

CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING REVISED AGENDA
For Thursday, October 25th, 2012

- I. Call to Order** (7:00 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 September 27th, 2012 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. Public Meeting on Regular Board Start Times
Discussion led by Board Chair

Board Questions

Public Comment

Board Discussion/Action

MOTION: TO BE DEVELOPED AT THE MEETING

- 2. Approval of the 2013 Board Calendar

Board Questions

Public Comment

Board Discussion/Action

MOTION: TO BE DEVELOPED AT THE MEETING

- 3. CBJ/ADOT Avalanche Camera's
Presentation by Project Manager Greg Patz

Board Questions

Public Comment

Board Discussion/Action

MOTION: TO BE DEVELOPED AT THE MEETING

CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING AGENDA (CONTINUED)
For Thursday, October 25th, 2012

VI. Items for Action (Continued)

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

Board Questions

Public Comment

Board Discussion/Action

MOTION: TO BE DEVELOPED AT THE MEETING

5. Petro Marine Fuel Dock Lease Agreement
Presentation by the Port Director

Board Questions

Public Comment

Board Discussion/Action

MOTION: TO BE DEVELOPED AT THE MEETING

VII. Items for Information/Discussion.

1. Snow Storage Update by Rorie Watt (Presentation prior to Action #4)
2. Ethics and Alaska Open Meeting Act by John Hartle (Presentation after Item XIV)
3. Goldbelt to present update on Mt. Roberts Tram Lease.

VIII. Committee and Board Member Reports

1. Operations Committee Meeting – October 16th, 2012
2. CIP/Planning Committee Meeting – Cancelled
3. Finance Committee Meeting – Cancelled
4. Member Reports

IX. PRAC Representative Report

X. Port Engineer's Report

Mr. Gillette's Report is in the packet.

XI. Harbormaster's Report

CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING AGENDA (CONTINUED)
For Thursday, October 25th, 2012

XII. Port Director's Report

XIII. Assembly Liaison Report

XIV. Committee Administrative Matters

- a. Operations Committee Meeting – November 13th, 2012
- b. CIP/Planning Committee Meeting – November 15th, 2012
- c. Finance Committee Meeting– November 27th, 2012
- d. Board Meeting – November 29th, 2012

XV. Adjournment

CBJ DOCKS & HARBORS BOARD
REGULAR BOARD MEETING MINUTES
For Thursday, September 27th, 2012

I. Call to Order.

Mr. Jardell called the Regular Board Meeting to order at 7:00 p.m. in the Assembly Chambers.

II. Roll Call.

The following members were present: John Bush, Tom Donek, Eric Kueffner, Budd Simpson, Scott Spickler, Michael Williams, Kevin Jardell

Absent: Greg Busch and David Logan

Also present were the following: Carl Uchtyl – Port Director, and Dwight Tajon - Harbormaster,

III. Approval of Agenda.

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

The motion passed with no objection.

IV. Approval of Previous Meeting Minutes.

Hearing no objection, the August 30th, 2012 Regular Board Meeting minutes were approved as presented.

V. Public Participation on Non-Agenda Items.
None

VI. Items for Action

1. Professional services contact amendment for PND Engineers, Inc. in the amount of \$86,400 for final design and bid ready documents for a navigational boom at the South Berth as part of the Juneau Cruise Berths project.

Mr. Uchtyl said this is a condition that was placed on Docks and Harbors from the Planning Commission essentially to work with the commercial fisherman using the CBJ owned Taku Dock and design a safety barrier called a navigation boom. This is really a 48' floating pipe pile that will run parallel and under the proposed cat walk. The estimate to install this is approximately \$2 million dollars. The \$86,400 is a 4% design of the \$2 million estimated construction price. The Port Engineer brought this before the CIP Committee and it was recommended with an amendment that this is subject to an approval of the conditional use permit that is currently under appeal.

Board Questions – None

Public Comments-None

Board Discussion/Action-

Mr. Williams said he is torn with this issue. He understands the planning commission asking Docks and Harbors to work with the commercial fisherman for safety measures, but he would really like to get 16B

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project past the appeal process first. He said he understands the Taku Dock project is part of 16B, but there are those few commercial fisherman that say Docks and Harbors does very little for the community and the fishing industry. Mr. Williams said he wants it known that Docks and Harbors is enhancing a project for the commercial fishing industry.

Mr. Simpson said when this was discussed at the CIP Committee, this was a condition the committee placed on this project. The Committee did not want to proceed with the Taku dock part of the contract until there is approval for the conditional use permit to move forward with the larger project.

Mr. Kueffner said for the reasons Mr. Williams said is a good reason to move forward with this project for the fishing community.

MOTION By MR. SIMPSON: TO APPROVE A PROFESSIONAL SERVICES CONTRACT AMENDMENT FOR PND ENGINEERS, INC. IN THE AMOUNT OF \$86,400 FOR FINAL DESIGN AND BID READY DOCUMENTS FOR A NAVIGATIONAL BOOM AT THE SOUTH BERTH AS PART OF THE JUNEAU CRUISE BERTH PROJECT SUBJECT TO APPROVAL OF THE CONDITIONAL USE PERMIT AND ASK UNANIMOUS CONSENT.

Motion passed with no objection.

2. Professional services contract for PND Engineers, Inc in the amount of \$25,255 for Juneau Fisheries Terminal Approach Dock Rebuild Design and Bid Phases.

Mr. Uchtyl said this is design services necessary to bring forward bid documents for the Juneau Fisheries Terminal which was damaged by the fishing vessel Kelsey J back in May. The construction estimate is approximately \$165,000. This is in line with a standard set of documents that one would expect from Engineering services. This will not come out of Harbor funds or CIP funds, this money will come from the insurer of the Kelsey J or CBJ Risk Management through our insurance.

Board Questions-

Mr. Donek asked if this went out for RFP (Request for Proposal) and did anyone other than PND propose on this project?

Mr. Uchtyl said Docks and Harbors did not go out for an RFP. Last year PND was selected for a term contract for engineering design services which allows us to be able to go right to them for this service. Mr. Uchtyl said he wanted to do this project in house, because it could be a very simple project. The hang up being Docks and Harbors and City Engineering has no CAD services. Mr. Uchtyl said he could do this but it would take a couple weeks of his time, and it would have been a good project for Docks and Harbors Deputy Port Engineer to work on. It was only out of necessity that PND was hired.

Mr. Jardell clarified that for term contracts, there is an RFP process to go through. This was a competitive bid process.

Mr. Spickler asked if there was a dollar limit for the term contracts.

Mr. Jardell said \$50,000.

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Public Comments - None

Board Discussion/Action-

MOTION By MR KUEFFNER: TO APPROVE A PROFESSIONAL SERVICES CONTRACT FOR PND ENGINEERS, INC. IN THE AMOUNT OF \$25,255 FOR DESIGN AND BID PHASES FOR THE JUNEAU FISHERIES TERMINAL APPROACH DOCK REBUILD AND ASK UNANIMOUS CONSENT.

Motion passed with no objection

3. Coeur Commercial Use Permit Application

Mr. Uchtyl said Coeur submitted an application to operate out of Echo Cove in bad weather. They normally operate out of Yankee Cove. This application requires no additional resources from Docks and Harbors. This is the third year and has worked well in the past.

Board Questions-None

Public Comments - None

Board Discussion/Action-

Mr. Jardell said in the past Docks and Harbors has had some criticism on competing with other businesses with the issuance of this permit. This is just a commercial use permit that is available for anyone. Not to issue a permit when requested could be considered discrimination. This is a good permit, and a good thing to do.

