

CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING AGENDA
For Thursday, July 29, 2010

- I. Call to Order (7:00 p.m. at the CBJ Assembly Chambers.)
- II. Roll (Donek, Etheridge, Jardell, Jebe, Kueffner, Preston, Williams, Wostmann and Busch).
- III. Approval of Agenda

MOTION: TO APPROVE THE AGENDA AS PRESENTED.

IV. SPECIAL ORDER OF BUSINESS – ELECTION OF OFFICERS

- V. Approval of June 24, 2010 Regular Board Meeting Minutes.
- VI. Public Participation on Non-Agenda Items (not to exceed 5 minutes per person, or twenty minutes total time).
- VII Items for Action.

- 1. Contribution of \$133,490 to CBJ Engineering for a Contract to Tinnea and Associates to Perform Cathodic Protection and Timber Pile Inspection of Steamship Wharf .
Presentation by CIP Chair

MOTION: TO APPROVE A CONTRIBUTION IN THE AMOUNT OF \$133,490 TO CBJ ENGINEERING FOR A CONTRACT TO TINNEA AND ASSOCIATES TO PERFORM CATHODIC PROTECTION AND TIMBER INSPECTION OF THE STEAMSHIP WHARF AREA.

Board Discussion/Action

- 2. Contract Amendment for Jensen Yorba Lott, Inc for Construction Administration and Inspection Services for the Port Customs and Visitor Center Project.
Presentation by CIP Chair

MOTION: TO RECOMMEND THE ASSEMBLY APPROVE A CONTRACT AMENDMENT IN THE AMOUNT OF \$408,950 TO JENSEN YORBA LOTT INC. FOR CONSTRUCTION ADMINISTRATION AND INSPECTION FOR THE PORT CUSTOMS AND VISITOR CENTER PROJECT.

Board Discussion/Action

- 3. **MOTION: TO TAKE THE COLD STORAGE STUDY OFF THE TABLE AND ENABLE DISCUSSION BY THE BOARD.**
Cold Storage Feasibility Study
Presentation by the Finance Chair

Public Comment

MOTION: TO BE DEVELOPED AT THE MEETING

Board Discussion/Action

- 4 Taku Smokeries Dock Expansion
Presentation by the Port Director

Public Comment

MOTION: TO BE DEVELOPED AT THE MEETING

Board Discussion/Action

5. AELP Rate Hike
Presentation by the Finance Chair

Public Comment

MOTION: TO BE DEVELOPED AT THE MEETING

Board Discussion/Action

VIII. Items for Information/Discussion.

1. Visitor Center 1% for Art
2. Letters From Commission on Sustainability

IX. PRAC Representative Report

X. Committee and Board Member Reports

1. Operations Committee Meeting –CANCELLED
2. CIP/Planning Committee Meeting – 07/22/2010
3. Finance Committee Meeting– 07/27/2010

XI Assembly Liaison Report

XII Administrative Officer's Report.

XIII Port Engineer's Report

XIV. Harbormaster's Report

XV Port Director's Report

XVI Committee Administrative Matters

1. Operations Committee Meeting – Aug 17, 2010
2. CIP/Planning Committee Meeting – Aug 19, 2010
3. Finance Committee Meeting– Aug 24, 2010

4. Board Meeting – Aug 26, 2010

XVII. Adjournment

MOTION: ASK UNANAMOUS CONSENT TO ADJOURN THE REGULAR BOARD MEETING.

CBJ DOCKS & HARBORS BOARD
REGULAR BOARD MEETING MINUTES
For Thursday, June 24, 2010

I. Call to Order.

Mr. Preston called the Regular Board Meeting to order at 6:58 p.m. in the CBJ Assembly Chambers.

II. Roll Call.

The following members were present: Mr. Donek, Ms. Jebe, Mr. Kueffner, Mr. Williams and Mr. Preston.

The following members were absent: Mr. Jardell, Mr. Etheridge and Mr. Wostmann.

Also present were the following: Mr. Stone – Port Director, Mr. McLeod – Administrative Officer, Mr. Benner –Harbormaster and Mr. Gillette- Port Engineer.

III. Approval of Agenda.

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

The motion passed without objection.

IV. Approval of Previous Meeting Minutes.

Ms. Jebe noted some grammatical changes to the May 27, 2010 for the Committee Secretary.

Hearing no objection, the minutes of the May 27, 2010 Regular Board Meeting were approved as amended.

V. Public Participation on Non-Agenda Items.

There was no public participation on Non-Agenda Items.

VI. Items for Action.

1. Public Hearing for Changes to the Waterfront Sales Permit Regulations

Mr. Kueffner went over the history of this item. He stated one of the concerns that has been addressed is the permits may be hoarded and also that a Vendor may have more than one permit and not utilize them. He stated that it appears over the years those concerns have not been addressed. The recommended action is not to remove the requirement to actively sell, but to remove the requirement to provide proof of selling to the Port office. He went over the reasoning behind the active selling portion of the regulation with the Board Members.

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VI. Items for Action(continued).

Public Comment

Jeff Fanning-Liquid Alaska Tours, 634 6th Street, Juneau AK 99801

Mr. Fanning questioned how the actively sell requirement will be controlled if vendors are no longer required to provide the proof.

Mr. Kueffner said he understood we would just rely on compliance and Vendors would be still be required to man their Vendor Booths while Cruise ships are in port. We could still ask for proof from a Vendor if we suspect they are not using their permit to sell tours.

MOTION by Mr. Kueffner: TO ADOPT AN AMENDMENT TO THE WATERFRONT SALES PERMIT REGULATIONS AND FORWARD TO THE CITY ATTORNEY AND ASK UNANIMOUS CONSENT.

The motion passed without objection.

2. Port Customs and Visitors Center Bid Award.

Mr. Gillette said on June 22, 2010 we had a bid opening for the Port Customs and Visitors Center project. The low bidder was North Pacific Erectors, Inc. for the amount of \$8,039,689.00. This bid is 3% over our engineers estimate for this project but still within our total project funds. He included a bid award memo in the packet and recommended award of this project to North Pacific Erectors, Inc.

Mr. Donek said there was quite a spread in the bids and asked if Mr. Gillette looked into the difference in bid amounts.

Mr. Gillette said he spoke with North Pacific Erectors, Inc. and they were very comfortable with their bid amount.

MOTION by Mr. Kueffner: TO RECOMMEND THE ASSEMBLY AWARD THE BID TO NORTH PACIFIC ERECTORS, INC. IN THE AMOUNT OF \$8,039,689.00 AND ASK UNANIMOUS CONSENT.

The motion passed without objection.

3. Cold Storage Feasibility Study.

Mr. Preston called for a brief recess at 7:15p.m. to deal with a disruptive member of the public, Ms. Janice Cook-Carter.

At 7:18p.m. the Harbor Board re-convened.

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VI. Items for Action(continued).

Mr. Kueffner said the FDC brought a proposal to the Board about a month ago regarding an update to the Cold Storage Feasibility study. We asked for the FDC to come back with a new proposal demonstrating support and possibly a financial commitment from local fishermen and processors. The FDC has come to the Board with a new proposal demonstrating more support from local organizations and they are now asking for \$14,000 to update the Feasibility Study. The Docks and Harbors Finance Committee has asked to put one limitation on the proposal that in order to expend the \$14,000, the FDC would not utilize Docks and Harbors staff time.

Public Comment

Chris Knight, 63 W. 10th Street, Juneau AK 99801

Mr. Knight is a direct marketer and fisherman and he was asked to speak on behalf of the FDC. He said fish taxes should be up significantly this year and \$14,000 is a small amount to contribute towards the study. The cold storage could play an important part in diversifying Juneau's economic base and he asked the Board to forward an approval for funding to the full Assembly.

He included a handout with some basic information relating to the fisheries business tax generated in and for the community of Juneau.

Mr. Williams asked how the Feasibility Study would benefit individual fishermen as well as the fisheries groups.

Mr. Knight said there is a huge needs list within the commercial fishing industry and the Cold Storage Facility would satisfy one of the many needs. The facility would also provide more opportunities to do additional marketing of their products which could increase the product value.

There was further discussion between Mr. Knight and Board Members.

Although most Board Members were in favor of funding the Feasibility Study, they were in disagreement about whether the funding should come from Docks and Harbors, from the Assembly directly or jointly between Docks and Harbors and the Assembly.

MOTION by Mr. Donek: TO TABLE ITEM #3, COLD STORAGE FEASIBILITY STUDY UNTIL THE NEXT REGULAR BOARD MEETING ON JULY 29, 2010.

The motion passed without objection.

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VI. Items for Action(continued).

4. Douglas Harbor GO Bond Request.

Mr. Preston said the EPA and the Corps of Engineers may not approve of the plan we have for disposal of the dredge spoils from Douglas Harbor. If that is the case, we do not have enough money to dispose of the spoils in a manner that would be acceptable to them. Assembly Member Doll has suggested the Assembly consider placing a GO (General Obligation) bond question on the fall ballot to provide additional money for disposing of the dredge materials.

Ms. Jebe objected to the GO bond because she did not think that Juneau property owners should have to pay for this project

Mr. Williams said he would like to move forward with the GO bond and let the public decide.

Mr. Donek said the Douglas Harbor is a community asset and he did not feel it was too much to ask Juneau residents to help support the harbors.

MOTION by Mr. Kueffner: TO RECOMMEND THAT HE ASSEMBLY CONSIDER A GO BOND QUESTION ON THE FALL 2010 BALLOT TO PROVIDE ADDITIONAL FUNDS FOR DREDGING DOUGLAS HARBOR TO MEET REQUIREMENTS OF FEDERAL PERMIT AGENCIES.

The motion passed without objection.

Mr. Stone outlined another process to do more soil testing through the Core of Engineers in hopes of getting the permits needed to complete the dredging in Douglas Harbor. The estimated the cost for various testing, sampling, cores and labor at \$64,000.

MOTION by Mr. Jardell: TO AUTHORIZE THE PORT DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE CORPS FOR ADDITIONAL TESTING AT DOUGLAS HARBOR IN AN AMOUNT UP TO \$64,000 AND ASK UNANIMOUS CONSENT.

The motion passed without objection.

5. Downtown Cruise ship Dock Improvements

Mr. Stone provided a proposal from PND for preliminary engineering services on the Downtown Cruise Ship docks project. The request asks the Assembly for approval to begin the design of Cruise ship Dock improvements so we can get started on this project and hopefully get new docks built before the 2013 season. The reason we are moving forward with this project at this time is we are receiving \$6 million from the State of Alaska on July 1, 2010 and there were changes to the State Cruise ship passenger fee statute that gives Juneau \$5 per passenger starting in FY12. We are in a better financial position to start this. The project cost estimate is \$40 million and as of July 1, we will have about \$19.2 million.

There was further discussion of design elements.

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VI. Items for Action(continued).

MOTION by Mr. Donek: TO RECOMMEND THE ASSEMBLY APPROVE A CONTRACT WITH PND FOR PRELIMINARY DESIGN OF CRUISE SHIP DOCK IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$250,000 AND ASK UNANIMOUS CONSENT.

The motion passed without objection.

6. Downtown Parking Plan MOA

Mr. Stone said the City is looking at doing a new parking management plan downtown and as part of that they are considering putting in parking meters similar to what we have at Statter Harbor. We have some areas that are used for year round public parking such as the Columbia Lot and the Steamship Wharf parking area. They did not want the Harbor Department doing anything that would undermine their paid parking management plan. They have suggested some ordinance changes which are included in the Memorandum of Agreement between CBJ and Docks and Harbors.

MOTION by Ms Jebe: TO APPROVE THE MEMORANDUM AGREEMENT WITH THE CITY MANAGER FOR COORDINATION OF PARKING MANAGEMENT AT THE DOWNTOWN DOCKS AND ASK UNANIMOUS CONSENT.

The motion passed without objection.

7. Statter Harbor Launch Ramp EA Contract Amendment.

Mr. Stone said at a joint meeting held on June 24th between consultants, staff, CBJ and ADF&G, it was recommended that several additional tasks be performed to address important environmental issues and impacts derived from public and Agency comments. These additional tasks are outlined in the PND fee proposal dated June 24, 2010 and the estimated additional cost is \$365,000.

There was further discussion about the permit process and excessive requirements.

MOTION by Mr. Donek: TO REQUEST THE ASSEMBLY APROVE A TIME AND MATERIALS CONTRACT AMENDMENT WITH PND, INC. IN AN AMOUNT NOT TO EXCEED \$365,000 FOR PRELIMINARY ENGINEERING AND ADDITIONAL WORK ON THE ENVIRONMENTAL ASSESSMENT TO MEET REQUIREMENTS OF FEDERAL PERMIT AGENCIES AND ASK UNANIMOUS CONSENT.

The motion passed without objection.

VII. Items for Information/Action.

There were none.

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VIII. PRAC Representative Report.

There was none.

IX. Committee and Board Member Reports.

1. Operations Committee Meeting- CANCELLED
2. CIP/Planning Committee Meeting – CANCELLED
3. Finance Committee Meeting – June 22, 2010.

Mr. Kueffner said most items discussed at the meeting where on the Board Agenda.
The additional item not in the agenda was Statter Harbor Parking Lot ROW Easement.

X. Assembly Liaison Report

There was none.

XI. Administrative Officer's Report.

There was none.

XII. Port Engineer's Report.

Mr. Gillette's Report was included in the packet. He said we have finally received the Tiger Grant and we will be taking that to the Assembly Monday night.

XIII. Harbor Master's Report.

Mr. Benner said the new North Douglas Launch Ramp Float is in and will be installed on June 30th and the ramp will be closed all day. We have put out public notice.
The Harbor offices will be open over the July 4th holiday. The Statter harbor office will be open July 4th and the Aurora Harbor office will be open on July 5th.

XIV. Port Director's Report.

Mr. Stone said Monday nights Assembly Meeting has several Docks and Harbors items on the agenda and he encouraged Board Members and the public to attend.

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XV. Committee Administrative Matters.

A. Meeting Calendar for July 2010.

Operations Committee Meeting – July 21, 2010

5:00 p.m. at the Aurora Harbor Office

CIP/Planning Committee Meeting – July 21, 2010

5:00 p.m. in the CBJ Assembly Chambers

Finance Committee Meeting – July 27, 2010

5:00 p.m. at the CBJ Meeting Room #224

Regular Board Meeting – July 29, 2010

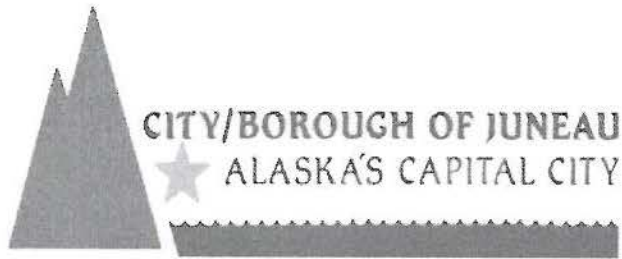
7.00 p.m. at the CBJ Assembly Chambers

XVI. Adjournment.

MOTION by Mr. Williams: TO ASK UNANIMOUS CONSENT TO ADJOURN THE REGULAR BOARD MEETING.

The motion passed without objection.

The Regular Board Meeting adjourned at 9:04 p.m.



City & Borough of Juneau • Docks & Harbors
155 S. Seward Street • Juneau, AK 99801
(907) 586-0292 Phone • (907) 586-0295 Fax

Port of Juneau MEMORANDUM

To: Harbor Board CIP Committee
From: Gary Gillette, Port Engineer 
Date: July 16, 2010
Re: Cathodic Protection Inspection

The Docks and Harbors Department and Engineering Department propose performance of a cathodic protection inspection of the Marine Park Parking Garage and the Steamship Wharf area. The joint effort will result in cost savings to the city due to decreased mobilization expenses.

Tinnea and Associates was selected to perform the services as a result of a Request for Proposal administered by the Engineering Department. The Engineering Department's area of interest is the Marine Park Parking Garage and its steel "H" pile construction. The area of interest of the Docks and Harbors Department are the sheet pile bulkhead and steel piling of Marine Park and the newer deck-over area. In addition, the wood piling of the Steamship Wharf will also be inspected.

The result of the work will be recommendations for the cathodic protection system, cost estimates, design, and construction documents ready for bidding the work. A copy of the Tinnea proposal is attached. After the report is received the Board can make decisions of when to perform the recommended work. It may be cost beneficial to work with the Engineering Department on contracting the work at that time.

The Docks and Harbors portion of the Tinnea and Associates contract is \$133,490.00. Although this is over \$100,000 which would normally require Assembly approval, it has been determined by the CBJ Law Department that in this case that approval is not needed. The reasoning is that the contract is an Engineering Department contract that Docks and Harbors is merely providing some of the funds for its execution. The e-mail conversation between Engineering, Purchasing, and Law is included for reference.

