

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING AGENDA
For Wednesday, September 22nd, 2021

Zoom Meeting
<https://bit.ly/3xHlvd9>
or via Phone 1-253-215-8782
Meeting ID: 975 5531 6002
Passcode: 890867

- I. Call to Order (5:00 p.m. via Zoom)**
- II. Roll Call** (James Becker, Lacey Derr, Don Etheridge, Paul Grant, David Larkin, Matthew Leither, Annette Smith, Bob Wostmann and Mark Ridgway).
- III. Approval of Agenda**

MOTION: TO APPROVE THE AGENDA AS PRESENTED OR AMENDED
- IV. Public Participation on Non-Agenda Items** (not to exceed five minutes per person, or twenty minutes total)
- V. Approval of Thursday, July 21th, 2021 Operations/Planning Meetings Minutes**
- VI. Consent Agenda - None**
- VII. Unfinished Business**

- 1. Charter Vessel Rates at Statter Harbor (05 CBJAC 20.080 Passenger-for-hire fee)
Presentation by the Port Director

Committee Questions

Public Comment Committee

Discussion/Action

MOTION: TO RECOMMEND A 10% INCREASE PER VESSEL FEE AND 10% INCREASE PER PASSENGER FEE, SET UNDER 05 CBJAC 20.080, TO BE EFFECTIVE FOR CALENDAR YEAR 2022.

- 2. Authority to create Full Time Equivalent (FTE) – Harbor Security Officer
Presentation by the Harbormaster

Committee Questions

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING AGENDA
For Wednesday, September 22nd, 2021

Public Comment Committee

Discussion/Action

MOTION: TO AUTHORIZE THE CREATION OF AN ADDITIONAL FTE FOR THE PURPOSE OF AFTER NORMAL BUSINESS HOURS HARBOR SECURITY OFFICER.

VIII. New Business

1. Appropriation – FEMA Port Security Grant
Presentation by the Port Director

Committee Questions

Public Comment

Committee Discussion/Action

MOTION: TO RECOMMEND APPROVAL OF ORDINANCE 2021-08(b)(am)(F) APPROPRIATING \$24,730 FROM FEMA PORT SECURITY GRANT AS FUNDING FOR FACILITY SECURITY ENHANCEMENT AT THE AUKE BAY LOADING FACILITY.

2. Resolution – In Support of Full Funding for the FY23 ADOT Harbor Facility Grant
Presentation by the Port Director

Committee Questions

Public Comment

Committee Discussion/Action

MOTION: THAT CBJ ASSEMBLY APPROVE A RESOLUTION TO URGE FULL FUNDING IN THE AMOUNT OF \$11,492,760 FOR THE STATE OF ALASKA DEPARTMENT OF TRANSPORTATION MUNICIPAL HARBOR FACILITY GRANT PROGRAM IN THE FY 2023 STATE CAPITAL BUDGET.

5. MARAD Correspondence – Self-propelled Hydraulic Boatlift
Presentation by the Port Director

Committee Questions

Public Comment

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING AGENDA
For Wednesday, September 22nd, 2021

Committee Discussion/Action

**MOTION: TO DISPOSE OF THE SEALIFT SELF-PROPELLED HYDRAULIC
BOATLIFT TO THE MARITIME ADMINISTRATION CONSISTENT WITH
FEDERAL PROCESSES.**

IX. Items for Information/Discussion

1. Proposed American Rescue Plan Act (ARPA) Funding to Docks Enterprise
Presentation by the Port Director

Committee Discussion/Public Comment

2. Launch Ramp Survey Results
Presentation by the Port Engineer

Committee Discussion/Public Comment

3. Taku Harbor Repairs
Presentation by the Port Engineer

Committee Discussion/Public Comment

4. Capital Improvement Project Update: Seawalk Improvements
Presentation by the Port Engineer

Committee Discussion/Public Comment

5. Renaming Archipelago Lot – Peratrovich Plaza
Presentation by the Port Director

Committee Discussion/Public Comment

6. Harbor Rate Study - RFP
Presentation by the Port Director

Committee Discussion/Public Comment

7. Use Permit for Fish House Process
Presentation by the Port Director

Committee Discussion/Public Comment

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING AGENDA
For Wednesday, September 22nd, 2021

- 8. Board Retreat Planning & Board Meeting Calendar
Presentation by the Committee Chair/Port Director

Committee Discussion/Public Comment

X. Staff & Member Reports

XI. Committee Administrative Matters

- 1. Next Operations/Planning Committee Meeting-**Wednesday, October 20th, 2021**

XII. Adjournment

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING MINUTES
For Wednesday, July 21st, 2021

Zoom Meeting

I. Call to Order Mr. Ridgway called the meeting to order at 5:00 p.m. via Zoom at the Port Director's Office.

II. Roll Call: The following member were present in the Port Director's conference room or via zoom; James Becker, Lacey Derr, Don Etheridge, Paul Grant, David Larkin, Matthew Leither, Annette Smith, Bob Wostmann and Mark Ridgway.

Also present: Carl Uchtyl - Port Director, Matthew Creswell – Harbormaster, Erich Schaal – Port Engineer, and Teena Larson – Administrative Officer.

III. Approval of Agenda

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

Motion passed with no objection.

IV. Public Participation on Non-Agenda Items – None

V. Approval of Thursday, June 16th, 2021 Operations/Planning Meetings Minutes
The June 16th, 2021 meeting minutes were approved as presented.

VI. Consent Agenda - None

VII. Unfinished Business

1. Auke Bay Loading Facility (ABLF) – Pile Removal

Mr. Uchtyl said on page 14 of the packet is a memo to the Auke Bay Loading Facility stakeholders. The purpose was to solicit input from users that may be harmed from the discussion the Board had last month to remove five guide piles at the Auke Bay Loading Facility. He showed on a picture the five guide piles in discussion to have removed that are on the east side of the facility. This facility was built to accommodate landing crafts. The request to remove the piles was brought forward from some barge operators wanting to use the ABLF to transport rock from Stablers Point rock quarry to remote locations. Mr. Uchtyl said he heard comments for and against the pile removal. He said he is looking for direction on whether the guide piles should be removed or not.

Mr. Ridgway asked Mr. Uchtyl to summarize the comments he received from the public.

Mr. Uchtyl said originally he was told by a construction company that they would pull the piles for free if they could keep the piles. Since this offer, the company has retracted that statement and will not do this work for free for the piles. He said Mr. Erickson from Alaska Glacier Seafood is online and he can speak for himself.

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING MINUTES
For Wednesday, July 21st, 2021

Committee Questions

Mr. Wostmann asked if the outer pile is there to protect Alaska Glacier Seafood, and if the pile is removed, what do they do for protection?

Mr. Schaal said if we need the guide pile to protect Mr. Erickson's dock, it is a soft affirmative. Mr. Erickson is nervous about how close the barge would be in proximity to his float and the company that was going to pull the piles decided not to because of how close it is to the Alaska Glacier Seafood dock.

Mr. Ridgway asked what the cost to remove the guide piles would be?

Mr. Uchytel said a rough amount would be \$10,000.

Mr. Grant asked what the rectangular piece to the outer piling is.

Mr. Etheridge said it is the ice shoot that provides ice to the fisherman.

Mr. Grant asked if it could be moved to provide more space?

Ms. Derr asked if we have received feedback on the structural integrity of the dock itself being able to support larger vessels as well as the larger trucks and equipment coming in and out of the facility. The additional wear and tear. The main concern is with the dock, is can it support these larger vessels as it is being requested?

Mr. Ridgway said the request will be using the concrete ramp.

Mr. Uchytel said talking to Mr. Somerville, the engineer of record, he indicated the ramp could be used for a barge landing, his concern is with the uplands and the wear and tear on the asphalt.

Mr. Grant commented that if you take out the guide piles, you take away one location to tie up a vessel and so they will all need to be tied to the floating dock.

Mr. Uchytel said Mr. Somerville said it could be used appropriately with the guide piles removed for a barge landing. There was no concern tying up at the floating dock.

Mr. Schaal said the guide piles are rarely used but they are there if you ever need them. Any operator on this ramp does not want to go dry so they let their bows down but they adjust for the tides. The boarding float is very stout because it is subject to large waves in the winter months. It has more piles than usual because of the weather. If a barge would use it, we would prefer fair weather and not stormy weather. If the Board decided to pursue removal of the piles, the facility would be fine.

Ms. Smith commented that she has spoke with several users about the removal of the piles and the guide piles are used to tie their vessel up when making room for other vessels using the launch ramp.

Mr. Larkin asked if anyone has considered moving the boarding float to the west?

Mr. Uchytel said we have not looked at that.

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING MINUTES
For Wednesday, July 21st, 2021

Mr. Ridgway asked what the annual income would be for allowing the barges?

Mr. Schaal said the 1st hour on the launch ramp is \$60 and after that is \$30. Each day is only \$210 for loading ramp usage. He said that rate is probably not congruent with the wear and tear and impacts on the facility.

Public Comment -

Mr. Mike Erickson, Juneau, AK

Mr. Erickson said the guide piles provide protection for Alaska Glacier Seafoods. The floating dock adjacent to the hard dock holds the fish pump and ice equipment for transporting onto boats. It would be susceptible to heavy damage if there was side movement from a barge. He said his concern is the congestion that will be at the facility. There are some boats currently nervous to come in because of how tight it is to get in to our facility. This is the wrong location for this type of loading. Having a large barge in there would be encroaching on our lease and that would have some devastating impacts to us. It is too crowded and too easy for something to go wrong. The original intended use for this facility was for the fishing community.

Mr. Becker asked Mr. Erickson if it was practical to move the float to the other side of his dock.

Mr. Erickson said yes but with protective measures, but then it could be encroaching on property on that side.

Mr. Doug Trucano, Juneau, AK

Mr. Trucano said this is not a good location to haul rock out of. A different location to haul rock out of could be North Douglas if the City puts a rock quarry in over there. It would be closer to the people that want rock.

Mr. Karl Leis, Juneau, AK

Mr. Leis said he is the owner of the boat yard at the Auke Bay Loading Facility. He said the pilings need to stay where they are because we use them every day. With heavy use, the Liteweight will slide over to the guide piles and make room for other users to use the ramp. He said he does not see this as a financially beneficial thing to do with the impacts. It could take ten to twelve hours to load a barge and that would mean the whole ramp is not useable during that time. With possible boat emergency removals that could be a problem.

Committee Discussion/Action

Mr. Ridgway said he does not believe this request should have any more time spent on it. He did ask Mr. Schaal to look into Mr. Larkins suggestion to move the boarding float over to the west side.

Mr. Etheridge said this facility was never intended for a barge landing but to get the landing crafts out of Statter Harbor. This facility works well for the landing crafts. It would be dangerous to bring the barges into this facility with being so close to Alaska Glacier Seafood facility.

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING MINUTES
For Wednesday, July 21st, 2021

Ms. Smith said she also does not believe this is a good idea because of weather, not being able to use the ramp when a barge is loading, wear and tear on the facility, and the dirt and grime from the trucks moving rock. She said she heard a lot of reasons not to do this and only one reason to do this. She does not support this.

Mr. Grant said it is too tight in this area and looking at the drawings you will not gain more than four or five feet. He said he does not support this either.

Mr. Wostmann said he concurs and does not support this.

Mr. Ridgway said at this point it would be a cost to remove these piles, fix the wear and tear on the facility, have multiple users at the ramp at the same time, and potential encroachment of other people's property and possible damage to their property. He suggested Mr. Uchytel reach out to the barge operators that spoke at the last meeting and let them know we had the public process and the Board does not want to move forward with this idea.

MOTION By MR. ETHERIDGE: TO NOT PULL THE GUIDE PILES BETWEEN THE AUKE BAY LOADING FACILITY AND ALASKA GLACIER SEAFOODS AND ASK UNANIMOUS CONSENT.

Motion passed with no objection.

VIII. New Business

1. Parking at Tanner Service Center, Inc (Douglas Harbor Parking Lot)

Mr. Etheridge said at the last Board meeting staff was approached about providing a couple free spaces in the storage area for parking and storing their boats. He said both staff and himself were not able to find anything that supports free parking and boat storage for Tanners in their agreements. He said he does not believe they are entitled to free parking. If they wanted to rent the space it is \$.50 per sq/ft the same as the rest of the people in that same area. He said he wrote a letter to Tanners in the packet on page 18 that states they will need to pay for their parking to continue to use this area.

Committee Questions

Mr. Ridgway asked what he based his understanding for this free parking space on?

Mr. Etheridge said that Mr. Gentili claims someone from the Harbor Department authorized the free area for their use. The former and previous Harbormasters have not consented to this use so he is not sure who authorized it. He claims he has a letter of agreement but staff does not have it and he could not find it to show it to staff.

Mr. Ridgway asked if the agreement was with the current owner of Tanner's or previous?

Mr. Etheridge said it was the previous owner who is the father-in-law and mother-in-law of the current owner. The City paid the previous owner \$60,000 to put in a foundation for their facility, the tidelands property around their facility was transferred to them, the City filled and compacted the property they are using for storage, placed barricades at their

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING MINUTES
For Wednesday, July 21st, 2021

request to segregate the property, and paid them over \$200,000 in cash for the area they are using for free.

Mr. Grant asked if there has been written communication about this issue?

Mr. Etheridge said no written communication that he knows of. It has all been verbal with staff and when he spoke at the last Board meeting.

Mr. Grant asked if maybe it is a survey issue?

Mr. Etheridge said that is not the case, they just want to use this space for free.

Public Comment - None

Committee Discussion/Action

Mr. Ridgway commented that until an agreement is shown by the current owner, there is nothing we can do. The charge for use of this area is \$.50 per sq/ft.

MOTION By MS. DERR: TO APPROVE THE LETTER DRAFTED BY MR. ETHERIDGE IN THE PACKET AND SENDING THE LETTER TO TANNER'S AND ASK UNANIMOUS CONSENT.

Motion passed with no objection.

IX. Items for Information/Discussion

1. Status of Self-Propelled Hydraulic Boat Lift @ Auke Bay Loading Facility

Mr. Karl Leis (Karl's Auto & Marine Repair) said we have been working to revive the Sealift since we took over the boatyard last September. The mechanics for the sealift have been here twice and it gets slightly operational and then another problem happens. We are currently waiting for some rotational bearings for the front wheels that are bad that we will not see until February is what they are projecting. They are \$3,500 a piece plus shipping. The latest dilemma is one of the main drive wheels in the rear of the unit blew up the other day. The sealift is only designed for a max angle of 8° on a ramp and the one at the Auke Bay Loading Facility is probably 13°. It can barely make it up the ramp and then when it lost its four wheel drive, it went rolling back down to the water. It is an older unit and it just is one expense after another. There are companies in Seattle that do run Sealifts and they work well there. He said one company approached him about purchasing the unit. He suggests to sell the unit and buy something that will accommodate and be designed for that facility. He did get an estimate for an 80,000# machine for \$300,000. There has only been expense so far on the sealift and no revenue since we took over the lease.

Committee Discussion

Mr. Etheridge asked what would the Sealift sell for?

Mr. Creswell said it was roughly \$100,000. He would need to do more research.

Mr. Becker asked if Mr. Leis truck and trailer will work for his operation?

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING MINUTES
For Wednesday, July 21st, 2021

Mr. Leis said no, it is limited to 50 feet and 50,000 pounds.

Mr. Becker asked what Mr. Leis would recommend to replace the Sealift that would be able to do the work needed to do?

Mr. Leis said a comparable machine and comparable size that can lift an 80,000 pounds to 110,000 pounds boat. He said he had a large list of boats he was going to store on the hard but with the unreliable Sealift he did not want to take a chance of getting the boat out of the water and then not able to put it back in the water.

Mr. Ridgway asked if we were to sell the existing Sealift, what is the process?

Mr. Uchytel said staff would need to go through MARAD because it was purchased with a TIGER grant. This will be a bureaucratic high hurdle to be able to sell this equipment.

Mr. Ridgway asked if we were to contact MARAD and tell them that we wanted to get rid of this equipment, would it affect our ability to obtain other grant monies.

Mr. Uchytel said this equipment is over ten years old and we did our due diligence with the purchase. It is just not working for us anymore. He does not believe this will affect other grant opportunities.

Mr. Schaal said MARAD would probably be open minded to talk to us about our problems with the Sealift. Staff needs to talk to them to find out what will be required if it is decided to sell this equipment. A lot of plans have changed since the purchase of this equipment.

Mr. Ridgway asked if we add up all the staff time and the cost of the repairs for the last ten years, would that recapitalize the asset and would that make a difference in discussions with MARAD?

Mr. Schaal said when we provide our updates to MARAD they do not ask for cost of repairs and the capital investment we put into this equipment. That could be a good discussion to have with MARAD along with the challenges to get parts due to the original manufacturer selling their business.

Mr. Ridgway encouraged an assessment to try to get how many staff hours have went into repairing this equipment and is that billable toward recapitalizing it? This would be to help MARAD understand how much of a maintenance item this is. He also suggested to look into what the life span of this equipment is by years or hours used before it needed to be rebuilt.

Mr. Leis said when he took over the boat yard, the Harbor Board said they would take care of getting the Sealift operational and making it 100%. That never happened and then the snow started to fly. Mr. Leis said the Harbormaster told him to move ahead with getting the Sealift operational and to bill Docks & Harbors for the repairs. We have worked on the Sealift at our shop and mechanics from Seattle came up to work on it twice and every time we turn around we run into another barricade on this Sealift. All we have done is work on this for nine months and have not made a nickel off it. We are

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING MINUTES
For Wednesday, July 21st, 2021

renting something that is doing us no good. He does not believe any piece of equipment lasts for 30 years.

Mr. Grant asked if the Sealift was fully functional and repairable would it be adequate for what we need?

Mr. Leis said not really. It gets by, but it is not designed for the ramp.

Mr. Ridgway asked staff to come up with recommendations and bring them to the Board. There also needs to be a review of the terms of Mr. Leis' boatyard lease.

Mr. Wostmann suggested for the Board to clarify their thinking on the right way forward with a detailed proposal on what it would cost to replace this equipment with a suitable piece of equipment that would do the job properly. Staff needs to find out how much we need to reimburse for the original purchase of the Sealift and what it will cost for a new piece of equipment. What is the total investment to meet the terms of our lease and provide the operator a suitable piece of equipment.

Public Comment - None

2. Grant Application - Status

Mr. Schaal provided a power point presentation with the grant updates which is attached to the end of these minutes.

Mr. Uchytel talked about money that could be available in future grant opportunities.