MOTION By MR. WILLIAMS: TO APPROVE THE COMMERCIAL USE PERMIT FOR COEUR AND ASK UNANIMOUS CONSENT.

4. 2013 Board & Committee Meeting Calendar

Board Questions-

Mr. Spickler said he wanted to make a motion for the regular board meetings to start at 5:15 p.m. He checked with the City clerk and the time space is available.

Mr. Jardell said the issue would be to move the regular board meeting from 7:00 p.m. to an earlier time of 5:15 p.m. This would be to facilitate people coming to the meetings by having the meeting start just after work and to make it easier on Board members. There is an interest to make sure that the public can attend these meetings.

Mr. Spickler said he wanted to amend the time to 5:30 p.m.

Mr. Kueffner seconded the new time of 5:30 p.m.

Mr. Donek said point of order should be to have public comment on this change.

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Public Comments-

Dennis Watson, Juneau, AK

He said the Board has a responsibility to the public. All the Board members have applied to be on the Board to represent the public interest. Changing the schedule to meet personal convenience is not service to the public. Mr. Watson said he has been coming to these meetings for seven years. 5:30 p.m. or 6:00 p.m. is too early for most of the people in the public. It is important to be responsible and remember who the Board is here to serve.

Board Discussion/Action --

Mr. Kueffner said with that comment it is not only for the Boards convenience but for the public. The problem with starting at 7:00 p.m. is that it goes later. He said he is fresher and sharper still at 5:30 p.m. versus 7:00 p.m. where he is getting a little tired, and that is why he is in favor of trying this out.

Mr. Simpson said he does not view this as a personal convenience for himself, but is when it would be more convenient for more people. He said an earlier time would allow more members of the public to maybe work in town and just stay to attend a meeting because they have something they would like to say at a Board meeting. He would be supportive of the change and at least try it out.

Mr. Donek said his concern is making this big of a change without it going to the public. If this is something the Board wants to do is to table it for now and put it on the agenda for a later meeting. Another aspect is parking. It is easy to find a parking space at 7:00 p.m., but 5:00 p.m. is not. Mr. Donek said 5:30 p.m. or 6:00 p.m. would be a time to consider. He is not comfortable with making this change without prior notice to the public.

Mr. Bush said he looked at the whole year meetings and noticed that there are 48 meetings for the year and 36 of them start at 5:00 p.m. Only 12 of the meetings start at 7:00 p.m. He said there is opportunity for the public to attend Committee meetings that start at 5:00 p.m., and he said they do come. He said he doesn't mind that the Committee meetings are over at 6:00 p.m. or 7:00 p.m. and he is able to go home for the day. He would vote for 5:30 p.m. Board meeting start.

Mr. Williams said he didn't have an either/or. He said the Board members did apply to be on the Board and it is pretty standard that a lot of the meetings do take place at 7:00 p.m. Being at 5:15 p.m. or 5:30 p.m. just coming off of work would make the closure of the evening a lot sooner which would be nice. The public is used to having a little time to get home, check in, and maybe gather resources or material for the meeting to present their comments. He said Mr. Donek had a good suggestion to table this until another meeting and have some public input on the change.

Mr. Jardell suggested to withdraw the motion and table until another meeting. He told Mr. Uchytel to put the calendar on the next Board meeting and have staff assess the recommendation. This would give the public a chance to speak and this could be voted on at the next meeting.

Mr. Spickler withdrew his motion.

Mr. Kueffner withdrew his second.

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No Action - this will be discussed at the next Board meeting.

VII. Items for Information/Discussion.

Howard Lockwood, Manager of Juneau Port Development LLC, will make a Power Point presentation covering the progress made toward the 1st phase of the Mega Yacht Harbor construction at ATS 556A (the Little Rock Dump), since the final plat approval, at the regularly scheduled Docks and Harbors Board meeting on October 28th, 2010.

Mr. Jardell said he spoke to Mr. Lockwood's counsel and he indicated that they were working on a way to approach Docks and Harbors and CBJ to try and see if there are avenues for discussion to accommodate each other needs or plans. Recognizing that Mr. Lockwood's counsel is out of town, discussion will happen after his return. Mr. Jardell said there is no reason to get into the lease agreement issues tonight.

Mr. Lockwood said he is the manager of Juneau Port Development LLC. He had a seven or eight slide power point that he will show to the audience and explain the project.

VIII. Committee and Board Member Reports.

1. Operations Committee Meeting- Cancelled

2. CIP/Planning Committee Meeting – September 20th, 2012

Mr. Simpson said the CIP Committee discussed both of the PND contracts that were discussed here tonight and Mr. Lockwood gave a presentation.

3. Finance Committee Meeting- September 25th, 2012

Mr. Kueffner said the Finance Committee discussed the Gitkov lease renewal. The tenant was amenable to the proposed rent. This will come back to the next finance meeting and give the tenant an opportunity to propose something else.

The Mount Roberts Tram lease is ongoing. The assigned sub-committee met the week before and discussed the way to go forward. The Port director was directed to request Goldbelt to come back to the Board with a new appraisal based on the principles that Horan was using, and they declined to do that. At the Finance Meeting on Tuesday, Goldbelt provided some input. The Port Director will have a meeting with Goldbelt tomorrow. Mr. Kueffner said he is hopeful to move forward with negotiations. The assistant CBJ attorney was also at the Finance meeting and gave her views on why the basis for the appraisal that Goldbelt provided was not well founded, and gave some latitude on ways to proceed. There are a number of avenues that have not been foreclosed yet. The Finance Committee is still looking at negotiating a new lease rate.

Mr. Kueffner said Mr. Lockwood also gave a presentation at the Finance Committee meeting.

Mr. Jardell said he will be attending the meeting with the Port Director .

4. Member Reports – None

IX. PRAC Representative Report

Ms. Hood was absent

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X. Port Engineer's Report.

Mr. Uchytel said Mr. Gillette has been on personal leave taking care of family business.

XI. Harbormaster's Report.

Mr. Tajon said the seasonal workers last day will be October 7th. Some of the seasonal workers have been placed at the different Harbors to get ready for winter. This includes the work at Statter Harbor for the pre-construction by-pass float that will be on the wood dock portions that are located just below the harbor office.

Mr. Tajon said Mr. Clauder is back to work after his knee surgery.

Mr. Williams said he wanted to give a challenge to the Harbor staff. He wanted to award \$100.00 to the first staff member that writes five animal violations on the dock. Deadline for this will be December 31st, 2012.

Mr. Jardell asked if the brick yard was open for parking in the winter.

Mr. Tajon said it is closed for the season. CBJ has suspended parking there for the winter since the new parking garage has been built. Marine Way parking on the side of the road is open now.

XII. Port Director's Report.

Mr. Uchytel said he will be attending two conferences next month. The first is a PCC Conference in Winchester Bay, OR from October 9th to October 11th. The second is the AAHPA Conference in Sitka from October 23rd to October 25th, Mr. Tajon and Mr. Schaal will also attend.

Mr. Uchytel said he will call in at the Finance meeting.

For the Regular Board meeting he will be able to attend but will be a little late. He has invited CBJ attorney to provide ethics training to the Board. The CBJ Engineer has been invited to speak on the needs of the City as it pertains to the little rock dump area.

Mr. Uchytel said he submitted the Auke Bay Loading Facility as the candidate for the infrastructure project for this year with the Alaska Municipal League.