Gary Gillette

From: Amy Mead
Sent: Thursday, July 01, 2010 10:52 AM
To: Amy Mead; Anne Stadnychenko; Rorie Watt; Gary Gillette; Steve Tada
Subject: RE: Cathodic Protection Contract

Yeah, that would be >\$100,000

From: Amy Mead
Sent: Thursday, July 01, 2010 10:49 AM
To: Anne Stadnychenko; Rorie Watt; Gary Gillette; Steve Tada
Subject: RE: Cathodic Protection Contract

After speaking to Anne and Rorie and gaining a better understanding of the project, my opinion is that this <\$100,000 payment from Harbors to Engineering need not go back to the Assembly.
 Amy

From: Anne Stadnychenko
Sent: Thursday, July 01, 2010 9:57 AM
To: Rorie Watt; Amy Mead; Gary Gillette; Steve Tada
Subject: RE: Cathodic Protection Contract

I would agree with Rorie. Assuming Engineering followed standard procurement procedures for this pending contract, no assembly action is necessary if under \$1,000,000 for CIP projects. That's because the assembly deemed that CIP projects get enough scrutiny during the pre solicitation phase through various assembly subcommittees (finance, PW & facilities). Thus, no need to "rubber stamp approve" a well reviewed project, which would only serve to cut into a short construction period (some history for Amy's benefit here).

One of Title 85's intents (and there were many.....) was to ensure proper procurement procedures for projects over \$100,000 were taken by Harbors. That intent has been satisfied by the Engineering dept. Rorie, how much scrutiny has this project gotten from subcommittees? Goes to support your argument.

Amy, I'd be happy to discuss with you if you'd like. Stop by or give a call.
 Anne ext 0310.

From: Rorie Watt
Sent: Wednesday, June 30, 2010 3:41 PM
To: Amy Mead; Anne Stadnychenko; Gary Gillette; Steve Tada
Subject: Cathodic Protection Contract

All –

Here are the facts and details on the cathodic protection contract. The Marine Park Library & Parking Garage, cruise ship dock and portions of Marine Park all have steel foundations that need protection from corrosion, known as cathodic protection.

The Engineering Department initiated a professional services contract for inspections and design work, such work will include inspection of piling and protection systems by using boats and divers. This work is optimally done in the summer, during long days and calmer weather. Docks & Harbors has responsibility to maintain some of the facilities, Parks & Rec (Building Maintenance) manages others.

7/16/2010

Time is of the essence here, the sooner this contract can be signed, the sooner the work can be done in optimal weather. Additionally, we will need to take the results of the inspection and have a bid package prepared so that construction can occur prior to next year's cruise ship season. We have a real financial interest in proceeding in an expedited manner.

In accordance with 53.50.005, Engineering Department initiates procurement under the Purchasing Officer, and Docks & Harbors does not. As such, Engineering Contracts do not go to the Assembly for approval unless they are greater than \$1,000,000 (53.50.060 (e) 1). However, Docks & Harbors powers fall under 85.02.060 7 (c) which requires approval for "all contracts and purchases exceeding \$100,000."

The purpose of title 85 is to provide check and balance on the semi-independent Docks & Harbors. Docks & Harbors share of the contract will be over \$100,000. If it was a Docks & Harbors contract, it would therefore have to gain Assembly approval. However, this is an Engineering Dept contract that would be under the authority of the Purchasing Officer. The only D&H involvement would be to provide a funding source – an already established CIP.

Amy/Anne – Please weigh in on your opinions. What governs, the purchasing code, Harbor code or City Manager's discretion? Thanks.

SCOPE OF WORK

I. Task 100 – Mobilization

This includes elements now understood to be relevant to both the inspection and corrosion control design(s)

A. Review Existing Documents

This review includes both City/Borough of Juneau (CBJ)-provided information and in-house documents

1. *Drawings / 'As Built's'*

This includes, but is not limited to, drawings from:

- 1985 construction documents (CDs) for the Parking Garage/Library and Marine Park
- 1990 CDs for Steamship Wharf – deck
- 2002 CDs for the Marine Park/Steamship Wharf improvements

2. *Previous Reports*

This includes inspection reports and other relevant documents

3. *Prepare Take-offs*

This includes, but is not limited to:

- Tabulate piling:
 - Enumerate by type, size, and coating systems
- Tabulate cathodic protection (CP) systems
 - By piling they were designed to protect
 - Added piling not included in CP designs
 - Previous performance data

B. Coordinate with Other Disciplines

Since Tinnea & Associates, LLC (TAlc) is the prime, we shall have ultimate responsibility for coordination for our team.

1. *Structural – PND Engineers, Inc.*

PND will provide a structural engineering report(s) based upon the findings from the inspection.

2. *Diving – Echelon Engineering, Inc.*
Echelon (EEI) will provide underwater inspection of the elements not readily inspected from shore or a boat.

C. *Inspection Mobilization*

A successful inspection of marine structures in Alaskan waters depends upon thorough planning. EEI's underwater inspection will run concurrently with the TALLC corrosion inspection. PND will make inspection site visits as necessary.

1. *Schedule*

The schedule breaks into two distinct parts. The macro schedule will be the dates the inspectors will be in Juneau. The micro schedule will be developed from the macro dates in response to vessel schedule, which may generate access closures, and tide elevation, which may in certain areas either facilitate or impede arm's length inspection.

- a) *Set inspection dates*
- b) *Purchase airline tickets (14 day lead)*
- c) *Other reservations car/hotel/boat*
- d) *Prepare annotated tide table*

2. *Inspection Punchlist*

The punchlist will be developed to ensure the inspection checks on all issues relevant to the corrosion control design and structural evaluation.

This will include, but is not limited to:

- a) *Confirm 'As Builts' and system(s) understanding*
 - b) *Perform a three-tier inspection of non-submerged piling and piling that can be accessed during lower tide levels.*
 - **Level 1 – arm's length visual 100%**
 - **Level 2 – 10% with local cleaning**
 - **Level 3 – 5% with cleaning & NDT documenting any steel section loss or pitting**
 - c) *Evaluate condition of coating systems*
 - **Organic coatings**
-

- Galvanized coatings
- d) *Evaluate condition of marine CP systems*
 - Identify reusable components
 - Verify electrical continuity
 - Evaluate stray current from adjacent vessels
- 3. *Develop inspection schedule*

Use tentative vessel schedule/closures and tide levels to develop schedule to complete inspection protocol items
- 4. *Mobilize Equipment*
 - a) *Prepare a list of needed equipment*

Use the inspection punchlist to make equipment list
 - b) *Check/calibrate equipment*
 - c) *Ship equipment (as necessary)*

II. Task 200 – Inspection

We anticipate that the inspection will start and end with a meeting with CBJ staff. The first meeting would include a review of relevant safety and security issues. The meeting at the end of the inspection would include an initial discussion of findings.

A. Travel

B. Meeting with CBJ

We expect attendees to include staff from CJB Engineering, CBJ Docks and Harbors and the Contractors TAlc, EEI, and PND.

1. *Safety Issues*

Safety issues would include, but not be limited to:

- a) *Emergency phone numbers – protocol*
- b) *Inspection issues*
 - Overwater
 - Underwater

- c) *Vessel presence – e.g. bow thruster operation*
 - d) *Other*
 - 2. *Security Issues*
 - a) *Required notification*
 - b) *Required identification*
 - c) *Other*
 - 3. *Other issues*
- C. *Corrosion Inspection*

Please note that both tides and vessel schedules will preclude the inspection addressing the following items in the order listed. Further, we expect that we may make modifications to the work depending upon our findings, and those from the underwater inspection conducted by EEL.

 - 1. *Downtown Parking Facility/Library*
 - a) *Marine piles*
Essentially bents A through D, lines 6-11
 - b) *Soil piles*
Bents A through D, lines 1-6 and bents D.5 thru G
 - 2. *Marine Park Including 2002 Improvements*
 - a) *Sheet pile bulkhead*
 - b) *Lightering float and gangway*
 - c) *2002 improvements*
 - 3. *Steamship Wharf*

Essentially, the original 1990 construction from just south of the lightering float thru the ramp just the south of the DPF/Library plus the bus deck-over supported on timber piles.

 - a) *Inspect the timber piling*
 - b) *Evaluate stray current from adjacent vessels*

D. Meeting with CBJ

We expect attendees to include staff from CJB Engineering, CBJ Docks and Harbors and the Contractors TAlc, EEI, and PND.

1. *Present Inspection Initial Findings*
Discuss the inspection findings, preliminary reading of the structural implications, and strategies for corrosion control.
2. *Discuss Direction for Corrosion Control Measures*
 - a) *Cathodic protection*
 - b) *Protective coatings*
 - c) *Protective wraps*
 - d) *Concrete encapsulation*
 - e) *Other*

III. Task 300 – Corrosion Report

This will include preparing a comprehensive report that includes the findings from the corrosion inspection. It also will include a discussion of the underwater inspection report, prepared by EEI, and the structural report, prepared by PND.

A. Corrosion Report

1. *Introduction*
2. *Discussion of Methodology*
3. *Findings*
4. *Conclusions*
5. *Recommendations*

B. Appendices

1. *Underwater Inspection Report: EEI*
2. *Structural Report: PND*

IV. Task 400 – Corrosion Control Design

Until the findings from the inspection are known, it is not possible to know what corrosion control method or methods may provide the CBJ the most cost-effective property management return.

A. Possible Corrosion Control Methods

The following methods may be employed alone or in combination.

1. *Cathodic Protection*
For submerged and/or tidal zone piles and perhaps buried piles.
2. *Protective Coatings*
For the tidal and splash zones and may include the following:
 - Epoxies
 - Urethanes
 - Glass flake systems
 - Thermal sprayed materials
3. *Pile Wraps*
These typically include primer followed by wraps or sheathing that encase the pile with petrolatum.
4. *Pile Encasement in Concrete, Mortar, or Grout*
This could be applied to address corrosion and corrosion loss in the tidal and splash zone.

B. Schematic Design

To provide quick turnaround, the schematic design will actually commence during the inspection and will be discussed with the CBJ PM during the inspection and at the post inspection meeting.

C. Design Development

Each of these submittal stages will afford CBJ a minimum of one week for review. Specification will include at a minimum 01010 'Scope of Work' and 16640 'Cathodic Protection.'

1. *60% Submittal*
2. *90% Submittal*
3. *Cost Estimates – provided concurrent with design submittals*

V. Task 500 – Construction Documents

- A. Final Submittal
Provide one 'Bid Ready' set of documents plus one set of Mylar™ stamped record drawings.
- B. Final Cost Estimates
Provide final cost estimates.

VI. Task 600 – General Management and QA/QC

- A. General Management
Assist in the success of the different aspects of the project. Provide efficient coordination of the several firms working on this contract and their interaction with the client and other agencies.
- B. Quality Assurance and Quality Control
Ensure that the quality management plans are followed for the inspection and corrosion control design(s).



June 28, 2010

Steve Tada
CITY/BOROUGH OF JUNEAU
Engineering
Marine View Building, 3rd Floor
230 South Franklin Street
Juneau, Alaska 99801

**SUBJECT: PROJECT E10-241: DESIGN SERVICES FOR THE DOWNTOWN
PARKING FACILITY – CATHODIC PROTECTION REPAIRS R1**

Dear Steve:

We are pleased to again have the opportunity to be of assistance to the City/Borough of Juneau (CBJ). Attached please find a copy of an outline for scope of services we propose to provide CBJ to complete the requested work, a summary spreadsheet of our cost estimates to provide that work, and the scoping submittals of our two proposed subcontractors. Echelon Engineer, Inc. (EEI) will provide underwater inspection services. PND Engineers, Inc. (PND) will provide structural evaluations of corrosion loss of steel piling metal section and/or timber piling damage. The figure at the right delineates the general areas to be inspected.

The area shown as Downtown Parking is comprised of the Downtown Parking Facility/Library and an integral decked area to the north. These structures are supported on coated steel H-piles. A portion of these piles are only exposed to soil conditions, some to rip-rap/seawater intrusion and soil conditions, and some to marine conditions.

The Marine Park area includes a sheet pile bulkhead and a steel pipe pile supported decking that was installed in 2002.

The area annotated as Steamship Wharf is comprised of the timber wharf supported by timber piles and those portions of the bus deck-over that are supported by timber piles.

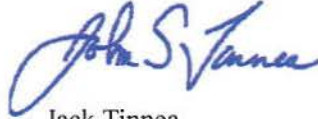


Tinnea & Associates to provide the proposed services defined in the attached scoping documents for the Downtown Parking Facility, Marine Park, and the Steamship Wharf including a timber pile inspection/structural evaluation on a time and materials (T&M) basis not to exceed \$216,410. The breakdown of our cost estimates are as follows:

CBJ Engineering:	\$82,920
Docks & Harbors:	<u>\$133,490</u>
Total:	<u>\$216,410</u>

Steve should you or your colleagues have any questions concerning this proposal, please call me at (206) 328-7872 or email me at jackt@tinnea.net. Again, thank you for this opportunity to assist the City/Borough of Juneau in managing these important gateway assets.

Sincerely,
TINNEA & ASSOCIATES, LLC



Jack Tinnea
President
JST/me

encl: scoping documents & spreadsheets

Ref 1012401/cbj e10-241 scoping 062810e.docx

TAlle Project No.: 1012401



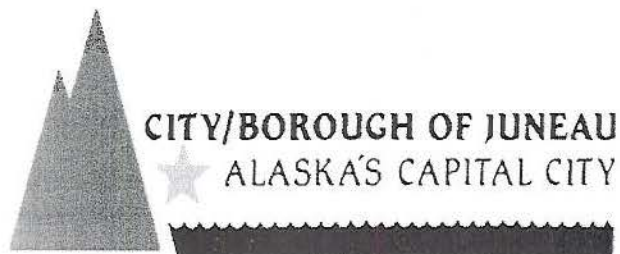
**Tinnea &
Associates, LLC**

2018 East Union Street Seattle, WA 98122-2836
(206) 328-7872 www.tinnea.net

TINNEA & ASSOCIATES - LABOR SUMMARY

[illegible]

Comments/Assumptions:		
	Subcontractors:	
	Echelon Engineering, Inc. (Diving)	\$ 77,256.00
	PND Engineers, Inc. (Structural Engineering)	\$ 24,620.00
	PND Engineers, Inc., Work Skiff	\$ 1,000.00
	Subtotal:	\$ 102,876.00
	10% Markup:	\$ 10,287.60
	Total Subcontractors:	\$ 113,163.60
	Other Direct Charges (ODCs)	
	Inspection (air fare, per diem, car, mileage, equipment)	\$ 12,222.00
	Bound Inspection Report (3 copies)	\$ 87.00
	Design Development	\$ 180.00
	Final CDs (1 copy each of: specifications, 24"×36" bond & mylar drawings)	\$ 160.00
	ODC Subtotal:	\$ 12,649.00
	Markup (10%):	\$ 1,264.90
	Total ODCs:	\$ 13,913.90
	TOTAL	\$ 216,409.32



City & Borough of Juneau • Docks & Harbors
155 S. Seward Street • Juneau, AK 99801
(907) 586-0292 Phone • (907) 586-0295 Fax

Port of Juneau

MEMORANDUM

To: Harbor Board CIP Committee
From: Gary Gillette, Port Engineer
Date: July 22, 2010
Re: Port Customs and Visitor Center

The Port Customs and Visitor Center project is set to begin the construction period. The contractor, North Pacific Erectors, is already busy lining up materials and equipment. The plan is to be ready to go on October 1, 2010, as soon as the cruise season is complete.

Jensen Yorba Lott, Inc., the architect of record for the project, has been asked for a proposal to perform contract administration and construction observation services for the project. The work would include reviewing shop drawings and submittals, making clarifications of the design, general inspection of the construction, and special inspections required by the building permit.

Attached is the proposal from JYL, Inc. which estimates the cost of the services provided during the construction period. The proposal includes services from the associated sub-consultants on the project as well. The estimated amount is \$132,615 for contract administration and \$269,555 for construction observation with \$6,420 in reimbursable expenses for a total contract amount of \$408,950. Compensation would be based on time and expenses to a maximum of the total proposed amount.

The CIP Committee is asked to consider this proposal and make a recommendation to the full Board.

Designing Alaska Since 1935

Date: July 20, 2010
To: Gary Gillette
CBJ Docks and Harbors
From: Joann Lott
RE: CBJ Port, Customs and Visitors Center
CC:

Proposed scope of work for construction services: All services will be time and expense;

Construction Services: Construction services will include:

- response to questions
- clarifications
- review of shop drawings and submittals
- meeting participation, 1 hour every other week for each discipline. Participation in job site meetings will occur when appropriate to the work occurring on site and only on request by CBJ.
- Substantial and Final inspections.