Committee Discussion

Mr. Ridgway commented that with more money that could be available through grant opportunities, would it be beneficial to plus up our engineering staff for a short term to apply for these grants?

Mr. Uchytel said he would not recommend increasing staff in anticipation that there could be more work. Mr. Schaal and Mr. Sill's time needs to be project related and the work that needs to be done can be outsourced from competent in-town term contractors.

Public Comment - None

3. General Observation of July 4th Fireworks Impacts to Harbor Property

Mr. Creswell said there was lots of talk about fireworks leading up to the 4th of July. There were regulation changes within CBJ fire area. We knew we would see fireworks, and we did, but there was no significant impact to Docks & Harbors operations due to fireworks primarily at Echo Cove, Amalga Harbor, and the North Douglas Launch Ramp. There was a lot of use at Echo Cove but we did not see any significant issues with that. There was the normal large amount of trash but staff was ready to go out and deal with that on Monday and Tuesday which they did and cleaned the area up.

Committee Discussion

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING MINUTES
For Wednesday, July 21st, 2021

Mr. Wostmann said he drove out to Echo Cove the day after the 4th of July and was appalled at the amount of trash and burned pallets all over the place. He does not have suggestions on what to do about that but it was an embarrassing amount of trash.

Mr. Ridgway asked about installing a camera at that location?

Mr. Creswell said he has been in discussion with someone that could provide camera and connectivity but they would need to be solar powered. With us being short staffed this year, we basically get out there to do a trash run and back.

Mr. Ridgway asked if a camera was installed, would it save a staff member having to go out to that location?

Mr. Creswell said we are currently looking into that at Amalga Harbor. We already have the Wi-Fi, we just need to purchase the camera. This would reduce the staff time having to go to Amalga by looking at the camera and seeing if the area needed maintenance or clean up. Staff would still need to go there for enforcement issues.

Public Comment - None

4. US Coast Guard/Army Diver Activity in Juneau Harbors

Mr. Creswell said the US Coast Guard and Army dive teams came in 2019 and helped with many of our needed dive projects and they are coming back from August 15 to September 17. It will be the 569th Army dive team out of Fort Eustis, Virginia and they will be working under the direction of the US Coast Guard in support of the Buoy Tender Round up. They are very eager to get back in the water and help us out again. We had a meeting with them and provided them an extensive list of things we would like to get accomplished in the harbors. We have no shortage of dive work that will provide opportunities for them to train in the water and we are hopeful to replicate the successes of 2019.

Committee Discussion- None

Public Comment - None

5. By-Laws of the Docks & Harbors Board of Directors

Mr. Uchtyl said the Docks & Harbors By-Laws are how the Board conducts business and can be changed by the Assembly. In preparation for the next Board meeting which is the annual meeting is a good opportunity for this committee to start thinking about the next Board year and the elections next week. Is there any changes from this body how you want to operate as a Board? As a reminder, there are two standing committees. The Finance Committee that for the last couple years has been used as an ad hoc, but the Board chair has established special committees over the last couple years. There was a special committee to review the Visitor Industry Task Force, and a Finance Sub-Committee which is less than the full Board. Moving forward, he wants to get ahead for next week and the By-Laws states the Board or Chair may establish special committees. Now is the time to think about changes that could be brought up at next week's Board meeting. Depending on how significant the changes, we could have to go through the

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING MINUTES
For Wednesday, July 21st, 2021

Assembly for those changes. Mr. Uchytel said due to COVID, the telephonic wording will need to be changed at some point but he would not dwell on that next week.

Committee Discussion

Mr. Etheridge said the reason to reduce the meetings was due to attendance. We were unable to get a quorum and less meeting reduced the commitment for a member. The Chair can create a special committee or the Board in order to review a topic more in-depth.

Public Comment - None

6. Charter Vessel Rates at Statter Harbor – Next Steps

Mr. Uchytel said in preparation for next week, he wanted to remind the Board they are in a pause status on this fee. At a previous Board meeting in 2020, there was a motion to not establish fees for the 2021 season. If the Board wants to make changes for next calendar year, we need to move forward on reviewing this sooner rather than later. With the process to get a decision from the Board, public process, and Assembly action, it needs to be discussed now.

Committee Discussion

Mr. Wostmann said with the assumption the Finance Sub-Committee will be established at the next Board meeting, we will need to start discussing next year, what is the best estimate on what it will look like, and what fees do we want to discuss for FY22.

Public Comment - None

7. Board Member Discussion on upcoming Docks & Harbors Year

Mr. Ridgway asked the new members what they would like to accomplish in the next year? He said topics for the upcoming year from his perspective include:

- Finances have not been hit like this last year – ever - that he knows of. They need to be reviewed.
- A potential project is the small cruise ship master plan.
- A longtime need is the Fisherman's Terminal which is a significant amount of the Juneau Economy, other Southeast communities now have vessels that used to be here in our harbors.
- There is a lot of deferred maintenance from the floating breakwater chains to sheep pile walls. We have some pretty new facilities but we still have a lot of deferred maintenance.
- There is a big decision coming with the UAS property. Docks & Harbors does not have the money so we will need to be involved with the Assembly and no one knows what is going to happen. We need the boatyard to fulfill our mission which is the current thinking.
- With the numbers projected for next year, he believes staffing at the Port is going to be a significant item to figure out.
- Rate reviews have taken a lot of the Board time and staff time and it has been a contentious thing. It still needs to be addressed and it will be coming in the future.

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING MINUTES
For Wednesday, July 21st, 2021

- The future plans for the ABMS and the wave attenuator.
- Re-level the deck at the Fisherman's Memorial.
- Deckover in front of Pier 49.
- Installation of handrails on the Seawalk.
- Dock Electrification.
- North Douglas planning

Past/recent successes include;

- The Archipelago property project.
- Aurora and Harris dredging
- Statter Passenger for Hire
- Douglas Anodes
- Harris Harbor pump out which will be operational in about a month.

Committee Discussion

Mr. Grant said he looked at getting on this Board with an open mind looking at what the needs are and what the resources are. He has come to realize the resources are far more constrained than the needs are. He would like to take some time over the next couple meetings to wrap his mind around Docks & Harbors financial situation and decide what is possible and what is realistic in relation to the financial hit we have taken.

[Mr. Leither was no longer at the meeting when called upon.]

Ms. Derr said one of her hopes is to see a bathroom/shower facility and lighting at Douglas Harbor. Looking at rates, it would be nice to have those types of facilities. She hopes it will increase our revenues with the facilities we would be able to provide. She would like to see deferred maintenance. The Harris Harbor fingers are twisted and she has a concern slipping in the winter and going in the water between two boats.

Mr. Wostmann said we are going into an intense period of evaluating what resources we have and what we can afford to do with them. We will need to make decisions on rates and he would really like to see us continue with a process of reviewing every rate that we have and establish a base line and a consistent process for modifying the rates with a CPI adjustment and then a regular review every three to five years. This would be to evaluate the basis for this rate and if it has changed to reassess that. The Board is dealing with some of our rates being set ten years ago. There needs to be a consistent approach moving forward. With this, our customer base would know what to expect and we do not have to double and triple a certain user group's rates and have a lot of push back.

Mr. Ridgway suggested to have better communication between the Board and staff moving forward.

Mr. Etheridge said there are a lot of decisions the Board should be making that are pushed to Mr. Uchytel to make. The Board needs to do better at making the decisions and give Mr. Uchytel better direction.

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING MINUTES
For Wednesday, July 21st, 2021

Mr. Creswell said the high priority issues are staffing for next year with the projected cruise ship numbers and new restrictions put on us by the Coast Guard for ID checks, and general safety and security in the harbors in regards to safety ladders and security cameras.

Mr. Etheridge said one of the safety items to put on the top of the list is a hand rail on the Seawalk. Someone just fell off the Seawalk recently and over the years there has been several incidents with people falling off the Seawalk.

Public Comment - None

X. Staff & Member Reports

Mr. Uchytel reported;

- Docks & Harbor received a Port Security Grant for \$24,000 for the purpose of adding cameras to the Auke Bay Loading Facility.
- The finger float issue at Harris Harbor that Ms. Derr commented on, staff plans to have the Army/Coast Guard divers repurpose some old water lines to help level the floats.
- The first cruise ship is here on Friday, Serenade of the Seas.
- The Constellation was COVID stricken and they were at our docks for over ten days. They are all good now and out sailing as we speak.

Mr. Creswell reported;

- We hired five PTL positions to support the cruise ship activity. They are all getting ready for the first ship on Friday.
- Harbors are extremely busy with dock check and counts on boats at or above historical numbers.
- Yacht traffic is way up and they have been put on the cruise ship dock because they are available and not much need. Harbors is looking very good right now.

Mr. Etheridge said in regards to the complaint that people were parking in the harbor parking area when their boats were being worked on in the boat yard, he has watched the parking lots for the last couple weeks and every vehicle in there has had a parking sticker and was allowed to park in that area. The other issue that has been brought up is having the boat haulout facility at the Little Rock Dump. That is not a new idea and there was a study on it in 2018 and the problem was that we were short about \$25M at that point and is probably \$30M today.

XI. Committee Administrative Matters

1. Next Operations/Planning Committee Meeting-**Wednesday, August 18th, 2021**

XII. Adjournment – The meeting adjourned at 7:33pm.

Grants Update

- RAISE (Rebuilding American Infrastructure with Sustainability and Equity)
- 3 Grants applied for on Monday July 12, 2021
 - \$500M for Rural and \$500M for Urban
 - Juneau is Rural (less than 200K)
 - 80/20% match requirement for construction projects
 - Rural submitters don't need match money
 - \$1M min for rural construction grants (\$1.25M for project size)
 - \$100M limit per state
- At a Special Assembly Meeting on Monday \$4.9M was approved for match moneys.



APPLICATION FOR 2021 RAISE TRANSPORTATION DISCRETIONARY GRANT

Juneau Cruise Ship Dock Electrification

City and Borough of Juneau, Alaska Docks and Harbors

TYPE
Port & Marine Infrastructure Investments

\$20.05 MILLION REQUESTED

LOCATION
City & Borough of Juneau (CBJ)
Alaska 1st Congressional District
Alaska Rural Area

CONTACT
Carl Uchytill, Port Director
Port of Juneau, 155 S. Seward Street
Juneau, Alaska, 99801
907.586.0294
Carl.Uchytill@juneau.org

APPLICATION FOR 2021 RAISE TRANSPORTATION DISCRETIONARY GRANT

Juneau Small Cruise Ship Infrastructure Project

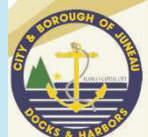
City and Borough of Juneau, Alaska Docks and Harbors

TYPE
Port & Marine Infrastructure Investments

\$24.98 MILLION REQUESTED

LOCATION
City & Borough of Juneau (CBJ)
Alaska 1st Congressional District
Alaska Rural Area

CONTACT
Carl Uchytill, Port Director
Port of Juneau, 155 S. Seward Street
Juneau, Alaska, 99801
907.586.0294
Carl.Uchytill@juneau.org

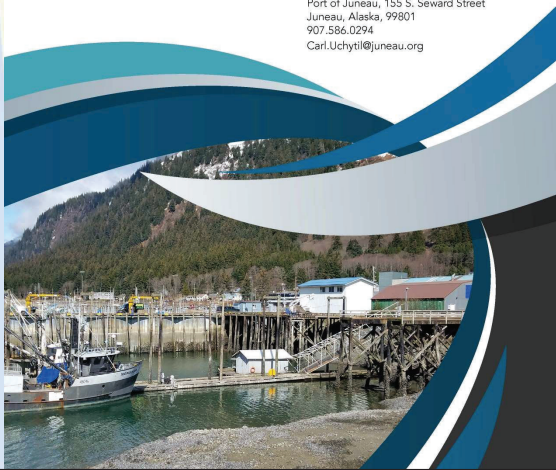


APPLICATION FOR 2021 RAISE TRANSPORTATION DISCRETIONARY GRANT
JUNEAU FISHERIES TERMINAL PLANNING

City and Borough of Juneau, Alaska
 Docks and Harbors

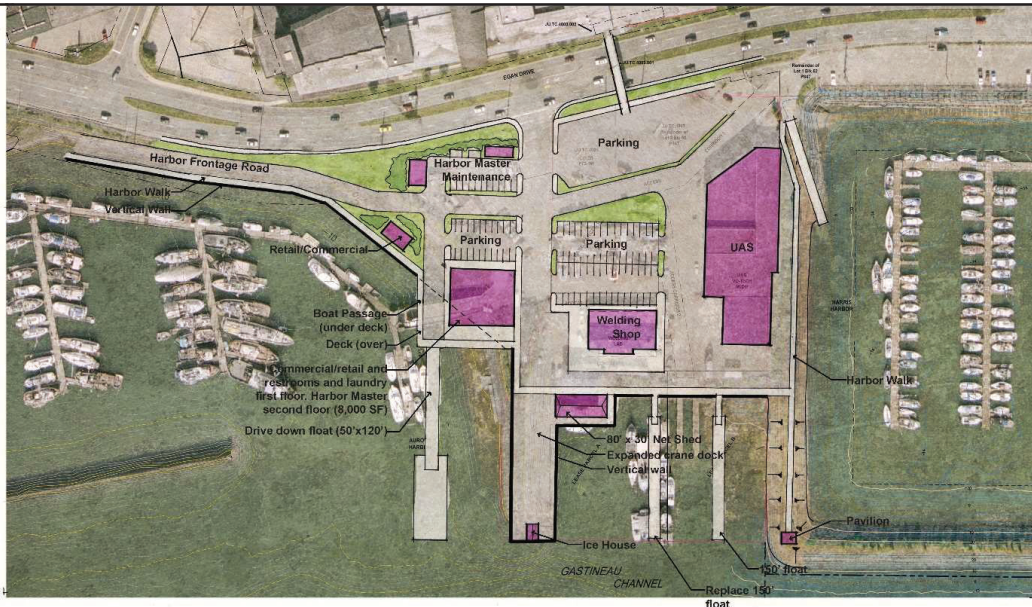
\$2.619 MILLION REQUESTED

TYPE
 Port & Marine Infrastructure Investments
LOCATION
 City & Borough of Juneau (CBJ)
 Alaska 1st Congressional District
 Alaska Rural Area
CONTACT
 Carl Uchytel, Port Director
 Port of Juneau, 155 S. Seward Street
 Juneau, Alaska, 99801
 907.586.0294
 Carl.Uchytel@juneau.org

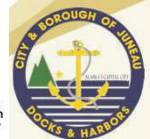
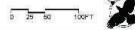


Planning and Design Grants

- \$30M max can go towards planning projects (out of \$1B)
 - At least \$10M must go towards planning projects in “areas of persistent poverty” (Juneau is not an APP)
 - Juneau would be vying for a portion of approx. \$20M.
- Ask for approx. \$2.619M divided in the three options outlined in previous grant applications

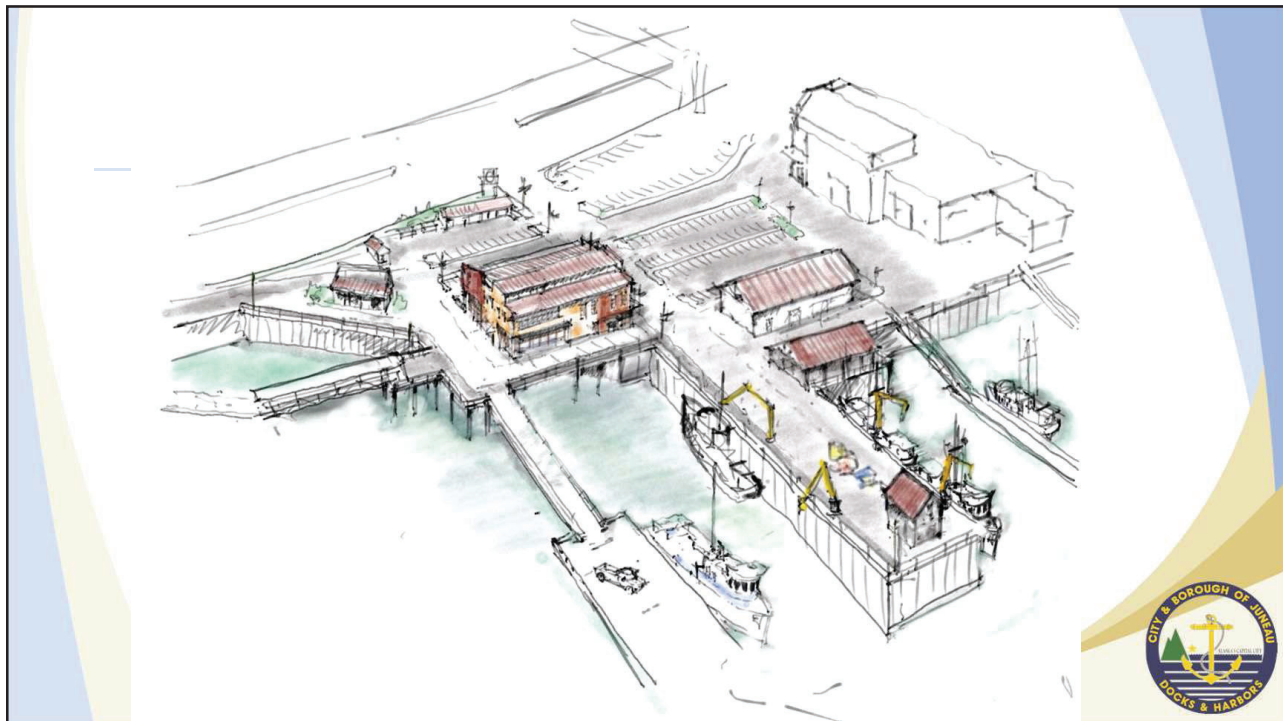


Juneau Harbors Master Plan & Feasibility
 UAS and Fisherman's Terminal



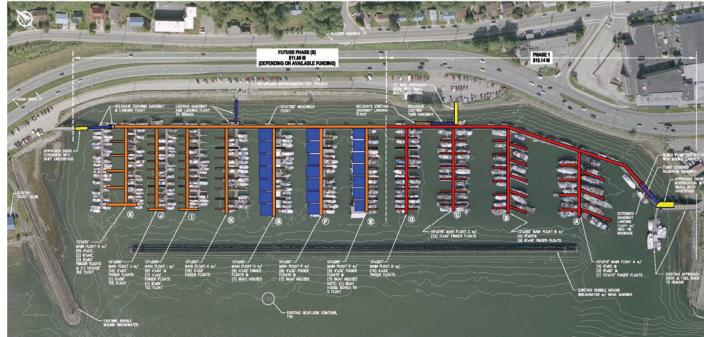
PIDP (Port Infrastructure Development Program)

- Funded through MARAD (vs DOT for RAISE)
- \$230M in funding available
- Will submit grant for the whole Juneau Fisheries Terminal Completion Project: \$24.942M
- Due July 30, 2021

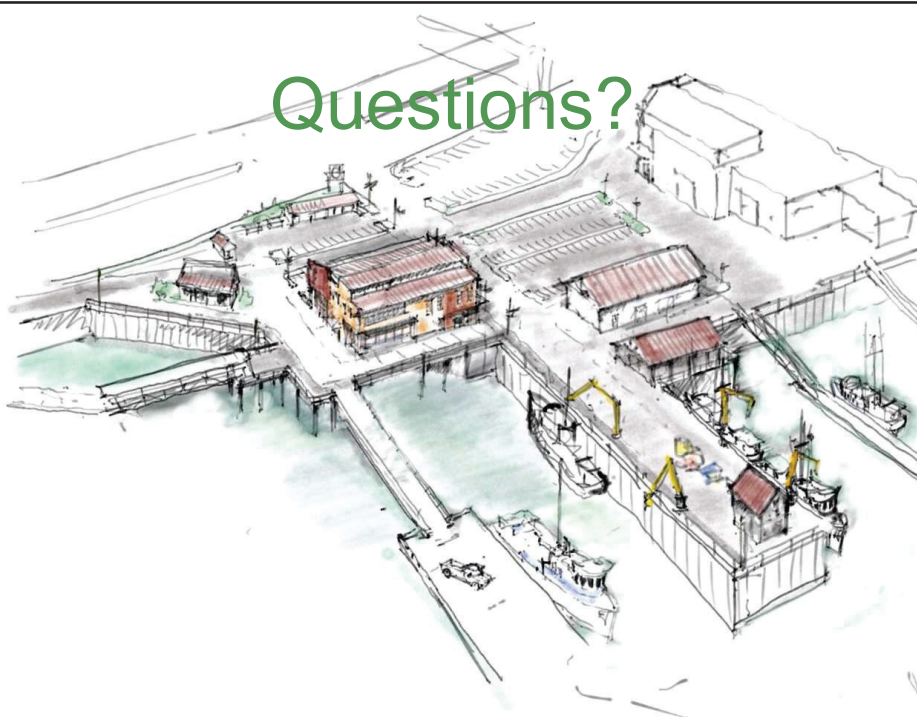


Aurora Harbor Rebuild Ph III

- Governor voted half the AK DOT Harbor Matching Grant Funds – No money for Juneau
- Have to reapply by Aug 16th.
- Will need to identify more match to cover costs of demolition.