At the Yacht Club on October 17th will be an open public forum to talk to interested Harbor patrons about the design criteria for Aurora Harbor. Design Engineers and Docks and Harbors personnel will be there to meet with, answer questions and solicit comments from the public. At 5:00 p.m. will be the CIP meeting at the Yacht Club and the open forum meeting following.

The final inspection was completed on the Douglas breakwater. Mr. Uchytel said when he attends the AAHPA Conference in Sitka he will speak with the Alaska Corps. Of Engineers Alaska District and have transfer of ownership at that time.

The appeal for the 16B conditional use permit is underway. Mr. Dybdahl is the presiding officer. There has been requests for additions to the record and requests for reconsideration of interveners. Mr. Hartle and Mr. Dybdahl has that task of sorting out the requests. Alaska Cruise Association sent a letter to Mr. and Mrs. Osborne regarding the 16B project. The cruise industry stated that they have sent numerous letters to CBJ expressing their opposition to building the new City dock and have raised navigational issues from their operational staff.

Mr. Uchytel questions what navigational issues were raised. Mr. Uchytel and Mr. Jardell contacted the Alaska Cruise Association and the Northwest and Canada Cruise Association in an abundance of caution and had a teleconference with them to give them an opportunity to explain what they meant by "navigation concerns", and the ACA raised no concerns. Given that they raised no concerns we are left with the conclusion that this is a reference to concerns which have been or are already being addressed.

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Docks and Harbors hired the Alaska Marine Exchange to conduct updated navigability studies at AVTEC in Seward with cruise industry representation.

XIII. Assembly Liaison Report

Ms. Becker was absent.

Mr. Jardell said he wanted to let everyone know that Ms. Becker was away at a conference but she has been very involved with staying on top of issues and communicating with Docks and Harbors.

XIV. Committee Administrative Matters.

1. Operations Committee Meeting – October 16th, 2012
5:00 p.m. at the Aurora Harbor Office
2. CIP/Planning Committee Meeting – October 17th, 2012
5:00 p.m. at the Yacht Club
3. Finance Committee Meeting –October 23rd, 2012
5:00 p.m. in CBJ room 224.
4. Regular Board Meeting – October 25th, 2012
7.00 p.m. in the CBJ Assembly Chambers

XV The Regular Board Meeting adjourned at 7:54 p.m.

2013

January							February							March						
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April							May							June						
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October							November							December						
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13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
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27	28	29	30				24	25	26	27	28	29	30	29	30	31				

■ Operations – Johanna
 ■ CIP – Ronda
 ■ Finance – Heidi
 ■ Board – Teena

2013
DOCKS & HARBORS BOARD
COMMITTEE MEETINGS
& REGULAR MEETINGS SCHEDULE

JANUARY 2013

01/22/13	Operations Committee Meeting	5:00 p.m. – 7:00 p.m.	Aurora Harbor Office
01/24/13	CIP/Planning Committee Meeting	5:00 p.m. – 6:30 p.m.	CBJ Assembly Chambers
01/29/13	Finance Committee Meeting	5:00 p.m. – 7:00 p.m.	CBJ Room 224
01/31/13	Regular Board Meeting	7:00 p.m. – 10:00 p.m.	CBJ Assembly Chambers

FEBRUARY 2013

02/19/13	Operations Committee Meeting	5:00 p.m. – 7:00 p.m.	Aurora Harbor Office
02/21/13	CIP/Planning Committee Meeting	5:00p.m. – 6:30 p.m.	CBJ Assembly Chambers
02/26/13	Finance Committee Meeting	5:00p.m. – 7:00 p.m.	CBJ Room 224
02/28/13	Regular Board Meeting	7:00 p.m. – 10:00 p.m.	CBJ Assembly Chambers

MARCH 2013

03/19/13	Operations Committee Meeting	5:00 p.m. – 7:00 p.m.	Aurora Harbor Office
03/21/13	CIP/Planning Committee Meeting	5:00 p.m. – 6:30 p.m.	CBJ Assembly Chambers
03/26/13	Finance Committee Meeting	5:00 p.m. – 7:00 p.m.	CBJ Room 224
03/28/13	Regular Board Meeting	7:00 p.m. – 10:00 p.m.	CBJ Assembly Chambers

APRIL 2013

04/16/13	Operations Committee Meeting	5:00 p.m. – 7:00 p.m.	Aurora Harbor Office
04/18/13	CIP/Planning Committee Meeting	5:00 p.m. – 6:30 p.m.	CBJ Assembly Chambers
04/23/13	Finance Committee Meeting	5:00 p.m. – 7:00 p.m.	CBJ Room 224
04/25/13	Regular Board Meeting	7:00 p.m. – 10:00 p.m.	CBJ Assembly Chambers

MAY 2013

05/21/13	Operations Committee Meeting	5:00 p.m. – 7:00 p.m.	Aurora Harbor Office
05/23/13	CIP/Planning Committee Meeting	5:00 p.m. – 6:30 p.m.	CBJ Assembly Chambers
05/28/13	Finance Committee Meeting	5:00 p.m. – 7:00 p.m.	CBJ Room 224
05/30/13	Regular Board Meeting	7:00 p.m. – 10:00 p.m.	CBJ Assembly Chambers

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JUNE 2013

06/18/13	Operations Committee Meeting	5:00 p.m. – 7:00 p.m.	Aurora Harbor Office
06/20/13	CIP/Planning Committee Meeting	5:00 p.m. – 6:30 p.m.	CBJ Assembly Chambers
06/25/13	Finance Committee Meeting	5:00 p.m. – 7:00 p.m.	CBJ Room 224
06/27/13	Regular Board Meeting	7:00 p.m. – 10:00 p.m.	CBJ Assembly Chambers

JULY 2013

07/16/13	Operations Committee Meeting	5:00 p.m. – 7:00 p.m.	Aurora Harbor Office
07/18/13	CIP/Planning Committee Meeting	5:00 p.m. – 6:30 p.m.	CBJ Assembly Chambers
07/23/13	Finance Committee Meeting	5:00 p.m. – 7:00 p.m.	CBJ Room 224
07/25/13	Regular Board Meeting	7:00 p.m. – 10:00 p.m.	CBJ Assembly Chambers

AUGUST 2013

08/20/13	Operations Committee Meeting	5:00 p.m. – 7:00 p.m.	Aurora Harbor Office
8/22/13	CIP/Planning Committee Meeting	5:00 p.m. – 6:30 p.m.	CBJ Assembly Chambers
08/27/13	Finance Committee Meeting	5:00 p.m. – 7:00 p.m.	CBJ Room 224
08/29/13	Regular Board Meeting	7:00 p.m. – 10:00 p.m.	CBJ Assembly Chambers

SEPTEMBER 2013

09/17/13	Operations Committee Meeting	5:00 p.m. – 7:00 p.m.	Aurora Harbor Office
09/19/13	CIP/Planning Committee Meeting	5:00 p.m. – 6:30 p.m.	CBJ Assembly Chambers
09/24/13	Finance Committee Meeting	5:00 p.m. – 7:00 p.m.	CBJ Room 224
09/26/13	Regular Board Meeting	7:00 p.m. – 10:00 p.m.	CBJ Assembly Chambers

