases may prompt a contraction in the marine-based economy of Juneau simply because people will have far less money in their pockets to spend on bait, gear and fuel. And those of you with nice waterfront views may be seeing quite a few boats at anchor in front of your property.

Those of you with moorage at Fishermen's Bend can expect some hefty increases in your moorage fees if these Statter changes are adopted. Come to think of it, if I were negotiating for Deharts, I would double the asking price. Think about it. If the Docks and Harbors Board uses its monopoly power to push through an immediate doubling of rates, then so can the private sector.

If you feel that these changes for Statter are unfair and unjustified, I urge you to testify at the Public Hearing scheduled for 7 pm Thursday Jan. 27 in the Assembly Chambers. I will be there taking names of those who are interested in starting a Statter Harbor association.

JuneauEmpire.com

My Turn: Manage harbor for residents

Posted: Tuesday, December 21, 2004

By KIRK MILLER

Local boaters who actively utilize Statter Small Boat Harbor in Auke Bay are encouraged to take notice of potential regulation changes that are being proposed by the Juneau Docks and Harbors Board. Among other things, the present proposal includes the following changes to moorage activities at Statter Harbor: authority to designate moorage zones for specific uses; reservations for moorage at the floating breakwater; change the allowable moorage time from 10 days to 30 days in any 45-day period during the summer; allow assigned moorage stalls from Oct. 1 through April 30.

Designating specific moorage use zones could either be of benefit or hindrance depending on how this is implemented. The present language of this rule change is not entirely clear and it appears to encompass many uses. If the end result is more exclusive loading space for large tour boats, then the private boater will be shortchanged. All loading zones should be made available to all boats on a first come, first served basis.

Statter Harbor has operated since its inception under a transient policy. The current moorage rules are convenient for use by the general public for boat owners who do not have permanent moorage stalls. The present three- and 10-day areas allow continual movement of boats and thus opening of stalls for others. Allowing 30-day moorage during the summer without the vessel moving will greatly impact the "regular folks" who need short-term moorage. The extension of moorage time to 30 days will encourage long-term moorage and will result in less space for the short-term users.

Reservations for space on the outer breakwater should not be permitted. Reservations will be predominately utilized by large, nonresident yachts. During the summer months, much of the outer breakwater is already occupied by large vessels. These mega-yachts often sit idle for long periods of time until their owners decide to fly up for a short vacation. Often, the breakwater is the only remaining area to moor when coming in late or during busy weekends. Allowing reservations will result in significant moorage losses to local boaters.

The winter management portion of these rule changes is also cause for some concern. Under the proposed changes, permanent stalls will be assigned on lottery basis from Oct. 1 through April 30. The harbor experiences a fair amount of activity throughout the early king salmon season and the later crab and deer seasons. If winter stalls are approved, it should be modified to only encompass the time period from Jan. 1 through March 31. In lieu of assigning permanent stalls, the board might consider allowing longer moorage times during the winter season instead of assigning stalls. Furthermore, the proposed rule does not clearly state how much of the available harbor space will be allowed for designated stall use. Over time, the entire harbor might very well be taken up with permanent stalls during the winter months.

A complete copy of the proposed regulations changes can be found on the city Web site or at any of the harbor offices. Public comments are being accepted on this matter until Jan. 14. Please take the time to review the proposed changes and comment to the Docks and Harbors Board. Statter Harbor is a tremendous asset to the community in the respect that it allows a wide variety of boaters short-term moorage.

I urge the board to continue to operate Statter Harbor in a manner similar to what presently exists - maintain turnover of boats in order to allow as many boaters as possible to use the harbor. As a frequent user of the harbor, I can attest that it is not often when the harbor is underutilized or otherwise empty of boats. Perhaps changes to the existing moorage rules are in order to better manage the facility, but not to the extent that is presently proposed. The rule changes as presently outlined will not increase revenue and it would be a great disservice to the local recreational and commercial fishing fleet who have limited opportunities for transient boat moorage in this community. Let's operate the harbor to serve the residents of Juneau.

• Kirk Miller lives in Juneau and is a civil engineer with the Alaska Department of

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CITY/BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY

Port of Juneau

To: Docks and Harbors Finance Committee

CC:

From: John M. Stone, P.E. Port Director

Date: May 26, 2011

Re: Statter Preferential Moorage Draft Plan

At its May 24, 2011 meeting, the Committee reviewed my May 19, 2011 memo concerning management of preferential moorage for the new moorage floats at Statter Harbor. The Committee asked that I return with a plan memorializing the Committee's discussion. This memo sets out the plan.

Initial Assignments

When the new floats are ready to be occupied, CBJ will assign moorage based on a lottery system. There will be two lottery pools. One lottery pool will consist of patrons that were assigned moorage on the day that CBJ purchased Deharts Marina (see exhibit 1). This pool will be subdivided into owners qualifying for 32' and 42' slips. We will draw a number for each patron. Patrons will select a moorage slip based on their number with lowest number selecting first. After the patrons in Exhibit 1 have selected moorage, we will repeat the process for a second lottery pool consisting of patrons that were assigned moorage after CBJ took ownership of Dehart's Marina (see exhibit 2). Patrons that do not select moorage within a designated time will be assigned moorage by the Harbormaster.

I believe the authority provided to the Port Director and Harbormaster pursuant to CBJ Ordinance 85.10.020, 85.10.050(g) and the administrative regulations set out in 05 CBJAC 40 are adequate to undertake the reassignment process described herein and that no additional regulations are necessary to perform this task.

Seasonal Moorage Assignments

Pursuant to the direction of the Committee, we will allow for seasonal moorage assignments to remain in effect for one moorage year after the new moorage area is occupied. After this grace period, seasonal moorage holders will need pay for their moorage assignments on full year basis in order to keep their stall assignment.

Fees

Fees will be charged the same as they are in the rest of the harbor system. This requires that moorage holders pay for moorage based on stall length or boat length, whichever is more.

Stall Transfer with Sale of Vessel

The administrative regulation listed in 05 CBJAC 40.065 allows patrons at Dehart's Marina that were assigned moorage on the date that CBJ took over ownership to transfer their stall assignment along with the sale of their vessel. The Committee recommended that this provided by repealed. Therefore, the Board should repeal this regulation.

Unassigned Stalls

It looks like there will be at least seven 32' and two 42' stalls available after the initial assignments are completed. Since the new moorage facility will eliminate much of the existing loading zone, we recommend these stalls be held open pending completion of the passenger for hire facility.

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

Attachments

CBJ DOCKS & HARBORS
FINANCE COMMITTEE MEETING MINUTES
For Tuesday, June 28, 2011

I. Call to Order.

Eric Kueffner called the Finance Committee Meeting to order at 5:04 p.m. in room 224 of the Assembly Building.

II. Roll Call.

The following members were present: Greg Busch, Tom Donek, Kevin Jardell, Wayne Wilson, Jim Preston and Eric Kueffner.

The following members were absent: Don Etheridge and Cheryl Jebe.

Also in attendance were the following: Phil Benner-Harbormaster and Ruth Danner-Assembly Liaison.

III. Approval of Agenda.

MOTION by Mr. Busch: TO ASK UNANIMOUS CONSENT TO APPROVE THE AGENDA AS PRESENTED.

The motion passed without objection.

IV. Public Participation on Non-Agenda Items.

There was none.

V. Approval of previous meeting minutes.

Hearing no objection, the minutes of the May 24, 2011 Finance Committee Meeting were approved as presented.

VI. Items for Action.

1. Statter Harbor Preferential Moorage Plan.

Mr. Benner gave a recap of a memo dated 5/26/2011 from John Stone. The memo sets out a plan for a lottery to assign moorage to current Deharts slip holders including a grace period for seasonal slip holders. The funding has not yet been approved so this project looks like it may be two years out.

Mr. Donek asked about hot berthing which is not mentioned in the memo.

Mr. Benner said we will be using the new moorage for hot berthing.

VI. Items for Action. (Continued)

Mr. Preston asked if the Board needed a regulatory change to change the existing policies for Deharts to the current harbor regulations.

Mr. Benner said he would check with John Hartle, City Attorney.

Mr. Donek said we may need to remove the Deharts portion from the regulations.

Mr. Benner said the two slips on the main float will be kept out of the lottery initially. The previous objection to using the old loading zone portion for assigning small slips was more about confusion that it is a loading zone.

Mr. Wilson said there was a suggestion to use the current skiff area in Statter for the undersized vessels.

Mr. Preston said the loading area will be reduced by half when the new floats are put in. There should be a way to create some usable loading zone with extra floats available.

Mr. Donek asked about the fuel float. Could some of the old Deharts floats be used for commercial loading.

Mr. Benner said we are already in negotiations with Petro Marine for a new fuel float and that will probably be ready before the new floats.

Mr. Benner suggested closing Deharts this winter and opening it back up next summer and next fall sending out letters about the lottery with two months to respond so the patrons will have their new spaces before the new floats are finished.

Mr. Busch asked if we needed a new policy to change the seasonal slip holders to annual.

Public Testimony

Chris White-Deharts Patron

Mr. White was concerned about the handicap loading zone. How will we address the fee payment if the facility will be closed for the winter.

Mr. Donek said he assumed the new floats will be similar to what we have in Harris Harbor with breaks in the railing.

Mr. Benner said we will have some kind of handicap access.

VI. Items for Action. (Continued)

Mr. Kueffner said we certainly have room in Statter for Patrons keeping vessels in the water year round when we close Deharts.

Mr. Benner said unfortunately there are no meters in Statter Harbor and power can only be provided on a monthly basis.

Mr. Donek asked if this item needed action tonight.

Mr. Kueffner said he did not feel it needed action.

Mr. Benner said originally we thought we would be starting the new floats this fall, now it is two years out so we have more time.

Mr. Wilson said he understood there would be 7 extra slips after all the Deharts patrons are assigned. Can a commercial vessel that has a slip there load right at their slip?

Mr. Jardell asked how we would get this information out to the patrons.

Mr. Preston said we could send out the memo in a mailing and we could remove the unassigned stalls portions.

Mr. Donek said he would like the memo to include the fact that the regular harbor regulations will apply after the new slips have been assigned and also something addressing hot berthing. We should also include the fact that there will no longer be locked gates.

Mr. Kueffner suggested not publishing the current version of the memo and incorporating the suggested items into a new version of the memo.

2. Small Harbor Transient Moorage Reservation.

Mr. Benner said he would like to expand on the ability to take reservations for vessels in the regular harbors. Right now we can only take reservations at the JVF float and the Statter Breakwater. We charge more for the reserved moorage and the availability of reserved moorage could help entice boaters to come to Juneau.

Mr. Busch asked if we would be dedicating more moorage area in Statter Harbor for reserved moorage.

Mr. Benner said he was considering this specifically for the Down Town Harbors where the cruisers want to be.

Ms. Danner asked what would happen if we overbooked.

Presented by: The Manager
Introduced:
Drafted by: J.W. Hartle

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2012-49

An Ordinance Amending the Land Management Code.

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

Section 1. Classification. This ordinance is of a general and permanent nature and shall become a part of the City and Borough Code.

Section 2. Amendment of Chapter. CBJ 53.09 Land Management Code is repealed and reenacted to read:

53.09.200 ~~Methods of disposal~~ *General*.

(a) *Methods of disposal.* City and Borough land may be ~~disposed of~~ *conveyed* by ~~lease~~, lottery ~~sale~~, auction ~~sale~~, over-the-counter sale, negotiated ~~development~~ sale, sealed ~~competitive~~ bid, land exchange, ~~and such~~ *or* other methods as the assembly may approve by ordinance. ~~for a specific disposal. Generally, parcels should not be disposed of prior to any required classification and inclusion in a land management plan. The assembly, by resolution, may place special conditions on any disposal of land, which conditions may be different from or changes to the conditions set forth in this title. Lands may not be sold, leased, or otherwise disposed of until the land has been zoned.~~ ~~(b) Upon adoption of the plan, the manager is authorized to commence with procedures for disposal of those parcels of land identified therein for disposal in a~~

~~specific calendar year. The method of disposal shall be as set forth in the plan. Lottery, auction, and over-the-counter disposals of residential and residential-recreational land shall be conducted with concurrence of the assembly. Procedures, including the introduction of ordinances or resolutions, for other disposals shall be initiated by the manager in a timely manner. The manager shall propose in the budget sufficient funds to meet the expenses of subdivision development, sale, and related activities.~~

(b) Inclusion in Land Management Plan. Except for property acquired by tax foreclosure or reconveyance agreement, real property should not be conveyed prior to inclusion in a land management plan.

(c) Satisfaction of CBJ 53.09.260(a). Real property recommended for negotiated sale in an assembly-adopted management plan shall be deemed to have satisfied CBJ 53.09.260(a) Sales, leases, and exchanges by negotiation or competitive proposal.

(d) Ordinance. Terms and conditions for each land sale shall be approved by the assembly by ordinance.

(e) Sale price. Except as provided in CBJ 53.09.260, Disposals for public use, the sale price for City and Borough land shall not be less than market value as determined by the manager.

(f) Sales brochure. The manager shall prepare, and make available to the public, a sales brochure detailing the terms and conditions of sale for competitive land sales.

(~~e~~ *g*) Qualification. To qualify ~~to register for a lottery~~ *for a land* sale, the applicant must be an individual 18 years of age or older *at the time of registering for the sale or a business, licensed to conduct business in the State of Alaska.* No person *or business entity* may apply *for, or purchase, a parcel offered for sale* if ~~that person~~

~~has won a right within the preceding ten years to purchase a parcel on a prior City and Borough lottery sale or if~~ he or she has defaulted on a prior ~~lottery, auction, over-the-counter or other sale~~ *purchase* of City and Borough property *within the five years preceeding the proposed sale.* To qualify for a parcel, the registrant *or authorized agent* must be present at the *lottery, auction, bid opening, or over-the-counter sale.*~~drawing.~~

(h) *Agent.* An agent *participating* ~~bidding~~ for a*nother person or entity* ~~corporation~~ shall identify himself or herself as an agent, submit a written agency agreement, power of attorney, or other document showing the agent's authority, and shall identify the agent's principal. *This information shall be available to the other participants.*

(i) *Disqualification. The manager may disqualify from participating in a land sale conducted under CBJ 53.09.210 - .250 lottery, auction, over-the-counter and sealed bid sales, any person who willfully violates the provisions governing bidder, applicant, or purchaser qualifications.*

(j) *Public notice and marketing. Not less that 45 days before the date of a land lottery, auction, sealed bid opening, or the commencement date of an over-the-counter sale, the manager shall place an advertisement providing notice and a description of the sale in a newspaper of general circulation in the municipality, which shall run one day per week for at least four consecutive weeks. The manager may use whatever additional advertising media, format, or frequency he or she determines will best inform the public of the sale and most advantageously market the property.*

(~~g~~*k*) Deposit. Prior to *the close of business* ~~4:30 p.m.~~ on the day of the ~~drawing,~~ *lottery, auction, or bid opening*, the buyer or the buyer's agent shall provide the City and Borough a ~~good faith deposit~~ *non-refundable down payment* equal to five percent of the purchase price, *submit any proof of buyer's qualification, and execute the purchase agreement and other required documentation as stated in the sales brochure.* The deposit shall be in cash or by check or similar instrument. If the buyer fails to prove the buyer's qualifications or to tender ~~an additional five percent of the purchase price~~*the required down payment* or to execute the necessary ~~note deed of trust, development agreement, purchase agreement or other instruments necessary~~ *purchase agreement or other instruments* to close the sale ~~within 30 days of the lottery winning announcement~~, or if the check does not clear, the sale is void, ~~the City and Borough shall retain the five-percent deposit as liquidated damages,~~ and all rights of the buyer in the property arising out of the sale are terminated. Unless specifically provided otherwise by the manager in writing, the buyer shall have no right of possession to the property until all necessary notes, security and other instruments necessary to close the sale have been executed and the sale closed.

(~~h~~*l*) Payment of balance. The balance shall be paid *over a period not to exceed ten years* in ~~ten~~ equal annual, *quarterly, or monthly* payments of principal and interest with interest on the unpaid balance at a rate ~~equal to 90 percent of the prime rate at the beginning of the week of the drawing of any major bank in Seattle, Washington, selected by the manager, unless~~ *established by* the assembly ~~establishes a different rate by motion acted on as a separate item of business~~ *by ordinance.* The manager may *direct loan payments to a bank of his or her choice and establish service fees, the payment of which shall be the purchaser's responsibility.* ~~authorize payments in quarterly or monthly installments and may establish a service fee for such installment payments.~~ There shall be no prepayment penalty. ~~If the balance of the principal is paid~~

~~before due that final principal and interest payment may be reduced by an amount equal to one tenth the principal amount due.~~

(~~i~~*m*) Subordination. The manager ~~may~~ *shall not* subordinate the security interest of the City and Borough to that of a*nother* ~~construction or purchase money~~ lender. ~~if the sum of such loan and the balance owing the City and Borough and all other secured parties is less than 90 percent of the sum of the value of the land existing improvements and improvements to be constructed on land with the proceeds of the loan.~~

(~~d~~*n*) Application form and *registration* fee. The application shall be on ~~the~~ *a* form provided by the City and Borough. A nonrefundable registration fee ~~of $15.00 for each parcel or pool applied for~~ must accompany the application. ~~If a person's name is drawn at the lottery, all other registrations made by that person are thereby canceled. Registration fees are not refundable after the close of business of the last day upon which registrations may be received. From time to time, the manager may adjust the registration fee to reflect changes in the cost of municipal services.~~

~~**53.09.210 Tax foreclosed land.**~~

(o) Tax foreclosed land. Applicable provisions of state law shall govern the disposal of land acquired by tax foreclosure to the extent state law and this chapter are in conflict on such disposals.

53.09.~~220~~*210* Lottery sales.

~~(a) Conducted by manager. Lottery sales shall be conducted by the manager and may be conducted in conjunction with the disposal of other lands by different methods. The lottery drawing may be site-specific or may be for the right to choose from among lots placed in a pool. The manager shall prescribe and publish rules for the conduct of~~

~~lottery sales. The manager may disqualify any person who willfully violates such rules or the provisions of this chapter.~~

~~(b) Advertisement. Before the lottery drawing, the manager shall place a display advertisement in a newspaper of general circulation in the City and Borough, which shall run for one day per week for six consecutive weeks. The manager shall provide for at least one other method of public notice through the media. The display advertisement shall contain a general description of the types and locations of parcels available, the terms and conditions of purchase, the last day upon which a person may register for the lottery, the date and place the lottery will be conducted, and the name, address and telephone number of the person or office to contact for registration or further information. The drawing shall take place no sooner than one week nor later than three weeks after the last day the sixth required advertisement is published.~~

~~(c) Application. Prior to the close of business of the last day upon which registration may be received, the City and Borough must receive a completed application for each drawing in which the applicant desires to participate. The application must be accompanied by a registration fee. An applicant may not file more than one application on each parcel or pool.~~

(~~d~~*a*) ~~Application form and fee. The application shall be on the form provided by the City and Borough. A nonrefundable registration fee of $15.00 for each parcel or pool applied for must accompany the application.~~ *The nonrefundable registration fee for each lottery parcel applied for is $25.00 and must accompany the application. An applicant may not file more than one application on any parcel. The manager shall conduct the lottery drawings in an order based on the number of applications per parcel, starting with the highest.* ~~If a person's name is drawn at the lottery, all other registrations made by that person are thereby canceled. Registration fees are not refundable after the close~~

~~of business of the last day upon which registrations may be received. From time to time, the manager may adjust the registration fee to reflect changes in the cost of municipal services.~~

~~(e) Qualification. To qualify to register for a lottery sale, the applicant must be an individual 18 years of age or older. No person may apply if that person has won a right within the preceding ten years to purchase a parcel on a prior City and Borough lottery sale or if he or she has defaulted on a prior lottery, auction, over-the-counter or other sale of City and Borough property. To qualify for a parcel, the registrant must be present at the drawing.~~

~~(f) Sale price. The sale price of a lot won in a lottery shall be the appraised value as determined by the City and Borough not more than 90 days prior to the drawing.~~

~~(g) Deposit. Prior to 4:30 p.m. on the day of the drawing, the buyer or the buyer's agent shall provide the City and Borough a good faith deposit equal to five percent of the purchase price. The deposit shall be in cash or by check or similar instrument. If the buyer fails to prove the buyer's qualifications or to tender an additional five percent of the purchase price or to execute the necessary note deed of trust, development agreement, purchase agreement or other instruments necessary to close the sale within 30 days of the lottery winning announcement, or if the check does not clear, the sale is void, the City and Borough shall retain the five-percent deposit as liquidated damages, and all rights of the buyer in the property arising out of the sale are terminated. Unless specifically provided otherwise by the manager in writing, the buyer shall have no right of possession to the property until all necessary notes, security and other instruments necessary to close the sale have been executed and the sale closed.~~

~~(h) Payment of balance. The balance shall be paid in ten equal annual payments of principal and interest with interest on the unpaid balance at a rate equal to 90 percent~~

~~of the prime rate at the beginning of the week of the drawing of any major bank in Seattle, Washington, selected by the manager, unless the assembly establishes a different rate by motion acted on as a separate item of business. The manager may authorize payments in quarterly or monthly installments and may establish a service fee for such installment payments. There shall be no prepayment penalty. If the balance of the principal is paid before due that final principal and interest payment may be reduced by an amount equal to one tenth the principal amount due.~~

~~(i) Subordination. The manager may subordinate the security interest of the City and Borough to that of a construction or purchase money lender if the sum of such loan and the balance owing the City and Borough and all other secured parties is less than 90 percent of the sum of the value of the land existing improvements and improvements to be constructed on land with the proceeds of the loan.~~

53.09.230 Auction sale.

(a) ~~Conducted by manager. Auction sales shall be conducted by the manager and may be conducted in conjunction with the disposal of other lands by different methods.~~ The auction shall be an outcry auction. ~~The manager shall prescribe and publish rules for the conduct of auction sales. The manager may disqualify any bidder who willfully violates any such rules or the provisions of this chapter.~~

~~(b) Advertisement. Before the auction sale, the manager shall place a display advertisement in a newspaper of general circulation in the City and Borough, which shall run for one day per week for six consecutive weeks. The manager shall provide for at least one other method of public notice through the media. The display advertisement shall contain a general description of the types and locations of parcels available, the terms and conditions of purchase, the date and place the auction will be conducted, and~~

~~the name, address, and telephone number of the person or office to contact for further information. The auction shall be conducted not sooner than one week nor later than three weeks after the last day the sixth required advertisement is published.~~