Questions?





Port of Juneau

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

From: Port Director
To: Docks & Harbors Board
Via: Docks & Harbors Operations-Planning Committee
Date: September 17th, 2021
Re: Statter Harbor – Passenger for Hire Rate (05 CBJAC 20.080)

1. Docks & Harbors has been engaged in an ongoing process to review numerous fees. In October 2020, the Board agreed not to make any adjustments to the charter vessel *passenger for hire* rates during calendar year 2021. This was primarily due to ensure the charter vessel companies had certainty with regards to what their operating costs would be ahead of the 2021 season.

2. With the completion of Statter Phase IIIB in the spring of 2021, there is now new infrastructure supporting the charter vessel fleet, which Docks & Harbors believes it is appropriate to consider rate adjustments for *passenger for hire* in time for the calendar year 2022 season.

3. The Finance Sub-Committee has been regularly meeting to discuss this fee as well as the entirety of all Docks & Harbors fees. At the September 8th Finance Sub-Committee meeting, a motion to increase each of the *passenger for hire* rates by 10% was recommended to the Docks & Harbors Board.

	Inspected Vessel Current	Inspected Vessel Proposed	Uninspected Vessel Current	Uninspected Vessel Proposed
Vessel Fee	\$518.00	\$569.80	\$156.00	\$171.60
Passenger Fee	\$1.50	\$1.65	\$1.50	\$1.65

4. In the event the Docks & Harbors Board approves this rate adjustment, the process would be as follows:
- CBJ Law draws up the ordinance change
 - Docks & Harbors notices the proposed changes for a period not less than 21 days
 - Docks & Harbor Board holds a “hearing” to the proposed changes
 - Assembly acts on the recommended Docks & Harbors proposed regulation changes

#



Port of Juneau

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

From: Port Director
To: Docks & Harbors Board
Via: Docks & Harbors Operations-Planning Committee
Date: September 17th, 2021
Re: Harbor Security Officer – New Full Time Equivalent (FTE) Position

1. This past summer, Docks & Harbors experimented with the assignment of a seasonal employee to provide “after normal business hours” patrols with the concept not only to curb nefarious activity within our harbor facilities but also to provide additional customer support to our patrons. The current seasonal employee will be released from his seasonal work on October 2nd.
2. Anecdotally and reviewing the weekly JPD weekly Incident Report, it is possible to suggest that the seasonal employee patrolling our harbors five days per week from 4 pm to midnight has yielded positive results in its intended purpose. Docks & Harbors staff has received compliments for this additional resource. A volunteer member of the Juneau Citizens Patrol has likewise indicated great success in what this position has provided to the community.
3. Based on general direction from the Board, Docks & Harbors staff has begun a process to for CBJ Human Resources/Risk Management to create a new position. As an enterprise, Docks & Harbors is provided the authority to create new positions without Assembly authorization. Should the Docks & Harbors Board elect to create a new Harbor Security Officer, it would be a new expenditure of \$68K-\$88K per year.
4. The Docks & Harbors Board is asked to consider whether to include this new expenditure in the current fiscal year and to commit future Docks & Harbors budgets’ with the new requirement to add a 1.0 FTE Harbor Security Officer.

#

Presented by: The Manager
Introduced: September 13, 2021
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2021-08(b)(am)(F)

An Ordinance Appropriating \$24,730 to the Manager as Funding for Facility Security Enhancements for Docks and Harbors; Grant Funding Provided by the U.S. Department of Homeland Security, Federal Emergency Management Agency, FY21 Port Security Grant Program.

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

Section 1. Classification. This ordinance is a noncode ordinance.

Section 2. Appropriation. There is appropriated to the Manager the sum of \$24,730 as funding for facility security enhancements for Docks and Harbors.

Section 3. Source of Funds

U.S. Department of Homeland Security	\$24,730
--------------------------------------	----------

Section 4. Effective Date. This ordinance shall become effective upon adoption.

Adopted this _____ day of _____, 2021.

Beth A. Weldon, Mayor

Attest:

Elizabeth A. McEwen, Municipal Clerk

Legislative Review for
Systemic Racism Review Committee
CBJ Staff provided background

Proposed Legislation title: An Ordinance Appropriating \$24,730 to the Manager as Funding for Facility Security Enhancements for Docks and Harbors; Grant Funding Provided by the U.S. Department of Homeland Security, Federal Emergency Management Agency, FY21 Port Security Grant Program.

Department/Staff contact Name:

1. What is the purpose of the legislation?

This ordinance would appropriate \$24,730 for the purchase and installation of security camera equipment for Docks and Harbor's Auke Bay Loading Facility. Grant funding in the amount of \$24,730 is provided by the U.S. Department of Homeland Security, Federal Emergency Management Agency. There is no local match requirement for this grant.

2. Who is it intended to benefit? How?

The security cameras will enable Docks & Harbor to be more effective in managing the property at the ABLF, which does not have harbor employees regularly assigned. The cameras will provide better situational awareness when the facility is in use, including real time observation from the Statter Harbor Office.

3. Is there data that exists that quantifies who the legislation impacts? If not, is there a practical way to collect such data?

This FEMA Port Security Grant is made available because the ABLF can be a federally regulated facility at times when certain hazardous cargoes are on-loaded. The security cameras, once installed, will be part of a requirement for the US Coast Guard to approve our Facility Security Plan. This effort will achieve a higher level of safety & security at this commercial facility.

4. Are there any provisions for individuals who could be considered not part of the community majority at some level (race, social economic standing, ability, or LBGTQ+ status)?

No. Typically, this facility is for regional commercial transport companies, commercial fishing vessels and the commercial Auke Bay Boatyard.

5. Is it connected to other legislation? If so, what?

As a supplemental appropriating ordinance, this ordinance amends FY22 CBJ Operating Budget Ordinance 2021-08(b)(am).

6. Is it connected to state or federal requirements? If so, what?

Federal Maritime Security Facilities are regulated under 33 CFR PART 105.

7. Is it connected to a CBJ planning document(s)? If so, which one(s)?

The ABLF has an approved Federal Security Plan (FSP) which is approved by the US Coast Guard.

8. Is it tied to funding? What is the source?

This appropriation is funded by grant funds from the U.S. Department of Homeland Security, Federal Emergency Management Agency, FY21 Port Security Grant Program. There is no local match requirement for this grant.

9. Have there been any public or stakeholder meetings? If so, when and who was involved?

The Docks and Harbors Board will consider approval of this request at the September 30, 2021 regular Board meeting after the Docks & Harbors Operations-Planning Committee review on September 22, 2021.

10. How were the meetings noticed?

Docks & Harbors meetings are posted one year in advance on its web page as well as CBJ notices in the JUNEAU EMPIRE, on the CBJ calendar and on the Docks & Harbors monthly newsletter TIDE LINE.

11. What is the nature of public comment received to date?

None.

12. What CBJ related committees have been involved? What were the dates of the meeting?

Docks and Harbors Operations-Planning Committee – September 22, 2021

Docks and Harbors Regular Board – September 30, 2021

13. Is there anything else that you think may be of relevance to the Systemic Racism Review Committee?

None.

U.S. Department of Homeland Security
Washington, D.C. 20472

Matthew Creswell
City and Borough of Juneau
155 S. Seward St.
Juneau, AK 99801 - 1332

Re: Grant No.EMW-2021-PU-00243

Dear Matthew Creswell:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2021 Port Security Grant Program has been approved in the amount of \$24,730.00. You are not required to match this award with any amount of non-Federal funds.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2021 Port Security Grant Program Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.

ROBERT ALLEN FARMER Signatory Authority

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Port Security Grant Program

GRANTEE: City and Borough of Juneau
PROGRAM: Port Security Grant Program
AGREEMENT NUMBER: EMW-2021-PU-00243-S01

TABLE OF CONTENTS

Article I	Summary Description of Award
Article II	Funding Hold: Environmental Planning and Historic Preservation (EHP) Compliance
Article III	Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Article IV	Universal Identifier and System of Award Management
Article V	Americans with Disabilities Act of 1990
Article VI	SAFECOM
Article VII	Rehabilitation Act of 1973
Article VIII	National Environmental Policy Act
Article IX	Acknowledgement of Federal Funding from DHS
Article X	USA PATRIOT Act of 2001
Article XI	Age Discrimination Act of 1975
Article XII	Civil Rights Act of 1964 - Title VI
Article XIII	Notice of Funding Opportunity Requirements
Article XIV	Trafficking Victims Protection Act of 2000 (TVPA)
Article XV	Non-Supplanting Requirement
Article XVI	Drug-Free Workplace Regulations

Article XVII	Federal Leadership on Reducing Text Messaging while Driving
Article XVIII	DHS Specific Acknowledgements and Assurances
Article XIX	Best Practices for Collection and Use of Personally Identifiable Information
Article XX	Civil Rights Act of 1968
Article XXI	Debarment and Suspension
Article XXII	Activities Conducted Abroad
Article XXIII	Energy Policy and Conservation Act
Article XXIV	Procurement of Recovered Materials
Article XXV	Terrorist Financing
Article XXVI	Hotel and Motel Fire Safety Act of 1990
Article XXVII	Duplication of Benefits
Article XXVIII	Fly America Act of 1974
Article XXIX	Reporting of Matters Related to Recipient Integrity and Performance
Article XXX	Lobbying Prohibitions
Article XXXI	False Claims Act and Program Fraud Civil Remedies
Article XXXII	Federal Debt Status
Article XXXIII	Nondiscrimination in Matters Pertaining to Faith-Based Organizations
Article XXXIV	Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
Article XXXV	Copyright
Article XXXVI	Reporting Subawards and Executive Compensation
Article XXXVII	Use of DHS Seal, Logo and Flags
Article XXXVIII	Whistleblower Protection Act

Article XXXIX	Assurances, Administrative Requirements, Cost Principles, Representations and Certifications
Article XL	Patents and Intellectual Property Rights
Article XLI	Prior Approval for Modification of Approved Budget
Article XLII	Disposition of Equipment Acquired Under the Federal Award
Article XLIII	Port Security Grant Program Performance Goal
Article XLIV	Acceptance of Post Award Changes
Article XLV	Applicability of DHS Standard Terms and Conditions to Tribes
Article XLVI	Environmental Planning and Historic Preservation (EHP) Review

Article I - Summary Description of Award

The terms of the approved Investment Justification(s) and Budget Detail Worksheet(s) submitted by the recipient are incorporated into the terms of this Federal award, subject to the additional description and limitations stated in this Agreement Article and the limitations stated in subsequent reviews by FEMA of the award budget. Post-award documents uploaded into ND Grants for this award are also incorporated into the terms and conditions of this award, subject to any limitations stated in subsequent approvals by FEMA of changes to the award. Investments not listed in this Agreement Article are not approved for funding under this award.

Investment 1: Facility Security Enhancements is fully funded for \$24,730.

Article II - Funding Hold: Environmental Planning and Historic Preservation (EHP) Compliance

This award includes work, such as ground disturbance, that triggers an Environmental Planning and Historic Preservation (EHP) compliance review. A funding hold is placed on the following investments/projects, and the recipient is prohibited from obligating, expending, or drawing down funds under this award in the amount of \$24,730 in support of the following investments/projects, with a limited exception for any approved costs associated with the preparation, conduct, and completion of required EHP reviews. Please refer to the applicable NOFO and Preparedness Grants Manual (PGM) for further information on EHP requirements and other applicable program guidance, including FEMA Information Bulletin No. 404.

Investment 1: Facility Security Enhancements: \$24,730

To release this hold, the recipient is required to obtain the required FEMA EHP compliance approval for this project pursuant to the FY 2021 PSGP NOFO and PGM. Failure to comply with this condition may jeopardize your ability to access and expend federal funds for the investments/projects listed above. Please contact your FEMA GPD Headquarters Preparedness Officer to receive specific guidance regarding EHP compliance.

If you have questions about this funding hold or believe it was placed in error, please contact the FEMA GPD Headquarters Preparedness Officer or Program Analyst.

Article III - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the *Civil Rights Act of 1964*, (42 U.S.C. section 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article IV - Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article V - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101- 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article VI - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article VII - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article VIII - National Environmental Policy Act

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969 (NEPA)*, Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 *et seq.*) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article IX - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article X - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

Article XI - Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XII - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. section 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XIII - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XIV - Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XV - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XVI - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. sections 8101-8106).

Article XVII - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XVIII - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article XIX - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at <http://www.dhs.gov/xlibrary/assets/>

privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf as useful resources respectively.

Article XX - Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XXI - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XXII - Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXIII - Energy Policy and Conservation Act

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXIV - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXV - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXVI - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at 15 U.S.C. section 2225.)

Article XXVII - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XXVIII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXIX - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXX - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXXI - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXXII - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXXIII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXXIV - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XXXV - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XXXVI - Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVII - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XXXVIII - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XXXIX - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. section 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article XL - Patents and Intellectual Property Rights

Recipients are subject to the *Bayh-Dole Act*, 35 U.S.C. section 200 *et seq*, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XLI - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XLII - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313.

Article XLIII - Port Security Grant Program Performance Goal

In addition to the Performance Progress Report (PPR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the capability gaps identified in their vulnerability assessment or other relevant documentation or sustains existing capabilities per the FEMA-approved Investment Justification. The capability gap reduction or capability sustainment must be addressed in the PPR, Section 10. Performance Narrative.

Article XLIV - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the

award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article XLV - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLVI - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

BUDGET COST CATEGORIES

Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$9,030.00
Supplies	\$0.00
Contractual	\$15,700.00
Construction	\$0.00
Indirect Charges	\$0.00
Other	\$0.00

Obligating Document for Award/Amendment						
1a. AGREEMENT NO. EMW-2021-PU-00243-S01		2. AMENDMENT NO. ***		3. RECIPIENT NO. V00102389	4. TYPE OF ACTION AWARD	5. CONTROL NO. WX04676N2021T
6. RECIPIENT NAME AND ADDRESS City and Borough of Juneau 155 S. Seward St. Juneau, AK, 99801 - 1332		7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646			8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603	
9. NAME OF RECIPIENT PROJECT OFFICER Matthew Creswell		PHONE NO. 9077890819	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov			
11. EFFECTIVE DATE OF THIS ACTION 09/01/2021		12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement		14. PERFORMANCE PERIOD From: 09/01/2021 Budget Period 09/01/2021 To: 08/31/2024 08/31/2024	
1 5. DESCRIPTION OF ACTION						
a. (Indicate funding data for awards or financial changes)						
PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Port Security Grant Program	97.056	2021-FA-GC01-P410- -4101-D	\$0.00	\$24,730.00	\$24,730.00	See Totals
			\$0.00	\$24,730.00	\$24,730.00	\$0.00
b. To describe changes other than funding data or financial changes, attach schedule and check here. N/A						
16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) Port Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.						
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) ,					DATE	
18. FEMA SIGNATORY OFFICIAL (Name and Title) SHENAUZ SUBRINA WONG , Assistance Officer					DATE Wed Aug 18 19:34:23 GMT 2021	



RESOLUTION xxxx

A RESOLUTION OF THE CITY & BOROUGH OF JUNEAU ALASKA SUPPORTING FULL FUNDING (\$11,492,760) FOR THE STATE OF ALASKA MUNICIPAL HARBOR FACILITY GRANT PROGRAM IN THE FY 2023 STATE CAPITAL BUDGET.

Whereas, the majority of the public boat harbors in Alaska were constructed by the State during the 1960s and 1970s; and

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

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

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

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

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

Whereas, in response to this financial burden, the Governor and the Alaska Legislature passed legislation in 2006, supported by the Alaska Association of Harbormasters and Port Administrators, to create the Municipal Harbor Facility Grant program (AS 29.60.800); and

Whereas, the Department of Transportation and Public Facilities utilizes a beneficial administrative process to review, score and rank applicants to the Municipal Harbor Facility Grant Program, since state funds may be limited; and

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

Whereas, the municipalities of the City of Valdez, City of Yakutat, City & Borough of Juneau, City & Borough of Sitka, City of Homer, Aleutians East Borough/City of Sand Point, and the Municipality of Anchorage have committed to contribute \$11,492,760 in local match funding for FY2023 towards harbor projects of significant importance locally as required in the Harbor Facility Grant Program; and

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

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

Whereas, a survey done by the Alaska Municipal League of Alaska's ports and harbors found that from the respondents, the backlog of projects necessary to repair and replace former State-owned harbors has increased to at least \$500,000,000; and

Whereas, over the past five years alone, municipal harbors have submitted \$70 million in capital project match requests, representing over \$116 million in shovel-ready capital projects that have received only \$20 million in funding through the Municipal Harbor Facility Grant program with zero funding in FY21 and half of the requested funding in FY22.