Building Inspection and Special Inspection Services:

- Construction Administration. JYL: Quarter time presence on site during non building construction, coordinate inspection services and pile driving observations, coordination of communication and project management, meeting attendance. (Schedule, RFI's, RFP's Change orders).
- Construction Administration building inspection. JYL: Half time presence on site during building construction, coordinate inspection services and observations, coordination of communication and project management (Schedule, RFI's, RFP's Change orders).
- Pile driving inspections (PND) (full time presence during pile driving operations)

- Required special inspections & testing services (PND) (concrete, bolts, reinforcing steel, welds, high strength bolts)

Construction Observation:

- Services include construction observation by each discipline; assume 1 hour a week and a written report. On site observation will occur when requested, based on work taking place.

G:_Projects\0847\Corr\0scopeCAservices.doc

JENSEN YORBA LOTT, Inc.
DESIGN SERVICES PROPOSAL

CONSTRUCTION ADMINISTRATION

Project: **CBJ Docks & Harbors Ports, Customs and Visitors Buildings**

STAFF:	Arch/LArch/IDes							TOTAL
	PMgr	III	II	ACC	Intern	Drft	AA	
	\$140	\$115	\$105	\$85	\$90	\$80	\$70	

ARCHITECTURE:

(44 weeks of pre site work)

Project Management	30			10				
Pre-Construction Conf	4	4						
Clarifications/Questions	30	60				20		
Submittal Review	20	80			20			
RFIs/RFPs & Change Orders	24	40						
Substantial Compl Insp								
2 @ 12 hours	12	12						
Final Completion Insp								
2 @ 8 hours	8	8						
Close-out	12	16					6	
Subtotal (hours)	140	220	0	10	20	20	6	416
Subtotal (dollars)	\$19,600	\$25,300	\$0	\$850	\$1,800	\$1,600	\$420	\$49,570

CONSULTANTS:

Civil Engineering	\$21,240
Structural Engineering	\$31,515
Mechanical Engineering	\$10,730
Electrical Engineering	\$16,200
Landscape Architecture	\$3,360

Subtotal	\$83,045
Overhead/Profit 0%	\$0
Total	\$83,045

TOTAL CONSTRUCTION ADMINISTRATION SERVICES FEE \$132,615

JENSEN YORBA LOTT, Inc.
DESIGN SERVICES PROPOSAL

CONSTRUCTION OBSERVATION

Project: CBJ Docks & Harbors Ports, Customs and Visitors Buildings

STAFF:	Arch/LArch/IDes							TOTAL
	PMgr	III	II	ACC	Intern	Drft	AA	
	\$140	\$115	\$105	\$85	\$90	\$80	\$70	

ARCHITECTURE:

(60 weeks of on site activity)

Project Management	40			15				
Half time on site observation (bldgs)		600					20	
Quarter time on site (piling, site work, utilities)	10	300					10	
Field Observations & Report 1/wk @ 1 hours	60						10	

Subtotal (hours)	110	900	0	15	0	0	40	1065
Subtotal (dollars)	\$15,400	\$103,500	\$0	\$1,275	\$0	\$0	\$2,800	\$122,975

CONSULTANTS:

Civil Engineering Observations (included in inspections)	\$0
Civil Engineering Inspections (Waterline, sewer force main, pavement)	\$30,080
Structural Engineering Observations - building	\$5,280
Structural Engineering Inspections (pile driving, welding, concrete, timber framing, steel framing)	\$99,200
Mechanical Engineering	\$2,800
Electrical Engineering	\$8,100
Landscape Architecture	\$1,120
Subtotal	\$146,580
Overhead/Profit 0%	\$0
Total	\$146,580

TOTAL CONSTRUCTION OBSERVATION SERVICES FEE	\$269,555
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JENSEN YORBA LOTT, Inc.
DESIGN SERVICES PROPOSAL

REIMBURSABLE EXPENSES

Project: **CBJ Docks & Harbors Ports, Customs and Visitors Buildings**

PHASE:	10 Pre-D	30 SD VIS	30 SD PC	40 DD	50 CD	60 BID	70 CA	80 CO	TOTAL
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TRAVEL		Rate								
Arch	Trips									0
	Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Struct	Trips									0
	Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Mech	Trips									0
	Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Elect	Trips									0
	Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	Trips									0
	Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

PER DIEM

Arch										0
Struct										0
Mech										0
Elect										0
Rate	\$0									
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

PRINTING/COPYING

11 x 17 Copy	No.	200	200	200	400	600		300		1,900
Rate	\$0.25									
Mylar Repros:	No.									0
Rate	\$20.00									
Letter Copy:	No.		250	250	450	1,500		300		2,750
Rate	\$0.15									
Large Copy:	No.	25	20	20	35	10				110
Rate	\$6.00									
Total		\$200	\$208	\$208	\$378	\$435	\$0	\$120	\$0	\$1,548

PHONE/FAX

POSTAGE/COURIER

PHOTO/MISC

ENGIN REIMB

RENDERINGS

OH/P	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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TOTAL		\$200	\$208	\$208	\$378	\$435	\$0	\$620	\$5,800	\$7,848
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Roy McLeod

From: John Stone
Sent: Thursday, July 22, 2010 11:37 AM
To: Roy McLeod
Subject: FW: Cold storage on July D&H agenda?
For Board agenda.

From: Glenn Haight [mailto:gehaight@alaska.edu]
Sent: Thursday, July 22, 2010 10:11 AM
To: John Stone
Cc: Eric Kueffner; Jim Preston; Mike Peterson
Subject: Cold storage on July D&H agenda?

Hi John,

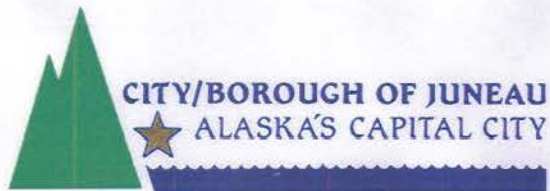
We understand that Docks & Harbors is looking to discuss the FDC request for funding for the public cold storage feasibility study at its next meeting – July 29. We don't have much new to add from our June 22 discussion at the Finance Committee save for the following three things –

- Northern Keta is committing \$500 to the project, bringing private industry match up to \$11,700.
- JEDC can administer the study and will commit staff time.
- The Marine Advisory Program will also lend its services to helping facilitate and coordinate the project.
- We made a brief report before the Assembly's Human Resources Committee on Monday (7/19).

Mike Peterson and I plan to join and be available for any questions. At this point, it doesn't appear we have more to add. Would you please let us know if there is anything further you need from us related to this request?

Many thanks and have a great day.
Glenn

7/22/2010



City & Borough of Juneau • Docks & Harbors
155 S. Seward Street • Juneau, AK 99801
(907) 586-0292 Phone • (907) 586-0295 Fax

Port of Juneau

To: Docks and Harbors Board
CC:
From: John M. Stone, P.E. Port Director
Date: July 23, 2010
Re: Taku Smokeries Dock Expansion

Icy Strait Seafoods submitted the attached request asking that we amend our agreement for use of Taku Smokeries Dock so they can expand the dock.

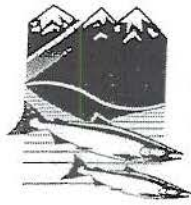
As you know, CBJ owns the dock and rents it to Taku Smokeries on a preferential use basis. Icy Strait would like to make improvements this winter so they can accommodate two vessels at once on the dock face. This would greatly improve the efficiency of operations and the utility of the dock.

This item was discussed at the CIP/Planning Committee and forwarded to the Board for consideration. I am attaching draft revisions to the agreement that would allow for Icy Strait to make the improvements. The Deputy City Attorney reviewed the agreement and request. I have incorporated draft language addressing her concerns.

The Board needs to decide if it wants to amend the agreement to allow Icy Strait's request.

Call me at 586-0294 if you have questions.

Attachments



Icy Strait
SEAFOODS, INC.
Quality Alaskan Seafood

PO Box 21203 Juneau, AK 99802
Ph 360.734.8175 Fx 360.734.2203

hank@icystraitseafoods.com

July 21, 2010

Mr. John Stone, Port Director
City & Borough of Juneau
Docks & Harbors Department
155 S. Seward Street
Juneau, Alaska 99801

RECEIVED
JUL 21 2010
BY: JMS

Re: Suggested revisions to the Taku Smokeries Dock Use Agreement

Dear John,

I have reviewed drawings, site plans and cost estimates for two different dock expansion concepts prepared by PND Engineers. Concept 1, with some modifications, mostly closely meets our needs. However, I was very concerned about the budget estimates provided for both ideas. PND estimates all in cost for Concept 1 at \$1,223,600 and Concept 2 at \$1,039,360. PND did not breakout the costs of constructing the public viewing access on the north side of the ice house. This is a nice feature, but it is a seawalk enhancement, not something that we, as the operator, should be responsible for. But, even after deducting the cost of the viewing platform, I am concerned that costs of the dock expansion may be too expensive. I believe that we could construct the necessary improvements at considerable savings, while still building to city approved design standards.

Although the Dock Use Agreement does not clearly address the idea of operator constructed additions or improvements, with fairly minor modifications it could do so. That would allow us to construct the necessary improvements subject to design standards and inspection acceptable to the city. We think considerable savings could be had this way. We would have to borrow less from the bond funds available for downtown fisheries infrastructure improvements, leaving more of those funds available for other valuable projects such as ice plant improvements.

Another item of note is the Dock Use Agreement. The Dock Use Agreement that was signed just last fall, contains no renewal option. We think it should, and would also like to suggest a minor modification to the agreement.

We have drafted some suggested language for you and the Board to consider. Suggested changes to existing Agreement clause are italicized.

Clause 1. Term would be amended to read as follows:

1. Term. This agreement shall continue in effect for a period of fifteen years from the date set forth above unless sooner terminated pursuant to the terms of Section 12, *provided that the Operator shall have the option of renewing the Agreement for an additional fifteen years at the end of the initial fifteen year period.*

Clause 4. Maintenance and Repair would be amended to include an Operator Improvements clause as follows:

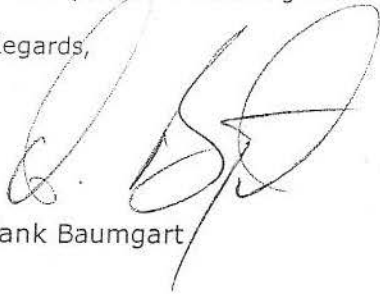
4. Maintenance and Repair / Operator Additions and Improvements
 - a. Minor Repairs (no change)
 - b. Major Repairs (no change)

c. Operator Additions and Improvements. The Operator may, at Operators expense, make additions and / or improvements to the dock to improve its utility. Under no circumstances shall the Operator alter or modify the dock without first having obtained specific written approval from the City, which approval shall not be unreasonably withheld. The City may furnish minimum design standards to accomplish the work, and reserves the right to review and approve any Operator furnished plans and engineering design work and to inspect the work for compliance with approved plans and designs.

These requested changes are drafted to be included in the body of the Agreement and would require re-executing the Agreement. Or the changes could be written as an amendment to attach to the existing Agreement.

Thank you for considering these ideas.

Regards,

A handwritten signature in black ink, appearing to read 'Hank Baumgart', written over a horizontal line.

Hank Baumgart

DRAFT – PROPOSED CHANGES IN ***Bold Italics***

Taku Smokeries Dock Use Agreement

This is a use agreement made as of this ____ day of _____, 2009 by and between the City and Borough of Juneau, Alaska, a municipal corporation organized and existing under the laws of the State of Alaska, hereafter referred to as the “City”, and Taku Smokeries, hereafter referred to as the “Operator” for use of the dock shown in Exhibit A. Both parties agree to the following terms:

1. Term. This agreement shall continue in effect for a period of fifteen years from the date set forth above unless sooner terminated pursuant to the terms of Section 12, ***provided that the Operator shall have the option of renewing the agreement for an additional 15 years at the end of the initial fifteen year period.***
2. Use.
 - a. The Operator is granted the right to use the dock shown in Exhibit A for the purposes and under the terms and conditions set forth in this agreement. The Operator agrees to use the dock only for the purposes of unloading fish from fishing vessels, the delivery of ice to fishing vessels, and other miscellaneous activities associated with these functions. The City agrees to provide the Operator with reasonable access to and from the dock, including access to electrical and water utilities, from the Operator’s adjacent property.
 - b. The City shall have the right to allow other public use of the dock during those times that the Operator is not using the dock. The Operator’s use of the dock will be given preferential use over other public uses allowed on the dock. The City shall give the Operator at least twenty-four hours advance notice of another public user, including the size of any vessels. The parties agree to work together cooperatively regarding other public use of the dock.
3. Compensation to the City. The Operator agrees to pay the City a calendar year fee once each year for use of the dock according to the following fee schedule:
 - a. The calendar year fee shall equal the greater of the following:
 - i. \$13,000 per calendar year if the tonnage of purchased goods is less than 2167 tons in that calendar year;
 - ii. \$6 per ton of purchased goods crossing the docks if the tons are between 2167 and 4583 tons in that calendar; or
 - iii. \$27,500 per calendar year if the tonnage of purchased goods crossing the dock is greater than 4583 tons in that calendar year.
 - b. The Operator shall pay the calendar year fee by March 1 of the year subsequent to the calendar year being paid. For purposes of this agreement, the Operator shall make the first calendar year payment by March 1, 2010. This payment shall be for the entire calendar year 2009 and will not be pro-rated by to account for the date of the agreement being after the start of the 2009 calendar year.
 - c. In the event the agreement expires, the Operator shall continue to make payments in accordance with this section if the Operator continues to use the dock.

Taku Smokeries Dock Use Agreement

- d. If the agreement is terminated during a calendar year, the Operator shall pay a pro-rated calendar year fee upon termination of the agreement.
4. Maintenance and Repair
 - a. Minor Repairs. The Operator shall continuously maintain the dock in a good state of repair at no cost to the City. The Operator shall undertake and complete minor repairs and routine maintenance of the dock, including the replacement of wear surfaces on the dock. The City may inspect the dock to determine whether the Operator is maintaining the dock. In the event an inspection reveals a failure of the Operator to properly maintain the dock, the City may order that corrective maintenance or repair work be accomplished by the Operator within a reasonable period of time as determined by the City.
 - b. Major Repairs. The City shall undertake and complete all necessary major repairs to the dock unless the damage is caused by the negligent action of the Operator, its agents or employees. Such repairs shall be a City expense, subject to the appropriation of sufficient funds for that purpose. If the City fails to make such repairs or appropriations, the Operator may deduct their costs of repairs from future payment obligations. The fee for use of the dock will be abated during periods the dock cannot be used by the Operator because of pending repairs. The Operator shall pay for damage to the dock facilities and improvements caused by the negligence of the Operators, its agents or employees. The term "major repairs" as used herein includes but is not limited to:
 - i. the replacement of dock components that have reached the end of their useful life; or
 - ii. the replacement of dock components that are broken or damaged as a result of incidents not related the Operator's use of the dock.
 - c. ***Operator Additions and Improvements. The Operator may, at the Operator's expense, make additions and/or improvements to the dock to improve its utility. Additions and/or improvements made by the operator shall not negatively impact or prohibit public use of the dock as set out in Paragraph 2 of this agreement. Under no circumstances shall the Operator alter or modify the dock without first having obtained specific written approval from the City, which approval shall not be unreasonably withheld. The City may furnish minimum design standards to accomplish the work, and reserves the right to review and approve any Operator furnished plans and engineering design work and to inspect the work for compliance with approved plans and designs. The Operator shall expeditiously rectify any noncompliance identified by the City. The Operator shall be solely responsible for all maintenance and repair of operator provided additions and improvements made under this paragraph.***
5. Dock Upkeep. The Operator shall maintain the dock in a clean and orderly condition at all times. Derelict, inoperable, or abandoned vessels shall not be allowed to occupy docking space. Oil drums, nets, fishing gear, skiffs, garbage cans or unsightly debris may not be stored on the dock. Bumpers made from used tires, rope, old fire hose, etc. shall not be secured, either permanently or temporarily, to the dock.