(~~c~~*b*) Registration. Prior to bidding on any parcel, a bidder *or the bidder's agent* shall register with the auctioneer or the auctioneer's designee and be given a bidder identification. ~~An agent bidding for a corporation shall identify himself or herself as an agent, submit a written agency agreement, power of attorney, or other document showing the agent's authority, and shall identify the agent's principal. The auctioneer shall announce to those present the names of the agent and the principal.~~

~~(d) Qualification. To qualify to register and bid at an auction sale an individual must be 18 years of age or older, have a state domicile, and be present at the auction; a corporation must be registered to do business in the state. No person, corporation, or other association may register or bid if they have defaulted on a prior lottery, auction, over-the-counter, or other sale of City and Borough property. Individuals, partnerships and other unincorporated associations may not bid through an agent. Bids submitted by partnerships and other unincorporated associations shall be submitted by a member or officer authorized to do so. No individual or corporation or other association which has been a successful bidder in an auction may bid on or purchase another parcel at the same auction.~~

(~~e~~*c*) *Minimum bid.* The minimum acceptable bid shall be the ~~appraised~~ *market* value as determined by the City and Borough *manager.* ~~not more than 90 days prior to the auction.~~

~~(f) Deposit. Immediately upon the announcement of the winning bid, the successful bidder shall provide the City and Borough a good faith deposit equal to five percent of the purchase price. The deposit shall be in cash or by check or similar instrument. If the~~

~~buyer fails to prove the buyer's qualifications, or to tender an additional five percent of the purchase price or to execute the necessary note, deed of trust, development agreement, purchase agreement or other instruments necessary to close the sale within 30 days of the date of the auction, or if the check does not clear, the sale is void, the City and Borough shall retain the five-percent deposit as liquidated damages, and all rights of the buyer in the property arising out of the sale are terminated. Unless specifically provided otherwise by the manager in writing, the buyer shall have no right of possession to the property until all necessary notes, security and other instruments necessary to close the sale have been executed and the sale closed.~~

~~(g) Reoffering of parcels. Immediately upon the sale of the last parcel to be auctioned at the auction sale, the auctioneer shall determine whether any bidder other than the successful bidder on the last parcel has failed to make a five-percent deposit. The auctioneer may reoffer any lot which was previously the subject of a successful bid but for which the successful bidder has failed to make the required five-percent deposit. The bidder who has failed to make the required deposit prior to the sale of the last parcel shall have no further rights in the lot once the auctioneer has opened bidding on the parcel the second time. If the successful bidder on the last parcel has not made a deposit within a reasonable time, that lot may be reoffered.~~

~~(h) Payment of balance. The balance shall be paid in ten equal annual payments of principal and interest with interest on the unpaid balance at a rate equal to 90 percent of the prime rate at the beginning of the week of the drawing of any major bank in Seattle, Washington, selected by the manager, unless the assembly establishes a different rate by motion acted on as a separate item of business. The manager may authorize payments in quarterly or monthly installments and may establish a service fee for such installment payments. There shall be no prepayment penalty. If the balance~~

~~of the principal is paid before due, that final principal and interest payment may be reduced by an amount equal to one-tenth the principal amount due.~~

~~(i) Subordination. The manager may subordinate the security interest of the City and Borough to that of a construction or purchase money lender if the sum of such loan, and the balance owing the City and Borough and all other secured parties is less than 90 percent of the sum of the value of the land, existing improvements and improvements to be constructed on land with the proceeds of the loan.~~

53.09.240 Over-the-counter sales.

(a) Lands available. Parcels ~~which have been offered in a lottery but not taken, parcels which did not receive the minimum acceptable bid at an auction~~ ~~*or sealed bid opening*~~~~, parcels which have been previously disposed of by~~ ~~*lottery,*~~ ~~auction or~~ ~~*sealed bid opening,*~~ ~~lottery and which have been repossessed or foreclosed upon by the City and Borough, unless the foreclosure procedure involved a public auction or sale, and parcels for which the successful lottery~~~~*, a bid opening,*~~ ~~or auction purchaser has failed to provide the~~ ~~*required down payment*~~ ~~initial or additional five percent of the purchase price or to execute the necessary instruments within the 30 days required~~~~*, within the time period stated in his or her purchase contract,*~~ ~~and parcels sold to individuals or organizations not qualified to apply or bid shall be~~ *may be made* available for over-the-counter sales under such procedures as the manager may prescribe.

~~(b) Advertisement. Before the over-the-counter sale, the manager shall place a display advertisement in a newspaper of general circulation in the City and Borough which shall run for one day per week for six consecutive weeks. The advertisement shall contain a general description of the types and locations of parcels available, the terms and conditions of purchase, the date and place the land will be made available for over-~~

~~the-counter sale, and the telephone number of the person or office to contact for further information. The first day upon which lands may be made available for over-the-counter sale shall be not sooner than one week nor later than three weeks after the last day the sixth required advertisement is published.~~

(~~c~~*b*) ~~Qualification~~ *Sale procedure*. ~~To qualify to purchase property over-the-counter, the purchaser must be an individual 18 years of age or older, and must be a resident of the state and be present at the place designated for the sale; provided, beginning the fifth working day following the first day upon which a parcel is made available for over-the-counter sale, purchase may be made by an agent of an individual. No person may apply if that person has defaulted on a prior lottery, auction, over-the-counter or other sale of City and Borough property.~~ The manager shall establish a method of determining who has first and subsequent chance of *purchasing* parcels among those who are present at the time over-the-counter parcels are first available.

(~~d~~*c*) ~~*Minimum sale price*. The sale price for parcels which have been offered in a lottery*, auction, or sealed bid sale* shall be the appraised *market* value. The sale price for parcels for which a minimum acceptable bid was not obtained at an auction *or through a sealed bid,* shall be the appraised *market* value. The sale price for parcels on which a bid was accepted at auction shall be the higher of the accepted price bid or the appraised value. For purposes of this section, the term "appraised value" is the value determined by an appraisal made or updated not more than 90 days prior to the sale under this section.~~

~~(e) Deposit. As a part of an application for an over-the-counter sale, the buyer shall provide the City and Borough a good faith deposit equal to five percent of the estimated purchase price plus the cost of an appraisal or appraisal update, if one is required. The deposit shall be in cash or by check or other instrument. If the buyer fails to tender an~~

~~additional five percent of the purchase price and to execute the necessary note, deed of trust, development agreement, purchase agreement, or other instruments necessary to close the sale within 30 days of the application and deposit, or if the check does not clear, the sale is void, the City and Borough shall retain the five-percent deposit as liquidated damages, and all rights of the buyer in the property arising out of the over-the-counter sale application are terminated. Unless specifically provided otherwise by the manager in writing, the buyer shall have no right of possession to the property until all necessary notes, security and other instruments necessary to close the sale have been executed and the sale closed.~~

~~(f) Payment of balance. The balance shall be paid in ten equal annual payments of principal and interest, with interest on the unpaid balance at a rate equal to 90 percent of the prime rate at the beginning of the week of the drawing of any major bank in Seattle Washington, selected by the manager, unless the assembly establishes a different rate by motion acted on as a separate item of business. The manager may authorize payments in quarterly or monthly installments and may establish a service fee for such installment payments. There shall be no prepayment penalty. If the balance of the principal is paid before due, the final principal and interest payment may be reduced by an amount equal to one-tenth the principal amount due on that payment.~~

~~(g) Subordination. The manager may subordinate the security interest of the City and Borough to that of a construction or purchase money lender if the sum of such loan and the balance owing the City and Borough and all other secured parties is less than 90 percent of the sum of the value of the land, existing improvements, and improvements to be constructed on land with the proceeds of the loan.~~

53.09.250 Sealed competitive bids.

~~(a) Conducted by manager. The manager shall conduct sales by competitive sealed bids for those lands which the assembly has determined should be disposed of in that manner. The manager shall prescribe the conditions for the conduct of the sale to the extent not provided by this title or otherwise prescribed by the assembly for a specific sale.~~

~~(b) Advertisement. Before the bid opening, the manager shall place a display advertisement in a newspaper of general circulation in the City and Borough which shall run for one day per week for six consecutive weeks. The advertisement shall contain a general description of the types and locations of the parcels available, the terms and conditions of purchase, the date time and place the bids will be opened, and the name, address and telephone number of the person or office to contact for bid forms and further information.~~

~~(c) Qualifications. To qualify to bid, an individual must be 18 years or older; a corporation must be registered to do business in the state. No corporation, association or person may bid if they have defaulted on a prior lottery, auction, over-the-counter or other sale of City and Borough property.~~

~~(d) Deposit. The bid must be accompanied by a good faith deposit in cash, money order, cashier's check or certified check equal to five percent of the purchase price or such higher minimum amount as may be specified in the advertisement.~~

~~(e) Payment of balance. The balance shall be paid in ten equal annual payments of principal and interest with interest on the unpaid balance at a rate equal to 90 percent of the prime rate at the beginning of the week of the drawing of any major bank in Seattle, Washington, selected by the manager, unless the assembly establishes a~~

~~different rate by motion acted on as a separate item of business. The manager may authorize payments in quarterly or monthly installments and may establish a service fee for such installment payments. There shall be no prepayment penalty. If the balance of the principal is paid before due, the final principal and interest payment may be reduced by an amount equal to one-tenth the principal amount due on that payment.~~

(a) Registration. The registration fee for participating in a sealed bid sale shall be $500 per application. The registration fee shall be returned to unsuccessful bidders. For a successful bidder, the registration fee shall be applied toward the down payment of the lot for which the fee was paid.

(~~f~~*b*) *Post bid negotiations*. If a significant factor in the award of the bid is to be the development proposal made by the bidder and if the bidders have been so informed either in the advertisement or on the bid form, the manager may negotiate with the best bidder or, in the manager's sole discretion, with the two best bidders.

(~~g~~*c*) *Assembly approval.* The award of a bid in which the development proposal is a significant factor in the award is subject to approval by the assembly.

53.09.260 ~~Sales, leases, and exchanges by negotiation or competitive proposal~~ *Negotiated sales, leases, and exchanges.*

~~(a) Upon direction of the assembly by motion, the manager may commence negotiations for the lease, sale, or exchange or other disposal of City and Borough land.~~

(~~b~~*a*) Upon application, approval by the manager, and payment of a *$500* fee ~~established by the assembly by resolution,~~ a person *or business entity,* may submit a written proposal to lease, purchase, *exchange,* or otherwise acquire City and Borough land for a specified purpose. The proposal shall be reviewed by ~~the planning commission and thereafter forwarded to~~ the assembly for a determination of whether the proposal should be further considered and, if so, whether by direct negotiation with the original proposer or by competition after an invitation for further proposals~~,~~. Upon direction of the assembly by motion, the manager may commence negotiations for the lease, sale, ~~or~~ exchange, or other disposal of City and Borough land. ~~in either case upon such procedures and conditions as may be set forth in a resolution, notice of which shall be given in the manner prescribed for actions by ordinance.~~

(~~c~~*b*) Upon satisfactory progress in the negotiation or competition undertaken pursuant to subsection (a)~~ or (b)~~ of this section, and after review by the planning commission and authorization by the assembly by ordinance, the manager may conclude arrangements for the lease, sale, or exchange or other disposal of City and Borough land. ~~When a land exchange is proposed, the planning commission shall evaluate alternative sites, and shall make specific recommendations regarding such exchanges prior to execution of the exchange.~~ The final terms of a disposal pursuant to this section are subject to approval by the assembly unless the minimum essential terms and the authority of the manager to execute the disposal are set forth in the ordinance enacted pursuant to this subsection. The disposal may not be executed until the effective date of the ordinance.

53.09.~~610~~ *270* Disposals for public use.

(a) *Disposal to governmental agency.* The lease, sale, or other disposal of municipal land or resources may be made to a state or federal agency for less than the ~~appraised~~ *market* value provided the assembly approves the terms and conditions of such disposal by ~~resolution~~ *ordinance.*

(b) *Disposal to nongovernmental agency.* The sale, lease, or other disposal of City and Borough land or resources may be made to a private, nonprofit corporation at less than the market value provided the disposal is approved by the assembly by ~~resolution~~ *ordinance*, ~~adopted after 14 days' public notice~~ and the ~~land~~ interest in land or resource is to be used solely for the purpose of providing a service to the public which is supplemental to a governmental service or is in lieu of a service which could or should reasonably be provided by the state or the City and Borough.

(c) The market value, as determined by the manager, of City and Borough land, interest in land or resources, which is granted to a governmental or nongovernmental agency under this section, shall be set forth in the authorizing ordinance. The City and Borough may require the grantee to provide an appraisal to determine the market value.

...

ARTICLE VI. - MISCELLANEOUS

53.09.600 Municipal land fund revenues.

...

~~**53.09.610 Disposals for public use.**~~

~~a) Disposal to governmental agency. The lease, sale or other disposal of municipal land or resources may be made to a state or federal agency for less than the appraised value provided the assembly approves the terms and conditions of such disposal by resolution.~~

~~(b) Disposal to nongovernmental agency. The sale, lease or other disposal of City and Borough land or resources may be made to a private, nonprofit corporation~~

~~at less than the market value provided the disposal is approved by the assembly by resolution adopted after 14 days' public notice and the land interest in land or resource is to be used solely for the purpose of providing a service to the public which is supplemental to a governmental service or is in lieu of a service which could or should reasonably be provided by the state or the City and Borough.~~

~~**53.09.690 Definitions.**~~

~~The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~Appraised value of a parcel being offered for sale means the market value of the parcel reduced by an amount which is in reasonable proportion to state grants under AS 38.04.021 unexpended by the municipality in the process of acquiring, subdividing, improving and marketing the parcel.~~

~~Domicile means the true and permanent home of a person from which he or she has no present intention of removing and to which he or she intends to return whenever he or she is away.~~

~~Materials means and includes minerals.~~

~~Parcel means a unit of land and usually is a single lot, tract, or survey of land which is not further subdivided, but may include two or more lots, tracts, surveys, or a combination thereof if treated as a unit for purposes of disposal or development.~~

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

Adopted this day of 2012.

____
Merrill Sanford, Mayor

Attest:

____
Laurie J. Sica, Clerk

Port of Juneau

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

MEMORANDUM

To: Docks and Harbors CIP/Planning Committee

From: Gary Gillette, Port Engineer

Date: March 14, 2013

Re: Aurora Harbor Rebuild – PND Contract Amendment

PND Engineers is currently under contract for professional engineering services for Phase I of the Aurora Harbor Re-Build project. At its regular public meeting of January 31, 2013 the Docks and Harbors Board determined the best approach for the Aurora Harbor Re-Build project was to expand Phase I from a $4M project to an $11M project to reflect current available funding. As a result the scope of work for professional services would be increased to match the expanded Phase I project. PND Engineers, Inc. proposes professional fees of $368,518 to account for the increased services associated with the expanded Phase I project.

The current PND contract is $360,555 which when added to the proposed amendment would bring the total professional service fees to $729,073. This amount reflects about 8.7% of the estimated construction cost which is consistent for services for a project of this magnitude.

The expanded Phase I Aurora Harbor Re-Build project includes removal and replacement of the main approach dock; transfer bridge; portions of the head float; main floats and fingers A, B, C, and D; electrical system replacement, domestic water system replacement; and installation of a fire suppression system.

This contract amendment is scheduled for review and recommendation by the Docks and Harbors Board at its regular public meeting of March 28, 2012. This contract amendment will need Assembly approval and is scheduled for the April 1, 2013 meeting.

PND | ENGINEERS, INC.

February 16, 2013 PND 122055

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

Re: Aurora Harbor Rebuild, DH12-160
Additional Engineering Services Fee Proposal
Amendment No. 1

Dear Mr. Gillette:

PND Engineers, Inc. (PND) appreciates the opportunity to provide this fee proposal for additional engineering services on the Aurora Harbor Rebuild project. Over the past several months, the project has been presented to the public and the Harbor Board and considerable public comment has been received to help formulate the preferred layout alternatives for the project. Based on our work session last week, we understand the Docks & Harbors Department has decided to combine all improvements previously proposed under Phases 1 and 2 into an expanded Phase 1 project scope. The new Phase 1 scope shall also include repair and reconstruction of the primary water service and bulkhead at N Dock as well as reconfigured approach docks and landing floats at Gangways A and C.

Scope of Improvements, Project Budget & Schedule

The scope of construction improvements anticipated under this design proposal is generally illustrated in the enclosed drawing entitled *Aurora Harbor Rebuild Master Plan, dated January 31, 2013*. The revised Phase 1 work limits generally include reconfigured approach docks and gangways at A & C, new Mainwalk Floats A, B, C & D and all associated finger floats, new Headwalk Float and utilities servicing Floats A through D, and described repairs at N Dock. Specific improvement items are listed in the attached Preliminary Engineer's Budget dated February 16, 2013. Self-rescue ladders, Wi-Fi system, pile anodes and fish cleaning tables are not currently included in the proposed Work however we understand they may be added at a future date.

Enclosed please find an updated project budget and schedule for Phase 1, both dated February 16, 2013. The total project budget including construction, contingency and indirect costs has increased from $4.0 million to $10.7 million as a result of this change. Final design services are intended to commence immediately upon receiving formal authorization to proceed. Design shall be completed in late 2013 allowing float fabrication to proceed in the spring of 2014 and construction to commence in the fall of 2014. Construction shall be completed by the spring of 2015.

Scope of Engineering Services & Fee Proposal

The scope of engineering services under this proposal includes five tasks intended to move the project through additional site investigations, permitting, final engineering designs, preparation of bid ready contract documents and bid phase assistance. Construction phase engineering services are not included in this proposal however may be negotiated at a future date following successful completion of the design and bid phases.

PND will provide additional engineering services under the same five work subtasks as originally proposed. Additional fee amounts for each task are summarized below:

Task	Task Description	Contract Method	Additional Fees $
1	Site investigations, approach dock condition assessments, utility research & topographic survey	T&E	$27,055
2	35% Preliminary Design – Rev. Ph. 1 Limits	FF	$107,878
3	65% Design Development – Rev. Ph. 1 Limits	FF	$100,333
4	95% Final Design – Rev. Ph. 1 Limits	FF	$105,217
5	100% Bid Ready Documents & Bid Phase Assistance – Rev. Ph. 1 Limits	FF	$28,035
All	Work Listed Above	As Shown	$368,518

PND proposes to perform Task 1 on a time and expenses (T&E) reimbursable basis utilizing our standard billing rates at time of service. The T&E limit shall not be exceeded without prior written authorization from the CBJ. PND proposes to complete Tasks 2 through 5 on a fixed fee basis for the scope of improvements outlined in the enclosed Master Plan and budget estimate.

PND proposes to utilize Haight & Associates, Inc. for electrical engineering services. Together, we appreciate the opportunity to provide services to the CBJ on this important project. Thank you for reviewing the proposed scope, project budget, professional fees and schedule. Please let me know if we have perceived your needs appropriately for this project. We are available to commence immediately and look forward to working with the Docks and Harbors Department towards the successful completion of this exciting moorage rebuild project at Aurora Harbor.

Sincerely,
PND Engineers, Inc. | Juneau Office

Dick Somerville, P.E.
Vice President

Enclosures

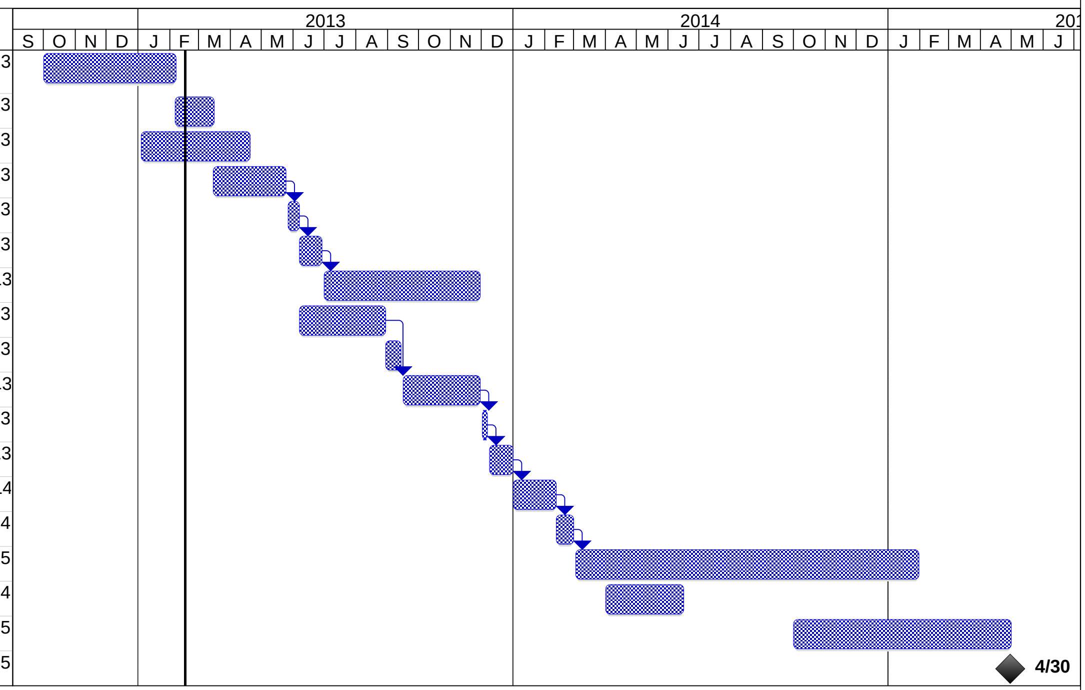
AURORA HARBOR REBUILD
PRELIMINARY ENGINEER'S BUDGET
PHASE 1 PROJECT
FLOATS A, B, C & D
Prepared on: February 16, 2013

Item	Item Description	Units	Quantity	Unit Cost	Amount
1505.1	Mobilization	LS	All Reqd	10%	$766,042
2060.1	Demolition & Disposal	LS	All Reqd	$250,000	$250,000
2601.1	Domestic Water System	LS	All Reqd	$350,000	$350,000
2601.2	Repair Water Service and Bulkhead at N Dock	LS	All Reqd	$200,000	$200,000
2611.1	Dry Fire Suppression Line	LS	All Reqd	$200,000	$200,000
2617.1	Sewer Pumpout System	LS	All Reqd	$50,000	$50,000
2702.1	Construction Surveying	LS	All Reqd	$40,000	$40,000
2726.1	Approach Dock A Modifications, 20' x 135'	SF	2,700	$150	$405,000
2726.2	Approach Dock C Modifications, 20' x 90'	SF	1,800	$150	$270,000
2894.1	7'x80' Covered Aluminum Gangway	EA	1	$125,000	$125,000
2894.2	Reinstall Existing Gangway	EA	1	$10,000	$10,000
2895.1	Headwalk Float, 10' x 895'	SF	8,950	$100	$895,000
2895.2	Main Float A, 10' x 218'	SF	2,180	$100	$218,000
2895.3	Main Float B, 10' x 285'	SF	2,850	$100	$285,000
2895.4	Main Float C, 10' x 276'	SF	2,760	$100	$276,000
2895.5	Main Float D, 10' x 287'	SF	2,870	$100	$287,000
2895.14	4' x 32' Finger Float	EA	16	$15,000	$240,000
2895.15	5' x 42' Finger Float	EA	12	$23,000	$276,000
2895.16	6' x 48' Finger Float	EA	6	$32,000	$192,000
2895.18	8' x 60' Angled Finger Float	EA	5	$50,000	$250,000
2895.19	8' x 62' Finger Float	EA	4	$50,000	$200,000
2895.20	Angled 8' x 85' Finger Float	EA	2	$68,000	$136,000
2895.21	Angled 10' x 110' Finger Float	EA	1	$110,000	$110,000
2895.25	10' x 12' Electrical Float	EA	2	$14,000	$28,000
2895.27	16' x 86' Extended Gangway Landing Float	SF	1,376	$120	$165,120
2895.28	16' x 40' Gangway Landing Float C	SF	640	$120	$76,800
2896.1	Steel Pipe Pile, 12.75" dia. x 0.500" thick	EA	40	$7,000	$280,000
2896.2	Steel Pipe Pile, 16" dia. x 0.500" thick	EA	66	$9,500	$627,000
2896.3	Predrilled Pile Sockets	EA	20	$5,000	$100,000
2897.1	Supply Flotation Billet	EA	70	$150	$10,500
2897.2	Install Flotation Billet	EA	70	$300	$21,000
2899.1	Life Ring Cabinet and Base	EA	11	$1,100	$12,100
2899.2	Fire Extinguisher Cabinet and Base	EA	11	$900	$9,900
5120.1	Electrical Support Assemblies	LS	All Reqd	$50,000	$50,000
16000.1	Electrical System	LS	All Reqd	$1,000,000	$1,000,000
16000.2	Spare Electrical Equipment	LS	All Reqd	$15,000	$15,000
	ESTIMATED CONSTRUCTION BID PRICE				**$8,426,462**
	CONTINGENCY (10%)				**$842,646**
	PLANNING, PERMITTING & SITE INVESTIGATIONS (2%)				**$168,529**
	DESIGN ENGINEERING, CONTRACT ADMIN & INSPECTION (15%)				**$1,263,969**
	TOTAL RECOMMENDED PROJECT BUDGET				**$10,701,607**

Note: Self rescue ladders, WiFi, fish cleaning tables, pile anodes and other appurtenances not specifically listed above are not included in this budget.