OCTOBER 2013

10/22/13	Operations Committee Meeting	5:00 p.m. – 7:00 p.m.	Aurora Harbor Office
10/24/13	CIP/Planning Committee Meeting	5:00 p.m. – 6:30 p.m.	CBJ Assembly Chambers
10/29/13	Finance Committee Meeting	5:00 p.m. – 7:00 p.m.	CBJ Room 224
10/31/13	Regular Board Meeting	7:00 p.m. – 10:00 p.m.	CBJ Assembly Chambers

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NOVEMBER 2013

11/12/12 Operations Committee Meeting	5:00 – 7:00 p.m.	Aurora Harbor Office
11/14/12 CIP/Planning Committee Meeting	5:00 p.m. – 6:30 p.m.	CBJ Assembly Chambers
11/19/12 Finance Committee Meeting	5:00 p.m. – 7:00 p.m.	CBJ Room 224
11/21/12 Regular Board Meeting	7:00 p.m. – 10:00 p.m.	CBJ Assembly Chambers

DECEMBER 2013

12/03/13 Operations Committee Meeting	5:00 p.m. – 7:00 p.m.	Aurora Harbor Office
12/05/13 CIP/Planning Committee Meeting	5:00 p.m. – 6:30 p.m.	CBJ Assembly Chambers
12/10/13 Finance Committee Meeting	5:00 p.m. – 7:00 p.m.	CBJ Room 224
12/12/13 Regular Board Meeting	7:00 p.m. – 10:00 p.m.	CBJ Assembly Chambers



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: 877.305.6630
Fax: 907.465.4414

October 5, 2012

City and Borough of Juneau
155 S. Seward Street
Juneau, Alaska 99801
Attn: Heather Marlow
Lands and Resource Manager

Re: Juneau Thane Road RWIS
Project #80826 / FHWA STP-0106(043)
Parcel E-3B

Dear Heather:

Department of Transportation and Public Facilities (DOT) is planning to install cameras along Thane Road. The purpose of the Thane Road Avalanche Camera Project is to install a series of up to six cameras to monitor the entrance and exit points of the three avalanche zones along Thane Road. These cameras will provide a stream of images to monitoring sites at DOT/PF and CBJ emergency services centers. In the event of an avalanche, emergency services personnel can review the images for a short time period just prior to the avalanche and determine if any vehicles or pedestrians had entered the avalanche areas and not exited before the avalanche occurred. This will help emergency service personnel to decide if a rescue operation is required.

DOT needs a 170 square foot permanent easement on property owned by the City and Borough of Juneau (City). See attached drawing.

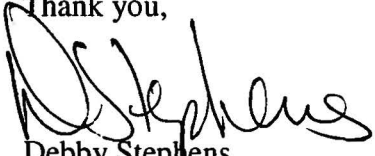
Given the benefit to the City of the improvement from this project, I would inquire that the City donates the necessary easement. Under 23 C.F.R. 710.505 – 23 C.F.R. 710.507, you are entitled to receive just compensation for the property and that you have the right to an appraisal. DOT has determined that no appraisal is necessary because the value is estimated not to be more than \$10,000. The following language will also be part of our documentation:

“The City and Borough of Juneau hereby elects to donate certain interest in real property to the (DOT/PF) for the Thane Road RWIS project #80826 / FHWA STP-0106(043) referenced as parcel E-3B. The donation is made voluntarily and with full knowledge of our entitlement to receive just compensation. The City also releases DOT/PF from the obligation of preparing an appraisal of this donated parcel.”

“Get Alaska Moving through service and infrastructure.”

I've attached an Easement with parcel plat and a donation letter. We hope to handle this as expeditiously as possible, please feel free to contact me if you need anything.

Thank you,

A handwritten signature in black ink, appearing to read 'Debby Stephens', written in a cursive style.

Debby Stephens
Right of Way Agent
DOT&PF/SE Region
PO Box 112506, Juneau, AK 99811
907-465-2837
debra.stephens@alaska.gov

WAIVER OF RIGHTS

**Juneau Thane Road RWIS
Project No. 80826 / FHWA STP-0106(043)
Parcel E-3B**

City and Borough of Juneau, owners of certain real property in Juneau, Alaska hereby declare their willingness to donate a 170 square foot easement (Parcel E-3B) for highway purposes as shown on the attached drawing to the State, Department of Transportation and Public Facilities (DOT/PF). The property is described as: "a portion of Tract A, Alaska Tidelands Survey 556, Juneau Recording District, First Judicial District, State of Alaska." Our donation of the easement is made voluntarily and with full knowledge of our entitlement to receive just compensation. We also release DOT/PF from an obligation to establish the fair market value for the easement rights.

Dated this _____ day of October, 2012

CITY AND BOROUGH OF JUNEAU

BY: _____

TITLE: _____

	STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES	PROJECT NAME: JUNEAU THANE ROAD RWIS
		STATE PROJECT #: 80826
		FEDERAL-AID PROJECT #: STP-0106(043)
		PARCEL #: E-3B
EASEMENT (Corporate/Partial Property)		

The GRANTOR, **CITY AND BOROUGH OF JUNEAU**, whose mailing address is **155 S. Seward Street, Juneau, Alaska 99801**, for and in consideration of ONE DOLLAR, and other valuable consideration, in hand paid, conveys and warrants to the GRANTEE, **STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES**, whose mailing address is **P.O. Box 112506, Juneau, Alaska 99811-2506**, its successors or assignees, a perpetual, full and unrestricted easement and right-of-way along, over, and across the following-described tract of land located in the State of Alaska:

A tract of land in Tract A, Alaska Tidelands Survey 556, Juneau Recording District, First Judicial District, State of Alaska,

which lies within the easement of right-of-way lines of Alaska Project No. 80826, delineated as to said tract of land on the plat attached hereto and made a part hereof as page three of this instrument and designated as Parcel No. E-3B. Said parcel, containing 170 square feet more or less, in addition to existing right-of-way, is hereby granted to the State of Alaska for the purpose of:

allow men and equipment on the property for installation and maintenance of a camera pole and panels and for all highway and utility purposes.

The Grantor hereby covenants with the State of Alaska that the Grantor has good title to the above-described tract of land and covenants that the State of Alaska shall have quiet and peaceable possession thereof; and shall have a free and unrestricted right to maintain said facilities as long as the right-of-way of which this easement area is a part, remains a public way.

Dated this ____ day of October, 2012.

CITY AND BOROUGH OF JUNEAU

Record and Return to:
DOT&PF
PO BOX 112506
Juneau, AK 99811-2506
State Business-No Charge

BY: _____
KIM KIEFER
City Manager

CORPORATE ACKNOWLEDGMENT

STATE OF ALASKA)
 : ss
FIRST JUDICIAL DISTRICT)

On this ____ day of October, 2012, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared KIM KIEFER, City Manager, of the CITY AND BOROUGH OF JUNEAU, a company, known to me to be the identical individual who executed the foregoing instrument, and she acknowledged to me that she executed the same as the free and voluntary act of said company, with full authority to do so and with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]

Notary Public in and for the State of Alaska
My Commission Expires: _____

CERTIFICATE OF ACCEPTANCE

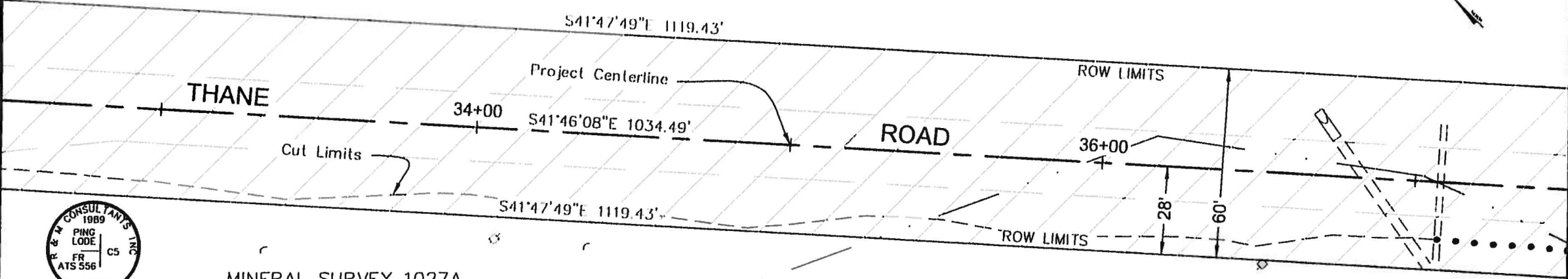
THIS IS TO CERTIFY that the STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, Grantee herein, acting by and through its Commissioner, hereby accepts for public purposes the real property, or interest therein, described in this instrument and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of October, 2012.