Taku Smokeries Dock Use Agreement

6. Prohibited Moorage. The Operator shall not permit moorage of excessively large vessels which might overstress or otherwise damage the dock facilities. Scows, barges, non-powered vessels, floating boat shelters and floating storage buildings shall not be permitted to moor to the dock. It is the express intent of these restrictions to provide definite limitations on the moorage of structures other than powered vessels in order to prevent any disorderly or unsightly developments or those that might otherwise detract from the overall safety and security of the dock. No vessel whose length exceeds 80 feet is to be permitted moorage to the dock.
7. Operator Provided Utilities and Water System. Where electrical facilities and water distribution systems are not provided by the City, the Operator may, after approval by the City, install or have installed adequate electrical and water systems. Under no circumstance shall the Operator alter or modify the dock for the purpose of installing electrical systems or water systems without first obtaining specific written approval from the City. The City will furnish minimum design standards to accomplish the work. The parties acknowledge that, as of the date of this agreement, electrical and water utilities have been provided to the dock.
8. Crane. The Operator has the right to install a crane on the dock, subject to the written approval of the City. The Operator shall have the right to charge fees for use of any crane it may install. The use of any crane installed by the Operator shall be at the sole discretion of the Operator.
9. Ice Machine. The Operator shall have the right to install and operate an ice machine within the area adjacent to the dock as shown on Exhibit A. Any use of this area must comply with all design review, zoning, and other laws and regulations governing such use.
10. Insurance. The Operator shall carry and maintain, during the entire term of this Agreement at the Operator's sole cost and expense, the following types of insurance, in the amounts specified and in the form hereinafter provided for satisfactory to the City's Risk Management Officer:
 - a. Comprehensive General Liability Insurance: Broad form comprehensive general liability insurance with limits of not less than One Million Dollars (\$1,000,000) combined single limit with no deductible or self-insured retention insuring the Operator and the City as an additional named insured from any and all claims for bodily injury or death, and for property damage that may arise out of, or in relation to, this Agreement.
 - b. Motor Vehicle Insurance: Comprehensive automobile liability insurance covering each motor vehicle utilized by the Operator in the performance of this Agreement and all operations thereof, including all vehicles owned or hired by the Operator; such insurance coverage shall have limits of not less than Five Hundred Thousand Dollars (\$500,000.00) combined single limit, and shall name the City as an additional named insured.
 - c. Other Insurance Matters: All the insurance required under this agreement shall:

Taku Smokeries Dock Use Agreement

- i. Be issued by an insurance company or companies authorized to do business in the State of Alaska and approved by the City's Risk Management Officer and provided further, unless such requirement is waived by the City, such company or companies shall in addition thereto be a member insurer included and covered under the Alaska Insurance Guarantee Association Act (Alaska Statutes, Section 21.80.010, et seq.);
 - ii. Contain an endorsement requiring thirty days prior written notice from the insurance company to both the City and the Operator before cancellation or any change which would modify or alter the policy in such manner as to decrease the types or breadth of insurance coverage, or in the amount of insurance coverage.
 - iii. A copy of each policy, or a certificate of the policy, together with evidence of payment of premiums, shall be deposited with the City prior to the Operator's continued operations under this Agreement, and when a renewal of the policy is approaching, not less than twenty days before expiration of the term of the policy. The City shall have the right to inspect the Operator's records at reasonable times to confirm that the insurance called for herein is in force.
- d. Worker's Compensation Coverage. The Operator, if subject to the provisions of the Alaska Worker's Compensation Act (AS 23.30), shall, upon request, provide the City with proof, furnished by the insurance carrier, or current coverage for worker's compensation with an insurance company or association authorized to transact such business in the State of Alaska, or an approved current certificate of self insurance by the Alaska Worker's Compensation Board; such policy shall contain an endorsement for longshoremen and harbor workers coverage. The Operator further acknowledges and agrees that in the event it fails to maintain proper worker's compensation coverage, the State will implement the provisions of AS 23.20.045(c) and the City, at its option, may terminate this Agreement for cause without liability.
11. Hold Harmless and Indemnity. The City, its elected and appointed officers, employees, and agents shall not be held liable for any claims, liabilities, penalties, fines or for damage to any goods, properties or effects of any person whatsoever, whether tangible or intangible, nor for any personal injury or death, caused by or resulting from any act or omission of the Operator, or by any of the Operator's partners, agents, employees, representatives, contractors, subcontractors, customers, or invitees, in the performance or nonperformance of this Agreement. The Operator further agrees to and shall appear and defend and indemnify and save the City, its elected and appointed officers, employees and agents free and harmless from any and all of the foregoing claims, liabilities, penalties, fines, or damages, and any cost of expense, including reasonable attorney's fees, whether or not suit is filed, incurred by the City, its officers, or employees in relation thereto. The Operator shall not be liable for claims, liabilities, or damages arising out of the use of the dock by third parties authorized by the City to use the dock.
12. Termination of Agreement. The City may cancel this Agreement by giving the Operator ninety days advance written notice upon the failure of the Operator to perform, keep and

Taku Smokeries Dock Use Agreement

observe any of the terms covenants, and conditions contained in this Agreement, provided, the deficiency is not cured by the Operator to the satisfaction of the City within this ninety-day period. *Upon termination of the agreement, the owner shall remove any additions and/or improvements made under paragraph 4.c. of this agreement within 90 days after notice is served by the City. At the discretion of the City, the owner may leave the addition and/or improvements in place.*

13. Administrator of Agreement. The City Port Director, or the Port Director's designee, shall be the City's representative for the purpose of administering this Agreement.
14. Independent Contractor. The parties hereto expressly agree that the Operator shall be and is an independent contractor and is not an employee or agent of the City. The Operator is entitled to no insurance coverage, whether worker's compensation or otherwise or other benefits accorded to the City's employees.
15. Assignment. The Operator shall not assign, transfer, convey, subcontract, or otherwise dispose of or encumber this Agreement or the rights hereunder, nor shall the Operator delegate any of its duties hereunder without the prior written consent of the City which shall not be unreasonably withheld.
16. Compliance with Laws and Regulations. The Operator shall conduct all operations at the dock in compliance with all state, federal, and local laws, ordinances, rules and regulations now and hereafter in force, which may be applicable to such operations.
17. Corporate Authority. The Operator shall deliver to the City at the time of execution of the Agreement a certified copy of a resolution of its Board of Directors authorizing the execution of this Agreement and naming of officers that are authorized to execute this Agreement on behalf of the corporation.

IN WITNESS THEREOF, these parties have signed this Agreement on the date first written above.

CITY AND BOROUGH OF JUNEAU, ALASKA:

By: _____
John M. Stone
Port Director

TAKU SMOKERIES, INC.

By: _____
Eric Norman
Vice President

Taku Smokeries Dock Use Agreement

CITY ACKNOWLEDGMENT

STATE OF ALASKA)
)
FIRST JUDICIAL DISTRICT) ss:

THIS IS TO CERTIFY that on the ____ day of _____, 2009, before me, the undersigned, a notary in and for the State of Alaska, duly commissioned and sworn, personally appeared JOHN M. STONE, to me known to be the PORT DIRECTOR of the CITY AND BOROUGH OF JUNEAU, ALASKA, a municipal corporation which executed the above and foregoing instrument; who on oath stated that he was duly authorized to execute said instrument on behalf of such corporation; who acknowledged to me that he signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

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

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

CORPORATE ACKNOWLEDGMENT

STATE OF ALASKA)
)
FIRST JUDICIAL DISTRICT) ss:

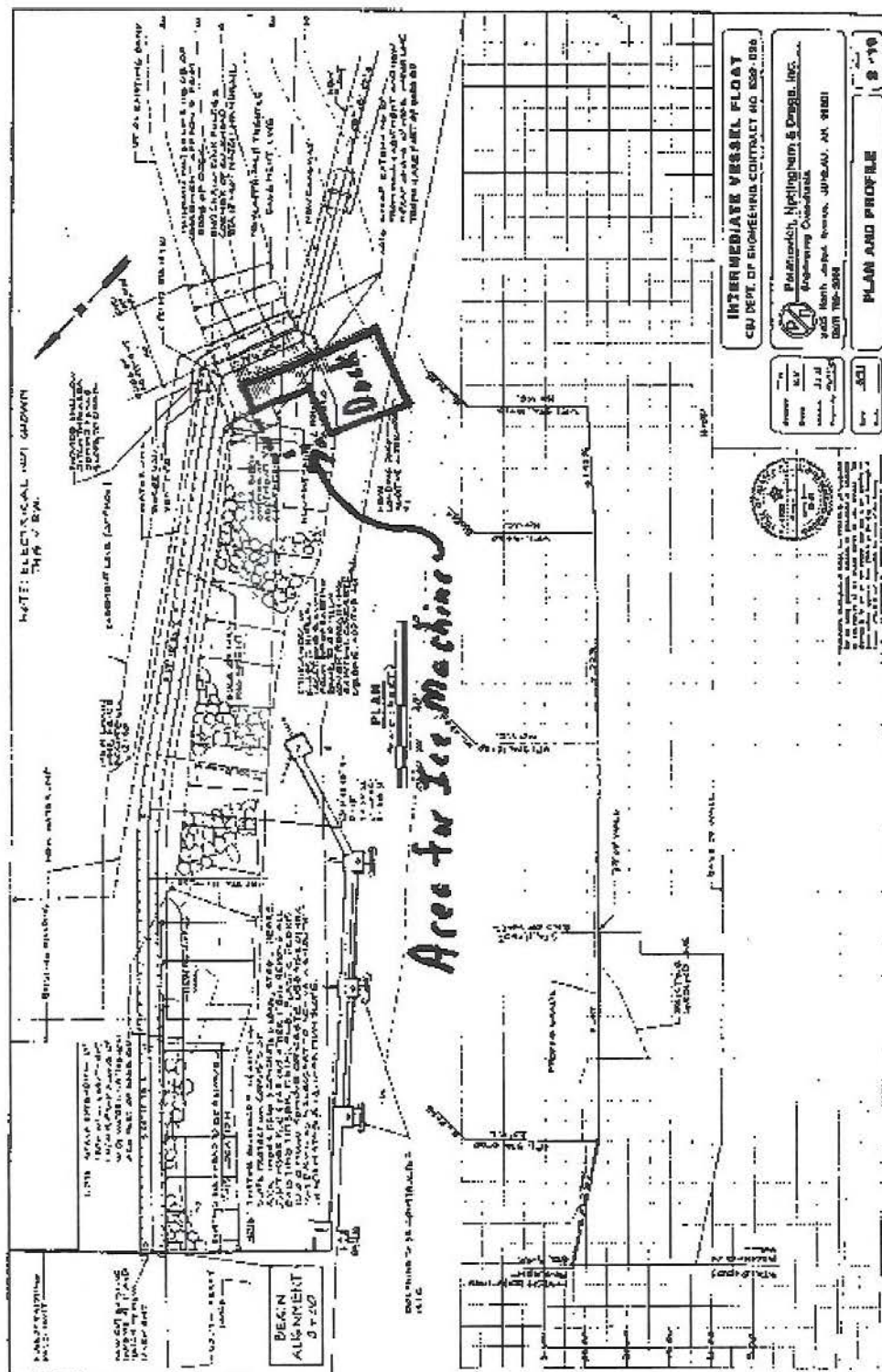
THIS IS TO CERTIFY that on the ____ day of _____, 2009, before me, the undersigned, a notary in and for the State of Alaska, duly commissioned and sworn, personally appeared ERIC NORMAN, to me known to be the VICE PRESIDENT of the TAKU SMOKERIES, INC., corporation organized under the laws of the State of Alaska which executed the above and foregoing instrument; who on oath stated that he was duly authorized to execute said instrument on behalf of such corporation; who acknowledged to me that he signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

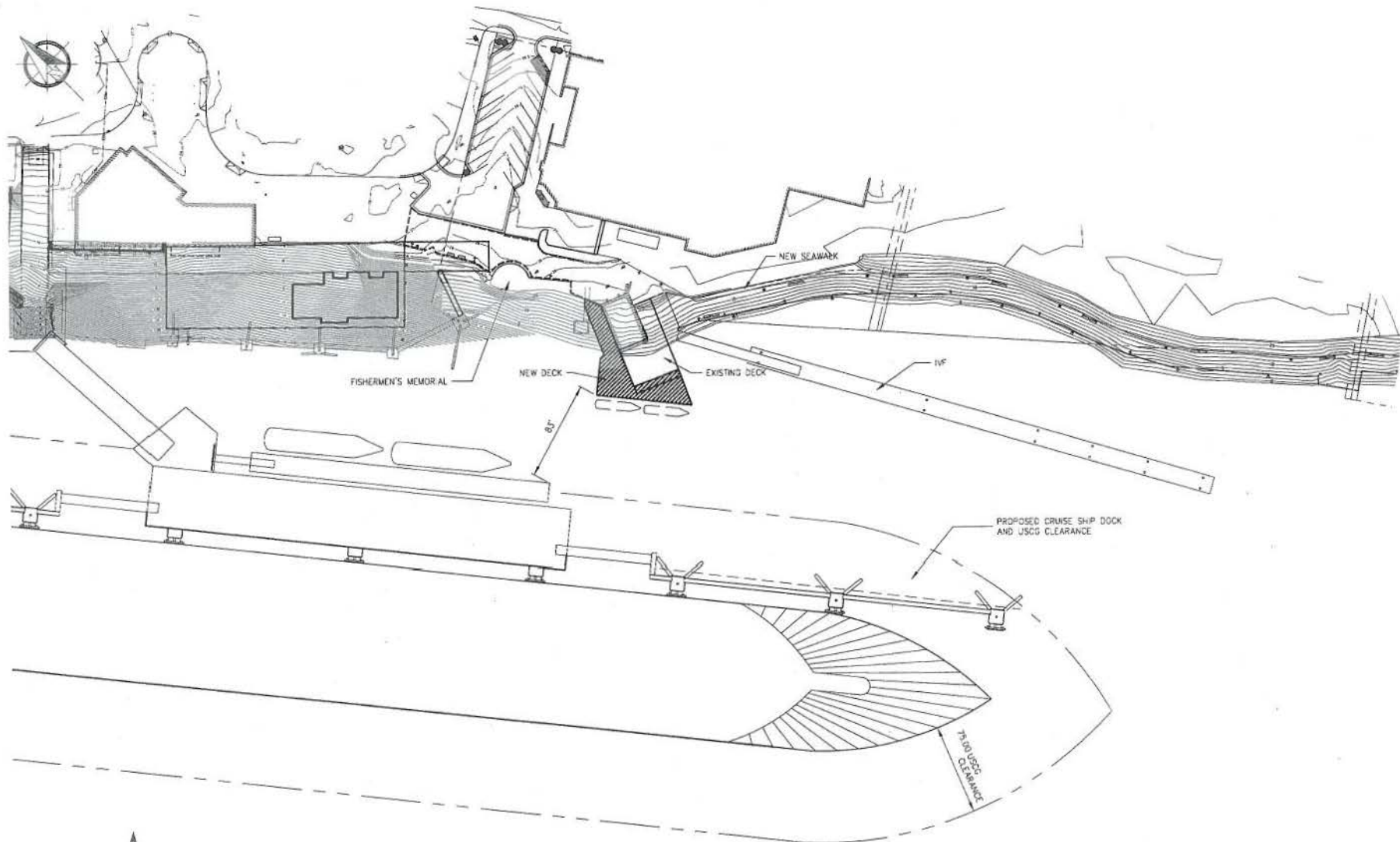
WITNESS my hand and official seal the day and year in the certificate above written.