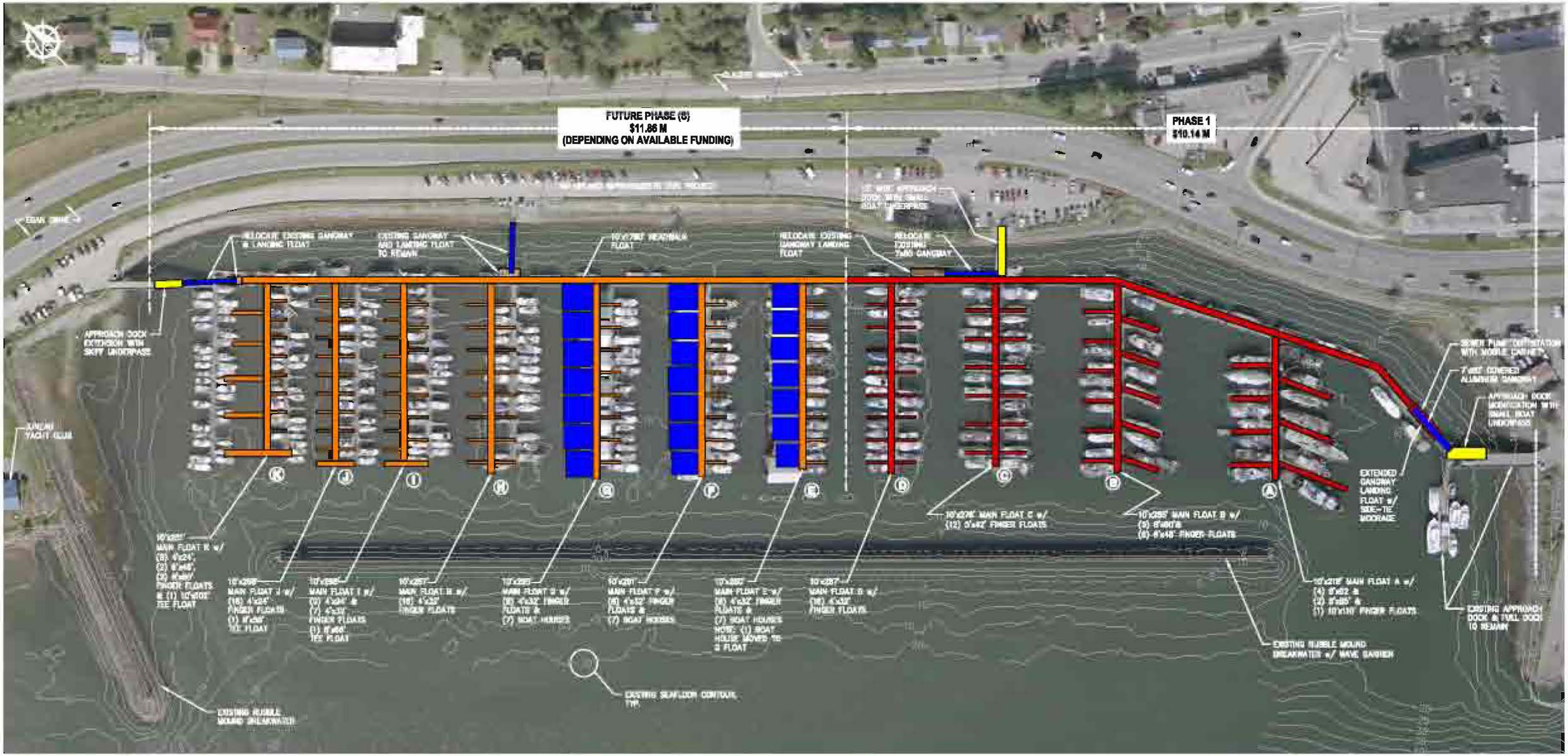
AURORA HAROR REBUILD - PH 1
PRELIMINARY PROJECT SCHEDULE
FLOATS A, B, C & D

ID	Task Name	Start	Finish
1	Planning, Scoping, Pubic Involvement, CIP Mtg & Harbor Board Select Preferred Alternative	Mon 10/1/12	Wed 2/6/13
2	Revised Design Scope - Contract Amendment & NTP	Wed 2/6/13	Fri 3/15/13
3	Predesign Investigations - Topographic Survey & Geotechnical	Fri 1/4/13	Fri 4/19/13
4	35% Design Submittal	Fri 3/15/13	Fri 5/24/13
5	CBJ Review 35% Documents	Mon 5/27/13	Thu 6/6/13
6	Prepare Permit Applications	Fri 6/7/13	Fri 6/28/13
7	Agency Reviews and Permit Authorizations	Mon 7/1/13	Fri 11/29/13
8	65% Design Submittal	Fri 6/7/13	Thu 8/29/13
9	CBJ Review 65% Documents & Public Work Session	Fri 8/30/13	Fri 9/13/13
10	95% Final Design Submittal	Mon 9/16/13	Fri 11/29/13
11	CBJ Review 95% Documents	Mon 12/2/13	Fri 12/6/13
12	Stamped Bid Ready Contract Docs	Mon 12/9/13	Tue 12/31/13
13	Reproduce Plan Sets, Advertise & Open Construction Bids	Wed 1/1/14	Tue 2/11/14
14	Assembly Award, Contract, NTP for Construction Contract(s)	Wed 2/12/14	Fri 2/28/14
15	Submittals, Float Fabrication & Delivery	Mon 3/3/14	Fri 1/30/15
16	Potential In Water Work Restrictions	Tue 4/1/14	Sun 6/15/14
17	On Site Construction	Wed 10/1/14	Thu 4/30/15
18	Substantial Completion & Owner Occupy	Thu 4/30/15	Thu 4/30/15



PND No. 122055
February 16, 2013

Task
Split
Milestone
Summary
Rolled Up Task
Rolled Up Split
Rolled Up Milestone
Rolled Up Progress
External Tasks
Project Summary
External Milestone
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
Progress
Deadline



MOORAGE FLOAT SUMMARY		
SLIP LENGTH	EXISTING CAPACITY	PROPOSED CAPACITY
24 FT	184	75
32 FT	125	135
COVERED MOORAGE (42' TO 45')	42	42
42 FT	39	26
48 FT	0	18
60 FT – 63 FT	20	27
85 FT	7	5
100 – 110 FT	0	3

NOTE:
ADDITIONAL SMALL VESSEL SIDE–TIE MOORAGE IS AVAILABLE ON SHORE SIDE OF HEADWALK FLOAT, NOT COUNTED IN EITHER EXISTING OR PROPOSED MOORAGE SUMMARY. APPROX. 35 VESSELS (UP TO 24' LENGTH).

AURORA HARBOR REBUILD
MASTER PLAN

SCALE IN FEET
0 40 80 160 FT.

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

AURORA HARBOR REBUILD

SHEET TITLE: MASTER PLAN

DATE: 1/31/13 PND PROJECT NO.: 122055.01

1

Port of Juneau

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

MEMORANDUM

To: Docks and Harbors CIP/Planning Committee

From: Gary Gillette, Port Engineer

Date: March 14, 2013

Re: Cruise Ship Terminal Staging Area-Phase II – PND Contract Amendment

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The Cruise Ship Terminal Staging Area project would reconfigure the parking and staging area at the Cruise Ship Terminal in front of Mt. Roberts Tram and the new Visitor Center. In addition it would remove the transfer bridge and replace the dock section behind and next to the Tram building. It was originally envisioned to be one project to be constructed under one contract. Prior to completion of the bid documents the project ran into difficulties with Alaska DOT relative to the design of pedestrian facilities. The issue could not be resolved quickly thus the project was split into phases so the transfer bridge removal and dock replacement elements could go forward.

As a result of the phasing and the extensive work needed to negotiate a resolve with ADOT the project needs additional fees for engineering services to complete the Phase II design elements, prepare a second bid package, and conduct a second bid process.

PND Engineers proposes $74,690 for final design, bid package development, and bidding assistance for the Phase II portion of the project. Their proposal includes fees for the sub-consultants involved in the project.

This contract amendment is scheduled for review and recommendation by the Docks and Harbors Board at its regular public meeting of March 28, 2012. It does not need to go to the Assembly for approval.

P | N | D
ENGINEERS, INC.

February 26, 2013 PND 102081.04

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

Re: Cruise Ship Terminal Staging Area – Phase 2
RFP No. DH10-749

Dear Mr. Gillette:

PND Engineers, Inc. (PND) is pleased to provide this revised fee proposal for the Cruise Ship Terminal Staging Area Phase 2 project. This project is to complete the staging area design work that was broken into two project phases last year due to permitting issues with DOT&PF. The scope of services under this proposal includes work sessions, surveying, permitting, final design, bid ready contract documents and bid phase services. Construction phase services will be negotiated at a future date following successful completion of the design phase.

Enclosed please find a detailed breakdown of PND's fixed price proposal to complete the work described along with backup from each of our subconsultants. A summary of the anticipated tasks and fees follows.

Task	Description	Fixed Fee
1	Project management, work sessions, surveying, base map updates and permitting	$15,420
2	Final design review submittal: 95% plans, specs and cost estimate	$ 25,460
3	Bid ready stamped contract documents	$ 12,080
4	Bid phase assistance	$ 3,600
	Subconsultants: Corvus and Haight & Assocs,	$ 18,130
Total		$74,690

The PND Team appreciates the opportunity to provide engineering services on this important project. Thank you for reviewing our fee proposal and let me know if we have perceived your needs for this project.

Sincerely,
PND Engineers, Inc. | Juneau Office

Dick Somerville, P.E.
Vice President

Enclosures

CBJ Cruise Ship Dock Staging Areas - Phase 2
DH 10-749
Fixed Fee Proposal for Final Design and Bid Phase Services
February 25, 2013

	Senior Engineer VII	Senior Engineer III	Staff Engineer V	Staff Engineer IV	Staff Engineer III	CAD Designer V	Tech IV	Line Item Costs	Task Subtotal Costs
	$175.00	$120.00	$100.00	$95.00	$90.00	$90.00	$90.00		
TASK 1: Project Management, D&H Work Sessions, Surveying, Existing Conditions Plan Update, DOTPF& ADEC Permitting									
1.1 Project Management - subcontracts, coordination, clerical and admin.	12						4	$2,460	
1.2 Client coordination meetings/work sessions - prep and attend	12		12	12				$4,440	
1.3 Field topographic survey and updated base map preparation	2		16	12		4		$3,450	
1.4 Permits: ADOTPF Encroachment & Driveways, ADEC Stormwater, DOTPF Plan Review	6		12	24		4	2	$5,070	$15,420
TASK 2: Final Design - 95% Review Submittal (Plans, Specifications, Bid Documents & Cost Estimate)									
2.1 Demolition plans	2		8	4		4		$1,890	
2.2 Staging area site plans - layout and grading	4		16	16		8		$4,540	
2.3 Typical sections with subgrade improvements	2		8	8		4		$2,270	
2.4 Curbs, gutters, sidewalks, aprons, hardscape, sidewalks, ADA ramps	2		16	8		6		$3,250	
2.5 Storm drain system - manholes, CB's, inlets, drain piping, OWS	2		8	4		4		$1,890	
2.6 Landscape planters and special median designs	2	12	12	8		8		$4,470	
2.7 Technical specifications, bid & contract documents	8	4	8	16			12	$5,280	
2.8 Material quantities & 95% cost estimate	4		6	6				$1,870	$25,460
TASK 3: Bid Ready Stamped Contract Documents									
3.1 PND Internal QC Audit	8	2	8	8		4	4	$3,920	
3.2 Address final review comments	4	2	8	16		8	4	$4,340	
3.3 Prepare final bid ready stamped deliverables	4	4	8	8		8	4	$3,820	$12,080
TASK 4: Bid Phase Assistance									
4.1 Participate w/ prebid conference	2		2	2				$740	
4.2 Respond to bidder questions	2	2	4	4				$1,370	
4.3 Assist w/ addenda preparation	2		4	4		2	2	$1,490	$3,600
Estimated Third Party Expenses									
Haight & Assocs	Electrical Engineering							$10,190	
Corvus Design	Landscape Design							$7,940	$18,130
					Total Estimated Fee				$74,690

Corvus Design

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

Fee proposal					20-Feb-13
Client:	PND Engineering				
Project:	Cruise Ship Terminal Staging Area: Phase 2-Construction Documents				
Contract Type:	Lump Sum				
	Personnel Type	Principal Landscape Architect	Landscape Architect	Landscape Designer	Total Hours/ Total Fee
Task	Hourly Rate	$140.00	$110.00	$80.00	
1.0	95% Construction Drawings				
1.01	Update CAD base (phasing and civil updates)	0	0	8	8
1.02	Landscape Plans and Details	2	8	12	22
1.03	Specifications	4	0	0	4
1.04	Coordination with Engineering	2	2	0	4
1.05	Quality Assurance/Quality Control	2	0	0	2
1.06	Update Estimate	2	0	0	2
1.07	Print Submittal Package	0	0	1	4
1.08	Meetings (2 @ 2 hours each)	4	0	0	4
1.0	Task Total Hours	16	10	21	47
1.0	Task Total Fee	$2,240	$1,100	$1,680	$5,020.00
1.0	Task Expenses				$0.00
2.0	100% Construction Drawings				
2.01	Landscape Plans and Details	2	4	8	14
2.02	Specifications	2	0	0	2
2.03	Coordination with Engineering	2	2	0	4
2.04	Quality Assurance/Quality Control	2	0	0	2
2.05	Update Estimate	1	0	0	1
2.06	Print Final Signed Documents	0	0	1	4
2.07	Meeting (1 @ 2 hours each)	2	0	0	2
2.0	Task Total Hours	11	6	9	26
2.0	Task Total Fee	$1,540	$660	$720	$2,920.00
2.0	Task Expenses				$0.00
Fee Proposal Labor Totals					
	Labor Total Hours	18	10	21	49
	Labor Total Fee	$3,780.00	$1,760.00	$2,400.00	$7,940.00
Fee Proposal Expense Totals					
	Expense Total				$0.00
Fee Proposal Grand Total					
	Grand Total Fee				$7,940.00
Fee Notes:					

1) Fee includes single copy 8.5x11 and 11x17 hard copy reproduction and digital files. Additional reproduction shall be reimbursed on a time and expenses basis.

2) Additional deliverables, tasks, meetings and coordination beyond those outlined in this fee, and design aspects outside of scope, shall be considered additional services and shall be billed on a time and expenses basis or negotiated lump sum.

HAIGHT & ASSOCIATES
526 Main Street
Juneau, Alaska
99801
Telephone
(907) 586-9788
Fax
(907) 586-5774

FEE ESTIMATE

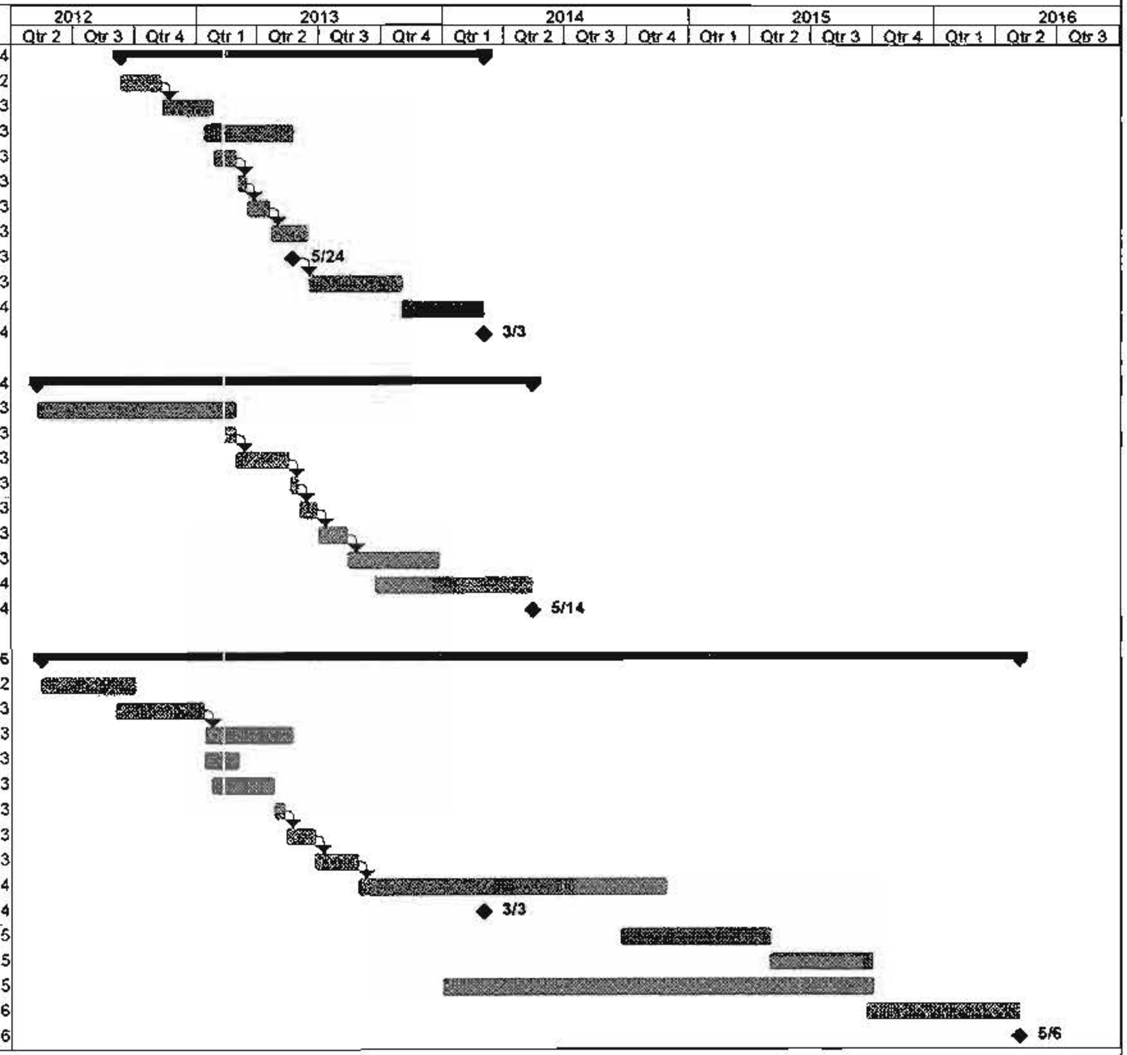
PROJECT NAME: Juneau Cruise Ship Terminal Uplands Phase II
CLIENT: PND
PROJECT NO.: 137-80a
DATE: 25 February 2013

STAFF	DESIGN DEVELOPMENT: (HOURS)	CONTRACT DOCUMENTS: (HOURS)	BIDDING: (HOURS)	CONSTRUCTION ADMINISTRATION: (HOURS)	CONSTRUCTION OBSERVATIONS: (HOURS)	TOTAL (HOURS)	RATE ($/HR)	TOTAL ($)
Principal Engineer	10	25	6	0	0	41	170	6,970
Senior Engineer	0	4	0	0	0	4	165	660
Staff Engineer	0	4	0	0	0	4	120	480
CAD/Designer	6	0	0	0	0	6	95	570
CAD/Technician	0	16	0	0	0	16	85	1,360
Clerical	0	1	0	0	0	1	65	65
Administrative	0	1	0	0	0	1	85	85
TOTAL (Time)	16	51	6	0	0	73		
TOTALS ($)	$2,270	$6,900	$1,020	$0	$0			$10,190
Total (Sales Tax - CBJ @ 5%)	$0	$0	$0	$0	$0			$0
TOTAL (Reimbursable Expenses)	$0	$0	$0	$0	$0			$0
PROJECT TOTAL	**$2,270**	**$6,900**	**$1,020**	**$0**	**$0**			**$10,190**
INVOICE PARAMETER:	LS	LS	LS	NA	NA			

LS = Lump Sum or Fixed Fee
T&E = Time & Expense
NA = Not Applied

CRUISE SHIP TERMINAL STAGING AREA IMPROVEMENTS, DH 12-002
& CRUISE SHIP BERTHS, DH 12-001
PROJECT SCHEDULE - 2016 COMPLETION