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

By: _____
For the Commissioner

MINERAL SURVEY 1027A
PING LODE
AJT MINING PROPERTIES

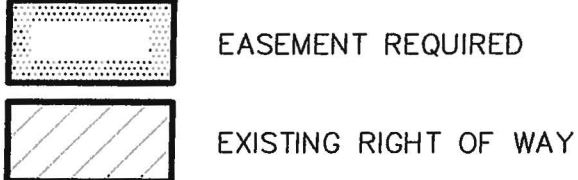
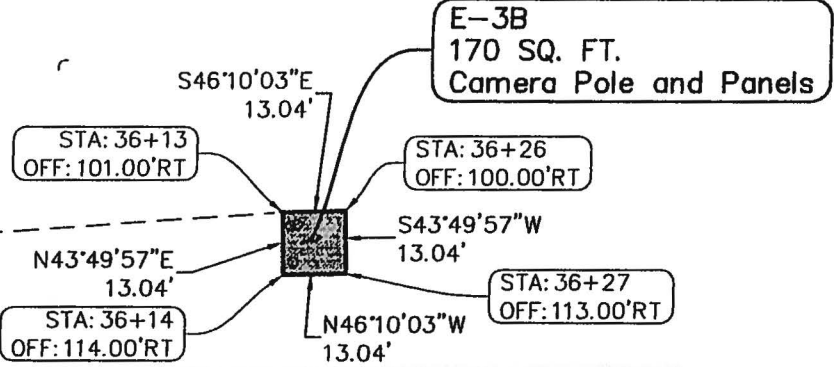


MINERAL SURVEY 1027A
PING LODE
AJT MINING PROPERTIES

Meander
Line

DETAIL
N.T.S. N48°57'51"W 532.81'

A.T.S. 556
TRACT A
OWNER: CITY BOROUGH JUNEAU
LEASED to JUNEAU PORT
DEVELOPMENT



STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES	RIGHT OF WAY REQUIRED FOR JUNEAU: THANE ROAD RWIS	
	AKSAS NO. 80826	
	OWNER'S INITIAL: _____	PARCEL NO. <u>E-3B</u> DATE: <u>09/13/2012</u>
	ATTACHED TO: _____	AREA
PAGE ____ OF ____ DATE: _____	PARCEL: <u>170 S.F.</u>	SCALE: <u>1"=40'</u>
DRAWN BY: <u>JMP</u> CHECKED BY: <u>[Signature]</u>	TOTAL LOT: <u>47.56 ac</u>	SHEET <u>1</u> OF <u>1</u>



Port of Juneau

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

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

1. On October 15th, 2012, I received a letter from the Juneau Port Development requesting a two-year extension to a lease extension which will expire on October 30th, 2014. Per the terms of the lease, the Port Director may extend the period to allow the lessee to secure the necessary permits provided due diligence is demonstrated in pursuit of the permits.
2. Juneau Port Development is now represented by legal counsel who has indicated a willingness to provide guidance and act as a conduit for information/updates to Docks & Harbors on a periodic basis. During this two-year extension, the lessee with legal counsel would determine the feasibility of the securing the permits. If the envisioned project is feasibly "permissible" the lease would require an amendment or a new lease within the next two years. If the project is determined non-feasible, as periodically briefed to and determined by the Docks & Harbors Board, the lease will expire.
3. The needs of CBJ Engineering and the needs of ADOT for use of a portion this lease have been previously addressed satisfactory with Juneau Port Development as indicated in enclosures (2) and (3).
4. I recommend extending the lease to October 30, 2014.

#

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

JUNEAU PORT DEVELOPMENT LLC

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



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

October 15, 2012

Dear Carl;

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

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

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

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

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

CC: Jim Clark, Council

Yours truly,

Howard Lockwood
Manager

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

RECEIVED
OCT 22 2012
BY: _____

Carl,

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

Regards,

Howard



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

DATE: 10/12/12

TO: Carl Uchytel, Port Director
CBJ Docks & Harbors

FROM: D. Rorie Watt Director
Engineering Department

RECEIVED
OCT 22 2012
BY:

RE: CBJ Proposed Snow Storage at Rock Dump

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

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

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

Thank you for your assistance on this matter.

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

OCT 22 2012

BY:



JUNEAU PORT DEVELOPMENT LLC

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



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

October 11, 2012

Dear Rorie;

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

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

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

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

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

Yours truly,

Howard H. Lockwood
Manager

JUNEAU PORT DEVELOPMENT LLC

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



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

September 27, 2012

Dear Carl,

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

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

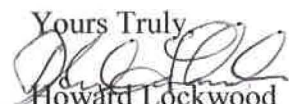
On March 12, 2008, we met with the Department of Environmental Conservation (DEC) to determine the best process for removing the contaminants in a manner that met DEC's requirements. We were provided a path, which we have carefully followed. A detailed chronology of our efforts in this regard will be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

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

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

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

CC: Docks and Harbors Board Members
Jim Clark, Council

Yours Truly,

Howard Lockwood
Manager

AFTER RECORDING RETURN TO: Carl Uchytel, Port Director
City and Borough of Juneau
155 S. Seward Street
Juneau, AK 99801

FUEL DOCK LEASE AGREEMENT

PART 1. PARTIES. This lease is between the City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska, hereafter "City" or "Lessor," and Harbor Enterprises, Inc. dba Petro Marine Services, hereafter "Petro" or "Lessee", a corporation organized under the laws of the State of Alaska.

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

City: Carl Uchytel, PE
Port Director
City and Borough of Juneau
155 S. Seward Street
Juneau, AK 99801
Phone: (907) 586-0292
Fax: (907) 586-0295

Lessee: James Beckham
Vice-President, Operations
Harbor Enterprises, Inc
d/b/a Petro Marine
P.O. Box 389
Seward, AK 99664
Phone: (907) 224-6222
Fax: (907) 224-6225

PART III. LEASE DESCRIPTION. This lease agreement is identified as: Fuel Dock Lease Agreement. The following appendices, as well as anything incorporated by reference or attached to those appendices, are attached hereto and are considered to be part of this lease agreement.

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

If in conflict, the order of precedence shall be: this document, Appendix A, B, and then C.
PART V. LEASE EXECUTION. City and Lessee agree and sign below. This contract is not effective until signed by the City.

City:

Lessee: Harbor Enterprises, Inc.