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

Exhibit A

Exhibit A





SITE PLAN

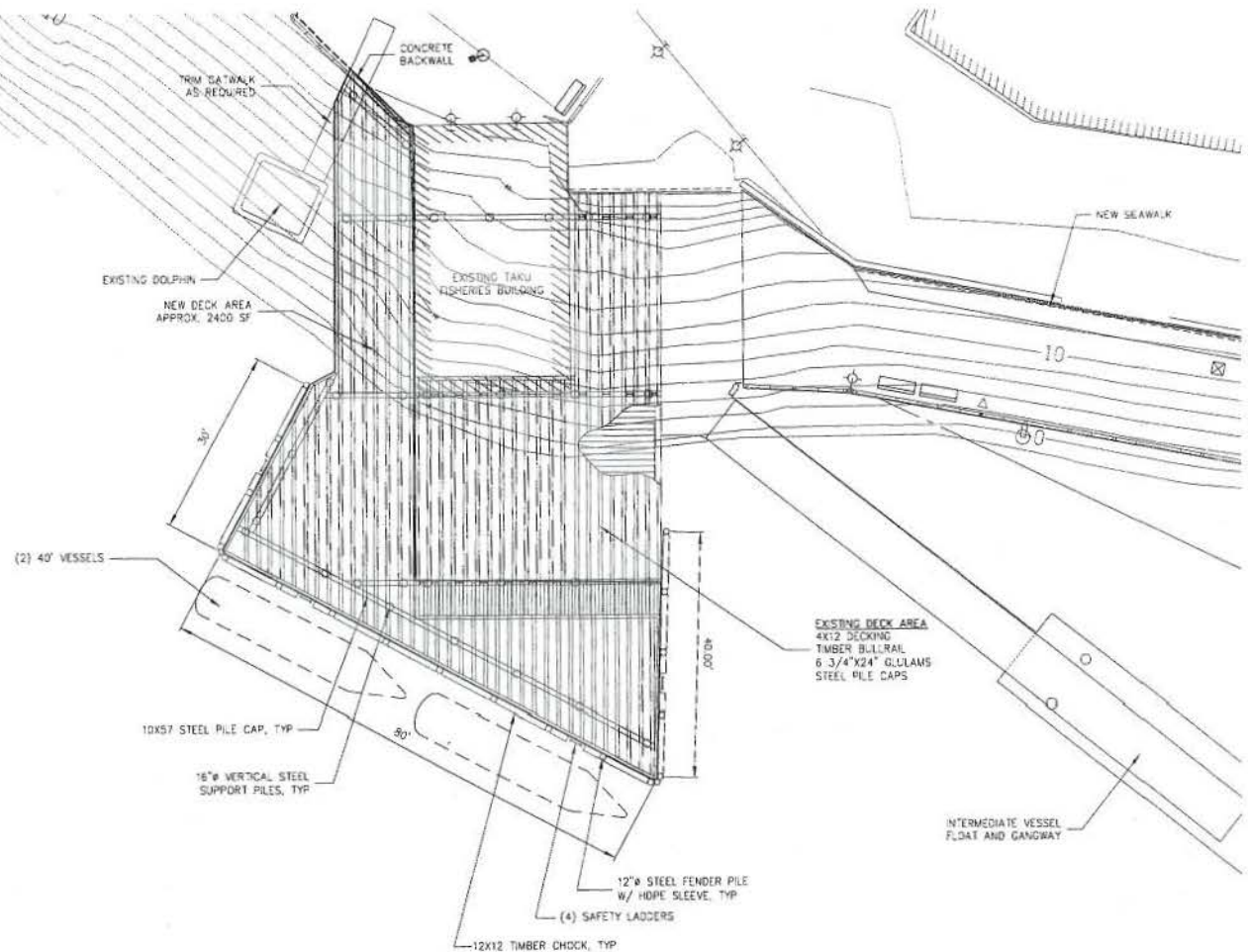
CITY/BOROUGH OF JUNEAU
 ★ ALASKA'S CAPITAL CITY
DOCKS & HARBORS DEPARTMENT

PND ENGINEERS, INC.		1560 Glacier Highway, Ste 100 Juneau, Alaska 99901 Phone: 907-586-2093 Fax: 907-586-2099 www.pnd-inc.com	CITY & BOROUGH OF JUNEAU, ALASKA TAKU FISHERIES DOCK	
DESIGN: _____ DRAWN: PND	CHECKED: CRS APPROVED: CRS	SCALE: _____ SCALE IN FEET 0 40 80 FT	SHEET TITLE: CONCEPT 1	S1.1
DATE: JUNE 2010		PND PROJECT NO.: 102037.01 CWS FILE:		



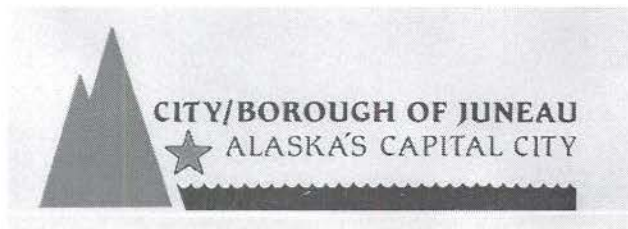
NOTES:
MATCH MATERIALS TO EXISTING DOCK
EXCEPT FENDER PILES
RELOCATE EXISTING CRANE TO NEW DOCK
FACE

ABBREVIATIONS:
Ø DIAMETER
APPROX. APPROXIMATELY
(E) EXISTING
EA EACH
SF SQUARE FEET
TYP TYPICAL



DOCK PLAN

PND ENGINEERS, INC.		9399 Glacier Highway Ste 100 Juneau, Alaska 99901 Phone: 907-586-2093 Fax: 907-586-2099 www.pnd-inc.com	CITY & BOROUGH OF JUNEAU, ALASKA TAKU FISHERIES DOCK	
DESIGN: -	CHECKED: CRS	SCALE: 0 10 20 FT.	SHEET TITLE: CONCEPT 1	
DRAWN: PND	APPROVED: CRS	DATE: JUNE 2010	PND PROJECT NO. 102037.01 DWG. FILE: S1.2	



City & Borough of Juneau • Docks & Harbors
155 S. Seward Street • Juneau, AK 99801
(907) 586-0292 Phone • (907) 586-0295 Fax

Port of Juneau

To: Docks and Harbors Finance Committee

July 21, 2010

From: Roy McLeod
Port Administrative Officer

Reference: Electrical Rate Increase

In the fiscal year just ended, Harbors paid \$101,900 for electricity and collected \$81,000 from patrons for electricity consumed, a difference of \$20,900 or 20.5 percent. This would indicate a cost recovery factor of 79.5 percent. We believe this is reasonable since some of the electricity consumed is attributable to our harbor offices, safety lights, heat trace, etc.

With the AELP increase of 18.5 percent, assuming consumption remains constant, Harbors can expect to pay \$120,750 this fiscal year for electricity. Without increasing our rates, our recovery factor would drop to 67 percent. If we do not raise our rates by a corresponding 18.5 percent this will become unsustainable and a future rate increase would eventually become necessary but possibly politically impossible.

Chapter 62.65 ART WORKS IN PUBLIC PLACES*

***State law references:** Art works in public buildings and facilities, AS 35.27.010 et seq.

62.65.010 Purpose.

62.65.020 Art requirements for public facilities.

62.65.030 Art in public places account.

62.65.040 Selection process.

62.65.050 Definitions.

62.65.010 Purpose.

The assembly recognizes a responsibility to foster the development of culture and the arts through the purchase or commissioning of works of art for municipal facilities that are subject to substantial public use. It is therefore declared to be a municipal policy that a portion of appropriations for capital expenditures for these facilities be devoted to the acquisition of works of art to be permanently placed in or as a part of such facilities. (Serial No. 85-50, § 2, 1985)

62.65.020 Art requirements for public facilities.

- (a) A facility constructed, remodeled or renovated with funds appropriated by the assembly after August 1, 1985, shall include within public view works of visual art, such as sculptures, paintings, murals, drawings, mosaics, photographs, calligraphy, works of graphic art (including an etching, lithograph, offset print, silk screen), crafts (including crafts in clay, textiles, fiber, wood, metal, plastic, glass and like materials), or mixed media including a collage, assemblage or any combination of the foregoing art media, or objects relating to native art, as provided in this chapter.
 - (b) The manager, before preparing plans and specifications for facilities, shall advise the assembly regarding the inclusion of works of art and shall include works of art in such buildings and facilities unless otherwise directed by the assembly.
 - (c) At least one percent of the construction cost of a facility approved by appropriation by the assembly after August 1, 1985, shall be reserved for the design, construction, mounting and display of art associated with the facility.
 - (d) The manager shall encourage the use of City and Borough resources in these art works.
 - (e) The City and Borough shall receive sole ownership of each work of art acquired pursuant to this chapter. No work of art produced, in whole or in part, pursuant to this chapter shall be subject to copyright in the United States or in any other country. The City and Borough shall have unrestricted authority over any work of art acquired pursuant to this chapter.
- (Serial No. 85-50, § 2, 1985)

62.65.030 Art in public places account.

- (a) The art in public places account is established. This account shall be a separate account within the capital projects fund. The manager shall administer the account.
 - (b) The manager shall deposit into the art in public places account one percent of the construction cost of a building or facility if the building or facility is exempt from the requirements of section 62.65.020 and the exemption is because:
 - (1) The estimated construction cost of the building or facility is less than \$250,000.00; or
 - (2) The building or facility is not designed for substantial public use and access.
 - (c) The manager may use the money in the art in public places account to:
 - (1) Commission or purchase a work of art which is to be placed on public lands integral to or attached to a facility detached within or outside a facility, part of a portable public exhibition or collection, part of a temporary public exhibition, or loaned to or exhibited in other public facilities owned, leased or designated by the City and Borough which have substantial public use and access; and
 - (2) Meet expenses for a commissioned work of art for a building or facility which has substantial public use and access if the cost of the work of art exceeds the amount reserved under subsection 62.65.020(c).
- (Serial No. 85-50, § 2, 1985)

62.65.040 Selection process.

For each project for the construction, remodeling or renovation of a building, school or facility falling within the provisions of this section, a selection panel shall be appointed to select works of art for inclusion in the project. The panel shall consist of two public members appointed by the Juneau Arts and Humanities Council, two members appointed by the assembly, one member appointed by the manager and one member representing the department which will be the primary user of the building, school or facility. The panel shall consult with the project architect or designer to ensure compatibility of the works of art with the design of the building, school or facility. All selections shall be subject to final approval by the assembly. The selection panel shall not have any authority to enter into any contract on behalf of the city.

(Serial No. 85-50, § 2, 1985)

62.65.050 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:

Construction cost means that cost expended for the actual construction, remodeling or renovation of the facility, exclusive of the costs of land acquisition, site investigation, design services, administrative costs, equipment purchases and any other cost not specifically incurred within the construction contract awarded for the construction of the facility.

Facility means a permanent improvement owned or leased by the municipality and devoted to substantial public use having an estimated construction cost of at least \$250,000.00; the term includes, but is not limited to, schools, office buildings, public libraries and public parks. The term "facility" does not mean:

- (1) Streets;

- (2) Utility facilities and lines;
- (3) Fire stations; and
- (4) Buildings for institutional, hospital, penal or corrective purposes.

Manager means and includes the manager or the manager's designee.

(Serial No. 85-50, § 2, 1985)

Cross references: Definitions generally, CBJ Code § 01.15.010.

JUNEAU COMMISSION ON SUSTAINABILITY

July 20, 2010

Rod Swope, Manager
City & Borough of Juneau
155 S. Seward St.
Juneau, AK 99801

Dear Mr. Swope,

The Juneau Commission on Sustainability urges the City & Borough of Juneau to release an RFP for a Climate Action Plan (CAP) and recommends certain deliverable criteria be included in such a request. The CAP will help the CBJ achieve its goal of reducing energy consumption and greenhouse gas emissions. The CAP is the third step in the process of completing International Council on Local Environmental Initiatives (ICLEI)-Local Governments for Sustainability's process.

In March of 2007, the CBJ passed Resolution 2397(b) and joined the Cities for Climate Protection Campaign, a global movement to advance local sustainability and climate protection efforts. The greenhouse gas (GHG) emission inventory was completed in March of 2009 and is the first step in a process designed to reduce emissions. According to the report, Juneau released approximately 441,000 tonnes of equivalent carbon dioxide gases (CO₂e) in the 2007 baseline year. The Commission prepared a recommendation for emissions reduction targets, which was adopted by the CBJ Assembly in June of 2009. The target is to reduce emissions 21% by the year 2012.

The Climate Action Plan is intended to outline the short and long term goals for energy reduction in the community to help achieve the adopted reduction targets. We recommend the following deliverables be included in an RFP for a Climate Action Plan for Juneau:

I. Public Involvement

- a. At least four public meetings, two for scoping and two to develop a preliminary report, held downtown (2) and in the valley (2).
- b. Draft and final presentations to the CBJ Assembly.
- c. Website to collect public contributions via internet and provided an address for hard copy comments.
- d. Juneau Commission on Sustainability will serve as the advisory committee for the project.

II. CBJ Report

- a. What GHG reduction efforts have been undertaken by CBJ since the 2007 inventory, and what efforts currently under way will take effect prior to the 2012 inventory?
- b. What further GHG-saving efforts might CBJ undertake?

III. "Other Sectors" report

- a. specifically, what efforts to reduce GHG in Juneau have been and are being made by:
 1. State government
 - a. Reduction of Juneau emissions through state energy and emission legislation.
 - b. Planned projects that will have the effect of reducing greenhouse gas.
 2. Federal government
 - a. Executive Order by Pres. Bush
 - b. Executive Order by Pres. Obama
 - c. Planned federal projects
 3. Business sector
 4. Homeowners
 5. Juneau School District
 6. University of Alaska Southeast
- b. What additional initiatives might be undertaken by each of the above sectors to further reduce GHG emissions in Juneau?

IV. Recommendations for further action by the CBJ Assembly

- a. Potential federal and state funding sources for CBJ projects
- b. In concert with City Manager and Department Heads, develop a 5-year plan and budget for GHG/kWh reducing projects, including manning.
 - i. Complete energy audits for 3-5 of CBJ's largest energy using buildings
 - ii. Consolidate existing energy audits
 - iii. Develop a quarterly and annual report of departmental energy use that is automatically generated from the accounting system
 - iv. Determine the best "next generation" buses given the Transit Plan

- v. Develop 10 ready-to-go projects with budgets and cost/benefit analysis for future grant funding opportunities
- vi. Include a systemized approach for regular review of GHG emissions and snapshot inventories and preparation for the 2012 GHG inventory
 - 1. Methodology for heating and transportation fuel vendors to report sales in gallons for various classes of customers
 - 2. CBJ in-house reporting
 - 3. Energy management and energy costs allocated to the responsible department
 - 4. Process within Building Permits to add new GHG/kWh use related to new construction for interim tracking

V. Greenhouse Gas Reduction Achievement Award Program

- a. Develop a website where individuals can report GHG/kWh reducing actions for tracking interim and long term changes. GHG/kWh audit tools for homes and businesses should be available, with calculators for determining smaller changes.
- b. Develop criteria for assessing various GHG reducing options for likely impacts compared with costs and other benefits.

The Juneau Commission on Sustainability strongly recommends the city include the aforementioned deliverables in an RFP for a Climate Action Plan. Our continued diligence in promoting energy independence and sustainability shows our community's leadership. We hope that our energy footprint in 2012 can be less than in 2007, and that a decreasing trend in greenhouse gas emissions will continue into the future.

Sincerely,



Sean Lynch, Chair

cc: CBJ Assembly

JUNEAU COMMISSION ON SUSTAINABILITY

July 20, 2010

To: CBJ Docks and Harbors Board

RE: Cruise Ship Dock Modifications

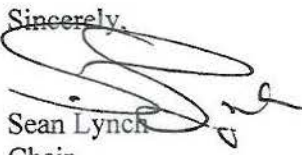
The Commission on Sustainability has followed with interest the plans developed by the Docks and Harbors Board for expansion of the municipally-owned docks. We concur that the long-term sustainability of the Juneau community is closely associated with our visitor industry and that our plans for the future should include dock facilities which will be attractive to cruise ships and their passengers.

Additionally, we envision the possibility of including in the dock renovations some features that may contribute to other aspects of Juneau's long-term sustainability. The Commission has in mind, specifically, provisions to provide water, accept sewage for municipal treatment, electrical power, and any other utilities that Docks and Harbors can envision that cruise ships may find useful to receive from the dock.

The benefits to be derived from the installation of such utility connections extend beyond making the port of Juneau as attractive as possible to visiting ships. The CBJ may also receive additional revenue from the provision of such utilities. As the cost of fossil fuels increases, ship operators may find it increasingly attractive to avoid operation of a ship's own equipment by receiving all possible services from shore. We believe it to be in the best interest of the community if our city-owned docks are as prepared as possible to provide these services. Reduction in greenhouse gas emissions made possible by shore side utilities will contribute to other initiatives being undertaken by CBJ.

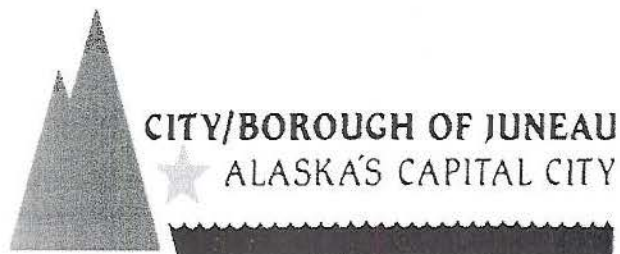
The Commission understands that a great many factors may enter into the decision to provide any particular utility on the docks. We ask that every consideration be given to these suggestions in order to enhance the long term sustainability of our community. We look forward to hearing your view of our recommendations.

Sincerely,



Sean Lynch
Chair

cc: Bruce Botelho
Rod Swope



City & Borough of Juneau • Docks & Harbors
155 S. Seward Street • Juneau, AK 99801
(907) 586-0292 Phone • (907) 586-0295 Fax

Port of Juneau

MEMORANDUM

To: Harbor Board CIP Committee
From: Gary Gillette, Port Engineer
Date: July 22, 2010
Re: Port Customs and Visitor Center

The Port Customs and Visitor Center project is set to begin the construction period. The contractor, North Pacific Erectors, is already busy lining up materials and equipment. The plan is to be ready to go on October 1, 2010, as soon as the cruise season is complete.