ID	Task Name	Start	Finish
1	**Taku Fisheries Dock Reconfig - Design & Construct**	**Tue 9/11/12**	**Mon 3/3/14**
2	Prepare Design Development Submittal - 65%	Tue 9/11/12	Fri 11/9/12
3	CBJ & Taku Fisheries Review 65% DRS	Mon 11/12/12	Fri 1/25/13
4	Permit Modifications & Regulatory Approvals	Mon 1/14/13	Fri 5/24/13
5	Prepare Final Design Submittal - 95%	Mon 1/28/13	Fri 3/1/13
6	CBJ Review 95% DRS	Mon 3/4/13	Fri 3/15/13
7	Prepare Bid Ready Contract Docs - 100%	Mon 3/18/13	Fri 4/19/13
8	Advertise & Award Construction Contract	Mon 4/22/13	Fri 6/14/13
9	Issue Permits via Addendum	Fri 5/24/13	Fri 5/24/13
10	Submittals, Material Fabrication & Delivery	Mon 6/17/13	Fri 11/1/13
11	On Site Construction	Fri 11/1/13	Mon 3/3/14
12	Owner Occupy	Mon 3/3/14	Mon 3/3/14
13			
14	**CSTSA Ph 2 Staging Areas - Design & Construct**	**Thu 5/10/12**	**Wed 5/14/14**
15	DOT&PF Negotiations, Permits & Authorizations	Thu 5/10/12	Thu 2/28/13
16	Final Design Proposal & Amendment	Mon 2/11/13	Thu 2/28/13
17	Prepare Final Design Submittal - 95%	Fri 3/1/13	Fri 5/17/13
18	CBJ Review 95% DRS	Mon 5/20/13	Fri 5/31/13
19	Prepare Bid Ready Contract Docs - 100%	Mon 6/3/13	Fri 6/28/13
20	Advertise & Award Construction Contract	Mon 7/1/13	Mon 8/12/13
21	Submittals, Material Fabrication & Delivery	Tue 8/13/13	Thu 12/26/13
22	On Site Construction	Mon 9/23/13	Wed 5/14/14
23	Owner Occupy	Wed 5/14/14	Wed 5/14/14
24			
25	**Cruise Ship Berths - Design & Construct**	**Wed 5/16/12**	**Fri 5/6/16**
26	Prepare Design Development Submittal - 65%	Wed 5/16/12	Tue 10/2/12
27	Planning Commission Appeal Process	Mon 9/3/12	Fri 1/11/13
28	Permit Modifications & Regulatory Approvals	Mon 1/14/13	Fri 5/24/13
29	CBJ Review 65% DRS	Mon 1/14/13	Tue 3/5/13
30	Prepare Final Design Submittal - 95%	Thu 1/24/13	Fri 4/26/13
31	CBJ Review 95% DRS	Fri 4/26/13	Fri 5/10/13
32	Prepare Bid Ready Contract Docs - 100%	Tue 5/14/13	Mon 6/24/13
33	Advertise & Award Construction Contract	Tue 6/25/13	Tue 8/27/13
34	Submittals, Fabrication & Delivery - South Berth	Wed 8/28/13	Fri 11/28/14
35	Concrete Technology Earliest Fabrication Start	Mon 3/3/14	Mon 3/3/14
36	On Site Construction - South Berth	Mon 9/22/14	Fri 5/1/15
37	2015 Cruise Season	Fri 5/1/15	Wed 9/30/15
38	Submittals, Fabrication & Delivery - North Berth	Wed 1/1/14	Thu 10/1/15
39	On Site Construction - North Berth	Mon 9/21/15	Fri 5/6/16
40	Final Completion	Fri 5/6/16	Fri 5/6/16



Project PND No. 102081 & 102050
February 11, 2013

Task
Split
Milestone
Summary
Rolled Up Task
Rolled Up Split
Rolled Up Milestone
Rolled Up Progress
External Tasks
Project Summary
External Milestone
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
Progress
Deadline

Port of Juneau

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

MEMORANDUM

To: Docks and Harbors CIP/Planning Committee

From: Gary Gillette, Port Engineer

Date: March 21, 2013

Re: Statter Harbor Launch Ramp – PND Contract Amendment

The Statter Harbor Launch Ramp project would develop a new two-lane launch ramp and associated parking facility. The project has been the subject of an extensive Environmental Assessment process and has received an Army Corps of Engineers Permit. Currently the project is in the local permitting process for a Conditional Use Permit issued by the Planning Commission.

Additional PND involvement in the planning and permitting phase are required at this time. Additional geotechnical work is needed to establish design parameters for the marine retaining wall, traffic studies are needed to address issues related to the Alaska Department of Transportation and Public Facilities driveway permit, and there may be additional assistance required in the acquisition of tidelands for the project from Alaska Department of Natural Resources.

To accommodate the additional work needed PND has proposed a fee of $74,948. Their proposal includes fees for the sub-consultants involved in the project. The work will be done on a time and materials basis and would not be exceeded without further written authorization. The funds for this work would be provided by Alaska Department of Fish and Game under the current grant agreement.

This contract amendment is scheduled for review and recommendation by the Docks and Harbors Board at its regular public meeting of March 28, 2012. It does not need to go to the Assembly for approval.

Port of Juneau

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

MEMORANDUM

To: Docks and Harbors CIP/Planning Committee

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Date: March 21, 2013

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P | N | D
ENGINEERS, INC.

March 21, 2013 PND 082015.01

Mr. Gary Gillette, AIA
City & Borough of Juneau
Docks & Harbors Department
155 South Seward Street
Juneau, Alaska 99801

Re: Statter Harbor Improvements
Fee Proposal for Additional Geotechnical and permitting Services

Dear Mr. Gillette:

This proposal is written at your request to provide additional geotechnical and permitting services on the referenced project. As you know, initial boreholes encountered deep and soft soils in the vicinity of the marine retaining wall along Bay Creek. Additional boreholes and samples were conducted last fall in an effort to better define the limits of these soil conditions. The additional boreholes were provided within our available project funds however lab testing, stability analyses and foundation recommendations have yet to be completed and all project funds are exhausted. Further permitting assistance is also needed to obtain CBJ Conditional Use Authorization, DOT&PF driveway, utility and right of way permits and to assist with ADNR tidelands conveyance. The following tasks and budgets are currently recommended.

Geotechnical and Permitting Tasks & Estimated T&M Budgets

Task Description	Estimated T&M Budgets
1. **Geotechnical Engineering Report** – per attached PND fee breakdown	$54,710
2. **Traffic Analysis** – per attached USKH letter proposal and fee breakdown	$5,238
3. **Permitting Assistance** – allowance to assist with CBJ, DOT&PF and ADNR	$ 15,000
Total Recommended T&E Budget – Phase 2 Additional Services	**$ 74,948**

The above tasks will be performed on a T&E basis using our standard billing rates at time of service. We will not exceed the budget without your written authorization. Feel free to contact me if you have any questions regarding these matters. We look forward to continuing our work on this project.

Sincerely,
PND Engineers, Inc. | Juneau Office

Dick Somerville, P.E.
Vice President

Enclosures

COST ESTIMATE PER TASK

FIRM: PND Engineers, Inc.		PROJECT TITLE:	Statter Harbor Onshore
TASK NO: 1	TASK DESCRIPTION: Geotechnical Engineering Report	DATE:	3/20/2013
GROUP:	METHOD OF PAYMENT: ☐ FPPE ☐ T&☑ CPF☐	PREPARED BY:	SMH

SUB-TASK NO.	SUB-TASK DESCRIPTION	LABOR HOURS PER JOB CLASSIFICATION										
		Senior Engr. VII	Senior Engr. VI	Senior Engr. III	Senior Engr. II	Senior Engr. I	Staff Eng IV	Technician II	Technician V	Senior Land Surveyor	Land Surveyor I	Total
1	Onshore Report Appendies											0
	Borehole logs	2		8					24			34
	Drawings/Figures	4		16					40			60
	Lab support	4		16								20
2	Engineering Analysis											0
	Stability analysis	10		60								70
	Fdn Analysis	10		32								42
3	Report											0
	Recommendations	16		32								48
	Prepare and Review	20		20					24			64
												0
												0
												0
												0
												0
												0
												0
												0
												0
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												0
												0
												0
TOTAL LABOR HOURS		66	0	184	0	0	0	0	88	0	0	338
* LABOR RATES ($/HR)		$175.00	$160.00	$130.00	$120.00	$110.00	$95.00	$70.00	$105.00	$105.00	$95.00	
LABOR COSTS ($)		$11,550.00	$0.00	$23,920.00	$0.00	$0.00	$0.00	$0.00	$9,240.00	$0.00	$0.00	$44,710.00

EXPENSES

SUB-TASK NO.	ITEM(S)	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Laboratory - Secondary testing	1	$10,000.00	$10,000.00
				$0.00
				$0.00
				$0.00
				$0.00
		TOTAL EXPENSES:		$10,000

The work plan would be to find past geotechnical information of the site and evaluate its use for the proposed structure. If this is sufficient, no additional information will be gathered. If not, the plan would be to drill 5 geotechnical boreholes on an "X" pattern. If conditions are generally uniform, then field work would cease If not, 4 additional boreholes would be drilled in an alternate "X" to fill in for a grid of 9 boreholes total. Cost is based on all 9 boreholes.

FIRM'S TOTAL COST OF LABOR (or Fixed Price):		$44,710
IF CPFF, TOTAL INDIRECT COST @		$0
FIRM'S TOTAL EXPENSES		$10,000
FEE	0%	$0
FIRM'S TOTAL COST (no Subcontracts or Fee)		$54,710
TOTAL SUBCONTRACTOR PRICES:		$0

SUB-CONTRACTORS: Firm Initials and Price Per Task

FIRM:							
AMOUNT:							

Total Estimate This Sheet	$54,710

March 20, 2013

USKH

Dick Somerville, P.E.
PND Engineers, Inc.
9360 Glacier Highway, Suite 100
Juneau, AK 99801

Subject: Statter Harbor Traffic Analysis

Dear Mr. Somerville:

Thank you for once again considering USKH Inc. (USKH) for your traffic engineering needs. Based on your email correspondence, it is our understanding that you need an updated traffic and safety analysis for the proposed improvements at Statter Harbor in Juneau. This analysis is being required by the Alaska Department of Transportation & Public Facilities (DOT&PF) to supplement a similar analysis that we conducted in 2009. This analysis will be an abbreviated version of a standard DOT&PF traffic impact analysis since this site will not exceed the thresholds generally required for a formal traffic impact analysis. Specifically, we proposed to produce a report with the following information:

- Trip generation characteristics of the proposed improvements.
- Analysis of existing and future peak-hour traffic conditions, taking into account the improvements planned under the Glacier Highway, Fritz Cove Road to Seaview Avenue improvement project.
- Safety analysis, which will include a discussion of the existing crash patterns, how the proposed improvements might impact those patterns, and the available sight triangles from the proposed driveway.
- Diagrams of the turning movements into and out of the proposed driveway with the improvements planned on Glacier Highway.

USKH will provide the results of this analysis to you in report form. A draft version will be provided to you for review, which can be forwarded to DOT&PF after we make any corrections. We will attend a review meeting with you and DOT&PF, make necessary changes to the document, and then produce a final signed letter. The level of effort required to address DOT&PF review comments and additional analysis is unknown and subjective; therefore, USKH proposes to provide these services on a Time and Materials basis with a starting budget of **$5,250.00**. We will keep you updated on the budget and let you know if this figure will need to be adjusted.

If this is acceptable to you, please sign and return the attached short form contract to us. The proposed fee is valid for 30 days. We should be able to provide you the project results two weeks after we receive your notice to proceed. We will need information from you on the current site layout, designation of what facilities are being included, the number of parking stalls provided, and an AutoCAD drawing of the improvements that can be used as the basis of our turning movement figures.

If you have any questions or would like to further discuss the proposed scope of work, please contact me at 790.2911 or nleigh@uskh.com.

Sincerely,
USKH Inc.

Nathan Leigh, P.E.
Senior Civil Engineer

NCL\ww c:_ncl documents\temp\2013-03 statter harbor_ncl.docx

Statter Harbor Traffic Analysis

Engineering Fee Estimate

Task	Item	USKH					Exp	Sub -Total	Comments
		Principal $185.	Sr. Engr II $160.	Engr II $135.	Engr. I $110.	Tech Edit $90.	Matl's		
Traffic Analysis								$5,238	
	Trip Generation			0.5	2			288	
	Trip Distribution			0.5	1			178	
	Analysis			0.5	3			398	
	Crash Analysis				3			330	
	Turning Movement Diagrams				4			440	
	Write Draft Report			3	6	2		1,245	
	Attend Review Meeting		2	2				590	
	Final Report		1	2	4	1		960	
	Review/Manage/Coordinate		2	2	2			810	
	Totals		5	10.5	25	3		**$5,238**	

THE STATE of ALASKA
GOVERNOR SEAN PARNELL

Department of Transportation and Public Facilities

SOUTHEAST REGION
DESIGN & ENGINEERING SERVICES
Preconstruction

6860 Glacier Highway
PO Box 112506
Juneau, Alaska 99811-2506
Main: 907 465 4444
Toll free: 800 575 4540
Fax: 907 465 4414

March 7, 2013

LETTER OF OFFER
For Hand Delivery

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

Re: Project No. 69003
JNU – Glacier Highway Loop Road Safety Improvements
Parcel No. E-3

Dear Mr. Uchytil,

As according to the City and Borough's requirements, this department engaged a professional appraiser to appraise the value of the easement (Parcel E-3) which we seek to acquire from the City and Borough. We engaged Mr. Charles Horan, MAI, of Horan & Company, LLC to appraise the property. A copy of his appraisal, dated March 6, 2013 accompanies this letter. Mr. Horan determined the value of the acquisition including damages to the remainder to be $86,522. Mr. Horan's appraisal was reviewed by one of the department's review appraisers, Mr. Bruce Bowler. Mr. Bowler approved of the appraisal and issued a Determination of Just Compensation in the amount of **$86,600**. A copy of his determination, dated March 6, 2013 also accompanies this letter.

The easement that is needed is actually for the benefit of adjacent residential property owned by the Richard and Sylvia Deems Living Trust. Our project will unfortunately block Mr. and Mrs. Deems' existing access to their property. This easement will provide replacement access to their residence.

The Department hereby offers to purchase the easement for the sum of **$86,600**.

Also accompanying this letter is a proposed easement deed. It is structured as a non-exclusive easement. I wish to thank you for sending me the information regarding the city's standard easement provisions. However, the enclosed easement does not include most of your standard provisions as they either appear not to apply to this particular easement, or they are simply not necessary. We have a particular concern about Paragraph K of the sample easement you provided. We simply cannot agree to any type of hold harmless and indemnification provision. In fact, all state agencies are prohibited from agreeing to any hold harmless and indemnification provision by dint of a 2005 Attorney General's opinion. Your legal department is probably aware of this. We also have concerns about other of your standard provisions in the sample provided. Paragraphs IV.(c), (d), (e), (f), (h), and (i) are of concern because of the circumstances involved, particularly the fact that the whole reason for this acquisition is to replace access to the Deem property that will be lost because of our project. If it is not possible to convey the interest directly, we fully intend to re-convey the property interest to Mr. and Mrs. Deems. Given, this, we would like the easement to be as simple as possible, free of unnecessarily onerous requirements and free of requirements which simply do not fit the situation. Subparagraph (c) refers to pedestrian access whereas here there will be a sidewalk in front of the properties involved. Paragraph (d) states that "Grantor reserves the right to use portions or all of the driveway alignment for a dedicated public street." This clause would be completely out of place. Subparagraph (e) refers to a gate which does not fit the circumstances here. Subparagrph (f) should not apply to this department. While this department is bound to obtain local concurrence, it has never had to obtain such things as grading permits for its projects. Subparagraph (h) is a good example of overkill and something that is out of place here. The same goes for Subparagraph (i). The idea of this easement being converted to a dedicated right-of-way is simply out of place. I ask consideration toward eliminating all of these provisions, as I have in the enclosed easement.

If the amount offered for this easement is acceptable, I have enclosed other documents that are necessary to complete the transaction. They include a Memorandum of Agreement, a Purchase Voucher, and a W-9 form.

I thank you for your consideration. If you have any questions or concerns, I can be reached at 465-4519 or by E-mail at: ray.preston@alaska.gov

Yours truly,

Ray C. Preston

Ray C. Preston
Right of Way Agent

SUMMARY APPRAISAL

PARCEL E-3, 2272 SF
JUNEAU - GLACIER HIGHWAY LOOP ROAD
SAFETY IMPROVEMENTS PROJECT (PROJECT NO. 69003)
A PORTION OF LOT 4, USS 2664
11755 GLACIER HIGHWAY
JUNEAU, ALASKA

021313 0237-LARGER PARENT LOT 4 LOOKING NORTH FROM WATER ACCESS BUILDING PAD TOWARD ROADWAY ABOVE

Prepared For:	Ray Preston, Right of Way Agent IV Department of Transportation and Public Facilities 6860 Glacier Highway Juneau, Alaska 99801
Prepared By:	Charles E. Horan MAI AA41 Horan & Company, LLC 403 Lincoln Street, Suite 210 Sitka, Alaska 99835
Effective Date:	February 13, 2013
Report Date:	March 6, 2013
Our File:	#13-016

HORAN & COMPANY

REAL ESTATE APPRAISERS/CONSULTANTS

CHARLES E. HORAN MAI / WILLIAM G. FERGUSON, JOSHUA C. HORAN, JAMES A. CORAK, SLATER FERGUSON, SARAH ADAY AND KAREN FUSSELMAN

403 LINCOLN STREET, SUITE 210, SITKA, ALASKA 99835

PHONE NUMBER: (907)747-6666 FAX NUMBER (907)747-7417 commercial@horanappraisals.com

March 6, 2013

Ray C. Preston, Right of Way Agent IV

Sent via email: ray.preston@alaska.gov

Department of Transportation and Public Facilities

6860 Glacier Highway

Juneau, Alaska 99801

Re: Summary Appraisal Parcel E-3 2272 SF, Juneau - Glacier Highway Loop Road; Safety Improvements Project (Project No. 69003), a Portion of Lot 4, USS 2664; 11755 Glacier Highway, Juneau, Alaska. Our File # 13-016

Dear Mr. Preston,

At your request, we have made a market value appraisal of Parcel E-3 of the above referenced project, which the Department of Transportation and Public Facilities (DOT/PF) is negotiating to purchase from the City and Borough of Juneau (CBJ) Docks and Harbor Department. This parcel will give access to the neighboring property (Richard Deems) that may be lost by constructed barriers in the project.

The Department of Transportation is our client and intended user. The CBJ Dock and Harbor Department is also an intended user. The intended use of the appraisal is to assist in the negotiations to acquire the property. The appraisal has been completed in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP), the Department's Right-of-Way Manual and the requirements of the Appraisal Institute.

I inspected the property on February 13, 2013 with Mr. Carl J. Uchytil, PE, Port Director of the CBJ Dock and Harbor Department, which is the effective date of the appraisal. Parcel E-3 Easement 2272 SF represents a virtual taking of the usable property rights within that area. The property owner will retain full rights of access across the easement area to its property but will perpetually allow the neighbor, Deems, and his successors continued access to its property. This area covers some of the best level land at the highway's grade and leaves the remainder property somewhat less suitable for development. Therefore, in addition to the value of the part taken, I have estimated damages to the remainder as part of the easement value.

Based on my analysis and subject to the Assumptions and Limiting Conditions, Certification of Appraisal, Definitions and information contained in this report, I have estimated the following value:

Value of Larger Parcel (17,133 SF)	$428,325	
Value of the Acquisition as Part of the Whole (2,272 SF)		$ 56,800
Value of the Remainder as Part of the Whole (14,861 SF)	$371,525	
Value of Remainder After Acquisition (14,861 SF)	$341,803	
Damages to the Remainder		$ 29,722
Value of Acquisition		$ 86,522

Thank you for this opportunity to be of service. If you have any questions or comments, please do not hesitate to call.

Sincerely,

Charles Horan

Charles Horan, MAI
HORAN & COMPANY, LLC

TABLE OF CONTENTS

CERTIFICATION OF APPRAISAL

CERTIFICATE OF APPRAISER

For State of Alaska, DOT& PF Appraisal

Project Name: Juneau-Glacier Highway Loop Road Safety Improvement Project
State Project #: 69003

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

- I personally inspected the property appraised in this report on February 13, 2013.
- I made a personal field inspection of any comparable properties referred to in the report. The narrative analysis and conclusions contained within this appraisal report are my own. No one other than the signers of this report provided significant professional support. Slater Ferguson and Karen Fosselman helped to gather information and provided initial market sale research.
- I afforded the property owner the opportunity to accompany me at the time of my inspection of the property. Carl Uchytil, CBJ Port Director, accompanied me on the site inspection.
- To the best of my knowledge and belief, the statements contained in this appraisal report are true and correct, and the information upon which my opinion is based is accurate, subject only to the Assumptions and Limiting Conditions set out in the report.
- My appraisal report is intended to be used by the State of Alaska in connection with the acquisition for the above-referenced project to be constructed without the assistance of federal funds.
- This appraisal report has been made in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice, applicable federal standards, State of Alaska statutes, regulations, policies, and procedures and with accepted industry practices applicable to valuation of lands for such purposes. To the best of my knowledge, all values that I have assigned to the properties are compensable under the established law of the State of Alaska. Values assigned do not reflect a decrease or increase due to the proposed project.
- The use of this report is subject to the requirements of the Appraisal Institute relating to the review by its duly authorized representatives. As of the date of this report, Charles E. Horan, MAI, has completed the continuing education program of the Appraisal Institute.
- Neither my employment nor my compensation for making this appraisal report is in any way contingent upon the reporting of a predetermined value that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event.
- I have no direct, indirect, present, or prospective interest in the subject properties; and I have no personal interest or bias with respect to the parties involved, nor will I benefit in any way from the acquisition of this property.
- I have not revealed the findings and results of this report to anyone other than the proper officials of the State of Alaska Department of Transportation and Public Facilities, and I will not do so until authorized by proper officials, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.
- I have not appraised the subject property within the previous three years.

Based on my independent, unbiased research and analysis, my professional opinion of market value is $428,325 for the larger parcel, $341,803 for the parcel after acquisition, and $86,522 for the acquisitions as of the 13th day of February 2013.