Date: _____

Date: 10/10/12

By: _____
Carl Uchytel, Port Director

By: Carol A. Lindsey
Carol A. Lindsey, CEO

CITY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss:
FIRST JUDICAL DISTRICT)

This is to certify that on the ____ day of _____, 2012, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Carl Uchytel to me known to be the Port Director of the City and Borough of Juneau, Alaska, a municipal corporation which executed the above foregoing instrument, who on oath stated that he was duly authorized to execute said instrument on behalf of said corporation; who acknowledged to that that he signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

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

Notary Public in and for the State of Alaska
My Commission Expires: _____

LESSEE ACKNOWLEDGMENT

STATE OF ALASKA)
) ss:
FIRST JUDICAL DISTRICT)

This is to certify that on the 10 day of October, 2012, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Carol A. Lindsey, to me known to be the identical individual described in and who executed the foregoing instrument for and on behalf of Harbor Enterprises, Inc., as Lessee, which executed Fuel Dock Lease

the above and foregoing instrument; who on oath stated that she was duly authorized to execute said instrument; who acknowledged to me that she signed the same freely and voluntarily for the uses and purposes therein mentioned.

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



Cheryl Beckham
Notary Public in and for the State of Alaska
My Commission Expires: 4/1/2013

Risk Management Review:	_____	, Risk Manager
Approved as to Form:	_____	, Law Department
Approved as to Content:	_____	, Docks & Harbors
Fuel Dock Lease		Page 3 of 13

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

1. DESCRIPTION OF PROPERTY

The property subject to this lease is generally referred to as “the Leased Premises” or “the Property.” The Leased Premises are described as follows (as depicted in Exhibit 1):

- a. The uplands area where the Lessee has its fuel storage tanks and associated equipment;
- b. An easement extending from the fuel storage tank uplands area to the Lessee’s fuel float in the harbor allowing the Lessee to install, maintain, and operate fuel lines, electrical lines, and communication lines;
- c. Submerged lands where the Lessee’s fuel dock is located, including the adjacent area surrounding the fuel dock that is used by marine vessels to access the fuel dock, provided such use does not interfere with the operation of the City’s facilities that are adjacent to the fuel dock; and
- d. The end of the City’s main float where the Lessee’s fuel dock is attached.

A copy of Exhibit 1 is attached to and made a part of this lease by this reference.

Lessee shall submit to the City an as-built legal description and plat within 1 year of executing the Lease.

2. AUTHORITY

This lease is entered into pursuant to the authority of CBJ Code Section 85.02.060(a)(5) and CBJ Chapter 53.20.

3. TERM AND RENEWAL OPTION

The effective date of this lease shall be the date this lease agreement is signed by the City. The term of the lease is 35 years, commencing on the effective date of this lease agreement, unless sooner terminated. City grants Lessee an option to renew this lease for one, successive period of 35 years. Lessee shall exercise this option, if at all, by written notice given to City during the first six months of the last year of the underlying lease term.

4. LEASE PAYMENTS AND ADJUSTMENTS

From the effective date through the initial seven years of this Lease, Lessee shall pay rent in the amount of \$0.05 for each gallon of fuel sold at the facility, plus CBJ sales tax if applicable. On the first seven year anniversary and every seven year interval thereafter, the rent shall be reviewed and may be adjusted as $(1 + \text{The Anchorage CPI for the cumulative 5 year period})$

immediately preceding the renewal as reported by the Alaska Department of Labor) multiplied by the rent currently in effect.

Lessee shall determine fuel sales from daily meter readings and keep records of these readings for a period of no less than one year from the date of the reading. The City may inspect, in the manner and at reasonable times it considers appropriate, Lessee's daily meter reading records.

5. AUTHORIZED USE OF PREMISES

Lessee may use the leased premises only for fuel sales and the sale of other products customarily sold the by the Lessee. The leased premises may be used for other purposes only with the written consent of the City, which consent shall not be unreasonably withheld. The Lessee shall notify the City of any seasonal or other closure of the facility no later than ten (10) days prior to closure.

6. INSURANCE REQUIREMENTS

The Lessee shall provide a certification of proper insurance coverage to the City and Borough of Juneau. All insurance shall require that the insurance company give prior written notice consistent with the terms of the policy, to the CBJ's Risk Management Officer prior to any cancellation, non-renewal, or reduction in the amount of coverage. The Lessee's insurance shall be primary and any insurance maintained by the CBJ shall be non-contributory. If the Lessee maintains higher limits than shown below, the CBJ shall be entitled to coverage for the higher limits maintained by the Lessee.

Lessee agrees to maintain insurance as follows at all times while this contract is in effect, including during any periods of renewal.

Commercial General Liability Insurance. The Lessee must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against the Lessee. This amount must be at least one million dollars (\$1,000,000.00) per occurrence, and two million dollars (\$2,000,000.00) aggregate. **The CBJ will be named as additional insured on this policy.**

Marine General Liability. The Lessee must maintain Marine General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against the Lessee. This amount must be at least one million dollars (\$1,000,000.00) per occurrence, and two million dollars (\$2,000,000.00) aggregate. **The CBJ will be named as additional insured on this policy.**

Comprehensive Automobile Liability Insurance. The coverage shall include all owned, hired, and non-owned vehicles to a one million dollar (\$1,000,000.00) combined single limit coverage. The policy shall contain a MCS 90 Endorsement. **The CBJ will be named as additional insured on this policy.**

Workers Compensation Insurance. As required by Alaska Statute (AS 23.30), the Lessee must maintain Workers Compensation Insurance to protect the Lessee from any claims or damages for any personal injury or death which may arise from services performed on the Leased Premises. This requirement applies to the Lessee's firm, any subcontractors or assignees, and anyone directly or indirectly employed to perform work by the Lessee on the Leased Premises. The Lessee must notify the CBJ as well as the State Division of Workers Compensation immediately when changes in the Lessee's business operation affect the Lessee's insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of one hundred thousand dollars (\$100,000.00) per injury and illness, and five hundred thousand dollars (\$500,000.00) policy limits. Lessee also agrees to provide evidence of Longshore and Harbor Worker's Insurance and Jones Act coverage if applicable to the Lessee's use of the Leased Premises. **The policy shall be endorsed to waive subrogation rights against the CBJ.**

Pollution Legal Liability. The Lessee must maintain Pollution Legal Liability coverage, applicable to the Lessee's use of the Leased Premises, with a limit no less than two million (\$2,000,000) per occurrence and two million (\$2,000,000) aggregate per annual policy period. **CBJ will be named as additional insured on this policy.**

Deductibles and Self-Insured Retentions. Any deductibles and self-insured retentions must be declared to the CBJ. The CBJ may require the Lessee to provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be declared and must be before the effective date of the Lease.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least one (1) year after expiration or termination of the Lease.***
3. If coverage is canceled or non-renewed, and not replaced with another claims – made policy form with the Retroactive Date prior to the Lease's effective date, the Lessee must purchase **“extended reporting”** coverage for a minimum of one (1) year after termination of the Lease.

7. SPECIAL CANCELLATION PROVISION.

This provision applies only during the initial lease term, and only if CBJ terminates the lease because CBJ, due to its own actions, is unable to provide the Lessee with either the leased premises listed in this lease or alternate leased premises acceptable to the Lessee. If the lease is terminated due to these factors, CBJ will compensate the Lessee in an amount equal to the initial capital investment made by the Lessee minus depreciation (calculated by a 35 year straight line method) and any residual salvage value at the time of termination. If this provision is exercised, Lessee will provide CBJ with documentation, satisfactory to the City establishing Lessee's initial capital investment. This documentation will form the basis for the depreciation calculation.