Jensen Yorba Lott, Inc., the architect of record for the project, has been asked for a proposal to perform contract administration and construction observation services for the project. The work would include reviewing shop drawings and submittals, making clarifications of the design, general inspection of the construction, and special inspections required by the building permit.

Attached is the proposal from JYL, Inc. which estimates the cost of the services provided during the construction period. The proposal includes services from the associated sub-consultants on the project as well. The estimated amount is \$132,615 for contract administration and \$269,555 for construction observation with \$6,420 in reimbursable expenses for a total contract amount of \$408,950. Compensation would be based on time and expenses to a maximum of the total proposed amount.

The CIP Committee is asked to consider this proposal and make a recommendation to the full Board.

Designing Alaska Since 1935

Date: July 20, 2010
To: Gary Gillette
CBJ Docks and Harbors
From: Joann Lott
RE: CBJ Port, Customs and Visitors Center
CC:

Proposed scope of work for construction services: All services will be time and expense;

Construction Services: Construction services will include:

- response to questions
- clarifications
- review of shop drawings and submittals
- meeting participation, 1 hour every other week for each discipline. Participation in job site meetings will occur when appropriate to the work occurring on site and only on request by CBJ.
- Substantial and Final inspections.

Building Inspection and Special Inspection Services:

- Construction Administration. JYL: Quarter time presence on site during non building construction, coordinate inspection services and pile driving observations, coordination of communication and project management, meeting attendance. (Schedule, RFI's, RFP's Change orders).
- Construction Administration building inspection. JYL: Half time presence on site during building construction, coordinate inspection services and observations, coordination of communication and project management (Schedule, RFI's, RFP's Change orders).
- Pile driving inspections (PND) (full time presence during pile driving operations)

- Required special inspections & testing services (PND) (concrete, bolts, reinforcing steel, welds, high strength bolts)

Construction Observation:

- Services include construction observation by each discipline; assume 1 hour a week and a written report. On site observation will occur when requested, based on work taking place.

G:_Projects\0847\Corr\0scopeCAservices.doc

JENSEN YORBA LOTT, Inc.
DESIGN SERVICES PROPOSAL

CONSTRUCTION ADMINISTRATION

Project: **CBJ Docks & Harbors Ports, Customs and Visitors Buildings**

STAFF:	Arch/LArch/IDes							TOTAL
	PMgr	III	II	ACC	Intern	Drft	AA	
	\$140	\$115	\$105	\$85	\$90	\$80	\$70	

ARCHITECTURE:

(44 weeks of pre site work)

Project Management	30			10				
Pre-Construction Conf	4	4						
Clarifications/Questions	30	60				20		
Submittal Review	20	80			20			
RFIs/RFPs & Change Orders	24	40						
Substantial Compl Insp								
2 @ 12 hours	12	12						
Final Completion Insp								
2 @ 8 hours	8	8						
Close-out	12	16					6	
Subtotal (hours)	140	220	0	10	20	20	6	416
Subtotal (dollars)	\$19,600	\$25,300	\$0	\$850	\$1,800	\$1,600	\$420	\$49,570

CONSULTANTS:

Civil Engineering	\$21,240
Structural Engineering	\$31,515
Mechanical Engineering	\$10,730
Electrical Engineering	\$16,200
Landscape Architecture	\$3,360

Subtotal	\$83,045
Overhead/Profit 0%	\$0
Total	\$83,045

TOTAL CONSTRUCTION ADMINISTRATION SERVICES FEE \$132,615

JENSEN YORBA LOTT, Inc.
DESIGN SERVICES PROPOSAL

CONSTRUCTION OBSERVATION

Project: CBJ Docks & Harbors Ports, Customs and Visitors Buildings

STAFF:	Arch/LArch/IDes							TOTAL
	PMgr	III	II	ACC	Intern	Drft	AA	
	\$140	\$115	\$105	\$85	\$90	\$80	\$70	

ARCHITECTURE:

(60 weeks of on site activity)

Project Management	40			15				
Half time on site observation (bldgs)		600					20	
Quarter time on site (piling, site work, utilities)	10	300					10	
Field Observations & Report 1/wk @ 1 hours	60						10	

Subtotal (hours)	110	900	0	15	0	0	40	1065
Subtotal (dollars)	\$15,400	\$103,500	\$0	\$1,275	\$0	\$0	\$2,800	\$122,975

CONSULTANTS:

Civil Engineering Observations (included in inspections)	\$0
Civil Engineering Inspections (Waterline, sewer force main, pavement)	\$30,080
Structural Engineering Observations - building	\$5,280
Structural Engineering Inspections (pile driving, welding, concrete, timber framing, steel framing)	\$99,200
Mechanical Engineering	\$2,800
Electrical Engineering	\$8,100
Landscape Architecture	\$1,120
Subtotal	\$146,580
Overhead/Profit 0%	\$0
Total	\$146,580

TOTAL CONSTRUCTION OBSERVATION SERVICES FEE	\$269,555
--	------------------

JENSEN YORBA LOTT, Inc.
DESIGN SERVICES PROPOSAL

REIMBURSABLE EXPENSES

Project: **CBJ Docks & Harbors Ports, Customs and Visitors Buildings**

PHASE:	10 Pre-D	30 SD VIS	30 SD PC	40 DD	50 CD	60 BID	70 CA	80 CO	TOTAL
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TRAVEL		Rate								
Arch	Trips									0
	Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Struct	Trips									0
	Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Mech	Trips									0
	Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Elect	Trips									0
	Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	Trips									0
	Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

PER DIEM

Arch										0
Struct										0
Mech										0
Elect										0
Rate	\$0									
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

PRINTING/COPYING

11 x 17 Copy	No.	200	200	200	400	600		300		1,900
Rate	\$0.25									
Mylar Repros:	No.									0
Rate	\$20.00									
Letter Copy:	No.		250	250	450	1,500		300		2,750
Rate	\$0.15									
Large Copy:	No.	25	20	20	35	10				110
Rate	\$6.00									
Total		\$200	\$208	\$208	\$378	\$435	\$0	\$120	\$0	\$1,548

PHONE/FAX

POSTAGE/COURIER

PHOTO/MISC

ENGIN REIMB

RENDERINGS

OH/P	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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TOTAL		\$200	\$208	\$208	\$378	\$435	\$0	\$620	\$5,800	\$7,848
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Roy McLeod

From: John Stone
Sent: Thursday, July 22, 2010 11:37 AM
To: Roy McLeod
Subject: FW: Cold storage on July D&H agenda?
For Board agenda.

From: Glenn Haight [mailto:gehaight@alaska.edu]
Sent: Thursday, July 22, 2010 10:11 AM
To: John Stone
Cc: Eric Kueffner; Jim Preston; Mike Peterson
Subject: Cold storage on July D&H agenda?

Hi John,

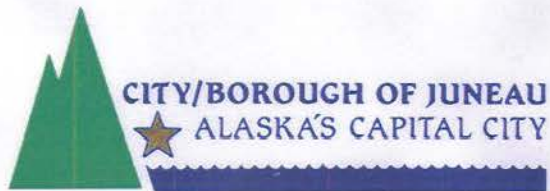
We understand that Docks & Harbors is looking to discuss the FDC request for funding for the public cold storage feasibility study at its next meeting – July 29. We don't have much new to add from our June 22 discussion at the Finance Committee save for the following three things –

- Northern Keta is committing \$500 to the project, bringing private industry match up to \$11,700.
- JEDC can administer the study and will commit staff time.
- The Marine Advisory Program will also lend its services to helping facilitate and coordinate the project.
- We made a brief report before the Assembly's Human Resources Committee on Monday (7/19).

Mike Peterson and I plan to join and be available for any questions. At this point, it doesn't appear we have more to add. Would you please let us know if there is anything further you need from us related to this request?

Many thanks and have a great day.
Glenn

7/22/2010



City & Borough of Juneau • Docks & Harbors
155 S. Seward Street • Juneau, AK 99801
(907) 586-0292 Phone • (907) 586-0295 Fax

Port of Juneau

To: Docks and Harbors Board
CC:
From: John M. Stone, P.E. Port Director
Date: July 23, 2010
Re: Taku Smokeries Dock Expansion

Icy Strait Seafoods submitted the attached request asking that we amend our agreement for use of Taku Smokeries Dock so they can expand the dock.

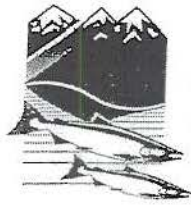
As you know, CBJ owns the dock and rents it to Taku Smokeries on a preferential use basis. Icy Strait would like to make improvements this winter so they can accommodate two vessels at once on the dock face. This would greatly improve the efficiency of operations and the utility of the dock.

This item was discussed at the CIP/Planning Committee and forwarded to the Board for consideration. I am attaching draft revisions to the agreement that would allow for Icy Strait to make the improvements. The Deputy City Attorney reviewed the agreement and request. I have incorporated draft language addressing her concerns.

The Board needs to decide if it wants to amend the agreement to allow Icy Strait's request.

Call me at 586-0294 if you have questions.

Attachments



Icy Strait
SEAFOODS, INC.
Quality Alaskan Seafood

PO Box 21203 Juneau, AK 99802
Ph 360.734.8175 Fx 360.734.2203

hank@icystraitseafoods.com

July 21, 2010

Mr. John Stone, Port Director
City & Borough of Juneau
Docks & Harbors Department
155 S. Seward Street
Juneau, Alaska 99801

RECEIVED
JUL 21 2010
BY: JMS

Re: Suggested revisions to the Taku Smokeries Dock Use Agreement

Dear John,

I have reviewed drawings, site plans and cost estimates for two different dock expansion concepts prepared by PND Engineers. Concept 1, with some modifications, mostly closely meets our needs. However, I was very concerned about the budget estimates provided for both ideas. PND estimates all in cost for Concept 1 at \$1,223,600 and Concept 2 at \$1,039,360. PND did not breakout the costs of constructing the public viewing access on the north side of the ice house. This is a nice feature, but it is a seawalk enhancement, not something that we, as the operator, should be responsible for. But, even after deducting the cost of the viewing platform, I am concerned that costs of the dock expansion may be too expensive. I believe that we could construct the necessary improvements at considerable savings, while still building to city approved design standards.

Although the Dock Use Agreement does not clearly address the idea of operator constructed additions or improvements, with fairly minor modifications it could do so. That would allow us to construct the necessary improvements subject to design standards and inspection acceptable to the city. We think considerable savings could be had this way. We would have to borrow less from the bond funds available for downtown fisheries infrastructure improvements, leaving more of those funds available for other valuable projects such as ice plant improvements.

Another item of note is the Dock Use Agreement. The Dock Use Agreement that was signed just last fall, contains no renewal option. We think it should, and would also like to suggest a minor modification to the agreement.

We have drafted some suggested language for you and the Board to consider. Suggested changes to existing Agreement clause are italicized.

Clause 1. Term would be amended to read as follows:

1. Term. This agreement shall continue in effect for a period of fifteen years from the date set forth above unless sooner terminated pursuant to the terms of Section 12, *provided that the Operator shall have the option of renewing the Agreement for an additional fifteen years at the end of the initial fifteen year period.*

Clause 4. Maintenance and Repair would be amended to include an Operator Improvements clause as follows:

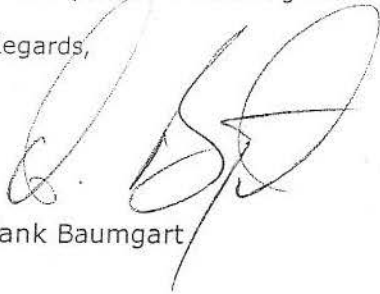
4. Maintenance and Repair / Operator Additions and Improvements
 - a. Minor Repairs (no change)
 - b. Major Repairs (no change)

c. Operator Additions and Improvements. The Operator may, at Operators expense, make additions and / or improvements to the dock to improve its utility. Under no circumstances shall the Operator alter or modify the dock without first having obtained specific written approval from the City, which approval shall not be unreasonably withheld. The City may furnish minimum design standards to accomplish the work, and reserves the right to review and approve any Operator furnished plans and engineering design work and to inspect the work for compliance with approved plans and designs.

These requested changes are drafted to be included in the body of the Agreement and would require re-executing the Agreement. Or the changes could be written as an amendment to attach to the existing Agreement.

Thank you for considering these ideas.

Regards,

A handwritten signature in black ink, appearing to read 'Hank Baumgart', written over a horizontal line.

Hank Baumgart

DRAFT – PROPOSED CHANGES IN ***Bold Italics***

Taku Smokeries Dock Use Agreement

This is a use agreement made as of this ____ day of _____, 2009 by and between the City and Borough of Juneau, Alaska, a municipal corporation organized and existing under the laws of the State of Alaska, hereafter referred to as the “City”, and Taku Smokeries, hereafter referred to as the “Operator” for use of the dock shown in Exhibit A. Both parties agree to the following terms:

1. Term. This agreement shall continue in effect for a period of fifteen years from the date set forth above unless sooner terminated pursuant to the terms of Section 12, ***provided that the Operator shall have the option of renewing the agreement for an additional 15 years at the end of the initial fifteen year period.***
2. Use.
 - a. The Operator is granted the right to use the dock shown in Exhibit A for the purposes and under the terms and conditions set forth in this agreement. The Operator agrees to use the dock only for the purposes of unloading fish from fishing vessels, the delivery of ice to fishing vessels, and other miscellaneous activities associated with these functions. The City agrees to provide the Operator with reasonable access to and from the dock, including access to electrical and water utilities, from the Operator’s adjacent property.
 - b. The City shall have the right to allow other public use of the dock during those times that the Operator is not using the dock. The Operator’s use of the dock will be given preferential use over other public uses allowed on the dock. The City shall give the Operator at least twenty-four hours advance notice of another public user, including the size of any vessels. The parties agree to work together cooperatively regarding other public use of the dock.
3. Compensation to the City. The Operator agrees to pay the City a calendar year fee once each year for use of the dock according to the following fee schedule:
 - a. The calendar year fee shall equal the greater of the following:
 - i. \$13,000 per calendar year if the tonnage of purchased goods is less than 2167 tons in that calendar year;
 - ii. \$6 per ton of purchased goods crossing the docks if the tons are between 2167 and 4583 tons in that calendar; or
 - iii. \$27,500 per calendar year if the tonnage of purchased goods crossing the dock is greater than 4583 tons in that calendar year.
 - b. The Operator shall pay the calendar year fee by March 1 of the year subsequent to the calendar year being paid. For purposes of this agreement, the Operator shall make the first calendar year payment by March 1, 2010. This payment shall be for the entire calendar year 2009 and will not be pro-rated by to account for the date of the agreement being after the start of the 2009 calendar year.
 - c. In the event the agreement expires, the Operator shall continue to make payments in accordance with this section if the Operator continues to use the dock.

Taku Smokeries Dock Use Agreement

- d. If the agreement is terminated during a calendar year, the Operator shall pay a pro-rated calendar year fee upon termination of the agreement.
4. Maintenance and Repair
 - a. Minor Repairs. The Operator shall continuously maintain the dock in a good state of repair at no cost to the City. The Operator shall undertake and complete minor repairs and routine maintenance of the dock, including the replacement of wear surfaces on the dock. The City may inspect the dock to determine whether the Operator is maintaining the dock. In the event an inspection reveals a failure of the Operator to properly maintain the dock, the City may order that corrective maintenance or repair work be accomplished by the Operator within a reasonable period of time as determined by the City.
 - b. Major Repairs. The City shall undertake and complete all necessary major repairs to the dock unless the damage is caused by the negligent action of the Operator, its agents or employees. Such repairs shall be a City expense, subject to the appropriation of sufficient funds for that purpose. If the City fails to make such repairs or appropriations, the Operator may deduct their costs of repairs from future payment obligations. The fee for use of the dock will be abated during periods the dock cannot be used by the Operator because of pending repairs. The Operator shall pay for damage to the dock facilities and improvements caused by the negligence of the Operators, its agents or employees. The term "major repairs" as used herein includes but is not limited to:
 - i. the replacement of dock components that have reached the end of their useful life; or
 - ii. the replacement of dock components that are broken or damaged as a result of incidents not related the Operator's use of the dock.
 - c. ***Operator Additions and Improvements. The Operator may, at the Operator's expense, make additions and/or improvements to the dock to improve its utility. Additions and/or improvements made by the operator shall not negatively impact or prohibit public use of the dock as set out in Paragraph 2 of this agreement. Under no circumstances shall the Operator alter or modify the dock without first having obtained specific written approval from the City, which approval shall not be unreasonably withheld. The City may furnish minimum design standards to accomplish the work, and reserves the right to review and approve any Operator furnished plans and engineering design work and to inspect the work for compliance with approved plans and designs. The Operator shall expeditiously rectify any noncompliance identified by the City. The Operator shall be solely responsible for all maintenance and repair of operator provided additions and improvements made under this paragraph.***
5. Dock Upkeep. The Operator shall maintain the dock in a clean and orderly condition at all times. Derelict, inoperable, or abandoned vessels shall not be allowed to occupy docking space. Oil drums, nets, fishing gear, skiffs, garbage cans or unsightly debris may not be stored on the dock. Bumpers made from used tires, rope, old fire hose, etc. shall not be secured, either permanently or temporarily, to the dock.