Charles Horan

Charles E. Horan, MAI, AA41

1 INTRODUCTION

1.1 BACKGROUND

The State of Alaska Department of Transportation and Public Facilities (DOT/PF) is currently undertaking two projects in the subject area as outlined in Figure 1.1 below. The first is the Glacier Highway and Back Loop Road Intersection Safety Improvements Project, which involves the subject property requiring an easement for the neighboring lot. The second is Fritz Cove Road to Seaview Avenue Roadway and Pedestrian Improvements Project.

Figure 1.1 - Excerpt from PowerPoint Presentation Provided by Alaska Department of Public Transportation, And Public Facilities Prepared By USKH Engineering

1.2 LOCATION

The subject property is located in Auke Bay, approximately 11 miles north of downtown Juneau, Alaska, just west of the intersection of Glacier Highway and the Mendenhall Loop Road. It is on the water side of the road. The property has a legal address as follows: 11755 Glacier Highway, Juneau, Alaska

Legal Description
Lot 4 of US Survey 2664, Juneau Recording District, First Judicial District, State of Alaska. With certain exceptions. Please see Addenda for the title report.

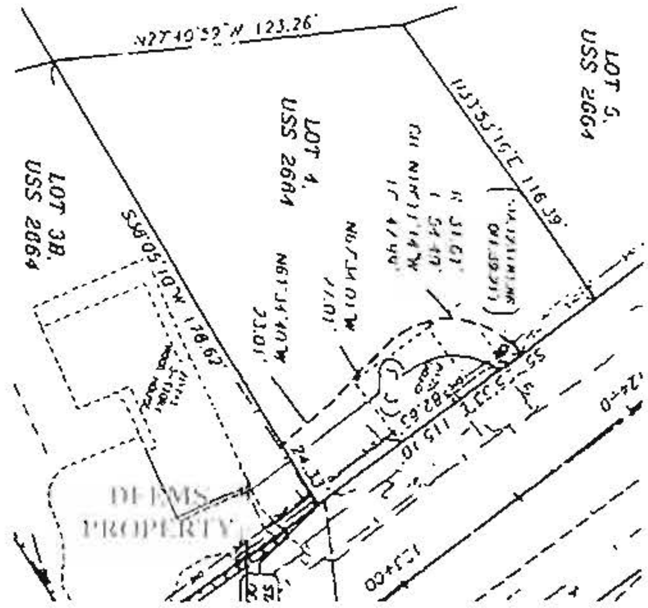


Figure 1.2 – Excerpt from DOT Highway Drawing

The Proposed Acquisition
The proposed acquisition consists of 2,272 SF of land, referred to as Parcel E-3. It is a portion of Lot 4, and has the foundation of the former garage on it, which was recently torn down. The easement will be used to give access to the adjacent Deems residents on the southeast side of Lot 4. As proposed, the project will change the road grade in front of the adjacent Deems residents. This easement will restore driveway access directly from glacier highway. See Figure 1.2.

1.3 INTENDED USE AND USERS

The purpose is to estimate the market value effective as of the inspection date. The appraisal has been prepared for the State of Alaska, Department of Transportation & Public Facilities (DOT/PF) and the City and Borough of Juneau, the intended users. The intended use of the appraisal is to assist in the possible negotiations of the acquisition of the easement and to fulfill the requirements for a current appraisal report on the property.

The appraiser is not a building inspector or soils engineer. This report should not be relied upon to disclose any conditions present in the subject property. The appraisal report does not guarantee that the property is free from defects.

This is a summary report which meets the Standards of the Appraisal Institute, the Uniform Standards of Professional Appraisal Practice (USPAP), and is made in conformity with DOT/PF appraisal guidelines in Chapter 4 of its Right of Way Manual.

1.4 PROPERTY RIGHTS APPRAISED

The larger parcel property is appraised in fee simple interest, subject to the Commitment for Title Insurance # 0239-1991395 by First American Title Agency, issued October 29, 2012 at 8:00 AM. See the copy in the Addenda. The easement rights are:

This is a right-of-way easement. It is assumed that it is not for the exclusive use of Deems, but can be used by the property owner for its continued access for the entire length of the site along the highway frontage and would not prevent subdivision and access directly to hypothetically subdivided portions of the site. It would preclude building in this area and may push the front yard setbacks beyond the limits of this easement.

1.5 INSPECTION AND EFFECTIVE DATE

The property was inspected by Charles Horan, MAI on February 13, 2013, with the representative of the property owners, Mr. Carl J. Uchytil, PE, Port Director of the CBJ Dock and Harbor Department. The effective date of the appraisal is the date of the inspection: February 13, 2013.

1.6 PROPERTY HISTORY AND OSTENSIBLE OWNER

The subject property is owned by the City and Borough of Juneau, managed by the Docks and Harbors Department as part of the Statter Harbor Development currently under way, but not yet developed.

The Property was purchased from Gary and Nancy Lehnhart in 2010 for $630,000. The house and garage were demolished at a cost of approximately $30,000.

1.7 SCOPE OF APPRAISAL

The appraiser made a walk-through inspection of the property noting topographic features. Various maps and graphical representations of the site were provided by the City and Borough of Juneau website and the Department of Transportation. The size and dimension of the site is based on the right-of-way maps provided by the Department of Transportation.

The title to the property is based on the title report provided a copy of which is in the addenda. The wording of the right-of-way easement is based on conversation with Ray Preston, Right of Way Agent.

The scope of market research included a search of Horan& Company's sales library and database that covers over 25 years of residential and commercial transactions within the Juneau. We made a check of the Multiple Listing Service for transactions over the last several years in the subject or competing neighborhood within the general market. We also got a download of real estate transactions from the City and Borough of Juneau Assessing Department and check for transactions in the neighborhood.

The Sales Comparison Approach was principally relied upon in developing the market value for the subject. The Depreciated Cost Approach, which is primarily used for improvements, was not applicable and therefore not used. There is no significant income attributed to the subject site and land rents if any, for this type of property would not motivate buyers and sellers. Therefore, the Income Approach was not applicable.

1.8 ASSUMPTIONS AND LIMITING CONDITIONS

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

1. It is assumed the data, maps and descriptive data furnished by the client or his representative are accurate and correct. Photos, sketches, maps, and drawings in this appraisal report are for

visualizing the property only and are not to be relied upon for any other use. They may not be to scale.

2. The valuation is based on information and data from sources believed reliable, correct and accurately reported. No responsibility is assumed for false data provided by others.
3. No responsibility is assumed for building permits, zone changes, engineering or any other services or duty connected with legally utilizing the subject property.
4. This appraisal was made on the premise that there are no encumbrances prohibiting utilization of the property under the appraisers' estimate of the highest and best use.
5. It is assumed the title to the property is marketable. No investigation to this fact has been made by the appraisers.
6. No responsibility is assumed for matters of law or legal interpretation.
7. It is assumed no conditions existed that were undiscoverable through normal diligent investigation which would affect the use and value of the property. No engineering report was made by or provided to the appraisers.
8. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraisers. The appraisers are not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
9. The value estimate is made subject to the purpose, date and definition of value.
10. The appraisal is to be considered in its entirety, the use of only a portion thereof will render the appraisal invalid.
11. Any distribution of the valuation in the report between land, improvements, and personal property applies only under the existing program of utilization. The separate valuations for land, building, and chattel must not be used in conjunction with any other appraisal and is invalid if so used.
12. The signatory of this appraisal report is a member of the Appraisal Institute. The bylaws and regulations of the Institute require each member and candidate to control the use and distribution of each appraisal report signed by such member. Therefore, except as hereinafter provided, the party for whom this appraisal report was prepared may distribute copies of this appraisal report in its entirety to such third parties as selected by the party for whom this appraisal report was prepared; however, selected portions of this appraisal report shall not be given to third parties without the prior written consent of the signatories of this appraisal report. Further, neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations media, news media, sales media or other media for public communication without the prior written consent of signatories of this appraisal report.

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

1.9 TERMINOLOGY

Market Value

The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus.

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their best interest;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

The Dictionary of Real Estate Appraisal, 5th Edition, Appraisal Institute. Page 123

2 AREA ANALYSIS

2.1 JUNEAU AREA ANALYSIS

The subject is located on the water in Auke Bay 11 miles from downtown Juneau.

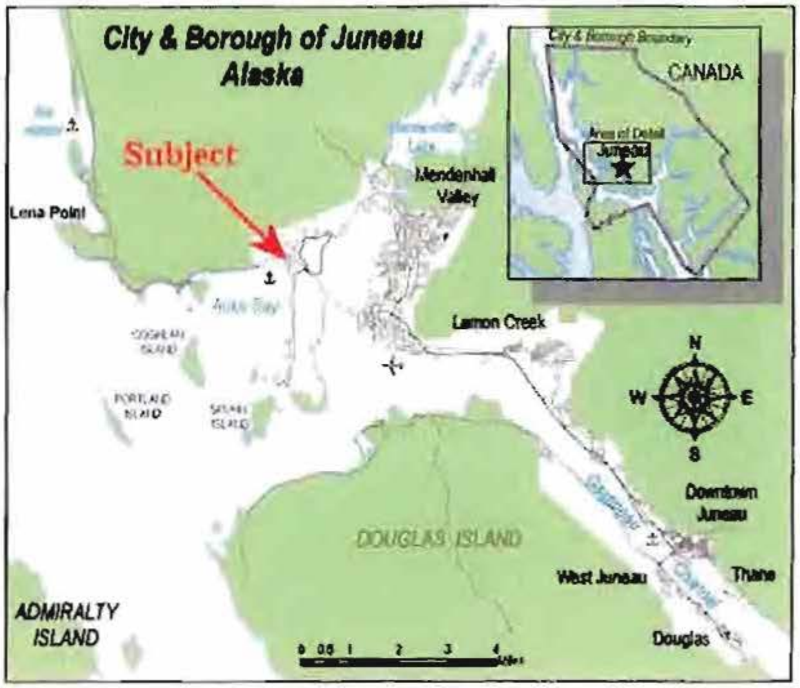


Figure 2.1 – Subject Location at Auke Bay

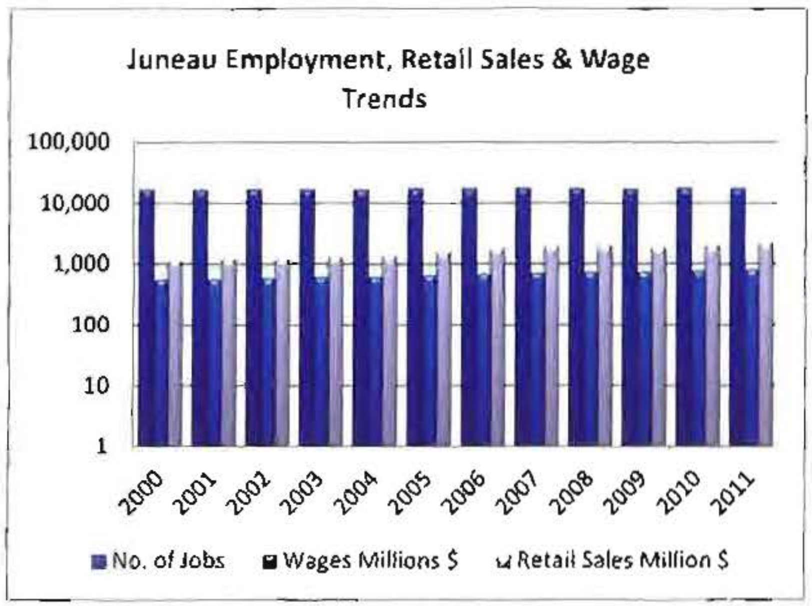
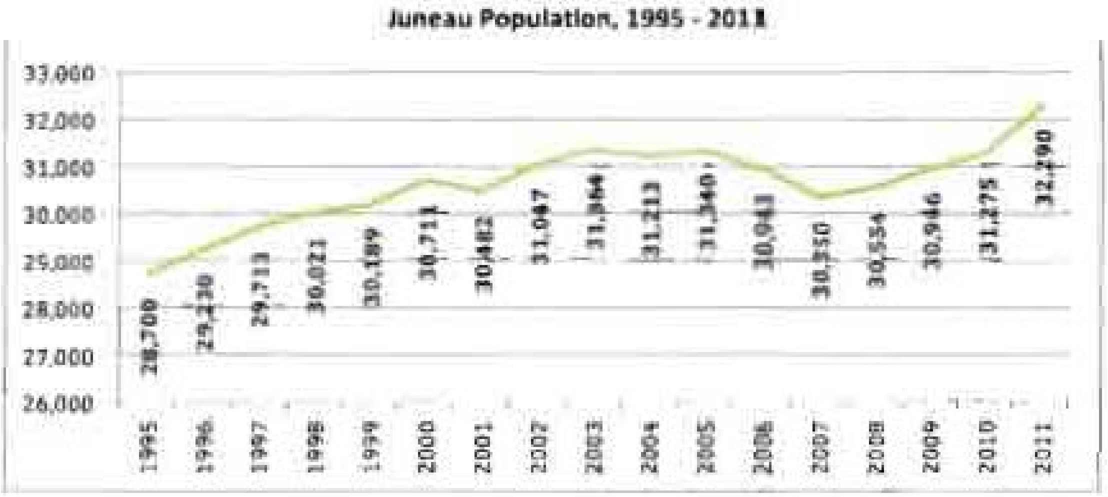


Figure 2.2 – Juneau Economic Indicators; Source: Juneau Economic Development Council, Compiled by Horan & Company

The Juneau economy is primarily driven by the state government. 42% of all jobs and 50% of all wages in Juneau are federal, state or tribal government. Being the state capitol, its employment makes up 25% of this payroll. Other diversifying elements of Juneau's economy include tourism, employment of two nearby major gold mines (Greens Creek and Kensington), regional and local health care, and the seafood industry. Growth has been seen in all these sectors except the tourist segment of retail, artists, entertainment, and sightseeing. This category had seen a modest decline[1] in 2011, but appears to have stablized in 2012. Figure 2.2 shows overall employment, wages, and retail sales. The trends in the housing market are typical of other segments of the economy. There was a peak in 2008 followed by a mild decline. Figures from 2010 and later indicate that a mild resumption of growth appears likely. Juneau had the fortune to see growth in job creation through the opening of the Kensington Mine in June 2010. The state government benefitted with the

[1] 2011 Juneau Economic indicators by JEDC.



Source: Alaska Department of Labor and Workforce Development

Figure 2.3 – Juneau Population from 1995 to 2011

downturn in capital creep where jobs had been syphoning off to Anchorage, which slowed in 2009. The expectation of the overall Juneau economy is for stability and slight growth, although it is a bit mixed in certain market segments.

The most recent population data released by the Juneau Economic Development Council Report shows an uptick in the general population for 2011. This seems to confirm that the health of the Juneau economy has been improving and the outlook would be for modest growth for stability.

Residential Market

The subject would be very appealing for a minor residential subdivision or multifamily project. The market in Juneau is relatively well developed with most transactions being handled by realtors. An active Multiple Listing Service (MLS) gives reasonable exposure for the bulk of the sales. As an indicator of the volume and pricing trends in this market, Figure 2.4 from the Juneau Economic Development Council (JEDC) shows average selling price of a single-family residence through Q3 of 2012. The market appears to appreciate significantly from 2011 through 2012 and remain strong throughout the year.

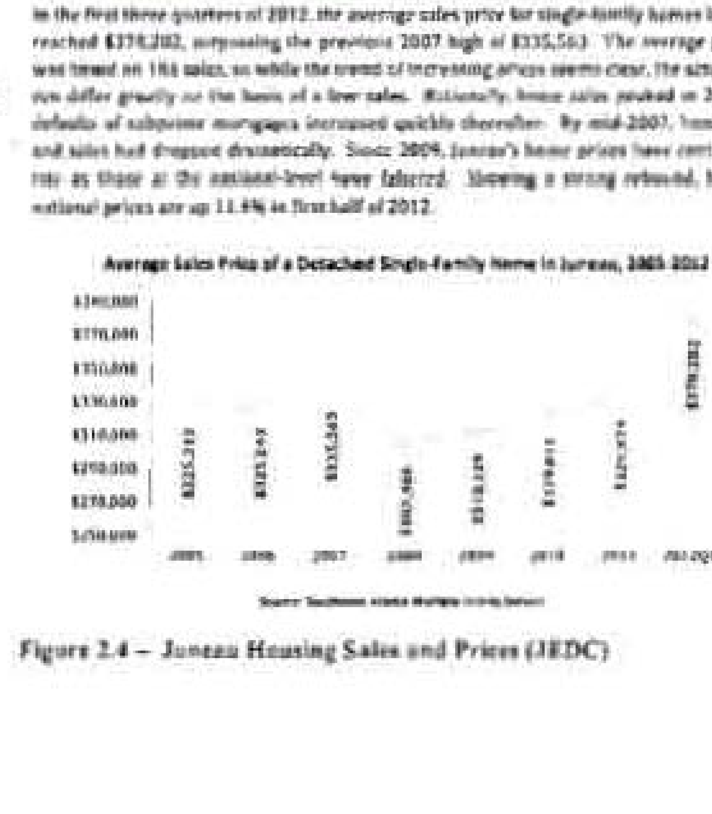


Figure 2.4 – Juneau Housing Sales and Prices (JEDC)

This trend covers a period when housing prices had run up, which generally follows the national trend, peaking in 2007 and then cooling in the following years based on the national recession and the uncertainty in the real estate market. The Juneau market, however, has remained strong over the past four years with a persistent employment and population base. Also, the capital creep ended or slowed significantly in 2009 along with the announcement that the Kensington Mine would come online. Indeed, production began in June 2010. Further, the influence of the state government in Juneau remained positive due to the strength of the treasury as a result of persistent high oil prices. In this environment, demand is good, sales brisk and the market would be characterized as in balance. There are very few sales right within the immediate update neighborhood. Conversations with realtors confirm that some listings in the area which may have been a bit high had not sold but would be more acceptable in today's improving market.

2.2 NEIGHBORHOOD

The neighborhood is commonly referred to as Auke Bay, featuring several private marinas and the City's Statter Harbor, which is in the process of being expanded. It is about 11 miles from downtown Juneau. The waterfront area is developed with condominiums, single family residences, and the NOAA Auke Bay Laboratory building and dock. The University of Alaska Southeast Juneau Campus is located along Auke Lake. There are apartments leading toward the Statter Harbor development to the northwest. Commercial use such as restaurants, a bar, general convenience store, Post Office and harbor related facilities are located close to the harbor near the intersection of Glacier Highway and the Mendenhall Loop Road. This area is generally the northernmost reach for commercial development of convenience and service along the Juneau road system.

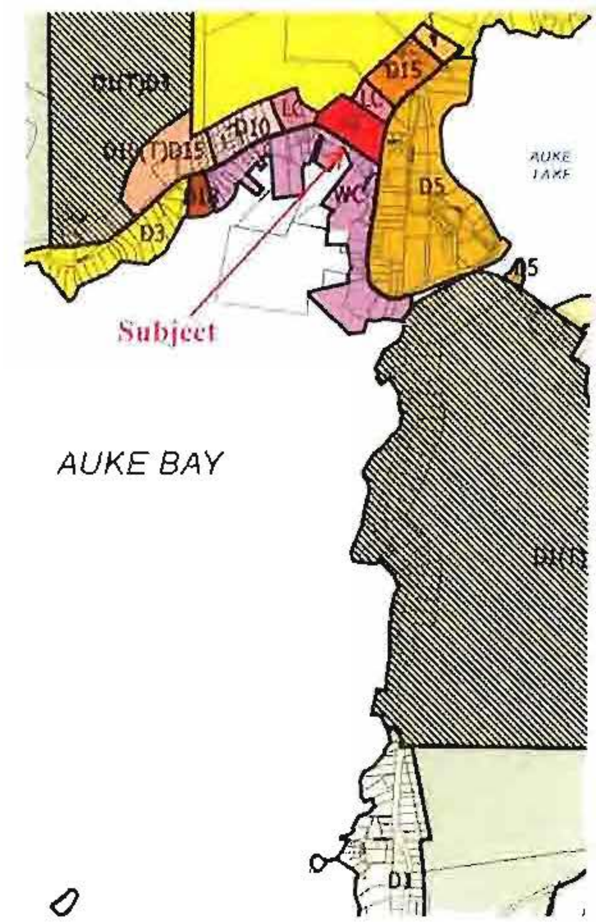


Figure 2.5 – Auke Bay Area Showing the Zoning and Subject Location

Past Statter Harbor, there is a commercial district and higher density residential development with some condominiums and a residential area of single family homes on large lots, which finally segues into a significant commercial use area at the westernmost edge of Auke Bay. The persistent demand for private and public moorage for heavy commercial vessels and transient docks has manifested itself in increasing development around the ferry terminal. This broader area is nearly built-out as well as the immediate inner Auke Bay/Statter Harbor area.