8. REQUIRED HOURS OF OPERATION

Lessee intends to provide fuel dock service on a year-round basis. During the boating season (April 1 to September 30), Lessee intends to operate seven days per week. Hours of operation shall be prominently posted at the fuel dock office and made available to the Statter Harbor Office. During the off-season (October 1 to March 31), Lessee intends to operate the fuel dock service on a periodically scheduled and/or appointment basis with hours of operation and contact number prominently posted at the fuel dock office.

9. LEASEHOLD IMPROVEMENTS

The Lessee shall obtain the prior approval of the City before installing any improvements to the leased premises. Improvements made to Lessee's equipment or facilities do not need prior approval. The City shall not unreasonably withhold approval.

10. MAINTENANCE

Lessee shall be responsible for maintaining all improvements made to the leased premises in good working order. The City shall be responsible for maintaining all areas adjacent to the leased premises in good working order.

11. UTILITIES AND SERVICES

The Lessee shall be responsible for electricity, communications, and janitorial services at their facilities. The Lessee may use the Lessor's solid waste dumpster. The Lessor will provide seasonal water service to the fuel float.

12. PARKING

The City will designate one (1) parking space for use by the Lessee's employees.

13. FUEL DELIVERY

The Lessee shall, to the extent possible, schedule fuel deliveries to replenish the upland tanks so as not to conflict with peak use of the City's facilities. During peak activity periods, it may be necessary to make multiple deliveries per day and assistance from the Statter Harbor staff may be necessary to accomplish this. Lessee shall, where possible, notify Lessor 24 hours in advance if such conditions are expected to occur.

**APPENDIX B: LEASE PROVISIONS REQUIRED BY CBJ CHAPTER 53.20 and CBJ
CHAPTER 50**

1. RESPONSIBILITY TO PROPERLY LOCATE ON LEASED PREMISES.

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

2. APPROVAL OF OTHER AUTHORITIES.

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

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

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

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

(2) **Adjustment of Rental.** Lessee agrees to a review and adjustment of the annual rental payment by the Port Director not less often than every seventh year of the lease term beginning after completion of the initial term.

(3) **Subleasing.** Lessee may sublease Leased Premises or any part thereof leased to Lessee hereunder; provided, that the proposed sub-lessee shall first apply to City for a permit therefore; and further provided, that the improvements on the Leased Premises are the substantial reason for the sublease. Leases not having improvements thereon shall not be sublet. Subleases shall be in writing and be subject to the terms and conditions of the original lease; all terms, conditions, and covenants of the underlying lease that may be made to apply to the sublease are hereby incorporated into the sublease.

(4) **Assignment.** Lessee may assign its rights and obligations under this lease; provided, that the proposed assignment shall be approved by City prior to any assignment. Approval of assignment will not unreasonably be withheld. The assignee shall be subject to all of the provisions of the lease. All terms, conditions, and covenants of the underlying lease that may be made applicable to the assignment are hereby incorporated into the assignment.

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

(6) **Cancellation and Forfeiture.**

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

(b) City may cancel the lease if it is used for any unlawful purpose.

(c) City shall provide written notice if Lessee shall default in the performance or observance of any of the lease terms, covenants or stipulations thereto, or of the regulations now or hereafter in force, without remedy by Lessee of the conditions warranting default within 30 days of receipt of notice. City may subject Lessee to appropriate legal action including, but not limited to, forfeiture of the lease. No improvements may be removed by Lessee or other person during any time Lessee is in default.

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

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

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

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

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

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

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

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

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

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

(a) If any improvements and/or chattels not owned by City and having an appraised value in excess of five thousand dollars as determined by the assessor are not removed within the time allowed, such improvements and/or chattels on the lands, after deducting for City rents due and owning and expenses incurred in making such sale. Such rights to proceeds of the sale shall expire one year from the date of such sale. If no bids acceptable to the Port Director are received, title to such improvements and/or chattels shall vest in City.

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

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

(17) **Compliance with Regulations Code.** Lessee shall comply with all regulations, rules, and the code of the City and Borough of Juneau, and with all state and federal regulations, rules and laws as the code or any such rules, regulations or laws may affect the activity upon or associated with the leased land.

(18) **Condition of Premises.** Lessee shall keep the premises of the lease in neat, clean, sanitary and safe condition.

(19) **Inspection.** Lessee shall allow an authorized representative of City to enter the lease land for inspection at any reasonable time and upon reasonable notice.

(20) **Use of Material.** Lessee of the surface rights shall not sell or remove for use elsewhere any timber, stone, gravel, peat moss, topsoils, or any other materials valuable for building or commercial purposes; provided, however, that material required for the development of the leasehold may be used, if its use is first approved by the City.

(21) **Rights-of-Way.** City expressly reserves the right to grant easements or rights-of-way across leased land if it is determined in the best interest of the City to do so. If City grants an easement or right-of-way across the leased land, Lessee shall be entitled to damages for all Lessee-owned improvements destroyed or damaged. Damages shall be limited to improvements only, and loss shall be determined by fair market value. Annual rentals may be adjusted to compensate Lessee for loss of use.

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

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

APPENDIX C: STANDARD PROVISIONS

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

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

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

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

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

(6) **Valid Existing Rights.** This lease is entered into and made subject to all existing rights, including easements, rights-of-way, reservations, or other interests in land in existence, on the date of execution of this lease.

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

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

(9) **Hold Harmless.** Lessee agrees to defend, indemnify, and save City, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of the use and occupancy of the Leased Premises by Lessee. This agreement to defend, indemnify, and hold harmless is without limitation as to the amount of fees, and without limitation as to any damages resulting from settlement, judgment or verdict, and includes the Fuel Dock Lease

award of any attorneys fees even if in excess of Alaska Civil Rule 82. The obligations of Lessee arise immediately upon notice to City of any action, claim, or lawsuit. City shall notify Lessee in a timely manner if the need for indemnification, but such notice is not a condition precedent to Lessee's obligations and may be waived where Lessee has actual notice. This agreement applies, and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against the City.

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

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

CBJ DOCKS & HARBORS BOARD
FINANCE MEETING MINUTES
For Tuesday, June 26th, 2012

VI. Items for Action. (Continued)

Mr. Donek said we need to find out if the lot needs to be plowed during the winter if the vehicles are just going to sit in the lot.

Mr. Uchytel said it sounds like you would like the spaces available to the public during the summer months.

Mr. Williams said maybe we should just give Carl the approval to negotiate a fair deal for the additional parking.

MOTION by Mr. Jardell: TO DIRECT THE PORT DIRECTORE TO NEGOTIATE A FAIR DEAL WITHIN THE PERAMETERS OF \$4,000.00 TO \$7,500.00 PER YEAR WITH FISH & GAME FOR ADDITIONAL PARKING IN DOUGLAS CONSIDERING THE CONCERNS RAISED BY THE COMMITTEE AND ASK UNANIMOUS CONSENT.

The motion passed without objection.

2. Auke Bay Fuel Dock lease.

Mr. Uchytel said at the last Finance Committee Meeting we had a teleconference with Jim Beckham and we have agreed to include a CPI type adjustment in the Lease Agreement with Petro Marine. On the seventh year we will re-adjust the lease rent based on the Anchorage CPI going back 5 years.

Public Comment

Dennis Watson said he thought part of the lease should require Petro Marine to maintain the exterior of their building and make the fuel dock a non smoking area.