Taku Smokeries Dock Use Agreement

6. Prohibited Moorage. The Operator shall not permit moorage of excessively large vessels which might overstress or otherwise damage the dock facilities. Scows, barges, non-powered vessels, floating boat shelters and floating storage buildings shall not be permitted to moor to the dock. It is the express intent of these restrictions to provide definite limitations on the moorage of structures other than powered vessels in order to prevent any disorderly or unsightly developments or those that might otherwise detract from the overall safety and security of the dock. No vessel whose length exceeds 80 feet is to be permitted moorage to the dock.
7. Operator Provided Utilities and Water System. Where electrical facilities and water distribution systems are not provided by the City, the Operator may, after approval by the City, install or have installed adequate electrical and water systems. Under no circumstance shall the Operator alter or modify the dock for the purpose of installing electrical systems or water systems without first obtaining specific written approval from the City. The City will furnish minimum design standards to accomplish the work. The parties acknowledge that, as of the date of this agreement, electrical and water utilities have been provided to the dock.
8. Crane. The Operator has the right to install a crane on the dock, subject to the written approval of the City. The Operator shall have the right to charge fees for use of any crane it may install. The use of any crane installed by the Operator shall be at the sole discretion of the Operator.
9. Ice Machine. The Operator shall have the right to install and operate an ice machine within the area adjacent to the dock as shown on Exhibit A. Any use of this area must comply with all design review, zoning, and other laws and regulations governing such use.
10. Insurance. The Operator shall carry and maintain, during the entire term of this Agreement at the Operator's sole cost and expense, the following types of insurance, in the amounts specified and in the form hereinafter provided for satisfactory to the City's Risk Management Officer:
 - a. Comprehensive General Liability Insurance: Broad form comprehensive general liability insurance with limits of not less than One Million Dollars (\$1,000,000) combined single limit with no deductible or self-insured retention insuring the Operator and the City as an additional named insured from any and all claims for bodily injury or death, and for property damage that may arise out of, or in relation to, this Agreement.
 - b. Motor Vehicle Insurance: Comprehensive automobile liability insurance covering each motor vehicle utilized by the Operator in the performance of this Agreement and all operations thereof, including all vehicles owned or hired by the Operator; such insurance coverage shall have limits of not less than Five Hundred Thousand Dollars (\$500,000.00) combined single limit, and shall name the City as an additional named insured.
 - c. Other Insurance Matters: All the insurance required under this agreement shall:

Taku Smokeries Dock Use Agreement

- i. Be issued by an insurance company or companies authorized to do business in the State of Alaska and approved by the City's Risk Management Officer and provided further, unless such requirement is waived by the City, such company or companies shall in addition thereto be a member insurer included and covered under the Alaska Insurance Guarantee Association Act (Alaska Statutes, Section 21.80.010, et seq.);
 - ii. Contain an endorsement requiring thirty days prior written notice from the insurance company to both the City and the Operator before cancellation or any change which would modify or alter the policy in such manner as to decrease the types or breadth of insurance coverage, or in the amount of insurance coverage.
 - iii. A copy of each policy, or a certificate of the policy, together with evidence of payment of premiums, shall be deposited with the City prior to the Operator's continued operations under this Agreement, and when a renewal of the policy is approaching, not less than twenty days before expiration of the term of the policy. The City shall have the right to inspect the Operator's records at reasonable times to confirm that the insurance called for herein is in force.
- d. Worker's Compensation Coverage. The Operator, if subject to the provisions of the Alaska Worker's Compensation Act (AS 23.30), shall, upon request, provide the City with proof, furnished by the insurance carrier, or current coverage for worker's compensation with an insurance company or association authorized to transact such business in the State of Alaska, or an approved current certificate of self insurance by the Alaska Worker's Compensation Board; such policy shall contain an endorsement for longshoremen and harbor workers coverage. The Operator further acknowledges and agrees that in the event it fails to maintain proper worker's compensation coverage, the State will implement the provisions of AS 23.20.045(c) and the City, at its option, may terminate this Agreement for cause without liability.
11. Hold Harmless and Indemnity. The City, its elected and appointed officers, employees, and agents shall not be held liable for any claims, liabilities, penalties, fines or for damage to any goods, properties or effects of any person whatsoever, whether tangible or intangible, nor for any personal injury or death, caused by or resulting from any act or omission of the Operator, or by any of the Operator's partners, agents, employees, representatives, contractors, subcontractors, customers, or invitees, in the performance or nonperformance of this Agreement. The Operator further agrees to and shall appear and defend and indemnify and save the City, its elected and appointed officers, employees and agents free and harmless from any and all of the foregoing claims, liabilities, penalties, fines, or damages, and any cost of expense, including reasonable attorney's fees, whether or not suit is filed, incurred by the City, its officers, or employees in relation thereto. The Operator shall not be liable for claims, liabilities, or damages arising out of the use of the dock by third parties authorized by the City to use the dock.
12. Termination of Agreement. The City may cancel this Agreement by giving the Operator ninety days advance written notice upon the failure of the Operator to perform, keep and

Taku Smokeries Dock Use Agreement

observe any of the terms covenants, and conditions contained in this Agreement, provided, the deficiency is not cured by the Operator to the satisfaction of the City within this ninety-day period. *Upon termination of the agreement, the owner shall remove any additions and/or improvements made under paragraph 4.c. of this agreement within 90 days after notice is served by the City. At the discretion of the City, the owner may leave the addition and/or improvements in place.*

13. Administrator of Agreement. The City Port Director, or the Port Director's designee, shall be the City's representative for the purpose of administering this Agreement.
14. Independent Contractor. The parties hereto expressly agree that the Operator shall be and is an independent contractor and is not an employee or agent of the City. The Operator is entitled to no insurance coverage, whether worker's compensation or otherwise or other benefits accorded to the City's employees.
15. Assignment. The Operator shall not assign, transfer, convey, subcontract, or otherwise dispose of or encumber this Agreement or the rights hereunder, nor shall the Operator delegate any of its duties hereunder without the prior written consent of the City which shall not be unreasonably withheld.
16. Compliance with Laws and Regulations. The Operator shall conduct all operations at the dock in compliance with all state, federal, and local laws, ordinances, rules and regulations now and hereafter in force, which may be applicable to such operations.
17. Corporate Authority. The Operator shall deliver to the City at the time of execution of the Agreement a certified copy of a resolution of its Board of Directors authorizing the execution of this Agreement and naming of officers that are authorized to execute this Agreement on behalf of the corporation.

IN WITNESS THEREOF, these parties have signed this Agreement on the date first written above.

CITY AND BOROUGH OF JUNEAU, ALASKA:

By: _____
John M. Stone
Port Director

TAKU SMOKERIES, INC.

By: _____
Eric Norman
Vice President

Taku Smokeries Dock Use Agreement

CITY ACKNOWLEDGMENT

STATE OF ALASKA)
)
FIRST JUDICIAL DISTRICT) ss:

THIS IS TO CERTIFY that on the ____ day of _____, 2009, before me, the undersigned, a notary in and for the State of Alaska, duly commissioned and sworn, personally appeared JOHN M. STONE, to me known to be the PORT DIRECTOR of the CITY AND BOROUGH OF JUNEAU, ALASKA, a municipal corporation which executed the above and foregoing instrument; who on oath stated that he was duly authorized to execute said instrument on behalf of such corporation; who acknowledged to me that he signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

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

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

CORPORATE ACKNOWLEDGMENT

STATE OF ALASKA)
)
FIRST JUDICIAL DISTRICT) ss:

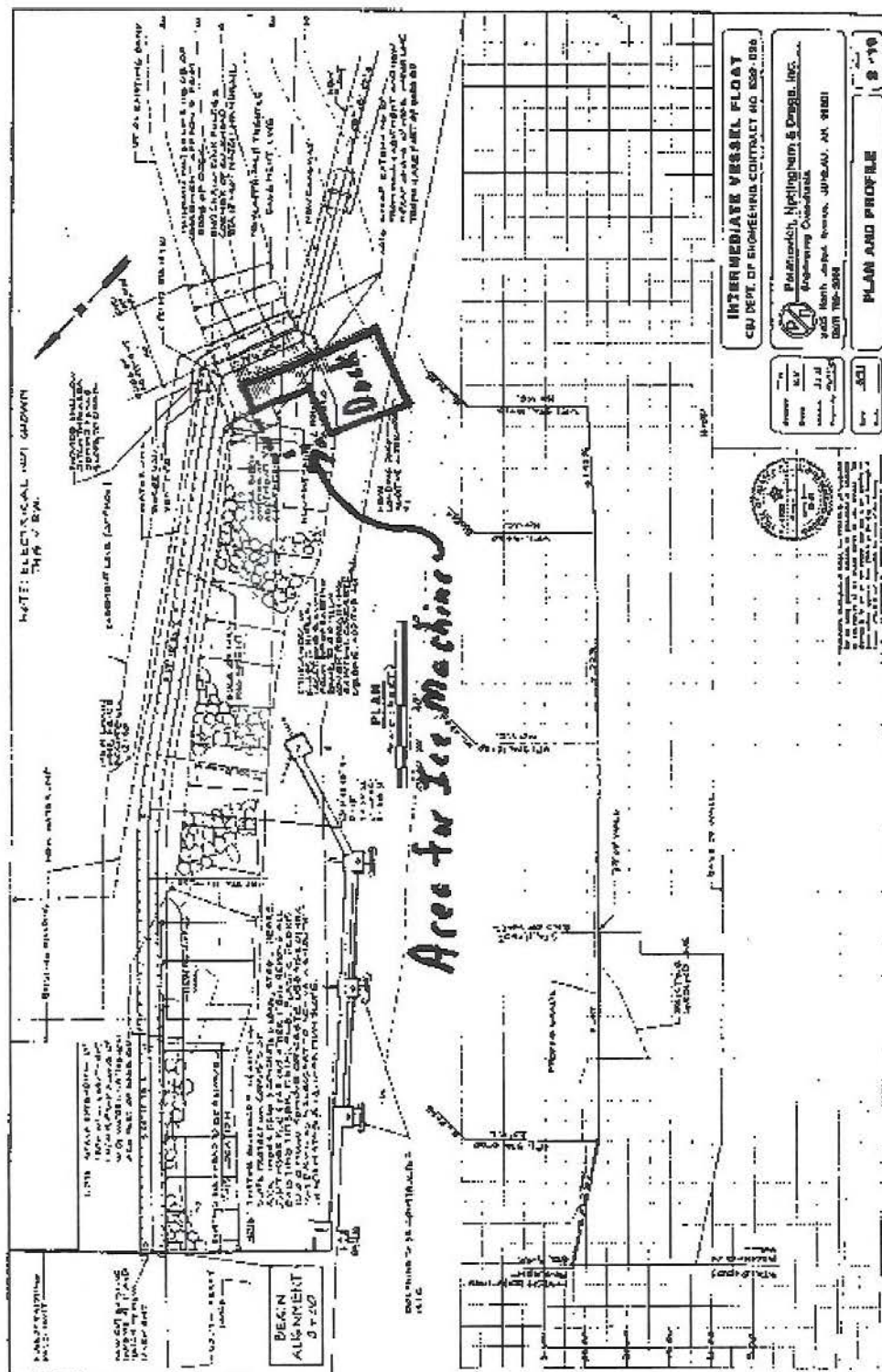
THIS IS TO CERTIFY that on the ____ day of _____, 2009, before me, the undersigned, a notary in and for the State of Alaska, duly commissioned and sworn, personally appeared ERIC NORMAN, to me known to be the VICE PRESIDENT of the TAKU SMOKERIES, INC., corporation organized under the laws of the State of Alaska which executed the above and foregoing instrument; who on oath stated that he was duly authorized to execute said instrument on behalf of such corporation; who acknowledged to me that he signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

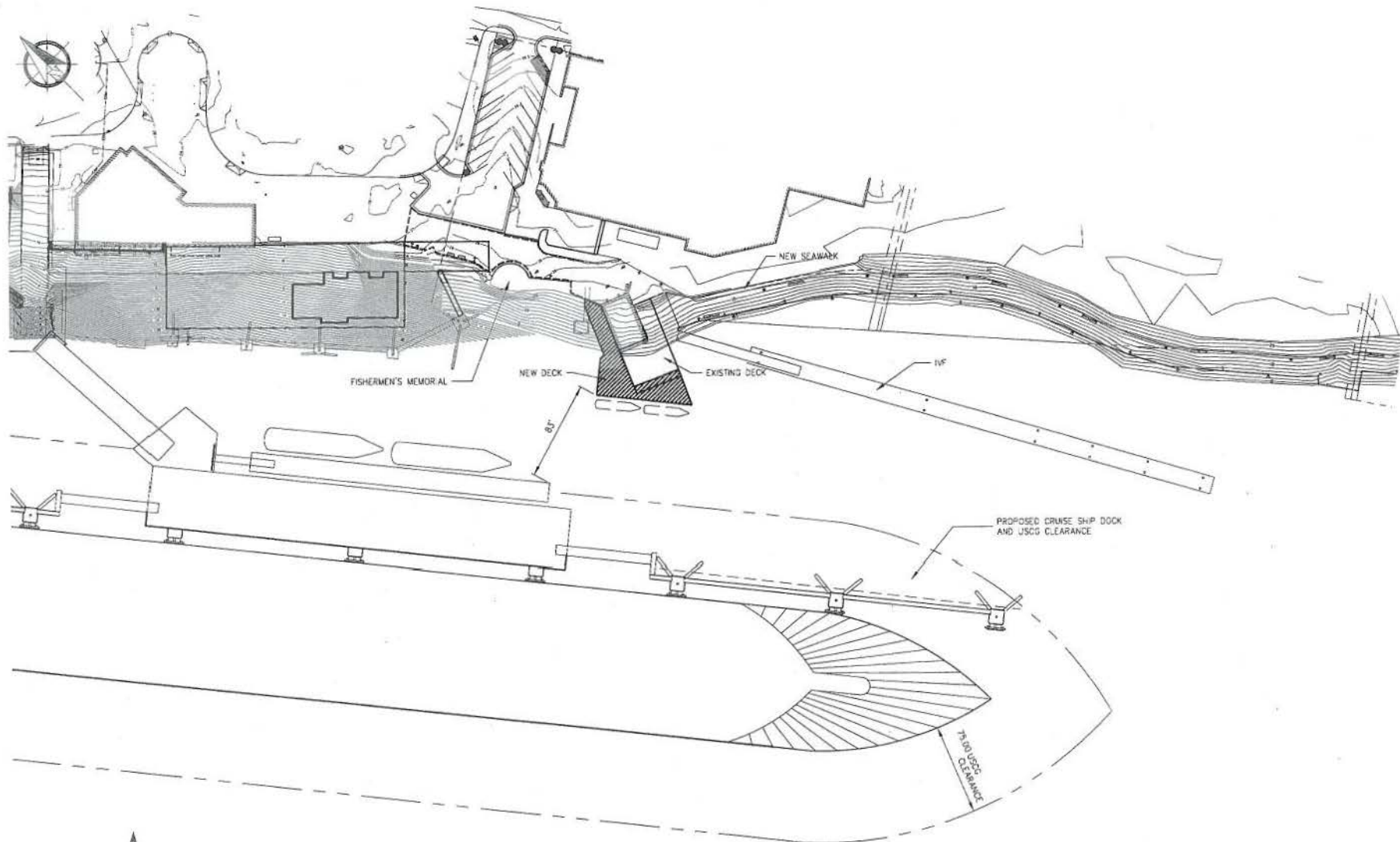
WITNESS my hand and official seal the day and year in the certificate above written.