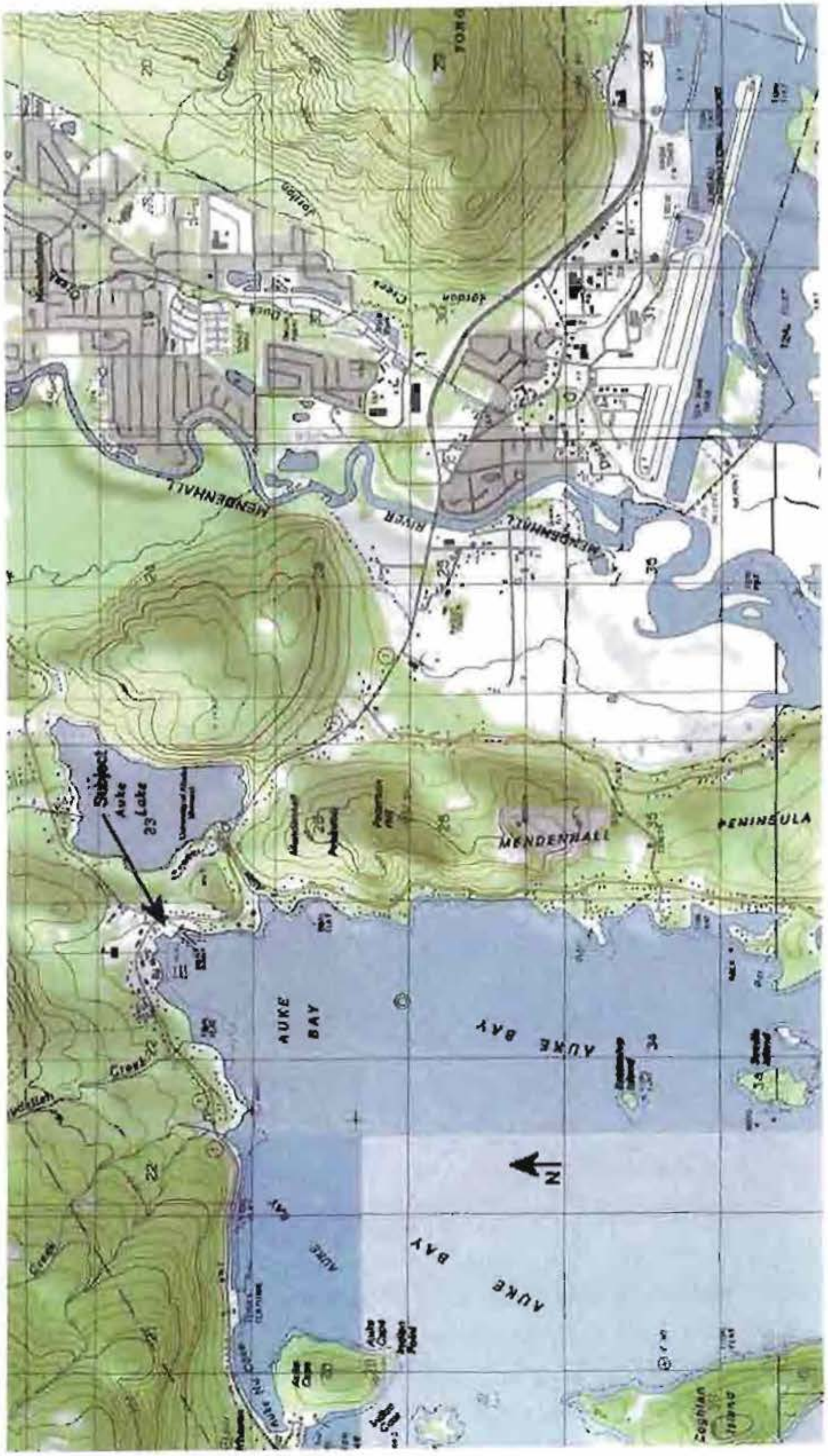


Figure 2.6 – Topo of Auke Bay Area

To the south of the subject area is the Fritz Cove neighborhood, separated from the subject area by Auke Creek, residential zoning, and topography to some extent. This area of Auke Bay is developed with waterfront and upland residential uses in relatively light densities of one to three units per acre. This area has seen appreciation in value over time associated with recent residential appreciation.

The Statter Harbor area has developed over the years in response to its location as the only semi-protected harbor area close to the Lynn Canal fishing grounds and other water bodies emanating to the southwest and north as well as the airport and nearby residential areas. The city has assembled significant contiguous properties over the past decade expanding this harbor presence. DeHart's Marina, at the center of the bay, sold to the City in 2005 at $2,600,000 for 5.8 AC of property, comprised primarily of improved tidelands. This purchase spurred a master plan for the Statter Harbor expansion estimated at $20 Million dollars, currently in process. This will add parking, intermediate boat floats, two boat launches and ramp in addition to the extensive dock improvements already in place. This facility occupies the east half of the inner harbor. Please see the inserted Figure 1.7 which reflects the current city plans for the expansion of Statter Harbor. The replacement of the old Dehart's Marina with an expansion of the City Marina is underway.

Figure 2.7 - Statter Harbor Improvements

In addition to the demand for moorage, there is demand for other commercial and residential development in the area for its scenic qualities and ease of access to the harbor. This inner Auke Bay area has had persistent demand for condominium, multi-family, and individual single-family sites. The US Coast Guard, NOAA, University, and other users also use this protected inner harbor area, which stabilizes market demand. Underutilized waterfront properties are purchased for speculation or development in conjunction with larger projects.

In conclusion, the Auke Bay waterfront has seen significant changes in use over the past decade, with increased traffic and demand for real estate in the area. The subject is now vacant, would be a prime candidate for a minor a lot subdivision as has happened elsewhere in the neighborhood. The demand for residential properties appears to be strengthening.

3 PROPERTY DESCRIPTION

Figure 3.1 - 2006 Aerial of Subject and Immediate Area

3.1 SITE DESCRIPTION AS-IS

The site is Lot 4 of USS 2664, except for a portion taken by the Territory of Alaska for right-of-away in 1951. The net area according to the current proposed right of way map is 17,133 SF. The site has over 121 feet of frontage along Glacier Highway. Its western boundary extends at a right angle 116 feet and its eastern boundary extends 178.6 feet towards Auke Bay. The angled frontage along Auke Bay is just over 123 feet.

The northern boundary of the site is at the Glacier Highway grade. There is an angled area about 20% more or less the land area at this grade where the old garage once stood. The site slopes steeply to the more gently sloping tidelands below where there was a building pad for the house that has also been removed. There is a stand of medium growth evergreens by the highway. The low lands are characterized by brush and alder scrub. It is assumed the soils are relatively good for residential development based on observations of the neighboring properties and the historic use of the subject.

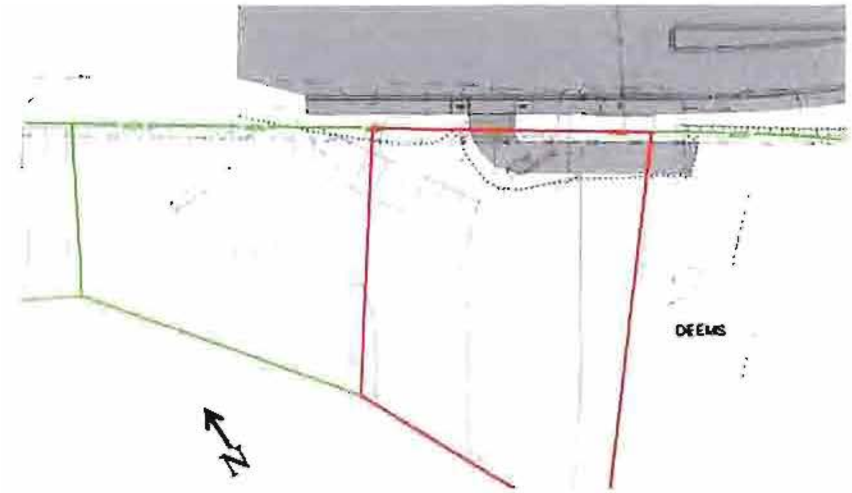


Figure 3.2 - Excerpt of subject showing topography with the proposed road project overlay and the proposed standard harbor parking below. Note level lands at highway grade in the upper right corner.

Off-site Improvements

Glacier Highway provides access to the subject property along the entire northerly portion of the site. Glacier Highway is a paved state highway with a curb, gutter and a sidewalk along the upland portion of the roadway. This is a two lane, two-way, paved right-of-way with typical overhead lighting. All utilities available in the City and Borough of Juneau are available to the subject site including water, sewer, electrical power, telephone service, internet service, and cable television. Private vendors provide power, phone, cable, oil and gas as well as trash pickup.

Easements and Other Restrictions

The fee simple property rights are appraised herein as described in the Title Report in the Addenda. There are no unusual restrictions or easement encumbrances affecting the functional use of the property noted by the appraiser.

Zoning

The subject site is zoned Waterfront Commercial (WC). The intent of the waterfront commercial district is expressed in the following code language:

> **49.25.250 - Waterfront Districts.**
> The following districts are established to accommodate those uses that are dependent or directly related to the water, a waterfront location, or both. These districts regulate development of the waterfront to take advantage of the unique attributes and limitations of its lands:
>
> (a) The WC, Waterfront Commercial district, is intended to provide both land and water space for uses which are directly related to or dependent upon a marine environment. Such activities include private boating, commercial freight and passenger traffic, commercial fishing, floatplane operations, and retail services directly linked to a maritime clientele. Other uses may be permitted if water-dependent or water-oriented. Residential development is allowed in mixed- and single-use developments in the waterfront commercial district.

This district allows a wide range of uses including one in two-family dwellings, marine mechanical and equipment sales, offices, open space, parking, boat sales storage and fuel, etc. It allows for relatively dense development with minimum lot sizes of 2,000 SF, minimum width of 20 feet and a depth of 60 feet. Side yard set backs are usually 10 feet and maximum height is 35 feet.

By these standards the subject lot's 121 feet of frontage along Glacier Highway would allow up to six 20 feet wide sites. There are topographical, soils, traffic and other practical constraints, however.

Assessed Valuation and Taxes

The subject is owned by the City and Borough of Juneau. It is therefore tax-exempt there is no assessment and no taxes due and owing. Last year's no rate was 10.55.

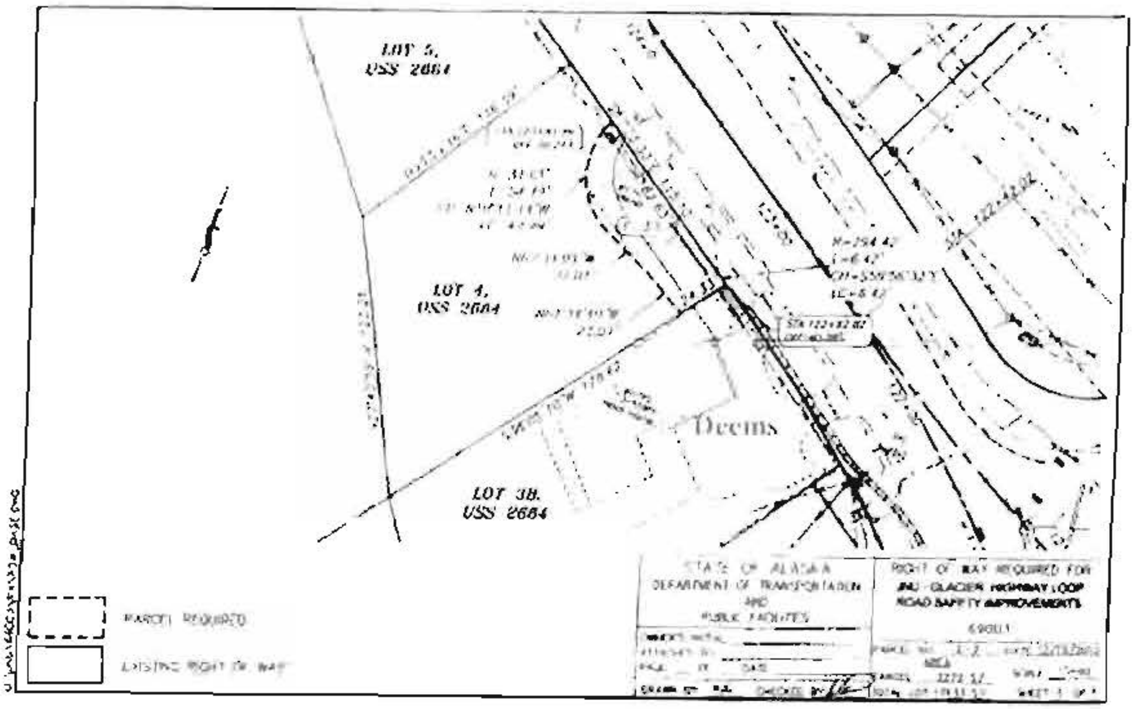


Figure 3.3 – Right-of-way Map Showing the Subject Lot 4 and Parcel E-3

3.2 DESCRIPTION OF ACQUISITION – PARCEL E-3

Parcel E-3 is nearly level at Highway grade. It encumbers the area of the former garage slab and the level lands to the west, which would provide driveway access to the Deems property. This encumbers about 88 feet a highway frontage for just over 70% of the existing frontage. The area is 22,072 SF.

This is a right-of-way easement. It is assumed that it is not for the exclusive use of Deems, but can be used by the property owner for its continued access for the entire length of the site along the highway frontage and would not prevent subdivision and access directly to hypothetically subdivided portions of the site. It would preclude building in this area and may push the front yard setbacks beyond the limits of this easement.

3.3 DESCRIPTION OF SITE AFTER ACQUISITION

The project rebuilds the highway at road grade in front of the subject. However, adjacent and to the southeast there is a retaining wall cutting these properties off from direct highway access. See Figure 3.4 below.

Figure 3.4 - The effect of the project on subject in nearby properties. Also shown is the CBJ Docks and Harbors Statter Harbor project overlay not yet built.

The effect of the right-of-way acquisition leaves a net area of 14,861 SF of usable land. As seen in Figure 3.5 below, much of the remainder land is sloping or at the beach elevation below. Most of the level land at highway grade is not available for development.

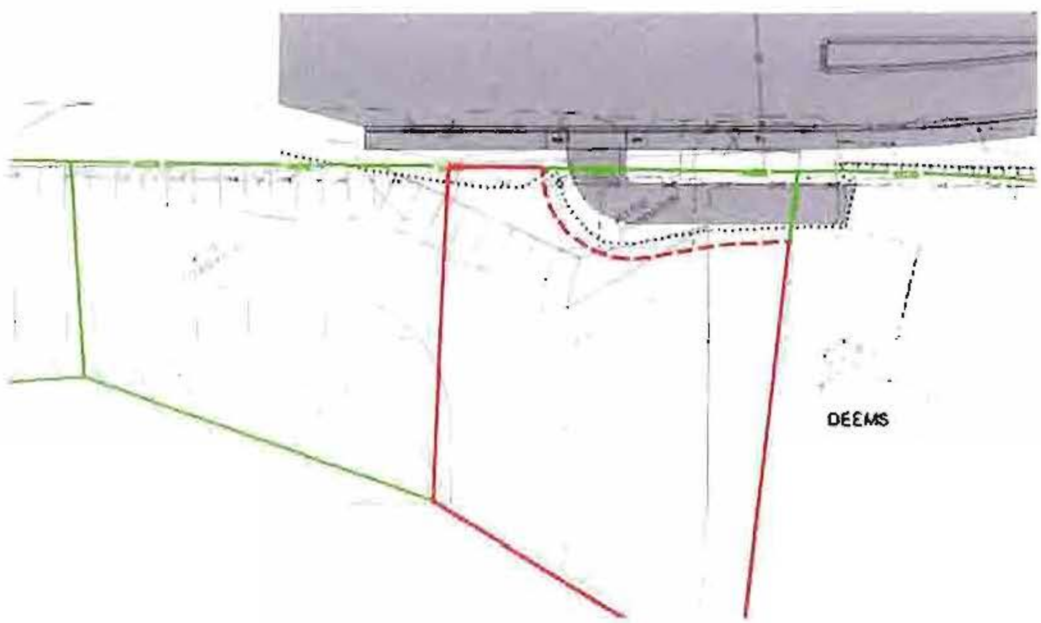


Figure 3.4 - Subject Parcel after Purchase. Note much of the level land at Highway grade is gone.

4 VALUATION

Highest and Best Use

Highest and best use is defined as "the reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."

The Dictionary of Real Estate Appraisal, 5th Edition. Appraisal Institute. Page 93

There is a wide variety of legally permissible and physically possible uses that could be developed on the subject site. The zoning allows for a wide variety of commercial and residential development. Commercial rents in the area have generally been static. The demand for owner occupied waterfront is probably higher than for speculative real estate investments. However, there is a premium price being paid for residential waterfront sites throughout the Juneau area and especially in the Auke Bay/Fritz Cove Road area. The current zoning allows for subdivision of sites as small as 2,000 SF as long as setbacks and other requirements are met. As a vacant lot, it appears the subject would easily be available for a minor subdivision of two or three lots similar to the development scene two blocks to the west, as noted in Figure 4.1

The highest and best use would be for residential development, taking advantage of the waterfront views and proximity to the municipal harbor.

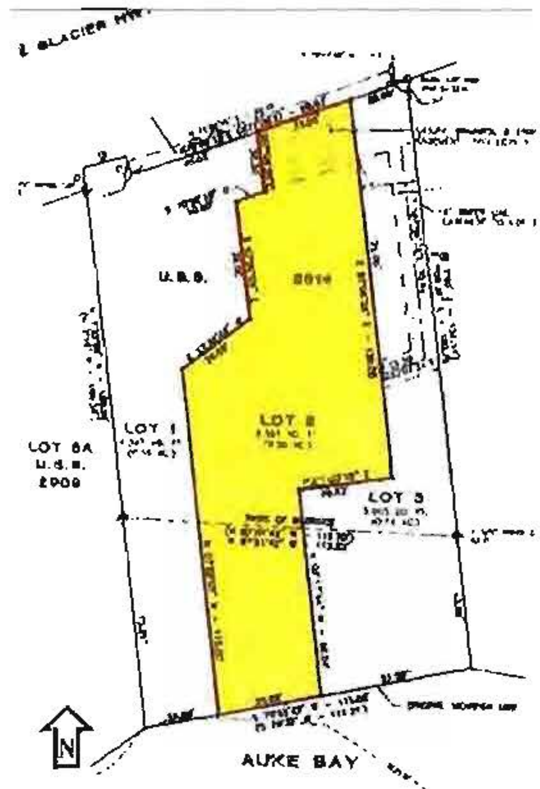


Figure 4.1 - Representative minor subdivision off Glacier Highway fronting Auke Bay.

4.1 LAND VALUATION

The area is fully developed and there are limited choices for residential lots. New development usually occurs through demolition of old houses. With the low density allowed in the area, subdivisions typically occur to the larger lots. I have considered transactions up as far back as 2001 and have considered sales of properties with residential improvements that contribute to the overall price. Also considered were sales on Fritz Cove Road, which have a lower development density, but show the absolute price being paid for waterfront sites in the area and the a price per square foot. Table 4.1 summarizes the wide array of sales and listings considered.

Table 4.1 – Auke Bay Area Sales and Listings									
Appraisal No.	Record No.	Location	Sale Date	Sale Price	Adjust Building Improvements	Net Land Price	Size SF	Price Per SF	Zone
2	2055	11765 Glacier Hwy	12/01/2001	$290,000	$0	$290,000	13,068	$22.19	WC
	2454	11985 Glacier Hwy	04/13/2004	$365,000	$200,000	$165,000	8,591	$19.21	WC
	2540	11975 Block Glacier Hwy	06/16/2010	$220,000	$0	$220,000	5,905	$37.26	WC
4	2543	11995 Glacier Hwy	04/27/2005	$500,000	$325,000	$175,000	6,397	$27.36	WC
	4155	11435 Glacier Hwy, Auke Bay, Juneau, Alaska	09/16/2005	$525,000	$55,000	$470,000	25,599	$18.36	WC
1	6653	11755 Glacier Hwy	06/04/2010	$630,000	$230,000	$400,000	17,133	$23.35	WC
				$630,000	$0	$630,000	17,133	$36 77	WC
	6395	Indian Cove Dr	05/21/2008	$330,000	$0	$330,000	8,805	$37.48	D-3
	6380	3190 Fritz Cove Rd	10/31/2006	$299,500	$0	$299,500	13,804	$21.70	D1 (T) D3
	6652	3190 Fritz Cove Rd	04/14/2007	$350,000	$0	$350,000	13,761	$25.43	D1 (T) D3
3	7318	3190 Fritz Cove Rd	05/25/2012	$350,000	$0	$350,000	13,761	$25.43	D1 (T) D3
	7562	2530 Fritz Cove Rd	02/13/2013	$329,000		$329,000	18,543	$17.74	D1 (T) D3
				Improvements Demolished					
				Asking Price					

Table 4.1 - Auke Bay Area Sales

The first column in this table notes the four comparables felt to be most representative of the market. They are further analyzed as the most representative comparables.

The first seven observations are similarly zoned Waterfront Commercial. Of these, the top record No. 2055 adjacent to the subject sold nearly 12 years ago. It had some fill and driveways on it, similar to the subject. There has been some appreciation since this time.

The next three observations 11975, 11985 and 11995 Glacier Highway, are the small strip lots adjacent to each other noted in the Figure 4.1. Several of these sales had improvements that are allocated and the net land price was then calculated. Two of these sales had allocations and range in square-foot value from $19.20 to $27.36 having occurred 8 to 9 years ago. The one vacant lot was listed in 2010 for $220,000, and after six months or so on the market did not sell. Recent interviews with realtors suggest that this property may informally be on the market at this level. This appears to set the upper end of values for the smallest lots at about $200,000 and just over $30 a square foot.

The other Waterfront Commercial (WC) transactions 11435 Glacier Highway and the prior sale of the subject, 11755 Glacier Highway, were both improved. The net land price reflects allocations made by the buyer in the first instance and the appraisal in the second instance. The sale of the subject is also analyzed as the total value divided by the square footage to indicated upper limit of over $36 per square foot for the actual acquisition cost. The purchaser and the City and Borough of Juneau had additional costs of about $30,000 in razing the house and garage that were on this property.

As a check against the Waterfront Commercial sales, we also considered competitive residentially zoned sales that provided similar waterfront sites. These are zoned D1 and D3. As can be seen over the last six years, several sites have sold ranging from 8,800 SF to 18,500 SF with sales or asking prices from $17 to $37 per SF. It is observed that the more easily developable sites, such as the Indian Cove Drive as compared to the more difficult to develop Fritz Cove Road listing, show that a premium is paid for sites that are more developable. It is also noted that small sites would yield a higher square-foot value than larger sites all things being similar, except that this trend is not so pronounced in the WC zoned sites since they can be easily subdivided.

The latter D1 zoned observation at 3190 Fritz Cove Road sold three times over the last six years. It appears there was some appreciation between 2006 and 2007. The house was finally razed after 2007 with a reported cost of $80,000. It was then sold in 2012 for a similar price as paid in 2007. There may have been some circumstances surrounding this sale where some value was given to the residence in 2007, although it was anticipated eventually that it would be razed. It is noted that the 2530 Fritz Cove Road has a building pad developed on it, but is not as extensive as the 3190 Fritz Cove Road property. This smaller site selling at a higher value suggests the extent and quality of site development is important in the market.

Qualitative Ranking
Comparable sales noted as Appraisal No. 1 through 4 in the left-hand margin of Table 4.1 have been identified as being the most helpful and indicative of the subjects of value on a square foot basis as developed in the following Table 4.2. Details of these comparables are contained in the Addenda. These four key sales have been adjusted to allocate out their building improvements to develop the Net Land Value. This quantitative adjustment is based on a depreciated cost of the improvements, interviews with the property owners or allocations based on assessments. The remaining differences are mainly: market conditions which have changed over time, the size of the land which may impact the price paid per square foot, and the extent of the topographical development or site characteristics. These latter attributes are not readily quantifiable in the market and discrete adjustments cannot be made. A qualitative rating has been developed to weigh market differences between the subject and the comparables whereby, if a comparable attribute is superior to the subject, a minus rating of -1, -2, or -3 is given, depending on its severity. Conversely, if a comparable attribute is inferior to the subject, a plus rating of +1, +2, or +3 is given, depending on its severity, to weight this with other attributes towards the subject. The gradation of weighting 1 to 3 is used since all qualitative attributes are not, in the appraisers' opinion, equally weighted within the market.