Mr. Uchytel said there is a provision in the lease that addresses the exterior of the building.

Committee Discussion/Action

Mr. Jardell said he thought Mr. Uchytel did a good job of revising the lease agreement to make it acceptable to both parties.

Mr. Donek said the lease agreement should come before the regular board when it is complete and ready to be signed by both parties.

MOTION by Mr. Williams: TO RECOMMEND THE PORT DIRECTOR TAKE THE LEASE AGREEMENT WITH PETRO MARINE FOR THE AUKE BAY FUEL DOCK TO AMY MEAD WITH THE CBJ LAW DEPARMENT FOR REVIEW BEFORE IT MOVES ON TO THE FULL BOARD AND ASK UNANIMOUS CONSENT.

CBJ DOCKS & HARBORS BOARD
FINANCE MEETING MINUTES
For Tuesday, June 26th, 2012

VI. Items for Action. (Continued)

The motion passed without objection.

3. Regulatory Change – Assigned Moorage Credit.

Mr. Uchytel said this item relates to hot berthing of vessels. The regulation allows one dollar per day credit back to the stall holder for use of their personal shore power. This is a very old regulation. If a transient plugged into power for the day using 10 volt, 30 amp. service at \$.11 per kilowatt hour, they could incur \$8.70 per day if they were using the power to maximum capacity. He asked the board what the appropriate credit amount should be.

Committee Questions

Mr. Jardell said he is assuming the law department would like a dollar figure in the regulation and not just leave it to the discretion of the Harbor office to credit back customers as needed.

Mr. Uchytel said we currently charge \$7.20 per day for 20/30amp. transient power.

Mr. Wilson said why not just credit back the same amount we charge and make it straight across the board.

Public Comment

Dennis Watson said he wouldn't mind making his shore power available to the public when he is gone if the committee can work out a rate that is a fair reimbursement. He said he would be agreeable to even \$5 per day reimbursement for power.

Committee Discussion/Action

Mr. Uchytel said the way the regulation reads is that the credit is given once a year.

Mr. Donek said he felt we should reimburse the stall holder the \$7.20 per day that we are charging the transient vessel.

Mr. Jardell said patrons can lock up their power if they do not want transients using it.

**MOTION by Mr. Williams: TO FORWARD MOORAGE CREDIT
REGULATORY CHANGE TO THE FULL BOARD WITH ADDITIONAL
INFORMATION AND ASK UNANIMOUS CONSENT.**

The motion passed without objection.

Teena Scovill

From: Carl Uchytel
Sent: Monday, October 22, 2012 11:42 AM
To: Derek Duncan
Cc: Teena Scovill
Subject: Invitation to Docks & Harbors Board Meeting

Derek,

I would like to invite Goldbelt to attend Thursday's Docks & Harbors Board meeting and provide an informational update regarding the Mt Robert Tram process. I will be departing for Sitka later today and will not return until after the Board Meeting commences at 7 pm Thursday. In my absence, feel free to coordinate with Teena.

Sincerely,

Carl

Carl J. Uchytel, PE

Port Director

Port of Juneau

907.586.0294

PORT ENGINEER'S PROJECT STATUS REPORT

Gary Gillette, Port Engineer/Architect

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10/17/2012

Project	Status	Schedule	Contractor	Notes
Auke Bay Loading Facility - Phase I				
Conveyance - ADNR Land - Facility	Submitted		R&M	Awaiting completion of survey
Conveyance - ADNR Land - Mitigation	Submitted			Awaiting deed conveyance
Auke Bay Loading Facility - Phase II				
Reporting	On-Going		Staff	
Spare parts for SeaLift and boat stands	Planning			Awaiting TIGER Amendment
Douglas Harbor Floating Breakwater				
Breakwater Installation	Complete	Summer 2012	Trucano	Corps funded project
Old Douglas Harbor Reconstruction				
Permitting	In Progress	December 2012		Working with Corps Anchorage
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				
EA Process	Complete		PND	Awaiting FONSI
Conveyance - DNR Property at Glacier	In Progress		R&M	Awaiting completion of survey
Conveyance - DNR Tideland	In Progress			Application Submitted - Awaiting response
Corps of Engineers Permit	Complete	Summer 2012	PND	
Conditional Use Permit	In Progress			
Final Engineering and Design	Hold	Fall 2012	PND	Awaiting permit approval
Bid	Hold	Spring 2012		Awaiting permit approval
Construction	Hold	Spring 2013	TBD	Awaiting full funding
Statter Harbor Moorage Improvements				
Construction	In Progress	Oct 2012	PPM	Complete Spring 2013
CT Staging Area Improvements - Phase I				
Construction	In Progress	Oct 2012	Trucano	Complete Spring 2013
CT Staging Area Improvements - Phase II				
Resolve Sidewalk Issue	In Progress			Awaiting DOT comments on MOA
Final Engineering and Design	Hold	Spring 2013	PND	Awaiting resolution of sidewalk issue
Bid	Hold	Spring 2013		
Board Bid Award Approval		Spring 2013		
Assembly Bid Award Approval		Spring 2013		
Construction	Hold	Oct 2013	TBB	Complete Spring 2014
Taku Dock Modifications				
Design	In Progress		PND	

PORT ENGINEER'S PROJECT STATUS REPORT

Gary Gillette, Port Engineer/Architect

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10/17/2012

	Bid	Hold			
	Construction	Hold			Complete Spring 2014
Port of Juneau Cruise Berths					
	Final Engineering and Design	In Progress	Summer 2012	PND	65% Review in progress
	Corps Permit Modifications	In Progress	Summer 2012	PND	Awaiting permit modifications submittal
	Conditional Use Permit	Approved	Spring 2012		Planning Commission - June 26, 2012
	CU Permit Appeal	In Progress			Appeal Hearing - Nov 26, 2012
	Bid	Hold	Spring 2013		
	RFP for Construction Admin/Insp Services	Hold	Fall 2012		
	Construction - Phase I		TBD	TBB	Complete Spring 2015
	Construction - Phase II		TBD	TBB	Complete Spring 2016
	1% for Art	Hold			Awaiting Appeal Outcome
Port-Customs-Visitors Buildings					
	Phase I - Port-Customs Bldg	Complete		NPE	Occupied - Awaiting close out
	Phase II - Visitor Center	Complete		NPE	Occupied - Awaiting close out
	Cathodic Protection	Design		Tinnea	Awaiting Final Design
Aurora Harbor Re-Build					
	Public Open House		Oct 17, 2012	PND	
	35% Design Submittal		November 2012	PND	
	65% Design Submittal		January 2013	PND	
	95% Design Submittal		March 2013	PND	
	Bid Ready Documents		April 2013	PND	
	Bid		May 2013	PND	
	Construction - Phase I		TBD	PND	
	Cruise Dock Restrooms	Hold			Awaiting funding
	Install Existing USS Juneau Memorial	Construction		NPE & Cntrfitts	Install by November 2012
	New USS Juneau Memorial	Hold			Awaiting new site proposal
	Bridge Area - SeaWalk Planning	Planning			Coordination with Engineering
	Marine Park - SeaWalk Planning	Planning			Coordination with Engineering
	Juneau Maritime Center	Planning		Northwind	Awaiting fee proposal for schematics
	Shore Rep Booth for Cruise Docks	Planning			Awaiting Design and Cost Estimate
	ADA Parking Spaces at Aurora Harbor	Construction	Summer 2013		Awaiting demarkation of ADA spaces