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

Exhibit A

Exhibit A





SITE PLAN

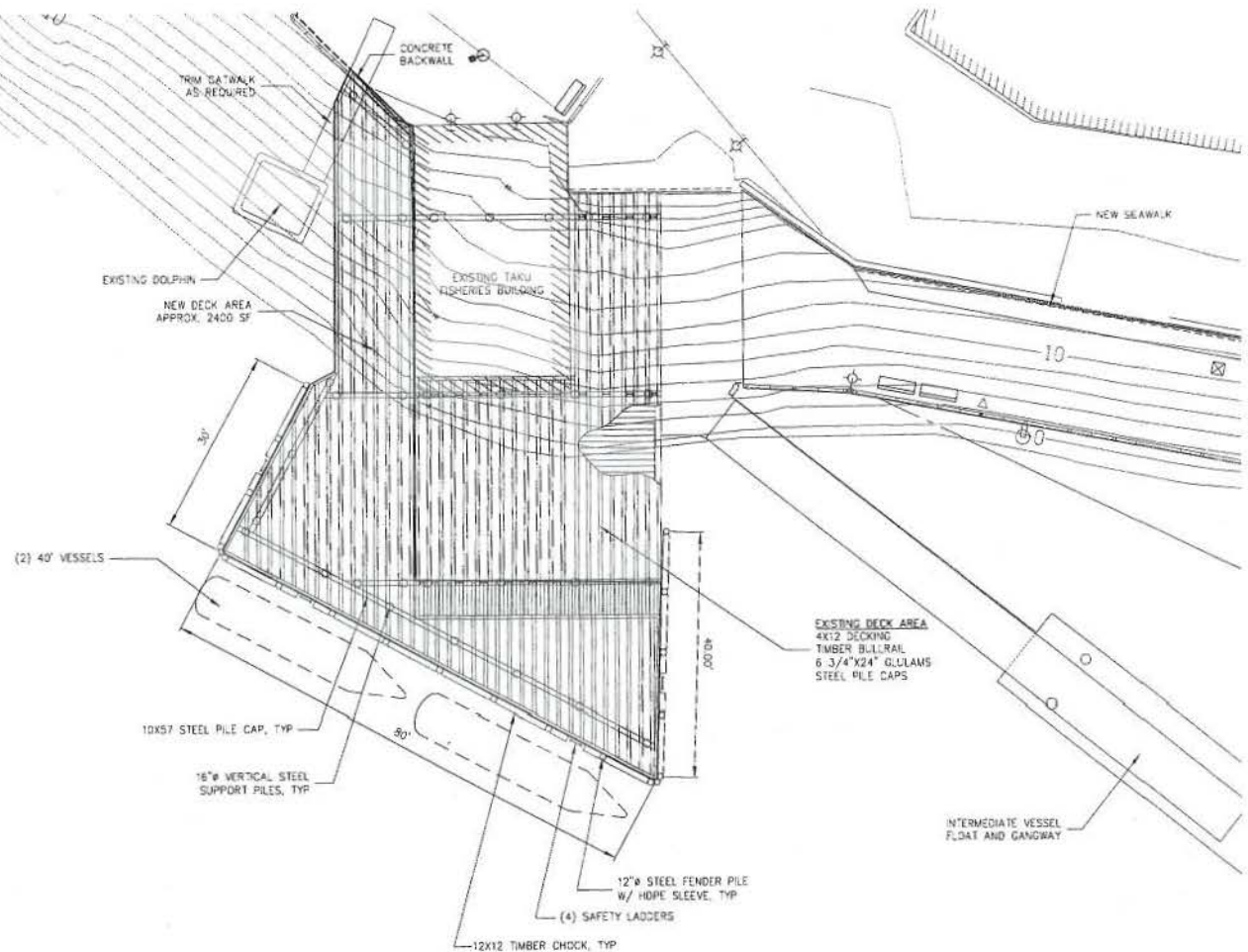


PND ENGINEERS, INC.		1560 Glacier Highway, Ste 100 Juneau, Alaska 99901 Phone 907-586-2093 Fax 907-586-2099 www.pnd-inc.com		CITY & BOROUGH OF JUNEAU, ALASKA TAKU FISHERIES DOCK	
DESIGN: _____ CHECKED: CRS DRAWN: PND APPROVED: CRS		SCALE: SCALE IN FEET 0 40 80 FT		SHEET TITLE: CONCEPT 1	
DATE: JUNE 2010		PND PROJECT NO. 102037.01 CWS FILE		S1.1	



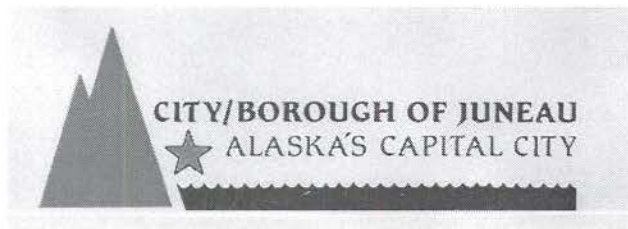
NOTES:
MATCH MATERIALS TO EXISTING DOCK
EXCEPT FENDER PILES
RELOCATE EXISTING CRANE TO NEW DOCK
FACE

ABBREVIATIONS:
Ø DIAMETER
APPROX. APPROXIMATELY
(E) EXISTING
EA EACH
SF SQUARE FEET
TYP TYPICAL



DOCK PLAN

PND ENGINEERS, INC.		9399 Glacier Highway Ste 100 Juneau, Alaska 99901 Phone: 907-586-2093 Fax: 907-586-2099 www.pnd-inc.com	CITY & BOROUGH OF JUNEAU, ALASKA TAKU FISHERIES DOCK	
DESIGN: -	CHECKED: CRS	SCALE: 0 10 20 FT.	SHEET TITLE: CONCEPT 1	
DRAWN: PND	APPROVED: CRS	DATE: JUNE 2010	PND PROJECT NO. 102037.01 DWG. FILE: S1.2	



City & Borough of Juneau • Docks & Harbors
155 S. Seward Street • Juneau, AK 99801
(907) 586-0292 Phone • (907) 586-0295 Fax

Port of Juneau

To: Docks and Harbors Finance Committee

July 21, 2010

From: Roy McLeod
Port Administrative Officer

Reference: Electrical Rate Increase

In the fiscal year just ended, Harbors paid \$101,900 for electricity and collected \$81,000 from patrons for electricity consumed, a difference of \$20,900 or 20.5 percent. This would indicate a cost recovery factor of 79.5 percent. We believe this is reasonable since some of the electricity consumed is attributable to our harbor offices, safety lights, heat trace, etc.

With the AELP increase of 18.5 percent, assuming consumption remains constant, Harbors can expect to pay \$120,750 this fiscal year for electricity. Without increasing our rates, our recovery factor would drop to 67 percent. If we do not raise our rates by a corresponding 18.5 percent this will become unsustainable and a future rate increase would eventually become necessary but possibly politically impossible.

Chapter 62.65 ART WORKS IN PUBLIC PLACES*

***State law references:** Art works in public buildings and facilities, AS 35.27.010 et seq.

62.65.010 Purpose.

62.65.020 Art requirements for public facilities.

62.65.030 Art in public places account.

62.65.040 Selection process.

62.65.050 Definitions.

62.65.010 Purpose.

The assembly recognizes a responsibility to foster the development of culture and the arts through the purchase or commissioning of works of art for municipal facilities that are subject to substantial public use. It is therefore declared to be a municipal policy that a portion of appropriations for capital expenditures for these facilities be devoted to the acquisition of works of art to be permanently placed in or as a part of such facilities. (Serial No. 85-50, § 2, 1985)

62.65.020 Art requirements for public facilities.

- (a) A facility constructed, remodeled or renovated with funds appropriated by the assembly after August 1, 1985, shall include within public view works of visual art, such as sculptures, paintings, murals, drawings, mosaics, photographs, calligraphy, works of graphic art (including an etching, lithograph, offset print, silk screen), crafts (including crafts in clay, textiles, fiber, wood, metal, plastic, glass and like materials), or mixed media including a collage, assemblage or any combination of the foregoing art media, or objects relating to native art, as provided in this chapter.
 - (b) The manager, before preparing plans and specifications for facilities, shall advise the assembly regarding the inclusion of works of art and shall include works of art in such buildings and facilities unless otherwise directed by the assembly.
 - (c) At least one percent of the construction cost of a facility approved by appropriation by the assembly after August 1, 1985, shall be reserved for the design, construction, mounting and display of art associated with the facility.
 - (d) The manager shall encourage the use of City and Borough resources in these art works.
 - (e) The City and Borough shall receive sole ownership of each work of art acquired pursuant to this chapter. No work of art produced, in whole or in part, pursuant to this chapter shall be subject to copyright in the United States or in any other country. The City and Borough shall have unrestricted authority over any work of art acquired pursuant to this chapter.
- (Serial No. 85-50, § 2, 1985)

62.65.030 Art in public places account.

- (a) The art in public places account is established. This account shall be a separate account within the capital projects fund. The manager shall administer the account.
 - (b) The manager shall deposit into the art in public places account one percent of the construction cost of a building or facility if the building or facility is exempt from the requirements of section 62.65.020 and the exemption is because:
 - (1) The estimated construction cost of the building or facility is less than \$250,000.00; or
 - (2) The building or facility is not designed for substantial public use and access.
 - (c) The manager may use the money in the art in public places account to:
 - (1) Commission or purchase a work of art which is to be placed on public lands integral to or attached to a facility detached within or outside a facility, part of a portable public exhibition or collection, part of a temporary public exhibition, or loaned to or exhibited in other public facilities owned, leased or designated by the City and Borough which have substantial public use and access; and
 - (2) Meet expenses for a commissioned work of art for a building or facility which has substantial public use and access if the cost of the work of art exceeds the amount reserved under subsection 62.65.020(c).
- (Serial No. 85-50, § 2, 1985)

62.65.040 Selection process.

For each project for the construction, remodeling or renovation of a building, school or facility falling within the provisions of this section, a selection panel shall be appointed to select works of art for inclusion in the project. The panel shall consist of two public members appointed by the Juneau Arts and Humanities Council, two members appointed by the assembly, one member appointed by the manager and one member representing the department which will be the primary user of the building, school or facility. The panel shall consult with the project architect or designer to ensure compatibility of the works of art with the design of the building, school or facility. All selections shall be subject to final approval by the assembly. The selection panel shall not have any authority to enter into any contract on behalf of the city.

(Serial No. 85-50, § 2, 1985)

62.65.050 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:

Construction cost means that cost expended for the actual construction, remodeling or renovation of the facility, exclusive of the costs of land acquisition, site investigation, design services, administrative costs, equipment purchases and any other cost not specifically incurred within the construction contract awarded for the construction of the facility.

Facility means a permanent improvement owned or leased by the municipality and devoted to substantial public use having an estimated construction cost of at least \$250,000.00; the term includes, but is not limited to, schools, office buildings, public libraries and public parks. The term "facility" does not mean:

- (1) Streets;

- (2) Utility facilities and lines;
- (3) Fire stations; and
- (4) Buildings for institutional, hospital, penal or corrective purposes.

Manager means and includes the manager or the manager's designee.

(Serial No. 85-50, § 2, 1985)

Cross references: Definitions generally, CBJ Code § 01.15.010.

JUNEAU COMMISSION ON SUSTAINABILITY

July 20, 2010

Rod Swope, Manager
City & Borough of Juneau
155 S. Seward St.
Juneau, AK 99801

Dear Mr. Swope,

The Juneau Commission on Sustainability urges the City & Borough of Juneau to release an RFP for a Climate Action Plan (CAP) and recommends certain deliverable criteria be included in such a request. The CAP will help the CBJ achieve its goal of reducing energy consumption and greenhouse gas emissions. The CAP is the third step in the process of completing International Council on Local Environmental Initiatives (ICLEI)-Local Governments for Sustainability's process.

In March of 2007, the CBJ passed Resolution 2397(b) and joined the Cities for Climate Protection Campaign, a global movement to advance local sustainability and climate protection efforts. The greenhouse gas (GHG) emission inventory was completed in March of 2009 and is the first step in a process designed to reduce emissions. According to the report, Juneau released approximately 441,000 tonnes of equivalent carbon dioxide gases (CO₂e) in the 2007 baseline year. The Commission prepared a recommendation for emissions reduction targets, which was adopted by the CBJ Assembly in June of 2009. The target is to reduce emissions 21% by the year 2012.

The Climate Action Plan is intended to outline the short and long term goals for energy reduction in the community to help achieve the adopted reduction targets. We recommend the following deliverables be included in an RFP for a Climate Action Plan for Juneau:

I. Public Involvement

- a. At least four public meetings, two for scoping and two to develop a preliminary report, held downtown (2) and in the valley (2).
- b. Draft and final presentations to the CBJ Assembly.
- c. Website to collect public contributions via internet and provided an address for hard copy comments.
- d. Juneau Commission on Sustainability will serve as the advisory committee for the project.

II. CBJ Report

- a. What GHG reduction efforts have been undertaken by CBJ since the 2007 inventory, and what efforts currently under way will take effect prior to the 2012 inventory?
- b. What further GHG-saving efforts might CBJ undertake?

III. "Other Sectors" report

- a. specifically, what efforts to reduce GHG in Juneau have been and are being made by:
 1. State government
 - a. Reduction of Juneau emissions through state energy and emission legislation.
 - b. Planned projects that will have the effect of reducing greenhouse gas.
 2. Federal government
 - a. Executive Order by Pres. Bush
 - b. Executive Order by Pres. Obama
 - c. Planned federal projects
 3. Business sector
 4. Homeowners
 5. Juneau School District
 6. University of Alaska Southeast
- b. What additional initiatives might be undertaken by each of the above sectors to further reduce GHG emissions in Juneau?

IV. Recommendations for further action by the CBJ Assembly

- a. Potential federal and state funding sources for CBJ projects
- b. In concert with City Manager and Department Heads, develop a 5-year plan and budget for GHG/kWh reducing projects, including manning.
 - i. Complete energy audits for 3-5 of CBJ's largest energy using buildings
 - ii. Consolidate existing energy audits
 - iii. Develop a quarterly and annual report of departmental energy use that is automatically generated from the accounting system
 - iv. Determine the best "next generation" buses given the Transit Plan

- v. Develop 10 ready-to-go projects with budgets and cost/benefit analysis for future grant funding opportunities
- vi. Include a systemized approach for regular review of GHG emissions and snapshot inventories and preparation for the 2012 GHG inventory
 - 1. Methodology for heating and transportation fuel vendors to report sales in gallons for various classes of customers
 - 2. CBJ in-house reporting
 - 3. Energy management and energy costs allocated to the responsible department
 - 4. Process within Building Permits to add new GHG/kWh use related to new construction for interim tracking

V. Greenhouse Gas Reduction Achievement Award Program

- a. Develop a website where individuals can report GHG/kWh reducing actions for tracking interim and long term changes. GHG/kWh audit tools for homes and businesses should be available, with calculators for determining smaller changes.
- b. Develop criteria for assessing various GHG reducing options for likely impacts compared with costs and other benefits.

The Juneau Commission on Sustainability strongly recommends the city include the aforementioned deliverables in an RFP for a Climate Action Plan. Our continued diligence in promoting energy independence and sustainability shows our community's leadership. We hope that our energy footprint in 2012 can be less than in 2007, and that a decreasing trend in greenhouse gas emissions will continue into the future.

Sincerely,



Sean Lynch, Chair

cc: CBJ Assembly

JUNEAU COMMISSION ON SUSTAINABILITY

July 20, 2010

To: CBJ Docks and Harbors Board

RE: Cruise Ship Dock Modifications

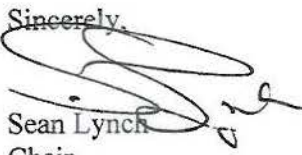
The Commission on Sustainability has followed with interest the plans developed by the Docks and Harbors Board for expansion of the municipally-owned docks. We concur that the long-term sustainability of the Juneau community is closely associated with our visitor industry and that our plans for the future should include dock facilities which will be attractive to cruise ships and their passengers.

Additionally, we envision the possibility of including in the dock renovations some features that may contribute to other aspects of Juneau's long-term sustainability. The Commission has in mind, specifically, provisions to provide water, accept sewage for municipal treatment, electrical power, and any other utilities that Docks and Harbors can envision that cruise ships may find useful to receive from the dock.

The benefits to be derived from the installation of such utility connections extend beyond making the port of Juneau as attractive as possible to visiting ships. The CBJ may also receive additional revenue from the provision of such utilities. As the cost of fossil fuels increases, ship operators may find it increasingly attractive to avoid operation of a ship's own equipment by receiving all possible services from shore. We believe it to be in the best interest of the community if our city-owned docks are as prepared as possible to provide these services. Reduction in greenhouse gas emissions made possible by shore side utilities will contribute to other initiatives being undertaken by CBJ.

The Commission understands that a great many factors may enter into the decision to provide any particular utility on the docks. We ask that every consideration be given to these suggestions in order to enhance the long term sustainability of our community. We look forward to hearing your view of our recommendations.

Sincerely,



Sean Lynch
Chair

cc: Bruce Botelho
Rod Swope