Now therefore be it resolved that the City & Borough of Juneau urges full funding in the amount of \$11,492,760 by the Governor and the Alaska Legislature for the State of Alaska's Municipal Harbor Facility Grant Program in the FY 2023 State Capital Budget in order to ensure enhanced safety and economic prosperity among Alaskan coastal communities.

Beth Weldon, Mayor

ATTEST:

Elizabeth McEwen



Port of Juneau

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

September XX, 2021

Natasha Pavlovich
Supervisory Grants Management Specialist
U.S. Department of Transportation - Maritime Administration
1200 New Jersey Avenue, SE
Washington, DC 20590

Subject: Equipment Disposition Instructions Request

Grant No.: DTMA1G10002

Dear Ms. Pavlovich,

Thank you for responding to our email request to discuss the disposition process for a Sealift brand self-propelled boat lift purchased with TIGER 1 grant funds for the Auke Bay Loading Facility, Phase II. As we discussed via email, 49 CFR §18.32 outlines the process by which a non-Federal entity can request equipment disposition instructions.

You may recall from our email that CBJ Docks & Harbors used a portion of the TIGER grant to purchase a 45 ton Sealift brand self-propelled boat lift, for \$529,500 in 2012. The Sealift was paid for with 100% TIGER grant funds, so disposition would result in the proceeds remaining with the grantee to offset the cost of replacement property, pursuant to section §18.32(c)(4).

This boat lift has successfully operated at the Auke Bay Loading Facility since 2012. It was originally operated by Docks & Harbor staff and then operations were transferred to two lessees of the boat yard portion of the facility. During this time, the original manufacturer Krause Manufacturing - a division of CP Manufacturing, was sold at least two times and replacement parts and service support ended for this equipment.

It is extraordinarily difficult to operate and maintain boat haul-out equipment in Alaska. Juneau's remoteness, harsh marine climate and extreme tidal ranges (up to 25 feet) means that parts wear and fail sooner, technicians must be flown in and parts take weeks to arrive by barge. Our Auke Bay Loading Facility provides multimodal access, so the ramp was constructed to allow landing craft and the boat lift to share the ramp. This dual use required a steeper ramp at 15% verses a normal maximum grade of 12%. This additional slope required upgrading the Sealift with 4-wheel drive capability.

The current boat yard operator, Karl's Marine, has suffered several catastrophic component failures while hauling vessels. One failure involved the 4-wheel drive motors and caused an uncontrolled decent back into the water. This event has eroded their confidence in the machine's safety and reliability and the failed components have become unmaintainable due to lack of support by the original manufacturer.

Docks & Harbors staff has contacted several past technical employees of Krause Manufacturing to quantify repair costs, repair timelines and residual value of the Sealift if it were shipped via barge back to Washington State to an independent repair facility. These technicians estimate a repair cost of \$150K and require a 12 month timeline to overhaul and refurbish the Sealift. They also estimate the current value of the machine to be under \$200K.

Docks & Harbors is committed to meeting our maritime communities' vessel hauling needs by partnering with local businesses to provide important vessel haul-out facilities and equipment. Unfortunately, with the lack of after-purchase support, this Sealift brand boat lift is not meeting those needs. For the reasons identified in this letter, we are requesting disposition instructions for the 45-ton Sealift brand self-propelled boat lift purchased with TIGER 1 grant funds.

Thank you for your consideration of our request. If you need any further information, please contact me at your convenience.

Sincerely,

Erich Schaal, P.E. - Port Engineer

CC: Carl Uchytel, P.E. - Port Director

#



MEMORANDUM

DATE: September 17, 2021

TO: Chair Hale and CBJ Public Works and Facilities Committee

FROM: Katie Koester, Engineering & Public Works Director

SUBJECT: Proposed Passenger Fee Projects

At the August 18th Finance Committee meeting the body heard an update from Director Rogers on Passenger Fee projections for FY2022. The state allocated approximately \$12m in ARPA funds as hold-harmless payments for lost state passenger fee revenue over the past two fiscal years. Unlike typical passenger fees, these funds are not restricted to the requirements of the CLIAA settlement. Nevertheless, we believe it would be prudent to adhere to the intent of the settlement with these funds. Because there are no shortage of needs related to waterfront tourism, this should not be difficult.

After updates to forecast revenue that eliminates negative passenger fund balance there is approximately \$10.5m in unallocated passenger fees available through the end of the current fiscal year (2022). Together with the Manager's office, Docks and Harbors, and Finance, we recommend appropriating \$8.4m to the projects listed on the Table 1, leaving \$2.1m in fund balance (equivalent to one year of debt service on the 16B docks).

Per CBJ Code Title 69, Chapter 20.120(b)(3), the City Manager is required to solicit requests for passenger fee funding and share them with the Assembly. Submissions for 2021, and manager's recommendations can be found [here](#). At the time, the manager recommended expending passenger fees in FY22 on debt service and the cost of core city services out of an abundance of caution.

Projects submitted by the public for review include operational requests from 3rd parties, Docks and Harbors, and capital projects including AJ Dock improvements, Franklin Dock maintenance and the Seawalk Safety Rail (the safety rail is funded included in this proposal). Docks and Harbors advocated for passenger fee funding being distributed to the Dock Enterprise Fund; this proposal transfers \$1m to that fund.

Recommendation: Move to introduce an ordinance at the next regular meeting appropriating the \$8.4m in passenger fees/ARPA.

TABLE 1: \$8.4m Recommended Project Spending for ARPA/ Remaining Passenger Fees

\$1m	Transfer to Docks and Harbors	Docks Enterprise revenue is 100% generated from cruise ship fees. From October 2019 to July 2021 there was no appreciable revenue to the Dock Fund. The projected losses are in excess of \$1m to cover fixed expenditure in the Docks Enterprise. The proposed transfer with help ameliorate the Dock Enterprise bottom-line.
\$1m	Seawalk Safety Rail	This project would install continuous pedestrian safety railing along the face of the seawalk which is currently protected by low bullrails between Marine Park and Cruise Ship Terminal Dock. This safety measure was not possible before the installation of two floating cruise ship berths in 2017. The railing will match the standard railing details that have been installed on the recent downtown dock construction projects with horizontal wire railing and wooden top handrail.
\$3m	Statter Harbor Phase IIIC	This project will complete the implementation of the Statter Harbor Master plan by executing Phase IIIC: • Grading and paving of the uplands to better serve tour bus loading and unloading • Construction of the remaining segment of baywalk to connect the Harbor office to Glacier Highway • Completion of a kayak launch ramp • Construction of a new mixed use building at the top of the gangway which will include restrooms, a covered waiting area, and provisions for a future 2nd story for retail space. Phases I – IIIB have been completed over the last 8 years and include the new launch ramp, baywalk and vehicle and boat trailer parking areas, blasting and dredging of a new harbor basin, and installation of new passenger for hire floats, seawall, gangway and uplands grading.
\$3.4m	Seawalk	\$2.2m would deck over a triangular shaped portion of marine walk in front of Marine Park. This is a complex project for a small footprint: it involves demolishing and rebuilding a portion of old dock to maintain ADA compliant grades between the wharf and Marine Park and supporting a storm drain outfall running through the most complicated part of the new dock. The end product will be an extension of the grassy area behind Bernadette’s food cart, a second, sloped timber dock that transitions between the Wharf elevation and the Marine Park elevation, and a third small triangular structure that extends Marine Park to meet the timber dock. Remaining funds will be used to advance extension of the marine walk and other improvements to the seawalk.

Launch Ramp Survey Results

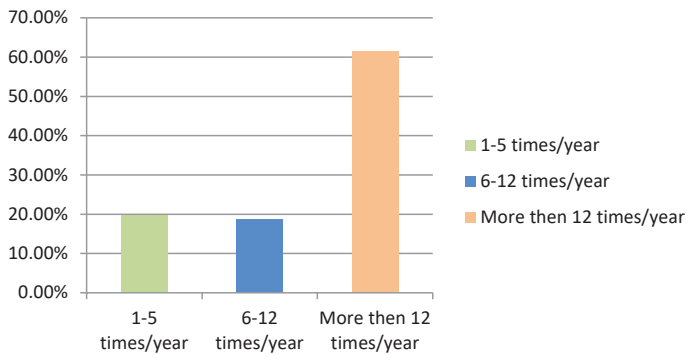
Data Collected from 8/12 to 9/13 via Surveymonkey.com

Presented to Docks & Harbors Operations Committee on 9/22 by Port Engineer Erich Schaal, P.E.

Question 1

Answer Choices	Responses	
1-5 times/year	19.66%	70
6-12 times/year	18.82%	67
More than 12 times/year	61.52%	219
Answered		356
Skipped		0

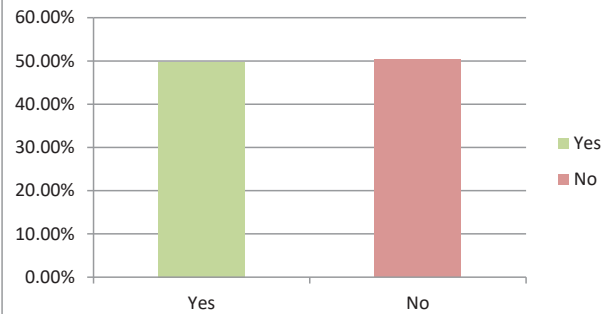
How often do you use CBJ Launch Ramp Facilities per year?



Question 2

Answer Choices	Responses	
Yes	49.72%	177
No	50.28%	179
Answered		356
Skipped		0

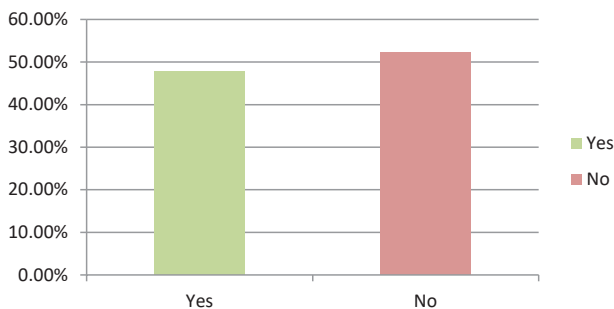
Do CBJ Launch Ramp Facilities meet your current needs?



Question 3

Answer Choices	Responses	
Yes	47.75%	170
No	52.25%	186
Answered		356
Skipped		0

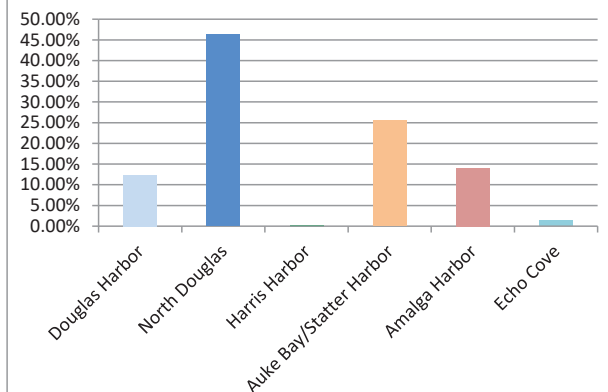
Do you think CBJ Launch Ramp Facilities will meet your needs in 10 years?



Question 4

Answer Choices	Responses	
Douglas Harbor	12.36%	44
North Douglas	46.35%	165
Harris Harbor	0.28%	1
Auke Bay/Statter Harbor	25.56%	91
Amalga Harbor	14.04%	50
Echo Cove	1.40%	5
Answered		356
Skipped		0

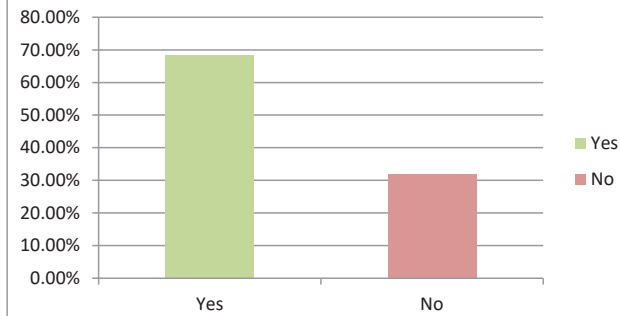
Which Launch Ramp is your preferred facility?



Question 5

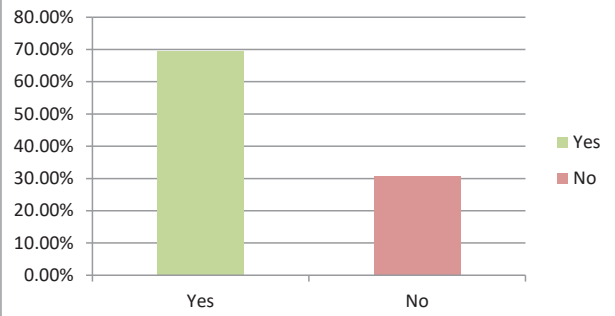
Answer Choices	Responses	
Yes	68.26%	243
No	31.74%	113
Answered		356
Skipped		0

Does ease of use affect which CBJ Launch Ramp you choose to use?

**Question 6**

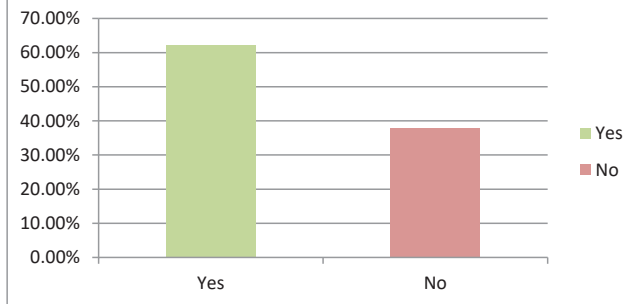
Answer Choices	Responses	
Yes	69.38%	247
No	30.62%	109
Answered		356
Skipped		0

Does parking availability affect which CBJ Launch Ramp you choose to use?

**Question 7**

Answer Choices	Responses	
Yes	62.08%	221
No	37.92%	135
Answered		356
Skipped		0

If North Douglas Launch Ramp was expanded, would you use it more often?

**Question 8**

Any comments you'd like to share?

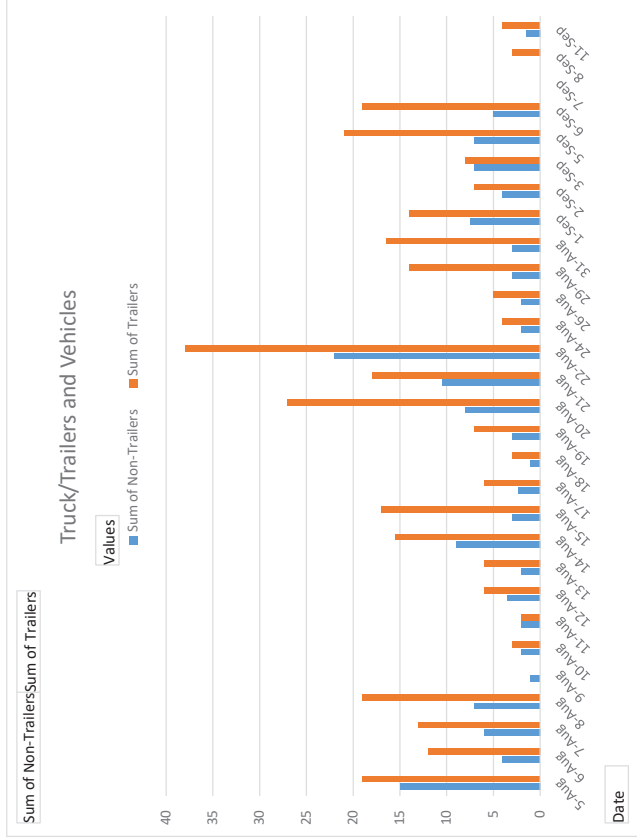
Answered	253
Skipped	103

Responses on following pages

Question 9

Optional (But Desired)

Name	151
Email Address	147
Answered	154
Skipped	202



Survey Date	Any comments you'd like to share?
	Open-Ended Response
9/13/2021	North Douglas boat ramp is just fine the way it is. Only on rare occasions is there overflow trailer parking needs. I know, I live very nearby. Expansion of the dock facility will only exacerbate the minor issues, create new traffic congestion, negatively impact the rural ambiance associated with the ramp, and therefore the appreciation of it by immediately local residents. Please DO NOT turn it into a tourist and commercial sportfishing catering eyesore akin to South Franklin Street and Statter Harbor. That's not Alaska, it's Disneyland. Yuck! Ask yourselves, who is this plan really for, locals or commercial operators?
9/10/2021	Unless there is a huge boom in people moving to North Douglas. It seems like a big waste of money to improve that ramp. Use the money where projects are needed immediately.
9/7/2021	Please consider expanding a walking and bike trail with the expansion of the N Douglas Launch Ramp. This is a safety and use consideration. There are more people walking and riding then using the ramp for boating.
9/6/2021	Fees are too high
9/6/2021	Seam if there is a ten + year wait list for assigned moorage at the north end of town, (Auke Bay, North Douglas, Amalga) would it make sense to explore the thought of an expanded facility? The current lay out and recent development in Statter Harbor is complete, shit. Not saying I know much, but after spending well over twenty years building docks, bridges, and harbors up and down the west coast from Dutch to South California, that last train wreck with the PFH float is mind blowing. The price tag per foot of moorage face must be a chart topper. I know this kind of work can be done better.
9/6/2021	You need to make the ramps wider so multiple boats can launch at a time.
9/6/2021	Please make ramps on both sides of dock at N. Douglas. Currently it's very chaotic, especially at low tide when only 1 boat can be on the dock at a time. Please expand parking.
9/5/2021	During high volume times both Auke Bay and Amalga harbors are overwhelmed and unable to accommodate users. Parking and ramp space are insufficient.
9/5/2021	For ease and speediness of launching and retrieving the launch ramps should have each side designated as launch/retrieve only. This would eliminate so many problems.
9/5/2021	Plan large.....it will fill up quickly as designed.
9/5/2021	Do not turn this into a big development like Auke Bay, I live in North Douglas and use the ramp often, and think we should be careful about attracting more business to the area which is wholly not developed for high use. Please reduce the footprint and cost for the proposal. The general area would see much more use if the second crossing is built, that might be a better time to build a larger development like you propose.
9/5/2021	N. Douglas needs improvements, not enough parking, longer dock, etc. Amalga is pretty good, I'm glad the fish cleaning station was not removed. Auke Bay improvements are great, but I dislike having to pay for parking after I've already paid for a launch permit.
9/5/2021	The ramp needs adjustment to accommodate 2 launches. Marking should be re-routed and optimized within the existing footprint. Do NOT turn N. Douglas into the ugly, destructive eyesore that CBJ has created at Aiken Bay and downtown Douglas. It is a remote area, quiet, beautiful and critical habitat for a range of species. So was Aiken Bay before it was overbuilt. It's time to stop making such monstrous mistakes.
9/5/2021	You guys are doing a great job
9/4/2021	At busy times at the ramp, it would be amazing and more efficient if there were designated side of the ramp for putting and taking out. This would eliminate bottle neck at the ramp.
9/4/2021	We love the glacier view, aurora borealis sightings, and kayaking off the beach. All year round, folks park near by for such activities. We don't need more pavement and concrete and certainly not more lights. That far end of North Douglas Hwy is a recreational byway (great for walks, bicycling, foot races, etc.)
9/4/2021	Some improvements are needed: 2-way ramp, some more parking. But huge changes including a lot more parking are not needed or wanted. No new lighting!
9/4/2021	My boat is berthed in Douglas Harbor. I put it in and take it out once per year. The facilities are very nice there.