The **titled interest** is rated similar between the subject and comparables. The subject had some minor utility access and ditching easements, which did not significantly impact the highest and best use as is similar among the comparables.

All comparables were found to be similar in the **conditions of sale**, all being supported by reasonable market evidence, having been rationally negotiated. Purchasers had alternate purchase options and none were purchased under threat of condemnation.

The **market conditions** are improving, but sales over the last half dozen years or so are difficult to adjust precisely for change over time based on the limited evidence. However, with the older sales, there is a clear indication that the market has advanced. For instance, Comparable 2 in 2001 certainly saw some appreciation, especially into the middle part of the last decade. This is rated inferior by +2. Comparable 4 which occurred in April of 2005 also saw some run-up in the market until 2007 to 2008. It is rated inferior by +1. It may be argued that the market has recovered somewhat since Comparable 1 occurred in 2010, but the evidence is not clear enough and it will be rated as similar, same as Comparable 3 which occurred about six months ago.

SIZE is an important element especially for extremes. Comparable 4 is the allocated value of a subdivided lot which is less than 6,400 SF and is inferior on a price per square foot basis, all other things being equal by -2. Comparables 2 and 3 are over 13,000 SF and are felt to be similar on a price per square foot basis. It could be argued that Comparable 3 which is zoned the D1 could not be subdivided and its square-foot price would be inferior. However, it is noted that there is a preference in the market for larger sites for control as well. Comparable 2, similarly over 13,000 SF, would be an easy candidate for small lot subdivision and is felt to be Similar to the subject.

Another important element is overall SITE CHARACTERISTICS. The subject has a parking pad, and then slopes down to the beach with a building pad on the beach. While the comparables vary in the degree of developability, there is not enough information available from these sales to make discrete adjustments. They all have building pads or drives and they are all rated as similar.

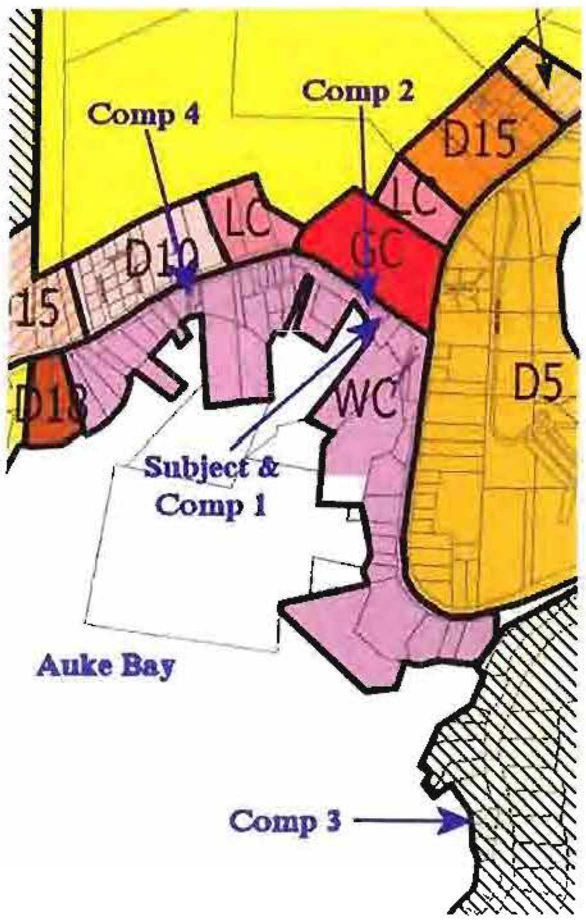


Figure 4.2 - Sales Location Map

TABLE 4.2 - SQUARE FOOT PRICE QUALITATIVE RATING GRID									
Comparable Elements	**Subject** 11755 Glacier Hwy.	**Comp 1** (6653) 11755 Glacier Hwy		**Comp 2** (2055) 11765 Glacier Hwy.		**Comp 3** (7318) 3190 Fritz Cove Rd.		**Comp 4** (2543) 11995 Glacier Hwy.	
Price		$ 400,000		$ 290,000		$ 350,000		$ 175.000	
SF Price		$ 23.35		$ 22.19		$ 25.43		$ 27.36	
Titled Interest	Fee	Similar	0	Similar	0	Similar	0	Similar	0
Conditions of Sale	Cash	Similar	0	Similar	0	Similar	0	Similar	0
Market Conditions	2/13	6/10	0	12/01	+ 2	5/12	0	4/05	+ 1
Size (SF)	17,133 SF	17,133	0	13,068	0	13,761	0	6.397	-2
Access									
Topo & Site Characteristics	Parking pad slopes to beach; building pad	Similar	0	Similar	0	Similar	0	Similar	0
Overall Rating			0		+2		0		-1

If a comparable attribute is superior to the subject, a minus rating of -1, -2, or -3 is made, depending on its severity.
If a comparable attribute is inferior to the subject, a plus rating of +1, +2, or +3 is made, depending on its severity.

TABLE 4.3 - SUMMARY RANGED VALUES		
Comp 2	Inferior + 2	$ 22.19 / SF
Comp 1	Similar 0	$ 23.35 / SF
Comp 3	Similar 0	$ 25.43 / SF
Comp 4	Superior - 1	$ 27.36 / SF

The closest similar comparables indicate $23.35 per square foot to $25.43 per square foot. They are bracketed by the next best indicators, broadly $22 to $27 per square foot. It is recognized that Comparable 1 is the allocation of the subject prior to the building being razed. Now that the improvements are gone, the site is available for highest and best use subdivision development and would be improved over its mere allocation. The City and Borough of Juneau paid about $30,000 to have the improvements demolished. Therefore, slightly more weight will be given to a Comparable 3 at $25 per square foot. Based on the foregoing indicated value of the larger parcel before the acquisition of the easement, is estimated at $25 per square foot and can be calculated as follows:

17,133 SF @ $25 = $428,325

4.2 VALUE OF ACQUISITION AS PART OF THE LARGER PARCEL

As noted in Section 3.2, Description of Acquisition, the part taken contains the most desirable portion of the property. The remainder of the property includes a little bit of level land adjacent to the easement, sloping lands and then a building site at the bottom near title elevation. The right-of-way area will no longer be available for building development and represents a fee-taking. The value of the acquisition as part of the overall parcel is simply the overall average square-foot value applied to the part acquired as follows:

2,272 SF @ $25 = $56,800

Conversely, the value of the remainder as part of the whole site is:

14,861 SF @ $25 = $371,525

4.3 VALUATION OF REMAINDER AFTER ACQUISITION

Highest and Best Use and After Condition

The highest this use in the after condition is not changed. The site would be suitable for a minor subdivision of two or three lots. The development however would be somewhat more costly and less convenient with the loss of the land at road grade.

Value of Remainder

In the after condition, the site would be more costly and somewhat less desirable to develop due to the loss of the lands that are adjacent to the road. More site development would have to occur, bringing in driveways or other fill or building structures for road grade parking. The market does not give precise guidance on this, although intuitively the market would pay less for this less desirable topography. Consider the price difference between 2530 Fritz Cove Road asking $329,000 and the most recent price paid for 3190 Fritz Cove Road $350,000. Although this indicates at least a $21,000 difference ($350,000 Sale - $329,000 Asking) for a site that is nearly 5,000 SF larger (Listing 18,543 SF, Sale 13,761 SF). Moreover, the superior site had nearly $80,000 of improvements. The square-foot difference between these sites is nearly $7.70 per SF ($25.43 minus $17.74). Considering the array of square foot values presented in Table 4.3, the subject was most similar between $23.35 per SF and $25.43 per SF with a difference of about $2.00 per SF. This represents about 8% of the estimated value of the subject in the before condition ($2.00 per SF divided by $25 equals 8%). It appears reasonable to discount the value of the property in the after condition $2.00 per SF for a net value of $23 per SF. The overall value can be calculated as follows:

$14,861 per SF at $23 = $341,803

4.4 VALUE OF ACQUISITIONS

Calculation of Value of Acquisitions

Value Before (17,133 SF)	$ 428,325
Value After (14,861 SF)	$ 341,803
Value of Acquisitions	$ 86,522

Damages and Benefits

There is no special benefit to the remainder of the property. There is damage to the remainder to the extent of the difference between the contributory value of the remainder as part of the larger parcel (14,861 @$25 per SF = $371,525) and the value of the remainder after acquisition. This is calculated as follows:

Value of Remainder as Part of the Whole	$ 371,525
Value of Remainder After Acquisition	$ 341,803
Indicated Damages to Remainder	$ 29,722

The value of the acquisition is summarized as follows:

Value of Part Acquired	$ 56,800
Add Damages to the Remainder	$ 29,722
	$ 86,522

ADDENDA

SUBJECT PHOTOGRAPHS

Glacier Highway St. scene looking in an easterly direction. Subject photo right. 021313_0220

Glacier Highway St. scene looking in a westerly direction. Subject photo left. 021313_0229

View of subject as it fronts Glacier Highway. 021313_0230

Angled view of subject and the level area fronting Glacier Highway. Note garage foundation photo center. 021313_0225

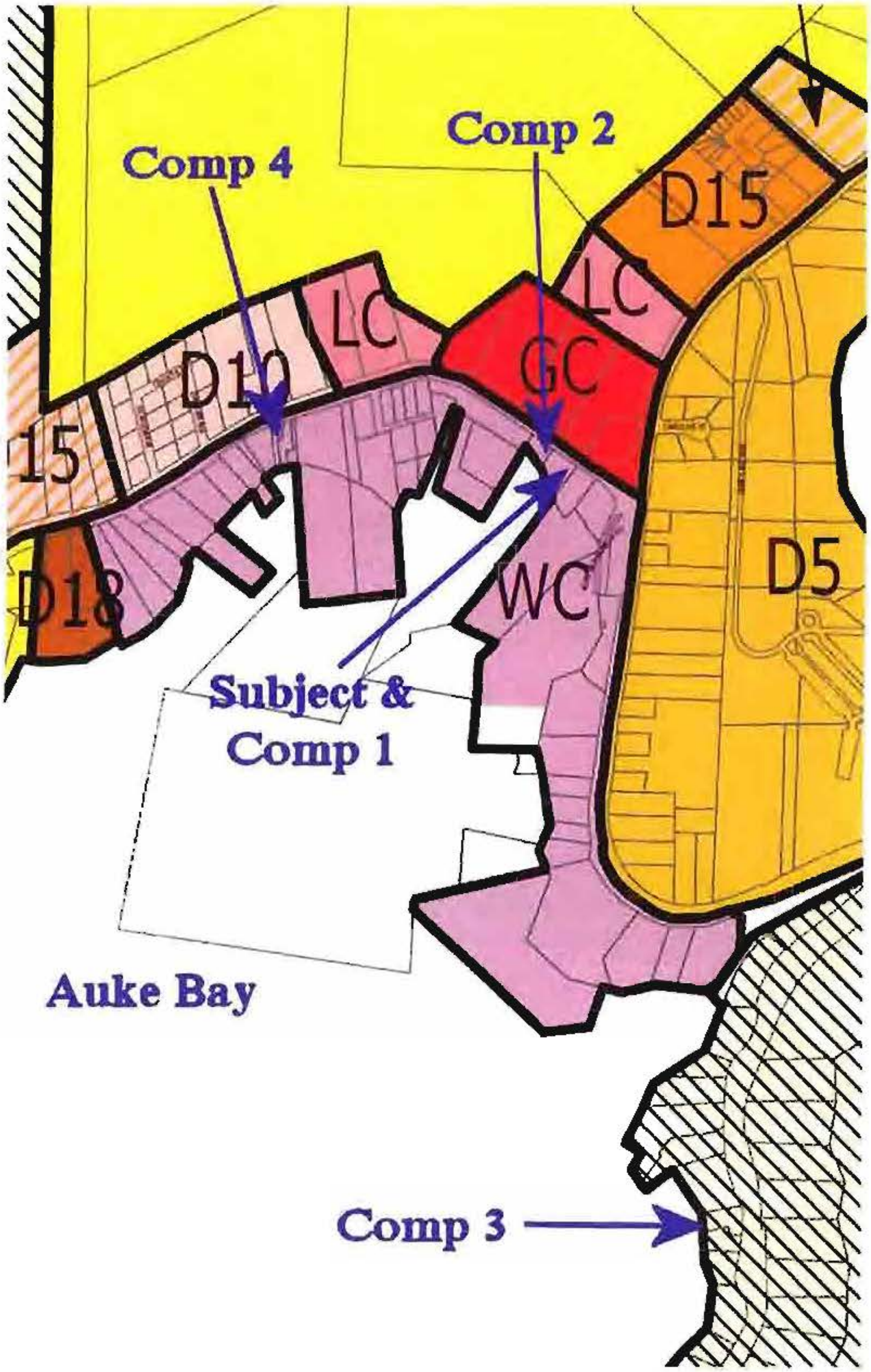
View of Auke Bay from subject site at low tide. 021313_0238

Interior view of subject as it slopes toward the beach. 021313_0222

SUBJECT PHOTOGRAPHS

View of subject from the beach looking in a north easterly direction. Subject site right of snow-covered beach log. Note filled pad area at beach below house.
021313_0240

SUBJECT AND COMPARABLE MAP



HORAN & COMPANY, LLC **LAND COMPARABLE NUMBER 1**

Community: 03 CBJ - Auke Bay **Recording District:** Juneau
Address: **City:** **State:** **Zip:**

Location: 11755 Glacier Highway
Legal: Lot 4, USS 2664; Sec B & C 09-074; Parcel Number: 4-B28-0-101-004-0

Instrument: SWD - **Serial:** 2010-003017-0
Trans.Type: Sale
Rights: Assumed Fee Simple
Terms: Assume Cash

Sale Price: $630,000
Trans. Date: June 4, 2010
Grantor: Gary & Nancy Lehnhart
Grantee: City and Borough of Juneau

Size (SF): 17,860
Frontage: 121
Zone: WC
Topography: Sloping
Vegetation: Brushy, Wooded
Soil: Typical

Utilities: Water, Sewer, Electric, Telephone
Access: Road, paved
Improvements: House
Land Class: Residential, Waterfront, Commercial

Present Use:
Intended Use:
Highest and Best Use:

Comments

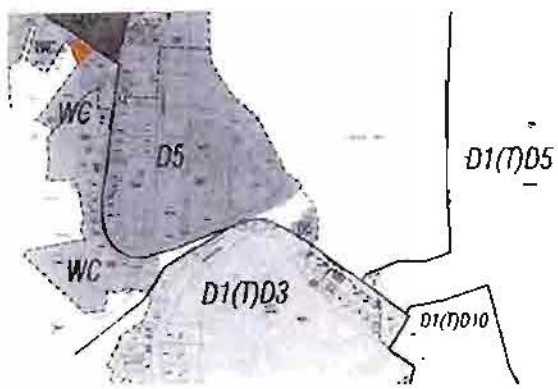
Analysis:

Site is adjacent proposed Statter Harbor improvements and improvements will be demolished.
$400,000 ÷ 17,860 SF = $22.40/SF.
$400,000 ÷ 124 WFF = $3,125/WFF

Marketing Info: Offered exclusively to the city at appraised value. Negotiations after appraisal resulted in an agreed price of $20,000 less than appraisal.

Confirmed with:	John Stone	Nancy Lenhart
Confirmed date:	4/6/2010	9/18/2009
Confirmed by:	T.Riley	T.Riley
Book/Tab:	84	Auke Bay
Revision Date:	5/1/2012	
Record Number:	6653	

091809_5181



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HORAN & COMPANY, LLC **LAND COMPARABLE NUMBER 2**

Community: 03 CBJ - Auke Bay **Recording District:** Juneau
Address: 11765 Glacier Highway **City:** Juneau **State:** AK **Zip:** 99801
Location:
Legal: Lot 5, USS 2664,

Instrument: Statutory **Serial:** 2001-014542-0
Trans.Type: Sale
Rights: Fee Simple
Terms: Typical

Sale Price: $290,000
Trans. Date: December 1, 2001
Grantor: Auke Bay Enterprises, LLC
Grantee: City and Borough of Juneau

Size (SF): 13,068
Frontage: 130'
Zone: WC
Topography: See Comments
Vegetation: Brushy
Soil: Buildable

Utilities: All
Access: Road, paved
Improvements: Old foundation, no value
Land Class: Waterfront, Commercial

Present Use: Vacant
Intended Use: Assemblage by CBJ for park, etc. Prior owner had commercial development ideas.
Highest and Best Use: Residential/Commercial

Comments
Second driveway down to an old house foundation, basically undeveloped land. Slopes to harbor. Not developed. About 10' to 20' below highway grade to foundation. Continues sloping another 10' to 20' elevation changed down to the water.
Prior sale 8/2000 for $240,000 B544 P56 Juneau, Grantor: Carol Fasano-Zanutto, Grantee: Auke Bay Enterprises, LLC
Lease of adjacent ATS 758 had been cancelled prior to sale.

Analysis:

08/2000 Sale $240,000 ÷ 13,068 SF= $18.36/SF
12/2001 Sale $290,000 ÷ 13,068 SF= $22.19/SF

Marketing Info: Negotiated Price. As the purchase price exceeds the assessed value of $240,000, a special motion was required to authorize the acquisition at a price above market value. Mr. Harris (seller) was in the process of designing and obtaining permits for a lodge and restaurant to be constructed on the property, but has offered to sell the property at a price designed to recover some development costs.

Confirmed with:	CBJ/Gilbertson	
Confirmed date:	1/1/2002	
Confirmed by:	C.Horan	
Book/Tab:	84	Auke Bay
Revision Date:	3/6/2013	
Record Number:	2055	

03_0434

HORAN & COMPANY, LLC | **LAND COMPARABLE NUMBER 3**

Community: 03 CBJ - Auke Bay
Recording District: Juneau
Address: Fritz Cove Road
City: Juneau
State: AK
Zip: 99801
Location: 3190 Fritz Cove Road
Legal: S Fraction Lot 3A, USS 2669; Parcel Number: 4B2301020110

Instrument: WD -
Serial: 2012-003190-0
Trans.Type: Sale
Rights: Assumed Fee Simple
Terms: Cash

Sale Price: $350,000
Trans. Date: May 25, 2012
Grantor: HYNES, Robert C.
Grantee: Yerkes, Josh and Molly

Size (SF): 13,761
Frontage: 74.20
Zone: D1 (T) D3
Topography: Steep w/bench, Cliff side, See Comments
Vegetation: Typical
Soil: Buildable

Utilities: All
Access: Road, paved
Improvements: None
Land Class: Waterfront, Vacant, Residential

Present Use: Vacant
Intended Use: Residential
Highest and Best Use: Residential

Comments

CBJ Assessor's analysis notes land at $300,000. This lot is prepped and ready to build. Site prep reportedly 80K; former house demo may have been part of this cost.

Analysis:

$332,500 ÷ 0.316 AC = $1,052,215/AC
$350,000 ÷ 13,761 SF = $24.16/SF
$350,000 ÷ 74.2 WFF = $4,481/WFF

Marketing Info: MLS 11312. Exposed at $380,000 for 27 days on market.

Confirmed with: MLS
Confirmed date: 7/17/2012
Confirmed by: T.Riley
Book/Tab: 82/83 Auke Bay
Revision Date: 7/17/2012
Record Number: 7318

HORAN & COMPANY, LLC — **LAND COMPARABLE NUMBER 4**

Community: 03 CBJ - Auke Bay
Recording District: Juneau
Address: 11995 Glacier Highway
City: Juneau
State: AK
Zip: 99801
Location:
Legal: Lot 1, Alexis Beach Subdivision, Plat 2003-22
Assessor Parcel No. 4B2801020053; Parcel Number: 4B2801020053

Instrument: SWD
Serial: 2005-003350-0
Trans.Type: Sale
Sale Price: $500,000
Trans. Date: April 27, 2005
Rights: Fee Simple
Terms: Unknown
Grantor: Jerry & Deborah Grundman
Grantee: Robert & Catherine Johnson

Size (SF): 6,397
Frontage: 25'
Zone: WC
Utilities: All
Access: Road, paved
Improvements: New house
Land Class: Waterfront, Residential
Topography: Slopes to water
Vegetation: Cleared
Soil: Typical

Present Use: House
Intended Use: Residential
Highest and Best Use: Residential

Comments

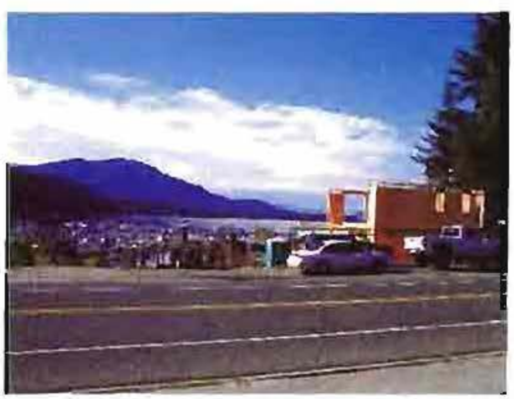
Jerry Grundman built house on site and then sold. He allocated $175,000 to the land. Jerry sold Lot 2 in April of 2004 also with a house on it where he allocated $165,000 to the land. This resulted in 6%/year appreciation which Jerry thought sounded reasonable. He also has Lot 3 of this subdivision for sale. At this time, he is undecided as to whether he will build on Lot 3 before selling or sell as a vacant lot. The grantor felt this sale could go for $575,000 now.

Analysis:

Sales Price	$500,000
House	$325,000
Land	$175,000 ÷ 6,397 SF = $27.36/SF

Marketing Info:

Confirmed with:	MLS records	contractor-seller
Confirmed date:	8/6/2004	1/27/2006
Confirmed by:	K.Williams	K.Williams
Book/Tab:	84	Auke Bay
Revision Date:	3/6/2013	
Record Number:	2543	



080604 1776

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

FIVE-YEAR SALES HISTORY

PROJECT NAME: Juneau-Glacier Highway Loop Safety Improvement Project
STATE PROJECT #: 69003
FEDERAL-AID PROJECT #:
PARCEL #: E-3 UNIT #: N/A

Sales of the subject must be reported and analyzed as comparable data. The appraiser must include sales that occur subsequent to the title search. Include "arms-length" sales of the subject in the comparable data section.