- 9/4/2021 I took this survey earlier, but now I thought about the survey a little and I want to change my comments. After thinking about the changes you wanna make two North Douglas boat ramp and the thought of what would possibly happen. I don't think you should do anything out there cause it'll increase the traffic on N. Douglas Highway which is where I live and it'll have people coming to North Douglas to launch more frequently which will increase wait Times in and out of the water. I think the only thing that should be done there is the commercial use of the facility be addressed. 1. Move the kayak company out of the parking lot and Off the beach. 2. Don't allow whale watchers to bring in people and use of the ramp and parking lot for drop off and pick up passengers. Before the pandemic my wife and I we're seeing regularly, (mid week) a whale watch company using the ramp and the parking lot to drop off and pick up passengers mid day. For now it should be left alone till the 2nd crossing gets built.
- 9/4/2021 North Douglas launch plans sound very good for safety, convenience and useful for the growing population on Douglas Island.
- 9/4/2021 Please add kayak storage racks such as in Sitka docks.
- 9/4/2021 2nd ramp at N Douglas would be super helpful, as well as additional parking
- 9/4/2021 It would have been advantageous if Auke Bay had received four launch ramps instead of two. Location is the most important factor. And as such a popular location needs more access.
- 9/4/2021 Parking for trailers was completely full at Auke Bay during King Crab opener. Yes NDouglas ramp area has to be improved. Also think all areas could pay some for parking
- 9/4/2021 FIRE THOSE DRUG DEALING SMUGGLER XXXX BRINGING CRAP INTO OUR TOWN THROUGH HARBORS
- 9/4/2021 We have multiple boats we launch. It would be nice to not have to buy multiple permits but have one in the truck when we launch.
- 9/3/2021 Not a single kayak launcher I have seen in the past 2 years at Amalgam harbor had a launch permit on their vehicle.
- 9/3/2021 It would be nice if the ramps in Douglas were kept a lot cleaner of debris.
- 9/3/2021 You need to address the cleaning station at Amalga that plugs the ramp. Especially at low time when minimal dock is available. The practice of occupying space on the dock and cleaning fish on the end of the ramp at Amalga must be eliminated. Parking at Auke bay is a pain in the ass, having to muddle through the silly parking payment machine slows everyone down and delays the ramos ability to clear people and accommodate new arrivals. The parking for launch ramp users should be included in the launch ramp fee.
- 9/3/2021 No
- 9/3/2021 lower fees
- 9/3/2021 North Douglas boat ramp is horrible compared to all other facilities. Its in need of updated ramp, fish cleaning table, parking for car, trucks and trailers and ADA stalls to accommodate all persons. The new proposed plans would accomplish this. To many times I see people upset because of the harsh turn down the ramp and more novice trailer drivers struggling to quickly launch. With how low tide affect the n Douglas ramp it also makes it useless during minus tides. I love launching out N Douglas and hope that dock and harbors and get the funding to improve this facility.
- 9/3/2021 NO paid parking if launch at North Douglas is redone. That will affect our usage, as it is currently our preferred launch ramp.
- 9/3/2021 Consider having two ramps at each facility one for in, and the other for out. This would speed up launch use tremendously. The harbor master should be out during busy times ensuring this. Also, I have noticed most boats do not obey the no wake zone, this is frustrating for users who follow the law. Consider enforcing it.
- 9/3/2021 I use N Douglas launch ramp a lot. I find it interesting how little service it receives from Docks and Harbor. The fish cleaning table is an example. What a joke it was a handy me down from some other harbor. N Douglas launch ramp needs more parking and improved launch ramp.
- 9/3/2021 The North Douglas launch ramp is one of the busiest -At Times- ramps in the system. The parking is at an unsafe level when the user volume is up. These busy times are most all summer, derby days, 11A King crab days, and most any good weather weekend and week days. The trucks and boat trailers are parked on the road, in the bike lanes, on the banks and precariously in any spot up and down both sides of the road. While this is happening other recreational users of the area(joggers,bikers walkers etc. are in peril; I support the expansion ofthe North Douglas Ramp into a two lane launch facility with increased parking.(like Auke Bay,Statter Harbor). Thank you
- 9/3/2021 I am a 67 year resident here in Juneau. There needs to be another launch site in Auke Bay. I would say you are 10 years behind in that area
- 9/3/2021 North Douglas ramp is horrible. Too tight to get larger boats in and out of there quickly. Also, too busy for a 1 lane ramp. Juneau is a boating community. Statter is our only high quality ramp.
- 9/3/2021 I think the North Douglas launch ramp should be more maintained and have more money put into it because the tourists are starting to use it more and it is in poor condition for our citizens.

- 9/3/2021 North Douglas is extremely neglected and is in need of maintenance. All douglas patrons deserve as nice of a facility as auke bay.
- 9/3/2021 Auke Bay needs more cleaning stations that don't get blocked by parked boats. Sitka has a floating cleaning station. I don't understand why Juneau doesn't have any. If it's because of F&G staff, they can figure out getting their staff out there to wait. Especially since it doesn't seem to be an issue in Sitka.
- 9/3/2021 Parking enforcement at Amalga would be greatly appreciated. If I'm expected to have a launch pass then I expect to have parking for vehicles with trailers only enforced. To many times single vehicles with no launch pass taking up available truck with trailer parking.
- 9/3/2021 I live on Douglas so I mainly use the North Douglas launch, even though it's not my favorite. Improving the parking would be amazing!
- 9/3/2021 The North Douglas Boat Ramp needs improvement right away. The dock length is too short, especially at low tide. The ramp is exposed to the wind. The parking is terrible. Every time this summer, I had to wait about 20-30 minutes to use the ramp. I had a couple of cases with angry words with impatient users. Actually I got my trailer backed into when approaching the ramp last week. The proposed plans look promising, but you need to do something next year.
- 9/3/2021 We need to be able to handle more boats at the Statler non commercial ramp. It seems we've done more than enough to underwrite the cruise industry's revenue flow.
- 9/3/2021 More trailer parking is needed at Auke Bay.
- 9/2/2021 Please be thoughtful in how you expand the parking for North Douglas - and set tourist limits! Too many kayaks at once in the water is dangerous. Thanks!
- 9/1/2021 OHV users still park in parking spaces that I have signs that say they are for use by vehicles with both trailers only. I don't know why do they park their butt off and park parallel taking up spots or three Vehicles with both trailers can park in her office and really nasty and rude if you ask him to make space for you Apple Watch with paid for money from fishing licenses well I support having a place for all-terrain vehicles to operate Echo Cove parking lot is not one of them.
- 9/1/2021 we need improvement of the one next to grid in town harbors. I don't think you have enough room to put in the right amount of parking for north Douglas unless you are considering a large fill in area and them you probably need a breakwater. It would seem to me that a ramp & marina is needed at Outer Pt.
- 9/1/2021 I think the best project ROI would be to put a 3rd ramp in Auke. Auke has the highest use, and the highest commercial use. It also has ample existing parking.
- 8/31/2021 Put some resources into North Douglas the next round of improvements. Launch maneuvers, parking and highway access are all deficient making this facility unsafe for many users.
- 8/31/2021 This plan is WAY over-built! Are you thinking Juneau's population will grow to 100,000 in ten years? Is this plan simply a way to move local boats out of Statler so more cruise-related commercial boats (whale watching, sport charters) can serve the 2 million cruises Juneau will have in a few years every summer? Reel your plans back in, boys. Get real. Let's fix the problems = all the harbors need work. Forgot this plan of grandeur and excess.
- 8/26/2021 The only things that need to change about the ND boat ramp is an increase in trailer parking space and an extra 40 or so ft of floating dock. As it is, when the tide is low, there's barely enough dock to tie a boat up to.
- 8/26/2021 I avoid launching boat on busy weekends/holidays. Launching facility too crowded, both the dock and the parking. Don't understand why there is not an additional smaller one-lane type of ramp at Auke Bay. For one-way traffic that could switch during busy days.
- 8/25/2021 The design for the North Douglas expansion does not remove the conflict between kayakers and boaters, it makes it worse. Make a kayak launch which doesn't require novice kayakers on a tour to cross boat traffic.
- 8/25/2021 Better outhouse facilities needed at the NDgls boat launch, like at Windfall Lake cabin or Eagle Beach. ADA accessibility should be considered so people who use wheelchairs to get onto their own vessels — could be a small 6' ramp that one end could be attached to the dock and the other end could lift into the air and then down to settle on the surface of the private boat, creating a little mini bridge that a person could just roll onto from the dock. Also, better delineation for commercial tour areas off to the side that don't disrupt private boats. More benches. A large upright bin area for people to contribute firewood, but mandate no pallets unless broken apart first. Better instructions to people who have fires at the side of the road there regarding extinguishing and clean-up of fires. More bearproof trash receptacles at N Dgls ramp.
- 8/25/2021 The North Douglas ramp really needs to be expanded. Have two sides. Improve parking. Move the kayakers to the other end of the dock. Make it year round usable.
- 8/25/2021 The North Douglas launch ramp initial plan with boat launching to the east and kayaks to the west will create a potentially dangerous conflict as boats head out towards Portland and Shelter Is and kayaks head towards the Mendenhall as their paths cross. Also, I live on Fritz Cove and if the ramp is lighted, lighting should consider its impact on the neighborhood. Maybe consider shaded lights or targeted lights to prevent general light pollution in an area that doesn't have it now.

8/25/2021 This is a terrible survey. I fully support expansion and improvement of the North Douglas launch complex. Year-around dock, breakwater, additional parking, etc. Maintain vehicle access to gravel beach for skiff launches. This will greatly increase capacity of this complex and is pretty unique among CBJ launching facilities. Also development of a usable downtown launching facility should also be considered.

8/25/2021 This short survey does not address in anyway the "improvements" that are being considered. I am very much opposed to any changes that increase traffic and risk of accidents on the highway leading from town to the N. Douglas Launch Ramp. I also oppose and expansion that will increase the commercial use of this launch ramp. Commercial use needs to be confined to Harris and Statter Harbors.

8/24/2021 Where I launch from depends on where I am going. Example: I live closest to the North Douglas boat launch (and use it often), but if I drive to Haines, I will launch from Amalga, and if I'm going to Sweetheart Creek, I use the Sandy Beach ramp. The last few questions regarding my choice of boat ramp has nothing to do with the condition or design of the ramp.

8/24/2021 The Douglas bridge and highway cannot support an increase in commercial traffic or tour buses. I would not support expanding the North Douglas launch ramp if it will be a hub for tourism-based enterprises.

8/23/2021 It's sometimes rough to launch in the waves. Any help for that would be great

8/23/2021 Better fosh cleaning stations needed at amalga and n douglas

8/23/2021 The North Douglas launch ramp ain't broke, so don't "fix" it.

8/23/2021 A use and safety improvement for the N Douglas area would be to add a wide packed gravel path from the boat ramp towards outer point. On the water side of guardrails

8/23/2021 parking and having a one sided launch at North Douglas leaves a real bottleneck. having an expanded facility would be better for all involved.

8/23/2021 I support this expansion plan!

8/23/2021 Need lighting and security cameras to deter theft and vandalism

8/22/2021 Will there be increased fees? For example, who are you seeking grant for NDA through and what are the stipulations, such as having to increase fees like revenue generating DJFMP).

8/22/2021 I try to avoid stattend harbor and auke bay since it is too busy and congested. N Douglas is simpler and don't have to pay for parking. Never have issues launching or parking. I like that it is for smaller boats. Also do hanging on the beach there is parking away from the trailer area and gets you off the road, safe

8/22/2021 Your concept is nice but it could use improving. For example, in Sitka, they put the fish cleaning station out in the bay away from the ramp. This keeps the ramp from smelling and keeps traffic from backing up. Something to consider. Also, where is the parking for non-trailer vehicles? There are a lot of people who meet friends/family at the boat ramp and arrive in personal vehicles. You have a kayak staging area (kudos) but lack parking for others. Lastly, where do the commercial vendors, like the kayaking tour companies, park their vehicles and kayak trailers? This project is much needed and about 10 years overdue. Nice to see monies devoted to looking at improving the area.

8/22/2021 North Douglas boat launch is fine as is. We do not need more development and tourism in a residential area at a boat launch used primarily by locals. Keep tourism in other parts of town.

8/22/2021 Often when I go to the N. Douglas ramp it's so crowded that you have to park on the hwy, how safe is that? That ramp area needs a major revamp, ASAP!

8/21/2021 I am all for this project at North Douglas launch ramp

8/21/2021 We like north Douglas because it allows us close access to go north but the single ramp and part year access make it so we have to drive to Amalga. We drive out there just as often due to the large parking and dual boat launch. We use our boat year round and find N. Douglas is gone. The other two major issues with north Douglas is with the low tide and the wind, low tide makes it hard to use especially because it is then one boat at a time. The wind makes it hard to line your boat up as you wait in line to come in. We love having north Douglas as an option and are very happy with all harbors. We never use Auke bay though due to the pay for parking.

8/21/2021 Do we really need to spend the money? The ruggedness is part of the draw of using north Douglas .

8/21/2021 I think its great that you are working on N.D. ramp improvements. But you need to look at Echo Cove as well . There are many of us that use E.C. 98 % of the time, and can not find parking due to 4wheeler,campers etc that park in the trailer lot. You can use Auke Bay to get to the same places as N.D. but Echo is the only one that give us Berners Bay and the main land access Up North and West. So far this summer it has been totally out of control out there yet (an accident waiting to happen with boat 4 wheeler) we pay the same ramp fee with less then 1/2 the parking, rest rooms, garbage etc. Maybe a fee rate for which location you use the most, and one for 4x4's and kayakers as both of them use the areas but pay no fee. And more Harbor presence out there with fines handed out ?

8/21/2021 Currently use primarily NDouglas & would continue to do so if improved

8/21/2021 Need to double ramp and increase parking at NDH.

8/21/2021 Don't change a thing. We love being able to beach launch our skiff with the existing configuration - and hope we can also continue to enjoy driving down for bon fires and winter picnics. The launch works great now for small boaters and kayakers the way it is.

8/21/2021 Do not turn north douglas boat launch into the super-hideos paved catastrophe at Auke Bay. Small is appropriate to the North Douglas area.

8/21/2021 Please consider redoing/expanding the North Douglas launch ramp facility, it is unsafe and long overdue.

8/21/2021 Keep it small and move the kayak and commercial entities to a separate area/dock facility. Don't change what is working for the locals. N Douglas Hey is getting over loaded with traffic. A bigger facility and increased use will make it even mire dangerous. Use our tax dollars more wisely.

8/21/2021 I believe the proposed idea is a great start but needs better design

8/21/2021 Concerns about new design and winter weather effects with predominant wind direction straight onto ramp

8/20/2021 The plan looks great, please include ability to launch at all tidal ranges. It is difficult to launch at North Douglas below a 3 ft tide.

8/20/2021 North Douglas boat ramp and parking needs improvement

8/20/2021 South Douglas launch ramp is very dangerous in the dark. Have any cbj employees used it in the winter..its dangerous and needs lighting ASAP. He'll, I'd donate my time to install all the light poles. Amalga needs resurfaced. Rips apart the trailer. Can we afford the renovation for North Douglas? I like it but it isn't cheap. When boat launch permit is over 100 a year I am leaving juneau. #idiculous.

8/20/2021 1. This should not become a commercial site, like Statter. 2. Be respectful of neighbors: no lights, keep noise buffers. 3. Large vessels should not be encouraged. 4. Heavy pedestrian, bicycle traffic there, should not be impeded or endangered by any changes. 5. Expansion should not be in direction of neighboring homes.

8/20/2021 I support an enhanced boat ramp and parking facility on North Douglas. I think if the new facility was thoughtfully and intentionally designed to have safe entry and exit off the highway, as vehicles are usually moving 45-50 mph by there and if a truck and boat is pulling out, it is dangerous. I would also significantly like to see some gravel or paved walking trails along the water from the boat ramp out to False Outer Point parking lot. I think this could really enhance the area and clean up the highly trafficked walking/running path along the highway.

8/20/2021 This is a need for north Douglas. Please note the high speed most drivers are doing out near there coming around the turn. It's dangerous sometime currently exiting. Please consider that with this plan. Having more parking will be great!

8/20/2021 The "Auke Bay" proposal for N. Douglas is above and beyond what is needed now and into the future. It will degrade the existing environment and make it impossible for people to drive down to the beach. I can understand and endorse a smaller expansion to this plan. Please keep your Disneyland plan on the mainland and out of N. Douglas

8/20/2021 We use N Douglas because it is the closest to our house - our neighborhood boat launch. As plans are made please don't displace current neighborhood users by the

8/20/2021 We avoid North Douglas because it's difficult and sometimes unsafe.

8/20/2021 North Douglas is the least user friendly launch ramp in Juneau even though it often is very busy during the warmer months.

8/20/2021 Any design that would avoid a 90° boat ramp turn would be an improvement

8/20/2021 Leave the acces to the beach.

8/20/2021 I can't use north Douglas much of the time. Between my 2500 towing my 26 foot here's craft, if there are any vehicles parked in the vicinity of the ramp. It makes it difficult to get in and out. Think an improved north Douglas ramp is a hell of an idea.

8/20/2021 Leave the North Douglas launch ramp as it is. No to increased commercial usage. This is a rural area, please keep it that way.

8/20/2021 N/A

8/20/2021 If expanded DO NOT charge additional parking like Auk. It's the sole reason I drive other places to launch.

8/20/2021 Strongly support improvements to North Douglas launch. Very important fishing and boating access for the community, with so much potential!

8/20/2021 A floating breakwater of logs or concrete would help in the winter alot. The swell surge from lynn canal rolls right in there. Also all the rock you need for this project is just out the road a mile or so. Open a new Rock quarry there it will help for future N. Douglas expansion. Then move AML out there with a second crossing.

8/20/2021 I have 25 ft boat, and it is difficult to launch at North Douglas. Low tide also an issue. parking very limited. I live on North Douglas and generally drive all the way to Statter.

8/20/2021 I am very much in favor of improving the North Douglas launch ramp. The existing ramp is too limited (parking space, maneuverability) so I have to drive out to Auke Bay.

8/20/2021 One of the reasons I don't use North Douglas is parking. I would use it more if there were better parking and another ramp. Please go forward with this project.

8/20/2021 We live near Auke Bay, so N. Douglas isn't particularly handy for us.

8/20/2021 North Douglas ramp needs this proposed change, the current lack of parking is frustrating and not safe with traffic on the highway and everyone parking on the side of the highway.

8/20/2021 I believe at fiscally irresponsible to build this facility. There is simply no need for this facility, while it's more convenient to launch in north Douglas, it doesn't justify this expense in these questionable times when we have a big beautiful boat launch fifteen minutes away

8/19/2021 Please update the north Douglas boat launch....I prefer it because of its location, but it is very frustrating how congested it gets...especially at lower tides.

8/19/2021 Will the new design have docks out and open year round? Can you still launch small skiffs and inflatables from the beach? Do we really need it? I mainly use the ND boat launch and rarely have to wait long to launch or retrieve.

8/19/2021 Proposed design is great. Please keep vehicle access to beach as it allows launching of kayaks and small skiffs very easily. Definable need more parking and a two lane boat launch at N Douglas. Low tide is presently a huge issue as there is very little floating dock in water which further slows launch and recovery of vessels. I like your proposed design a lot. Great work!

8/19/2021 Looks like a great design. The expanded parking would greatly improve safety for motorists and cyclists along N. Douglas Hwy. by reducing the number of vehicles parked on the shoulder. This concept would really complement Statter Harbor by offering Douglas and downtown residents expanded access to Auke Bay and Lynn Canal. Bathrooms (vault toilets) should be considered, if funding allows.

8/19/2021 I like your design concept. I definitely think the piles should go in the middle of the dock or at least give three feet of clearance on either side of them as this is a huge pain in the butt at Auke/Statter and you'll notice most favor the bigger side over the other. I would also add an additional blue room over near the beach access side. If you're going to start charging for parking then you may as well just leave it the way it is I think \$5 a day to park is a bit outrageous considering we already pay for the use of the launch ramp or maybe only charge parking for vehicles that don't have a trailer I mean to be honest I wouldn't mind paying \$150 a year for the boat launch permit if it included free parking while hooked to the permitted trailer.

8/19/2021 North Douglas is long over due for a more efficient launch ramp that can accommodate launching on both sides.

8/19/2021 I own and 18' skiff, and I use N. Doug very frequently because: 1) access to North waters; and, b) if the sole boat ramp is busy, I can launch and/or pull out using the gravel beach. However, the parking is bad, and the fact that only one, short ramp is available makes the site seriously deficient.

8/19/2021 I live on Douglas so use ND bc it's convenient. N Douglas could probably use some improvements but the drawing linked to the Empire article shows way more than needed. 100 trailer spaces? How many are at Auke Bay? How about making 25 good spaces. Yes there's days when there's more trailers than that but no need to build for the one weekend there's 30 trailers out there. What's bad about having a few trailers on the highway a few weekends a year?

8/19/2021 Parking kiosks reject credit cards even though they are legitimate. Pilings need to be in center of dock to prevent dangerous reach-around. Survey takers need to be OFF the ramps so captains full attention are focused on docking duties.

8/19/2021 Docks and harbors should hire Kevin Dugan, Auke Bay by far most used followed by Amalga. Phased upgrades at this facility are awesome. I only see more use for other facilities.

8/19/2021 Please put time and effort into improving access to ND boat launch.

8/19/2021 North Douglas ramp offers good access, but there is not enough parking and it would be nice if there was the ability to launch from both sides of the dock.

8/19/2021 There is an increased need for parking and care of ramps at both Douglas Island ramps

8/19/2021 Please for the love of all that god!!!! Put the dock piles in the center of the float unlike Auke bay and Amalga harbors launch ramps

8/19/2021 If a pay for a boat launch fee for my trailer, why am I paying for parking at Auke Bay and Auke Bay only? That should be included just like the other ramps. If kayaks can use ramps, why are they not paying a fee, seems a bit unfair to people that pay. All harbors need better fish cleaning facilities with fresh water to clean and could use ice machines. Ice machines would pay for themselves and a lot of improvements.

8/19/2021 This conceptual plan is terrible and if done would adversely impact Auke Bay and North Douglas Recreational use. Don't do it.

8/19/2021 The north Douglas launch ramp is our preferred location to launch, but we often avoid it due to there only being one launch lane. If it is expanded it would be helpful to either separate the kayak/motorized launch areas or create better access. We use both kayaks and a boat, but will no longer launch our kayak here after getting yelled at by motorized users nearly every time we have tried. It's only feasible for kayakers at low tide when you can drive a vehicle onto the beach. Have also seen people launch boats this way when it is busy.

8/19/2021 North Douglas launch has been needing an update for decades. I am very happy you are starting the process.

8/19/2021 I probably use the NODO ramp 50+ times a year because I live on North Douglas. I think a double ramp and expanded parking would be a nice improvement. I have changed my ramp times to avoid people. However, a few times a year, I have to wait more than an hour to launch or recover, and a second ramp would likely eliminate that problem. My boat has been hit multiple times because many people cannot safely launch/recover on the single ramp.

8/19/2021 Please add a pumping station for holding tanks somewhere in the plan after you pull the boat. This will allow folks to use that and not dump overboard. It is not convenient to empty the holding tanks at Juneau's harbors. Thank you!

8/19/2021 I have a small row/sail boat, and use the ramp frequently. I try to avoid ramp circus launches and fishing crowds in the cove on weekends. I applaud the efforts to expand the facility, but am saddened at the thought of sharing the area with even more traffic. Ah well, "progress". Keep up the good work, you guys rock.

8/19/2021 Haven't used for several years. News article proves you know what the problems are that need fixing. Years ago you were going to do the improvements, but, dealing with the state caused you to put the money elsewhere. The ramp is perched at the edge of an abyss. I have a triple axle trailer. At low tide, need to have friend watch so I have a least one axle on the ramp or disaster. One time, a 4x4 pickup and single axle trailer was parked straight ahead after launching and just pulled up into the brush. He could just back straight down to the ramp on his return. BUT, his trailer was in the way for large trailers to make the 90 degree turn. Wish you would put a rock (to large for him to move) in the way to prevent this situation. Thank you very much.

8/19/2021 I'd like to see a public dingy dock downtown for Juneauites to access downtown Juneau via water. Maybe it allows for 1-2hr mooring .

8/19/2021 The only improvements needed for the N. Douglas boat ramp are some more off-street parking. That might require some more fill and some excavation to make for flatter parking, but moving the launch ramp and adding a kayak launch area is unnecessary. Adding lighting is also a bad idea. Would require more maintenance and would detract from the view. The sharp turn required for launching now is a benefit, not a flaw. It forces people to learn how to navigate their trailers before they even hit the water, which weeds out the amateurs. The sharp drop off at the end of the ramp is also a good thing, as it allows deep draft boats to make quick visits to the float at most tides.

8/19/2021 Aiken Bay does a great job separating commerce from residential use. Would hope ND design could incorporate same elements.

8/19/2021 All users, including kayak and tour businesses, should share in the costs. An appropriate user fee should be considered.

8/19/2021 Thank you for including an area for kayak launch!

8/19/2021 Parking and ramp conditions dictate how often I use it

8/19/2021 The North Douglas launch serves many people. In its current state it is inadequate. I hope the city decides to invest in making it a more desirable launching area.

8/19/2021 when i look at the concept, my initial thought is here is another cost increase to my useage of the facilities to facilitate another tour or guide service at my expense.

8/19/2021 We would almost certainly get a slip in the new N Douglas Harbor if it were available.

8/19/2021 Please do not require payment for parking at the ramp.

8/18/2021 I say I wouldn't use it more often because I already use it 99% of the time I launch my boat now so I can't use it more than I do now.

8/18/2021 Additional ramps and/or more organized parking at N. Douglas would be welcome, but not if attached yo additional parking fees (like Statter Harbor).

8/18/2021 I applaud the concept and it's goal however I do have concerns of the impact any additional fill would have on the tidal flow in the area and how that may affect fishing, particularly in June and July for hatchery kings. The N. Douglas launch is sparsely used in the winter and seems adequate for those who use it. For improved summer launching, a seasonal two lane/two sided launch in the current location would be sufficient. The wind can sometimes make docking a hassle. Having two sides to dock a boat would make the facility much safer and user friendly.

8/18/2021 North Douglas vehicle access to launch from the beach (not using the ramp) and drive vehicles on to the beach is the best feature of the North Douglas facility and beach access should be retained in any upgrades.

8/18/2021 North Douglas launch is hard to get in and out of and at certain times of the year parking is impossible, so I am forced to go elsewhere

8/18/2021 I currently use the launch facilities at Auke Bay approximately 80-90% of the time, even though I live within a few miles of the North Douglas launch ramp. The poor design of the North Douglas launch facilities for larger vessels/trailers makes it almost unusable for me. If the North Douglas facilities were improved for larger vessels I would use them almost exclusively.

8/18/2021 The boat launch in North Douglas is well overdue for improvements. It should be expanded more in line with Statter Harbor or Douglas Harbor. This will serve any expansion in North Douglas for the future.

8/18/2021 Install a live camera like Auke Bay and South Douglas so we can see the weather out there

8/18/2021 A 25 year plan would be good.

8/18/2021 Please add a light to the end of the float at the existing North Douglas launch ramp. It can be hard to find the launch when you are coming back in the dark or in fog. This addition doesn't need to wait for the major improvements that are being discussed

8/18/2021 Hoping to get an electric boat and would love access to a charger there.

8/18/2021 We really feel that there needs to be two pull-out ramps to keep up with the boat traffic in the summertime at N Douglas ramp. Also the sand buildup on the ramp is a problem. Moving the access from the water in towards the cove area would probably help a lot with the wind/currents problem at the ramp. It would also be nice if the dock portion could be in place for a longer portion of the year instead of April through October. Thanks!

8/18/2021 Expanding the North Douglas launch zone would be a massive improvement to the city's launch facilities. I know that I would be more inclined to use it if it were upgraded.

8/18/2021 The North Douglas ramp has a few issues: the ramp is not extensive enough for very low tides, the single ramp requires me to often "float about" waiting to get to the dock OR I find myself waiting in the lot for up to 30 min. waiting to launch. Lastly, the parking is not adequate and the removal of the dock portion every fall means I have to drive much farther to the Auke Bay ramp so I can go hunting. The North Douglas Launch is the one that very much needs improvement.

8/18/2021 New construction on North Douglas boat launch would be amazing and is much needed

8/18/2021 I like the N Douglas launch the way it is and think big changes like a larger parking lot are unnecessary. Lot area is big enough.

8/18/2021 Less while boat

8/18/2021 I think the plan for N Douglas looks good.

8/18/2021 I won't use it because it's too far from my home but perhaps others will use it creating less use at other launch ramps. And please quit making us pay for a launch ramp permit AND parking. And others such as kayakers who use the launch ramp should be policed for permits too. Not just the boat owners!

8/18/2021 More native art should be included in this update

8/18/2021 I support a year round launch ramp in North Douglas. I do not support the proposed design as I believe it's foot print is too large.

8/18/2021 Please make North Douglas launch more usable! I have a 24 ft almar and can't launch unless it's greater than 1.5 pos tide, or have an extra hour or two due to boat traffic of people coming or going on a single ramp.

8/18/2021 thaks

8/18/2021 Would be a great thing to improve North Douglas

8/18/2021 No

8/18/2021 Your plan for the North Douglas ramp is wonderful! Please build this.

8/18/2021 location most convenient to home is why we use N Douglas most often. Since it's smaller, it's generally less of a zoo than other more fancy ramps so we like that as well and see no point in driving further to a facility with more hassle. While I agree some improvements would probably be good, the big thing you have drawn seems quite unnecessary. Scale it down by at least half and you'd be in the ballpark for the real need out there. Main need is a ramp that works well at any tide. You have to be good at backing up a trailer to use it but that doesn't deter us at all.

8/18/2021 I would LOVE to see a North Douglas boat harbor and would pay double/special assessment just to have that convenience

8/18/2021 North Douglas is a much better location than South Douglas but is much more difficult to use. Neither ramp has enough parking.

8/18/2021 I would prefer to be able to buy an annual parking pass for Auke Bay rather than having to pay daily. I would be okay paying a little more for the annual launch permit, but I'm not in favor of adding additional daily charges to other launches.

8/18/2021 The south douglas parking lot potholes are severe. Additionally, there usually a pothole at the top of each ramp. Also, many trailers seem to be parked there indefinitely. At least one boat on a trailer has been parked for most of the summer. Both north and south Douglas boat launches could use a light for darker times of the year

8/18/2021 Parking is limited, floats are in poor condition and does not provide enough space for launching more than one boat at a time. It should have space to tie up for loading and unloading. Needing adequate cleaning station and restrooms. Fishing dock for non-boaters would also be nice to see. There are more people using the beaches along the highway and it would be good to see dedicated pull-out areas with fire rings.

8/18/2021 The entire North Douglas / False Outer Point beach road area is * LITTERED * with pallets, trash, burn pits etc. I use this boat launch frequently and have also punctured my tires frequently (twice in one year). Before any considerations of expanding the boat launch is considered, we need to first CLEAN UP, MAINTAIN and ENFORCE the fire/burn pit/pallet burning laws and codes in place, especially this area of town. I understand it is 'out the road' but that is not a suitable excuse. Any time, money, effort spend on expanding the North Douglas boat launch should be matched, or exceed efforts to clean up, revitalize and allow ALL citizens to use this stretch of beach, as they see fit. You cant even walk your dog on the beach it is L I T T E R E D with nails. I have reported this to JPD, CBJ, USDFA and no one does ANYTHING about it. I nary have the time, nor ability to clean up this stretch of beach myself and I think CBJ should have a real focus on the current state vs the current usage of this area, boat launch and general recreation all considered. It is neglected, trashed and very unsettling. By far, the dirtiest stretch of beach in all of southeast Alaska (I've been to many, many of them...) PLEASE PLEASE PLEASE stop all the burning of pallets/trash out the N. Douglas corridor/False Outer Point/Boat launch area. Setup hidden cameras, perform patrols on 'nice nights', do something, before we even think of expanding the use of this area. THANK YOU

8/18/2021 Only concerned with entrance/exit to Launch facility to/from highway.

8/18/2021 The kayak tour company needs to make sure their customers are not blocking launch ramp traffic. They currently allow their customers to block launch ramp traffic and restrict the use of the facility for those of us who have purchased a permit to use the N. Douglas launch ramp.

8/18/2021 Full bathrooms and fish cleaning stations are important features

8/18/2021 Need security cameras and lights. I have had my vehicle broke into twice and gas stolen from my vehicle twice.

8/18/2021 the existing parking lot is dangerous and many users experience damage to vehicles due to the lack of maneuvering space.

8/18/2021 I would like to see the uplands project for vessel maintenance ahead of this project. Better parking is needed at N Douglas though.

8/18/2021 I would like to see more parking, a longer dock with two launch ramps.

8/18/2021 Would it make sense to have one entrance and one exit to make traffic easier? I do appreciate plans to add a kayak launch ramp. Please make sure the slope is gentle enough for all to use. A small launch dock would also be a good idea. This makes it easier for older kayakers, such as myself. Thanks!

8/18/2021 I'm supportive of the planned improvements. It should be twin launch ramps in the location identified in the plan

8/18/2021 Nope

8/18/2021 North Douglas Was supposed to be done 10 to 15 years ago

8/18/2021 Please don't make another launch that requires payment to park in addition to a launch permit!

8/18/2021 Juneau is in desperate need of more permanent and transient moorage. The number of vessels and total users has grown, however harbor improvements have not kept up at the same pace.

8/18/2021 As someone that really loves boating, more facilities the better. Really wish we'd gotten a third launch ramp at Stater. Given that, the recent improvements at all the Harbors (and Port) are great to see, appreciate all the work by staff and the Board. As a recent addition to the wait list for a larger stall in Auke Bay, you can probably guess what my number one interest is. I've seen the plans to push out the breakwater etc., hopeful that comes together.

8/18/2021 I use north Douglas boat launch about 90% of the time. I think it is ridiculous that a 90\$ fee is required to use this primitive facility. The launch should be expanded to a two sided launch. Having boats launch and load on the same side creates a bottle neck that causes delays up to 45 min on a busy day. Parking should be expanded. Parking is inadequate (bordering ridiculous) with the best spots on a grass hill. Garbage service should be added. There is no garbage service at the launch and I am constantly picking up other boater's trash. Decent bathroom facilities should be considered. If the city is unwilling to improve this launch, it should be for local noncommercial use only. Commercial use exacerbates the inadequacies of this site.

8/18/2021 N Douglas launch ramp would be used more if not limited by tide and allowed for 2 lanes to launch and retrieve boats as well as extended parking. Also year round use would be beneficial for winter use.

8/18/2021 Please improve Echo cove launch with an actual walk out dock that would make it easier to use.

8/18/2021 North Douglas Launch Ramp is a dangerous situation for many different reasons. The ND Launch Ramp and Parking needs to be fixed.

8/18/2021 Paving at Douglas and expansion at North Douglas should be the priorities.

8/18/2021 North Douglas has been in need of an upgrade for many many years, please do it

8/18/2021 The ND ramp is a hazard and accident waiting to happen with the crowded situation. It has been virtually ignored for needed improvements for 30 plus years. It needs a dual ramp, expanded parking, and ideally a floating breakwater. It needs to have the commercial tours moved further away, as the users and commercial tours are incompatible..