SALES of the SUBJECT: (If no transaction within last 5 years, check ☐ NONE)

DATE OF SALE: June 2, 2010 SALE PRICE: $ 630,000
TERMS: Cash to Seller
DATE RECORDED: June 4, 2010 INSTRUMENT: Statutory Warranty Deed
GRANTOR: Gary E. Lehnhart Nancy H. Lehnhart BOOK: 2010-003017-0
GRANTEE: City & Borough of Juneau Docks and Harbors Board PAGE: 2010-003017-0
INTERVIEWED: John Stone DATE CONFIRMED: April 6, 2010

DATE OF SALE: N/A SALE PRICE: $
TERMS:
DATE RECORDED: INSTRUMENT:
GRANTOR: BOOK:
GRANTEE: PAGE:
INTERVIEWED: DATE CONFIRMED:

DATE OF SALE: N/A SALE PRICE: $
TERMS:
DATE RECORDED: INSTRUMENT:
GRANTOR: BOOK:
GRANTEE: PAGE:
INTERVIEWED: DATE CONFIRMED:

COMMENTS

Date March 6, 2013 Appraiser [signature]

Date March 3, 2013 Verified By [signature]

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

OPPORTUNITY TO ACCOMPANY THE APPRAISER

PROJECT NAME: Juneau-Glacier Highway Loop Road Safety Improvement Project

STATE PROJECT #: 69003

FEDERAL-AID PROJECT #: ____________

PARCEL #: E-3 UNIT #: N/A

Owner's Name: City & Borough of Juneau, Carl J. Uchytil, PE Port Director

As owner (or owner's designated representative) of the above-described parcel of property, I hereby acknowledge that Charles E. Horan, a professional appraiser, has advised me that state and federal law require that I or my designated representative be given the opportunity to accompany the appraiser during the inspection of the property.

☐ I hereby decline the offer to inspect the property with the appraiser.

☐ I will accompany the appraiser during the inspection on ________, 2___.

☐ I appoint the following person as my designated representative to accompany the appraiser on ________, 2___

Name ____________________

Telephone number: ____________________

☒ I accompanied the appraiser during the inspection on February 13, 2013.

Date 5 MARCH, 2013 Owner's Signature [signature]

APPRAISER'S DOCUMENTATION

Observations or concerns expressed by owner Access to utilities after the easement is acquired.

☐ The owner refused to sign this form when I presented it on ________, 2___.

☐ I was unable to locate the owner. I sent a written notice by certified mail to the last-known address on ________, 2___, Certified Mail Number ____________ (attach receipt).

Date ________, 2___ Appraiser ____________________

NARRATIVE APPRAISAL REPORT SUMMARY

Project Name: Juneau-Glacier Highway Loop Road Safety Improvement Project

State Project #: 69003

Project & Owner Information

Name of Owner: City & Borough of Juneau, Carl Uchytil, Port Director
Address: 155 S. Seward Street, Juneau, Alaska 99801
Telephone Number: (907) 586-0292
ROW Map Date: 12/19/2012
Parcel Locations: 11755 Glacier Highway, Juneau, Alaska 99801
Legal Description: Portion of Lot 4, USS 2664

Zoning: WC Waterfront Commercial   Current Use: Vacant   Highest and Best Use: Residential

Rights Appraised: Fee Simple
Inspection Date: February13, 2013
Date of Value: February 13, 2013

Property Description Summary

Description Summary: The State is acquiring a driveway easement of 2,272 SF for adjacent land owner (Deems) over portion of site at road grade.

Larger Parcel Area: 17,133 SF
Subject Area of Acquisition: 2,272 SF
Remainder of Parcel Total: 14,861 SF
Permit Required: None
Area of Parcel Subject to PLO or Section Line Easement: None

Acquisition Summary

1	Market Value Before Acquisition				$ 428,325		
			Land Improvements	+	0	=	$ 428,325
2	LESS Acquisition Value as Part of the Whole				$ 56,800		
			Land Improvements	+	0	=	56,800*
							371,525
3	Remainder Value as Part of the Whole				$ 341,803		
			Land Improvements	+	0	=	341,803
4	Estimated Market Value of Remainder						
5	Damages (*if any*)	$ 29,722					
6	Special Benefits (*if any*)	- 0	= $ 29,722 **				
7	Acquisition Value as Part of the Whole (*Amount with * from Above*)						56,800
8	Net Damages (*Amount with ** from above*)					+	29,722
9	Cost-to-Cure					+	0
10	Permits					+	0
11	TCE Easements					+	0
12	PLO or Section Line Easements					+	0
13	Other					+	0
14	**MARKET VALUE of ACQUISITION**					=	**$ 86,522**

Date: February 13, 2013

Prepared By: Charles Horan

Charles E. Horan, MAI, AA41

First American

First American Title Insurance Company
8251 Glacier Hwy
Juneau, AK 99801
Phn - (907)789-5252
Fax - (907)789-7395

COMMITMENT
FOR
TITLE INSURANCE

To:

State of Alaska, DOTPF
PO Box 112506
Juneau, AK 99801

Attn: Richard Germiller
Re: 2012-009/Lot 4, USS 2664/CBJ

FOR QUESTIONS REGARDING THIS COMMITMENT, PLEASE CONTACT:

First American Title Insurance Company

8251 Glacier Hwy
Juneau, AK 99801

Title Officer: Colleen Sullivan
File No: 0239-1991395
Phone No: (907)789-5252
Fax No: (907)789-7395
Email: csullivan@firstam.com

First American

First American Title Insurance Company
8251 Glacier Hwy
Juneau, AK 99801
Phn - (907)789-5252
Fax - (907)789-7395

Juneau OFFICE
FAX **(907)789-7395**

Title Officer: **Colleen Sullivan**
Phone **(907)789-5252** - Email **csullivan@firstam.com**

Re: Property Address: **11755 Glacier Hwy., Juneau, AK 99801**

COMMITMENT FOR TITLE INSURANCE

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-I.

The General Exceptions and Exceptions in Schedule B-II.

The Conditions.

This Commitment is not valid without Schedule A and Section I and II of Schedule B.

First American Title Insurance Company

Colleen Sullivan

Colleen Sullivan, Title Officer/Branch Manager

SCHEDULE A

1. Commitment Date: October 29, 2012 at 8:00 A.M.

2. Policy or Policies to be issued:

		AMOUNT		PREMIUM
ALTA Std Owner Policy 1402.06 (2006)	$	1,000.00	$	250.00 minimum

Proposed Insured:
State of Alaska

3. (A) The estate or interest in the land described in this Commitment is:

A fee simple.

(B) Title to said estate or interest at the date hereof is vested in:

City and Borough of Juneau Docks and Harbors Board

4. The land referred to in this Commitment is described as follows:

Lot 4, U.S. SURVEY 2664, Records of the Juneau Recording District, First Judicial District, State of Alaska.

EXCEPT THEREFROM that portion conveyed to the Territory of Alaska by Deed recorded May 4, 1951 in Deed Book 43 Page 309,

SCHEDULE B
SECTION I

REQUIREMENTS

The following requirements must be met:

(A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.

(B) Pay us the premiums, fees and charges for the policy.

(C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:

(D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

(E) Releases(s) or Reconveyance(s) of Item(s):

(F) 1. If any document in the completion of this transaction is to be executed by an attorney-in-fact, the contemplated Power of Attorney form should be submitted for review prior to closing.

2. The State of Alaska, Division of Insurance has issued its Order R92-1. The order in part, requires the immediate billing and collection of the minimum charge for this commitment within 30 days of the first billing. In the event this transaction fails to close, the minimum billing will be the cancellation fee in accordance with our filed rate schedule.

NOTICE

In 1999, the Alaska Department of Natural Resources began recording maps of claimed rights of way which may have been created under a federal law known as "RS 2477", pursuant to Alaska Statute 19.30.400. Because the maps are imprecise, the exception from coverage shown on Section 2, Part 1, Paragraph 4 has been taken. Questions regarding the State's RS 2477 claims should be directed to the Department of Natural Resources. Public Information Center 550 W. 7th Avenue, Suite 1260, Anchorage, Alaska 99501 (907) 269-8400.

NOTICE

The attached plat, if any, is furnished as a courtesy only by First American Title Insurance Company, and is not part of any title commitment or policy of title insurance.

The plat is furnished solely for the purpose of assisting in locating the premises and does not purport to show all highways, roads or easements affecting the property. No reliance should be placed upon this plat for location or dimensions of the property and no liability is assumed for the correctness thereof.

SCHEDULE B
SECTION II

GENERAL EXCEPTIONS

PART ONE:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.

3. Easements, claims of easement or encumbrances which are not shown by the public records.

4. Rights of the state or federal government and/or the public in and to any portion of the land for right of way as established by Federal Statute RS2477 (whether or not such rights are shown by recordings of maps in the public records by the State of Alaska showing the general location of these rights of way.)

5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

7. Any lien, or right to a lien, for services, labor or materials or medical assistance heretofore or hereafter furnished, imposed by law and not shown by the public records.

SCHEDULE B
SECTION II

EXCEPTIONS

PART TWO:

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Reservations or exceptions in patents or in acts authorizing the issuance thereof.

2. 2012 City and Borough of Juneau taxes are exempt.

3. The rights of the public in and to that portion of the premises herein described lying within the limits of streets, roads and highways.

4. Rights of the public and of governmental bodies in and to that portion of the premises herein described lying below the high water mark of Auke Bay.

5. Any adverse claim based upon the assertion that some portion of said land is tide or submerged lands, or has been created by artificial means or has accreted to such portion so created.

6. Any preference rights which may exist under the Alaska Land Act, terms, provisions and reservations under the Submerged Lands Act (43 USCA 1301, 67 Stat. 29) and the enabling act (Public Law 85-508, 72 Stat. 339).

7. Any prohibition or limitation on the use, occupancy or improvements of the land resulting from the right of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.

END OF SCHEDULE B

CONDITIONS

1. **DEFINITIONS**
(a)"Mortgage" means mortgage, deed of trust or other security instrument.
(b)"Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. **LATER DEFECTS**
The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

3. **EXISTING DEFECTS**
If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. **LIMITATION OF OUR LIABILITY**
Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section I
or
eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. **CLAIMS MUST BE BASED ON THIS COMMITMENT**
Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.

First American

First American Title Insurance Company
9251 Glacier Hwy
Juneau, AK 99801
Phn - (907)789-5232
Fax - (907)789-7395

First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

[illegible]

Applicability

[illegible]

Types of Information

[illegible]

- [illegible]
- [illegible]
- [illegible]

Use of Information

[illegible]

Former Customers

[illegible]

Confidentiality and Security

[illegible]

Information Obtained Through Our Web Site

[illegible]

Business Relationships

[illegible]

Cookies

[illegible]

Fair Information Values

[illegible]

ca

A L A S K A

2010-003017-0

Recording Dist: 101 - Juneau
6/4/2010 10:28 AM Pages: 1 of 2

Title Insurance Agency
8251 Glacier Highway, Suite A
Juneau, Alaska 99801
(907) 789-1671 FAX 789-2375

THIS SPACE RESERVED FOR RECORDERS USE

Filed for Record at Request of and Return to:

Name: City & Borough of Juneau Docks and Harbors Board
Address: 155 South Seward Street
City, State, Zip Juneau, AK, 99801

TIA # 39759

STATUTORY WARRANTY DEED

THE GRANTOR, **Gary E. Lehnhart and Nancy H. Lehnhart, husband and wife, as tenants by the entirety** of 11755 Glacier Hwy, Juneau, AK 99801

for and in consideration of **TEN DOLLARS and other valuable consideration**

in hand paid, conveys and warrants to GRANTEE **City & Borough of Juneau Docks and Harbors Board**
of 155 South Seward Street, Juneau, AK 99801

the following described real estate, situated in the Juneau Recording District, First Judicial District, State of Alaska:

Lot 4, U.S. Survey 2664, Juneau Recording District, First Judicial District, State of Alaska.

EXCEPT there from that portion conveyed to the Territory of Alaska by Deed recorded May 4, 1951 in Deed Book 43 at Page 309.

SUBJECT HOWEVER, to any easements, reservations, covenants, conditions, restrictions, plat notations, patent reservations, right-of-way and agreements of record.

2 day of June, 2010

Gary E. Lehnhart

Gary E. Lehnhart

Nancy H. Lehnhart

Nancy H. Lehnhart

State of Alaska)
)ss.
First Judicial District)

On this 2nd day of June, 2010 personally appeared before me, Gary E. Lehnhart and Nancy H. Lehnhart, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal hereto affixes the day and year first above written.

STATE OF ALASKA
OFFICIAL SEAL
Dawn Alexia Wilson
NOTARY PUBLIC
My Commission Expires 5/20/12

Notary Public for Alaska
My Commission Expires: 5/20/12

2 of 2
2010-003017-0

Port of Juneau

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

To: Finance Committee
From: Dwight Tajon- Harbormaster
Date: March 14, 2013
Re: Truck Procurement

Docks and Harbors has two vehicles that have mechanical and plow issues that prevent them from being used during the winter months.

They are as follows:

Vehicle #475: 2004 Chevrolet 2500HD with 75,624 miles. The check engine light will not reset, speedometer is broken, heat selector switch does not work, Meyers snowplow not working and the drivers side door opens up beyond its hinge stops. Blue book value is estimated to be $10,310 dollars.

Vehicle #473: 1998 Chevrolet 3500 with 122,417 miles on the body with about half as much on its second engine. This vehicle has a non-operational Meyer snow plow and heat selector switch issues that do not make it safe to utilize during the winter. Blue book value is estimate to be $3,670 dollars.

In a report generated by the CBJ Streets Department their replacement schedule for vehicles for their section is at every 8-9 years and dump trucks every 12 years. Our replacement schedule has not been on par with the Street Department.

The intent Docks & Harbors has is to surplus vehicles #473 & #475 and replace them with one new 1 ton truck that is plow ready. Plow ready is meaning that we will also purchase the plow frame so that we can utilize the plow from our gravel spreader truck on the new 1 ton.

Price for the new truck from the State Procurement website is at about $28,849.00. The City utilizes the State Procurement website since they have already completed the leg work on procurement of vehicles varying in size and equipment.

Recommendation:
The Finance committee approves the purchase of the 1 ton truck for 28k and forwards the recommendation to the full board for approval.

Teena Scovill

From: Carl Uchytil
Sent: Tuesday, March 26, 2013 10:33 AM
To: Budd Simpson; David Logan; Eric Kueffner; Greg Busch; John Bush; Kevin Jardell; Michael Williams; Scott Spickler; Tom Donek
Cc: Loren Jones; Amy Mead; John Hartle; Kim Kiefer; Rob Steedle; Teena Scovill
Subject: FW: Tram Rent

From: Bob Loiselle [mailto:bob.loiselle@Goldbelt.com]
Sent: Tuesday, March 26, 2013 9:58 AM
To: Carl Uchytil
Cc: Derek Duncan; Robert Spitzfaden (spitz@gci.net)
Subject: Tram Rent

Carl,

Please pass this on to the full Docks and Harbors Board.

Gentlemen,

For many months now our respective organizations have been grappling with the issue of the rent calculation for the land on which our tram base facility sits. Let me take this opportunity to outline where I think we stand from Goldbelt's perspective.

You obtained an appraisal from Charles Horan which valued the property and the attendant air rights at $3.3 million. We obtained our own appraisal from Reliant of Anchorage, which was based on the legal opinion of Robert Spitzfaden which concluded that the parcel must be appraised for tramway use only per the restrictions in the lease. Based on that opinion, Reliant determined that the parcel has no economic value for that purpose, since no rational investor would make such an investment given the return.

The Finance Committee obtained its own verbal opinion from city attorney Amy Reid that the Spitzfaden opinion was incorrect and that Horan had used the correct technique.

In order to help clarify matters, we obtained a couple of review appraisals of the Reliant appraisal and at the suggestion of the Chair we obtained an appraisal (Kim Wold & Barry Thompson) for purposes of negotiation only - using a sales comparable approach similar to Horan's. The summary of the report was presented to Messrs.' Jardell and Uchytil but was not found to be compelling by them.

We have also listened to Mr. Horan make a presentation to the finance committee which we did not find to be compelling. While it was a good "Appraisal 101" course, it really did not address the main differences between the two appraisals.

Given the wide disparity in the two appraisals, we have also suggested taking a different approach, using the 2006 value as a base and escalating it by the change in the Anchorage CPI and this suggestion was also rejected.

We also understand that at least certain members of the finance committee believe that imposition of royalty rent, which was dropped in 2006 is now back on the table. We do not concur, believing this to be a permanent change. The percentage used in calculating the base rent was also dropped from 10% to 8% at that time and again we consider this a permanent change.

Recently, in trying to find a less contentious way of resolving the issue we approached the Mayor and City Manager about the interest that the CBJ may have in trading the parcel in question for waterfront property we own at the Seadrome. While this is not a short-term fix, perhaps it can help us from having to go through this process every three years.

We don't believe that we can provide any additional information at this time that would change the committee's mind regarding the rent calculation. We reiterate our offer to negotiate a more manageable lease given that strict adherence to the terms of the lease as written means that we will be back at the table every three years. We are also open to some form of mediation if the committee or board would find that to be useful.

Finally, we understand that some may consider Goldbelt's appraisal some ploy to cause our rent to drop significantly, but that is clearly not the case. We have offered to negotiate a rent that is higher than the current rent, not the $30,000 minimum rent that our appraisal would indicate. This was rejected. We must now look to the committee to suggest a solution.

Regards,

Bob Loiselle

Robert G. Loiselle
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www.goldbelt.com

PORT ENGINEER'S PROJECT STATUS REPORT

Gary Gillette, Port Engineer

Project	Status	Schedule	Contractor	Notes	
Auke Bay Loading Facility - Phase I					
Conveyance - ADNR Land - Facility	Submitted		R&M	Awaiting response back from DNR	ES
Auk Nu Cove Conservation Easement	In Progress		SEALTrust	Working with SEALTrust	GG
Washdown Pad and Water Filtering Equipment	In Progress	Spring 2013	Staff	Contacting Equipment Suppliers	ES
Auke Bay Loading Facility - Phase II					
Reporting	On-Going		Staff		GG
Construction Close Out	In Progress		Staff	Working with DOT/MARAD	GG
Old Douglas Harbor Reconstruction					
Permitting	In Progress	Spring 2013	ACOE	Working with Corps Anchorage	GG
Dredging and Cap Design	Hold		ACOE	Awaiting Corps Review and Comment	
Review of 2007 95% Drawings	In Progress		Staff		GG
Final Engineering and Design	Hold		PND	Awaiting Corps Permit	
Bid	Hold			Awaiting Corps Permit	
Construction	Hold	Fall 2013		Awaiting Corps Permit	
Statter Harbor Launch Ramp					
Conveyance - DNR Property at Glacier Hwy	In Progress		R&M	Awaiting survey approval by DNR	ES
Conveyance - DNR Tideland	In Progress		Staff	Application Submitted - Awaiting response	ES
Conditional Use Permit	In Progress		Staff	Application Submitted - Hearing date Apr 23	GG
Mitigation Discussion with SealTrust			Staff	Need to set negotiation meeting	GG
Mitigation Deadline		Mar 17, 2013	Staff	Extended to Sept 17, 2013	GG
Final Engineering and Design	Hold		PND	Awaiting permit approval	
Bid	Hold			Awaiting permit approval	
Construction	Hold		TBD		
Statter Harbor Moorage Improvements					
Construction	In Progress	May 2013	PPM	On Schedule	ES
Water Line to JMS	In Progress	Spring 2013	Staff		ES
CT Staging Area Improvements - Phase I					
Construction	In Progress	May 2013	Trucano	On Schedule	ES
CT Staging Area Improvements - Phase II					
Final Engineering and Design	Hold	Spring 2013	PND	Awaiting fee approval	GG
95% Drawings	In Progress	May 4, 2013	PND		
Bid	Hold	Spring 2013			

PORT ENGINEER'S PROJECT STATUS REPORT

Gary Gillette, Port Engineer

Construction	Hold	Oct 2013	TBB	Complete Spring 2014	
Taku Dock Modifications					
Design	In Progress		PND	Awaiting final bid documents	GG
Bid	Hold	March 8, 2013			
Construction	Hold	November 1, 2013		Complete April 2014	
Port of Juneau Cruise Berths					
Final Engineering and Design	In Progress	April 26, 2013	PND	Awaiting 95% design drawings	GG
Corps Permit Modifications	In Progress		PND	Submitted - 15 Day review ends Mar 18	GG
Bid	Hold	Summer 2013			
RFP for Construction Admin/Insp Services	Hold			Closer to bidding	
Construction - Phase I		TBD	TBB	Complete Spring 2015	
Construction - Phase II		TBD	TBB	Complete Spring 2016	
1% for Art	in progress			Identifying selection panel	GG
Port-Customs-Visitors Buildings					
Phase I - Port-Customs Bldg	Complete		NPE	Occupied - Awaiting final close out	GG
Phase II - Visitor Center	Complete		NPE	Occupied - Awaiting final close out	GG
As-Built Drawings			JYL		GG
Fire Device Relocation	Complete		Anchor	Awaiting inspection	GG
Cathodic Protection					
Design	In Progress	Spring 2013	Tinnea	Awaiting 95% design drawings/cost estimate	ES
Bid	Hold			Awaiting drawings	
Construction	Hold	Fall 2013		Awaiting bid	
Aurora Harbor Re-Build					
Final Engineering and Design	In Progress		PND		GG
Contract Amendment for Expanded Phase I				Awaiting approval from Board and Assembly	
City/State Project Review				Application Submitted - Awaiting hearing date	GG
35% Design Submittal			PND		
65% Design Submittal			PND		
95% Design Submittal			PND		
Bid Ready Documents			PND		
Bid			PND		
Replace Sundial	Hold			Potential 1% for Art project	
Bridge Area - SeaWalk Planning	Hold			Coordination with Engineering	GG
Marine Park - SeaWalk Planning	Hold			Coordination with Engineering	GG
Juneau Maritime Center	Design			Awaiting MOA with Marine Exchange	GG

PORT ENGINEER'S PROJECT STATUS REPORT

Gary Gillette, Port Engineer

Shore Rep Booth for Cruise Docks	Planning			Awaiting Design and Cost Estimate	GG
ADA Parking Spaces at Aurora Harbor	Complete			Awaiting approval from DOJ	GG
ABLF Gate Repair					
Approval for Construction	In Progress			Awaiting approval from Risk Management	ES
Install gate repair items	In Progress	Spring 2013	NPE	Awaiting project agreement	ES
Statter Harbor Passenger For Hire Float	Hold			Passenger fee funding request	
Juneau Fisheries Dock Replacement					
Design	In Progress		PND	Awaiting final bid documents	ES
Bid	Hold	Spring 2013			ES
Construction	Hold	Summer 2013	TBB		ES
Echo Cove Rock Barriers	In Progress	Spring 2013	Miller		ES
Statter Harbor Buildilng Roof Repairs	In Progress		Silverbow	Awaiting project agreement	ES
Corrosion Inspection - 2013	In Progress		Norton		ES