Thank you

8/18/2021 At launches where water is available it would be nice to have a boat/trailer rinse off station. Also it would be nice if there were fish cleaning stations, but with separation from active lunching/hauling.

8/17/2021 We use which ever launch ramp is closest to where we want to fish. Not ease of use or parking. Prefer free parking since we already buy a launch permit.

8/17/2021 Way too much design here. Small improvements would be nice—like a little more parking and a ramp that doesn't go so dry—but your design is overkill. We use it all the time and it meets our needs adequately.

8/17/2021 I would like the Statter Harbor dock extended to accommodate more recreational boaters

8/17/2021 Add a skate park in the plans and maybe a covered bbq warming hut

8/17/2021 The North Douglas boat launch definitely needs an upgrade and should be next on the list if you are going to continue to charge for its use. The dock barely holds one boat at low tide, the fish cleaning station is unusable without fresh water to keep it clean, and we are too nervous to leave our car there overnight.

8/17/2021 This is LONG overdue. Current design is crappy, inefficient, and you can't use the dock at a very low tide. Improving and expanding the N. Douglas facility would bring the launch area up to the code that we all expect.

8/17/2021 Where can a frequent user of N Douglas ramp view the detailed plans Based on the rough drawing in the FB post I would be curious to know * the elevation change between the highway and the parking lot... * What length truck and boat was used to calculate the entrance 90deg radius turn to enter the make ready line * will the curbs be roll back style * will this now become pay to park * will the dock stay in the water year-round * will a fish cleaning station be installed on the ramp * will the trailer parking spots be marked trailers only Thank you for any answers you can provide me Jay Srader. 9369 N Douglas Hwy 907-723-1459

8/17/2021 North Douglas is a nightmare to launch from. My life would be great if the ramp was improved.

8/17/2021 Make the ramp good for two sides and more parking

8/17/2021 2 lane lunch ramp for North Douglas would be great and some lighth for easy to locate the ramp

8/17/2021 North Douglas boat launch dearly needs this improvement! It long over due!!!

8/17/2021 lack of convenient parking and dock dimensions cause me to use other facilities

8/17/2021 Fresh water washdown would be a nice addition to the parking areas.

8/17/2021 Improving N Douglas critical Only 1 side short ramp not much parking exposure to west winds gets more traffic than it can handle!

8/17/2021 Auke bay is a well designed boat launch facility. Please make others similar with adequate parking, ramps that can be used at all tides and improve the waterfront for all (fishing piers, pavilions, etc.)

8/17/2021 Would relieve strain on auke bay traffic for sure.

8/17/2021 It's too far to tow from the Valley to N Douglas. I've used N Douglas but it is hard to use with a 25' boat. Good to see you are planning on improving it!

8/17/2021 North Douglas needs More parking, dog leg approach is difficult for a lot of users. Harris harbor needs some sort of tie up to leave boat while retrieving vehicle

8/17/2021 Where does the money come from? I'd prefer to see more support for more sustainable recreation than personal use boating.

8/17/2021 Some of my favorite fishing spots are very close to the N. Douglas ramp. I don't use it because of the shortage of trailer parking, the short dock, and the Commercial Kayak traffic and pedestrians (in a regular cruise season). There is a lot going on in a very condensed space

8/17/2021 Fix the North Douglas one first

8/17/2021 If the parking is expanded, will users have to pay to park similar to Auke Bay? If so, please work on adjusting the launch ramp permit fee, to eliminate parking fees. Or just have parking fee and no launch ramp permit. NO FISH CLEANING STATION ON DOCK!!!!!! This will clog the ramp similar to Amalga, and attract bears/sea lions. Make the ramp accessible for launching at any tide, similar to Statter.

8/17/2021 I'm a newbie at backing with a trailer, so I don't currently use N. Douglas at all. Would definitely like to.

8/17/2021 We should have another harbor on North Douglas

8/17/2021 I favor Auke Bay now because the parking situation is much better than N. Douglas. I would use ND more often if parking and the ramp itself were improved. At AB, I'd also like to see some guidance about putting in/taking out, so there's a little more order when it gets busy. (Boats coming out often get stranded farther out the dock. Maybe if one side were to come out and one to go in during busy times that could be alleviated?)

8/17/2021 The N Douglas launch is a shit show! With multiple users for different uses trying to jockey all at the same time there needs to be some expansion! Kayakers, beach launchers, and permitted launchers it is too much for one launch ramp and a few parking spots!

8/17/2021 Need an area for kayaks.

8/16/2021 I love the new ND ramp design. Please don't let Margo talk you out of it this time 🖤

8/16/2021 I believe north D is an excellent location, in need of expansion to include a breakwater for shelter

8/16/2021 Is like to see the plan

8/16/2021 I know you guys pull that ramp out every fall and put in every spring is the new spot considering the weather and the wind in that area?

8/16/2021 This is a much needed project and it cannot happen soon enough.

8/16/2021 Videos about using the Auke Bay ramp on how to be a considerate user would be great. Tensions get high when someone does something odd.

8/16/2021 I live in the Auke Bay area, so I'm not a frequent user of the N. Douglas ramp. However, if I lived closer to there, I would like to see a better facility.

8/16/2021 Too many cruise ships.

8/16/2021 Please update the north Douglas boat launch. The idea to protect the launch from the westerly and easterly winds is fantastic!

8/16/2021 I would use North Douglas much more if the ramp was improved and there was more parking.

8/16/2021 North Douglas boat launch is a very high traffic boat launch in spring and summer. Often times have to park on the side of north Douglas highway. This concept is very good, and would prefer a double side launch for the community.

8/16/2021 Protect the north Douglas harbor from the strong currents with a break water and improve the dock to prevent damaging peoples boats. There is substantial hardware exposed that poses risks to boats, especially with the presence of the current and the wind.

8/16/2021 North Douglas is terrible. Over crowded with impatient people. It's difficult to make the hard left turn to get back to the parking lot from the ramp.

8/16/2021 They should make it a 2 ramp launch/double ramp in north Douglas. No reason not to be

8/16/2021 North Douglas should be expanded out and made a double dip ramp

8/16/2021 North Douglas 4 LIFE!!! Stop wasting my tax dollars on every where else

8/16/2021 Build a new double launch ramp at north Douglas and put in lots of parking!!!

8/16/2021 Cbj missed an opportunity at Auke bay, we should have a putting in dock and a pulling out dock. That's 2 docks 4 lanes.

8/16/2021 N. Douglas MUST HAVE: Year-round use. Lots of lighting. Snow removal. Adequate parking which it likely need to be twice what the design shows.

8/16/2021 I'm sure it's already on the chopping block but I think amalga harbor should get attention too. I believe it's usage it higher if you take tourism/kayaking out of the North Douglas equation.

8/16/2021 Lights would be nice. I use south douglas and amelga a lot during fall and spring. Can be hard to see early or late in the day. Maybe motion activates to save on power.

8/16/2021 Please offer an annual pass for Auke bay. Getting parking every time we need to launch is undesirable.

8/16/2021 Please rebuild the north Douglas ramp as soon as possible. There is inadequate parking and I have to drive to Auke bay many times to launch my boat.

8/15/2021 I think expanding the footprint of the Douglas launch ramp isn't necessary and takes away the beach where there is good space for fires and northern lights viewing over the glacier

8/14/2021 Statter launch ramp is amazing. Make North Douglas just like it!

8/12/2021 I really like the concept for the north Douglas over haul, the worst parts about it now are the entry/exit from ND Hwy, and the parking, as well as the docks horrible condition and the general difficulty of the sharp turn on the launch ramp. It's one of my favorite areas to launch out of and I use if more times a year than I can count, but it would be really awesome if it was just a lot better.

8/12/2021 No

8/12/2021 My compliments to a facility that provides a ramp and parking lot that work fast and convenient

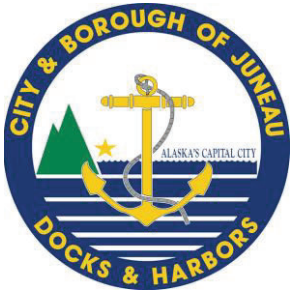
8/12/2021 I don't currently use North Douglas due to the dog leg and lack of parking.

Taku Harbor Boarding

Float Repair

September 2021





Port of Juneau

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

From: Port Director
To: Docks & Harbors Board
Via: Docks & Harbors Operations-Planning Committee
Date: September 17th, 2021
Re: Renaming New Infrastructure: Peratrovich Plaza

1. In December 2020, the DWI (Downtown Waterfront Improvement) project was completed. This \$12.5M project expanded the Seawalk and added bus staging area in a property lot recognized in the Assessor's Data base as Archipelago Lot 2. The term Archipelago is often used by Docks & Harbors staff to describe this general area. Docks & Harbors staff has contemplated other appropriate names which would provide wayfinding opportunities to this area along the waterfront, but none were generally descriptive to the new development.

3. Crystal Worl, with partnership with CBJ, created and recently installed a 60 foot by 25 foot mural of Elizabeth Peratrovich along the face of the south-facing wall of the City and Borough of Juneau's Downtown Public Library and Marine Parking Garage. This mural is now a promulgate feature in the area which Docks & Harbors manages.

4. The Docks & Harbors Board has previously made recommendations to the Assembly regarding facilities names. It seems appropriate to consider renaming this portion of the Seawalk and the bus staging area: Peratrovich Plaza or something similiar. Docks & Harbors staff has not yet consulted with the designer of the mural nor the Peratrovich family. An interesting historic side note, is that the consulting engineering firm for the development is PND Engineers. The "P" stands for Roy Peratrovich, Jr who is the son of Elizabeth.

#

Encl: (1) Photo of Mural on Marine Parking Garage
(2) Biography of Elizabeth Peratrovich



A Mural in Juneau commemorates Elizabeth Perovich

Elizabeth Perovich—whose Tlingit name is *Kaaxgal.aat*, a member of the Lukaax̂.ádi clan of the Raven moiety—was born on July 4, 1911 in Petersburg, Alaska during a time of extensive migration in the territory. She was lovingly raised by adoptive parents, living in various small South Alaska communities throughout her childhood. With a passion for teaching, Perovich attended college in Bellingham, Washington where she also became acquainted with her husband, Roy Perovich, who was a student at the same school. The couple married and moved to Klawock, Alaska where their role in local politics and Elizabeth's knack for leadership drew her heavily involved with the Alaska Native Sisterhood, one of the oldest civil rights groups in the world, leading to her eventual appointment as the organization's Grand President.

Seeing both access to lawmakers who could help effect change, the Perovichs moved in 1941 with their children to the Alaskan capital of Juneau, where they worked with blatant discrimination. When attempting to buy a home in the city, they were denied when they saw the way of Alaska Natives denied. Instances like these were unfortunately common for Alaska's Indigenous populations and further motivated Perovich to take action in the name of systemic change.

Elizabeth and Roy worked with others to draft Alaska's first anti-discrimination bill, which was introduced in 1941 and failed to pass. On February 5, 1945, following years of pressure, a second anti-discrimination bill was brought before the Alaska Senate, and Perovich took to the floor to deliver an impassioned call for equal treatment for Indigenous peoples. She was met with thunderous applause throughout the gallery, and her moving testimony is widely credited as a decisive factor in the passage of the historic Anti-Discrimination Act of 1945.' - Google



8.2.2 (138) p.527



REQUEST FOR PROPOSALS

RFP DH22-008

PROFESSIONAL SERVICES FOR HARBOR & PORT RATE STUDY

JUNEAU, ALASKA

Issued by: _____
Carl Uchytel, Port Director

Date: September 30, 2021

Request for Proposals

RFP DH22-008

Professional Services for Harbor & Port Rate Study Juneau, Alaska

SERVICES REQUESTED: The City and Borough of Juneau (CBJ) Docks and Harbors requests proposals from qualified firms to provide professional services in developing sustainable and equitable harbor rates for the existing facilities and to strategically guide future development within CBJ Docks and Harbors managed small boat harbor facilities.

DOCUMENTS: Request for Proposal (RFP) documents may be obtained from the CBJ Port Director's Office, 76 Egan Drive, Juneau, AK 99801, telephone (907) 586-0292. Documents may also be found on the Docks and Harbors website at http://www.juneau.org/harbors/proposed_regulations.php. It is advisable to sign up for the plan holders list with the Port Director's office in order to be notified of addenda that may be issued for this RFP.

QUESTIONS REGARDING THIS RFP: Carl Uchytel, Port Director, is the sole point of contact for all issues pertaining to this procurement (phone 907-586-0292, fax 907-586-0295, Carl.Uchytel@juneau.org).

PRE-PROPOSAL MEETING: A non-mandatory pre-proposal meeting will be held in TBD of the CBJ Municipal Building at 155 S. Seward Street, at **10:00 a.m., Alaska Time on October 19th, 2021.** Persons interested in submitting proposals are encouraged to attend. Conference call capability may be available for the Pre-Proposal meeting. Proposers intending to participate via teleconference shall notify the Port Director's Office, at 907-586-0292, or email teena.larson@juneau.org by 4:30 p.m., on October 15th, 2021.

DEADLINE FOR PROPOSALS: Seven (7) copies of the proposal, in a ***sealed envelope***, must be received by the Port Director prior to **2:00 p.m. Alaska Time on November 9th, 2021,** or such later time as the Port Director may announce by addendum to plan holders at any time prior to the submittal date. Proposals will be time-stamped by the Port Director's Office, which will establish the official time of receipt of proposals. Late proposals will not be accepted and will be returned unopened. Faxed or emailed proposals will not be accepted.

Proposal documents delivered in person or by courier services must be delivered to:

PHYSICAL LOCATION:

City and Borough of Juneau
Docks and Harbors, Port Director's Office
76 Egan Drive, Second Floor
Juneau, AK 99801

Professional Design Services for
Harbor & Port Rate Study
RFP DH22-008

The Port Director's Office phone number is 907-586-0292, and fax number 907-586-0295.

Proposal documents delivered by the U.S. Postal Service must be mailed to:

MAILING ADDRESS:

City and Borough of Juneau
Docks and Harbors, Port Director's Office
155 South Seward Street
Juneau, AK 99801

Note: Mailing/delivery times to Alaska may take longer than other areas of the U.S.

Please affix the label below to the lower left hand corner of the envelope in which the RFP is submitted.

IMPORTANT NOTICE TO PROPOSER To submit your proposal: 1. Print your company name and address on the upper left corner of your envelope. 2. Complete this label and place it on the lower left corner of your envelope <table border="1"><tr><td> PROPOSAL NUMBER: RFP DH22-008 SUBJECT: Professional Services for Harbor & Port Rate Study DEADLINE DATE: PRIOR TO 2:00 P.M. ALASKA TIME </td></tr><tr><td> SEALED PROPOSAL </td></tr></table>	PROPOSAL NUMBER: RFP DH22-008 SUBJECT: Professional Services for Harbor & Port Rate Study DEADLINE DATE: PRIOR TO 2:00 P.M. ALASKA TIME	SEALED PROPOSAL
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SEALED PROPOSAL		

Disadvantaged Business Enterprises are encouraged to respond.

Professional Design Services for
Harbor & Port Rate Study
RFP DH22-008

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TABLE OF CONTENTS

1.0 GENERAL INFORMATION.....	4
1.1 Purpose.....	4
1.2 Background.....	4
1.3 Project Description	5
1.4 Scope of Services	5
1.5 Schedule of Work.....	6
1.6 Questions	6
1.7 Standard Contract Language	6
1.8 Contract Terms.....	7
2.0 RULES GOVERNING COMPETITION.....	7
2.1 Pre-Proposal.....	7
2.2 Proposal Development	7
2.3 Disclosure of Proposal Contents	7
3.0 PROPOSAL CONTENT REQUIREMENTS	8
3.1 Title Page.....	8
3.2 Table of Contents.....	8
3.3 Letter of Transmittal.....	8
3.4 Scope of Services and Work Plan.....	8
3.5 History and Experience	9
3.6 Proposer's Organization and Personnel Qualifications	9
4.0 EVALUATION OF PROPOSALS.....	9
4.1 Criteria	9
4.2 Evaluation Process	9
4.3 Evaluation Data	10
5.0 SELECTION AND AWARD PROCESS	11
6.0 INSURANCE REQUIREMENTS	12
7.0 JUNEAU PROPOSER POINTS	12
8.0 PROTESTS.....	12
9.0 CONSULTANT'S GOOD STANDING WITH CBJ FINANCE DEPARTMENT.....	12
PROPOSAL EVALUATION / RANKING FORM	13
ATTACHMENT 1 – SAMPLE CONTRACT.....	Error! Bookmark not defined.

1.0 GENERAL INFORMATION

This Class 2 Request for Proposals (RFP) defines the scope of the project, defines the documents required to respond to the RFP, and explains the procedures for selecting a firm to provide the requested services. The Class 2 process is used for acquisition of professional services contracts estimated to be greater than \$25,000 but less than \$50,000. The current budget for this project is \$35,000. The Consultant contract may be amended by CBJ Docks and Harbors for additional work related to the subject area based upon the findings and recommendations as a result of this particular project.

1.1 Purpose

The purpose of this document is to solicit proposals from qualified consultants to enter into a contract to conduct a study of the Docks & Harbors rate fee structure. The intent is to determine a sustainable, equitable rate structure based on the existing facility infrastructural and services to support commercial and recreational users of the harbor facilities. In addition to validating the financial planning for the Harbor Enterprise, the consultant will conduct a market study for the fees associated with the CBJ owned cruise ship docks.

1.2 Background

Juneau is Alaska's Capital City. The year-round population is approximately 33,000 residents. During the summer months over 1,000,000 visitors arrive by cruise ship. Approximately 400 visiting vessels use Aurora and Harris Harbors per year. Juneau hosts a significant fishing fleet, many of which base out of the downtown harbors (Aurora, Harris, Douglas) along Gastineau Channel. Significantly more transient vessels (commercial fishing, recreational and yacht) moor at the Don D. Statter Harbor facility in Auke Bay.

The City and Borough of Juneau (CBJ) Docks and Harbors is an enterprise fund directed by an Assembly appointed Board of volunteer citizens. The Port Director sits at the pleasure of the Board and is in charge of all operations of Docks and Harbors. He is supported by an Administrative Officer; Administrative Assistant; Port Engineer and staff; and the Juneau Harbormaster and staff. The Port Director's Office is located on the Second Floor of the Seadrome Building at 76 Egan Drive in Juneau, Alaska.

Docks and Harbors has a vision to be the *Southeast Alaska Marine Center of excellence providing safe, secure, modern, vibrant facilities meeting the needs of the users it serves*. The mission statement pledges to develop and provide opportunities, services, and facilities to support marine related commerce, industry, fisheries, recreation, and visitors. The intent of this harbor fee review is to develop funding strategies to support the vision and mission.

The projected FY22 revenue for the Harbor Enterprise is \$4.68M of which \$3.34M are derived from fees considered “charges for service”. Generally speaking, these revenues are derived from moorage, associated fees and launch ramp proceeds.

Following is a list, and web link, of past documents that may have relevance to this project:

Harbor Enterprise FY21 Adopted Budget (page 166)
[FY21-Adopted-Budget-Book-Final-for-Printing.pdf \(netdna-ssl.com\)](#)

CBJ Docks & Harbor Facilities
[Harbors – Facilities – City and Borough of Juneau](#)

Summary of Harbor Fees in CBJ Regulations
[Finance Sub-Committee meeting](#)

1.3 Project Description

The proposed deliverable under this contract would develop a “cost based” harbor rate study and provide strategic financial guidance to Docks and Harbors to manage facilities throughout its Enterprise portfolio. Additionally, a “market based” study to evaluate the fees associated with the two CBJ owned cruise ship docks will be determined. The harbor rate study will be loosely applied to all facilities within the Harbor Enterprise. The rates associated under the Dock Enterprise, supporting large cruise ship related commerce, will be limited to the dockage and port maintenance fees only.

The City & Borough of Juneau – Docks & Harbors Enterprise will enter into a professional services contract with the successful firm. This contract will detail the agreed costs, work schedule, scope of work, and will serve as the notice to proceed. The successful proposer will work with Docks & Harbors Staff to collect the data necessary for the completion of the contracted scope of work. A final report will then be prepared and presented to the Docks & Harbors Board. Should any changes occur to the agreed contract, including changes in the team members involved, the firm will be required to submit a change request in writing to Docks & Harbors. Changes in the contract will not be approved until both parties have signed the contract change request.

1.4 Scope of Services

The Consultant will work with the Docks and Harbors staff and Board, to develop a defensible “cost based” harbor and limited port rate study. The intended purpose is to produce supporting documentation for a harbor rate schedule which is fiscally sustainable and provides funding opportunities to meet future community needs. The selected proposer would collect information on the current rates (i.e. moorage, dockage, launch ramps, etc) and evaluate operational and maintenance costs, planned or recapitalization needs in determining appropriate fee schedules. This study may incorporate life-cycle costing modeling to determine the rates needs to support harbor-related expenses, allocation of shared costs, intergovernmental transfers, future demand, and market position competitiveness and other related information or data deemed relevant from the consultant’s experience to the project.

Specific tasks may include, but not be limited to, a cursory review of existing facilities; identification of potential revenues not previously identified by CBJ; participation at stakeholder and public meetings; developing alternate land use and financial strategic concepts to meet facility needs today and into the future; present concepts to the public and stakeholders for review and comment; present to the Docks and Harbor Board for comment and direction; prepare final concept plan upon consideration of comments received and staff direction; investigate financial strategies for funding planned developments; and prepare a written report of findings and recommendations.

1.5 Schedule of Work

The Consultant shall propose a schedule of work that identifies the various tasks as outlined in the Scope of Work allowing time to adequately address the issues; study various concepts and scenarios; allow for adequate public participation; develop final concept plans; prepare recommendations and timing of improvements; develop planning level cost estimates; develop financial strategies; and prepare a report of the process and the results of the project.

For purposes of the schedule, the Consultant, should anticipate a Notice To Proceed of December 17th, 2021. The schedule would be adjusted if NTP is delayed.

1.6 Questions

Questions regarding this proposal should be directed to:

Carl Uchytel, Port Director
email: Carl.Uchytel@juneau.org
City and Borough of Juneau
Docks and Harbors - Port of Juneau
Seadrome Building – 2nd Floor
76 Egan Drive
Juneau, Alaska 99801
Telephone: (907) 586-0292 Fax: (907) 586-0295

Office hours are 8:00 a.m. to 4:30 p.m. local time, Monday through Friday.
Mailing address for written questions and clarifications should be addressed to:

Carl Uchytel, Port Director
City and Borough of Juneau
Docks and Harbors - Port of Juneau
155 South Seward Street
Juneau, Alaska 99801

1.7 Standard Contract Language

Attached to this RFP is a CBJ sample contract (Attachment 1) which should be carefully reviewed by proposers, as it is the basis of the agreement that the CBJ intends to contract with the selected Consultant in the event of acceptance of its proposal.

1.8 Contract Terms

It is anticipated that this RFP would result in a contract for services to develop a cost based harbor rate schedule and fiscal revenue strategy plan for the Docks and Harbors managed Harbor Enterprise facilities commonly referring to the four small boat harbors, six launch ramp facilities and the commercial facilities at the Juneau Fisheries Terminal and Auke Bay Loading Facility. The Docks Enterprise facilities include the two CBJ owned cruise ship docks, Cruiseship Terminal (CT Dock) and Alaska Steamship Wharf (AS Dock). Fees would be negotiated and result in a lump sum and/or a not-to-exceed time and materials contract based on the proposed billing rates for the life of the contract, unless adjustments are approved by CBJ. There shall be no mark-up for expenses or for sub-consultant fees.

2.0 RULES GOVERNING COMPETITION

2.1 Pre-Proposal

Proposers should carefully examine the entire RFP, sample contract, and any addenda thereto, and all related materials and data referenced in the RFP. Proposers should become fully aware of the nature of the services requested and the conditions likely to be encountered in performing the services. It is the sole responsibility of the proposer to assure they are in receipt of any and all addenda.

2.2 Proposal Development

The content of proposals will be kept confidential until the selection of the Consultant is publicly announced. All materials submitted in response to this RFP will become the property of the CBJ. One copy will be retained for the official files of CBJ Docks and Harbors and become public record after announcement of the successful Proposer. The CBJ will not return proposals to the Proposer. The CBJ reserves the right to reject any or all proposals.

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

This solicitation does not commit CBJ Docks and Harbors to select any Consultant(s) for the requested services. All costs associated with the respondents' preparations, submission and oral presentations (if applicable) shall be the responsibility of the Proposer.

All proposals must be signed. Proposals must be received in the number of copies stated in the RFP no later than the date and time specified in the cover letter. All copies of the proposals must be under sealed cover and plainly marked. Proposals not received by the date and time specified in the cover letter will not be considered and will be returned to the proposer unopened.

2.3 Disclosure of Proposal Contents.

The City and Borough of Juneau, a municipal corporation and political subdivision of the State of Alaska, is subject to the Alaska Public Records Act codified at AS 40.25.100-220, and the public records provisions in the CBJ Charter, section 15.7. The contents of proposals

Professional Design Services for
Harbor & Port Rate Study
RFP DH22-008

submitted in response to this RFP will be kept confidential a final selection is made and announced by CBJ Docks and Harbors. Immediately following announcement, all proposals become public information. Trade secrets and other proprietary data contained in a proposal may be held confidential, to the extent allowed by law, by the Port Director, upon request in writing by a proposer. Material considered confidential by the proposer must be clearly identified and marked (page, section, etc.) by the proposer, and the proposer must include a brief statement that sets out the reasons for confidentiality. Marking the entire proposal confidential is not acceptable and may be cause for the City to reject your proposal as nonresponsive.

3.0 PROPOSAL CONTENT REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability for the Selection Committee, proposals should be organized in the manner specified below:

3.1 Title Page

Show the RFP name and number, the name of the firm, address, telephone numbers, and name of contact person and date of submission.

3.2 Table of Contents

Clearly identify the materials by section and page number.

3.3 Letter of Transmittal

Limit to one (1) or two (2) printed pages.

3.3.1 Briefly state your firm's understanding of the proposal requirements and summarize your capability to meet same.

3.3.2 Give names of the person(s) who will be authorized to represent your firm, their title(s), address (es) and telephone number(s).

3.3.3 The transmittal letter must be signed by a corporate officer who has authority to bind the firm. Name and title of the individual signing the proposal must be printed below or adjacent to the signature.

3.3.4 Acknowledge receipt of all addenda. Failure to acknowledge addenda may result in the proposal being considered non-responsive and subject to rejection.

3.4 Scope of Services and Work Plan

3.4.1 Discuss the Scope of Services and how the firm will provide the desired services. Include a statement of approach and methodology for accomplishing the requested services.

3.4.2 Provide a work plan, which includes a proposed project schedule. This schedule should identify major tasks and critical components of the project. If the Consultant's team anticipates delays or problems with the design schedule, describe these issues in detail.

Professional Design Services for
Harbor & Port Rate Study
RFP DH22-008

3.4.3 Discuss the incorporation of this project into the firm's current workload and the ability of the Consultant's team to meet the project schedule. Provide a staff schedule, identifying primary personnel and sub-consultants and their proposed work schedule during different phases of the project. How much priority can/will this project be given?

3.5 History and Experience

3.5.1 Provide company names, individual contacts, and telephone numbers of references for at least three recent projects similar in scope and scale to that subject of this RFP.

3.5.2 Provide general background information on the firm including specialized experience, capabilities, and unique qualifications in the field. This should include information outlining the firm's experience in the specific professional services requested. Provide examples of projects that demonstrate unique, well planned, and executed solutions to program, budget, and design challenges.

3.5.3 Provide information to establish a high level of client satisfaction for the firm's previous work with CBJ, other government agencies, and private clients.

3.5.4 Provide information that demonstrates the ability of the firm to deliver professional planning services that result in successful projects within established budget and on schedule.

3.6 Proposer's Organization and Personnel Qualifications

3.6.1 Describe the organizational structure of the Consultant team for this project with an organizational chart or other diagrammatic explanation.

3.6.2 Specify the project manager and other key personnel who will be directly providing services for the CBJ Docks and Harbors in various areas of the described project and state their position, role, and responsibility. The names, titles and resumes of listed personnel should be provided. Please indicate the experience of each member specifically as it applies to this type of project.

4.0 EVALUATION OF PROPOSALS

4.1 Criteria

Proposals will be evaluated and scored, using the criteria on the PROPOSAL EVALUATION/RANKING FORM, found at the end of this document, in order to ascertain which proposal best meets the needs of the CBJ. The items to be considered during the evaluation are explained below at Section 4.3 Evaluation Data. The associated point values are shown on the PROPOSAL EVALUATION/RANKING FORM.

4.2 Evaluation Process

Evaluation of the written proposals will be performed by a committee selected by the Port Director. Written proposals will be the primary basis for selection of the consultant team, unless the selection committee determines that oral interviews are necessary.

If oral interviews are used, the selection committee will prepare a “short list” of at least two finalists, who will then be invited to attend oral interviews in Juneau. Finalists will be notified and informed of specific interview requirements and procedures prior to the oral interview. Proposers will be allowed a maximum of three team members to participate in the interview process.

Oral interviews, if used, will be scored and ranked independently of the written proposal and will determine the outcome of the RFP process. All costs associated with attendance of the interviews, if held, will be the responsibility of the Proposer. The intent of the CBJ is to make award based on written proposals if possible.

4.3 Evaluation Data

The evaluation Data discussed below is presented in an effort to delineate what criteria will be used to score proposals. Please do not include a separate section in your proposal for Evaluation Data. The information discussed below should be included in the proposal as part of the Proposal Content Requirements discussed in SECTION 3.0 of this RFP.

4.3.1 Proposed Method to Accomplish the Project

Work schedule and methodology will be evaluated according to budget sensitivity, efficiency, completeness and pertinence of the tasks submitted by the Proposer, as well as the creativity and logic of the overall approach. The proposal should show interest and insight about this project.

4.3.2 Capacity of Firm

Evaluation will be made on the Proposer's ability to perform the desired services within the established schedule.

4.3.3 Past Record of Performance

Evaluation of the Proposer's experience with the CBJ, other governmental agencies and private industry will be made. Detailed references including companies, specific contact persons and their phone numbers and locations should be provided.

Information presented should demonstrate how the firm accomplishes the following.

- a. Monitors and maintains project schedules.
- b. Establishes overall project success through close coordination with all parties.
- c. Controls construction budgets, maintaining best interests of Owner.
- d. Delivers high quality services within established budgets.

4.3.4 Firm's Experience with Similar Projects

Evaluation will be made of the Proposer's experience with projects of similar scope and scale, as well as other projects with the CBJ, other government agencies and private industry.

4.3.5 Firm's Representation

The proposal should specify readily available personnel to accomplish the desired services. The level of involvement should be displayed in a way which is consistent with the scale of the project. The proposal should establish the:

- a. Schedule of availability of personnel.
- b. Scale of involvement is appropriate to the project.

4.3.6 Proposer's Organization and Personnel Qualifications

Evaluation will be made of the Proposer's organization and the ability to perform the desired services within the established schedule.

Evaluation will be made based on proposed personnel, their relevant qualifications and experience, and their proposed scale of involvement.

4.3.7 Quality of the Proposal

Evaluation will include the clarity and professional quality of the document(s) submitted.

- a. Is proposal clear and concise?
- b. Is proposal responsive to the needs of the project?

4.3.8 Juneau Proposer according to SECTION 7.0

Juneau Proposer points will be awarded if the Prime Consultant meets Juneau Proposer requirements as stipulated in Section 7.0 – Juneau Proposer Points.

5.0 SELECTION AND AWARD PROCESS

An evaluation committee will review, evaluate, score, and rank proposals in accordance with criteria identified in Section 3 and the Evaluation Form located at the end of this RFP. Each member of the Selection Committee will independently score the proposals. Each member's scores, as they relate to the group of proposals, are then ranked. The proposal receiving the highest score is given a ranking value of "one", the second highest scored proposal receives a ranking of "two", and so on. The scores and rankings of each member are then forwarded to the Port Director. These rankings are checked for accuracy and combined to form a composite ranking.

The Proposer with the lowest composite numerical rank will be declared the apparent successful Proposer. In the event of a tie in the ranking totals, the raw scores of the Proposers who are tied will be totaled to determine the successful Proposer. If oral interviews are used, the successful proposer will be chosen as provided in Section 4.2 of this RFP.

After issuance of a notice of apparent successful proposer, the protest period begins. Once the protest period is over, the successful Proposer will be invited to enter into contract negotiations with the CBJ. If negotiations are unsuccessful, discussions with the lowest ranked Proposer will be terminated and the second lowest ranked Proposer may be contacted for negotiations.

Award of contract, if made, will be to the responsible Proposer selected in accordance with the criteria described in Section 4 of this RFP, and whose final proposal and fee is accepted by the

CBJ. The CBJ reserves the right to award the contract to the successful firm without further discussion.

6.0 INSURANCE REQUIREMENTS

The insurance requirements for this project are specified in Attachment 2 – Sample Contract, under Appendix C.

7.0 JUNEAU PROPOSER POINTS

Juneau proposer points shall be awarded if the Proposer is determined to be a “Juneau proposer” meeting the criteria of CBJ’s Purchasing Ordinance 53.50, Section 53.50.010. CBJ Ordinance 53.50 can be viewed electronically at the following internet address: www.juneau.org/law. **Note:** *The criteria for meeting Juneau Proposer requirements have changed. Please review the new requirements and contact the CBJ Docks and Harbors with any questions.*

A paper copy of the CBJ Purchasing Ordinance is available upon request from the Port Director’s Office.

8.0 PROTESTS

The protest period begins with the posting of a notice of apparent successful proposer, in the Port Director’s Office and expires at the close of business on the next day.

Protests shall be executed in accordance with CBJ Ordinance 53.50.062 PROTESTS and 53.50.080 ADMINISTRATION OF PROTEST. Copies of the ordinances describing protest procedures are available from the CBJ Port Director’s Office, 76 Egan Drive, Juneau, Alaska. Questions concerning protests or protest procedures should be directed to the CBJ Port Director (Purchasing Officer for Docks and Harbors) at 907-586-0292. CBJ Ordinance 53.50 can be viewed electronically at the following internet address: www.juneau.org/law.

9.0 CONSULTANT’S GOOD STANDING WITH CBJ FINANCE DEPARTMENT

Consultants must be in good standing with the CBJ prior to award, and prior to any contract renewals, and in any event no later than **seven business days** following notification by the CBJ of intent to award. **Good standing** means: all amounts owed to the CBJ are current and the Consultant is not delinquent with respect to any taxes, fees, assessment, or other monies due and owed the CBJ, or a Confession of Judgment has been executed and the Consultant is in compliance with the terms of any stipulation associated with the Confession of Judgment, including being current as to any installment payments due; and Consultant is current in all CBJ reporting obligations (such as sales tax registration and reporting and business personal property declarations). Failure to meet these requirements may be cause for rejection of your proposal. To determine if your business is in good standing, or for further information, contact the CBJ Finance Department’s Sales Tax Division at (907) 586-5265 for sales tax issues, Assessor’s Office at (907)586-0930 for business personal property issues, or Collections Division at (907) 586-5268 for all other accounts.

Note: Juneau Proposer preference (7.0) has requirements regarding a firm’s good standing with the City at the time a proposal is submitted. Please review the Purchasing Code cited.

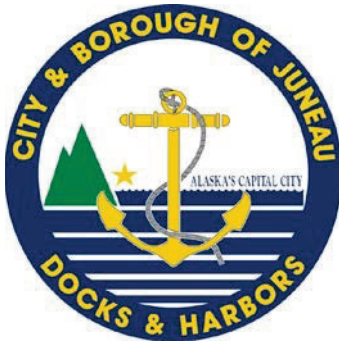
PROPOSAL EVALUATION / RANKING FORM

PROPOSER: _____

SCORED BY: _____ DATE: _____

POINTS AWARDED

	<u>Points Possible</u>	<u>Score</u>
4.3.1. Proposed Method to Accomplish the Project	0 – 50	_____
4.3.2. Capacity of Firm	0 – 15	_____
4.3.3. Past Record of Performance		
a. Monitors and maintains project schedules.	0 – 10	_____
b. Establishes overall project success through close coordination with all parties.	0 – 10	_____
c. Controls budgets, maintaining best interests of Owner.	0 – 10	_____
d. Delivers high quality services within established budgets.	0 – 10	_____
4.3.4. Firm's Experience with Similar Projects	0 – 25	_____
4.3.5. Firm's Representation		
a. Schedule of availability of personnel.	0 – 15	_____
b. Scale of involvement is appropriate to the project.	0 – 15	_____
4.3.6. Proposer's Organization and Personnel Qualifications	0 – 20	_____
4.3.7. Quality of Proposal		
a. Is proposal clear and concise?	0 – 10	_____
b. Is proposal responsive to the needs of the projects?	0 – 10	_____
	Subtotal	_____
The Port Director will assign points for criterion 4.3.9. below.		
4.3.8. Juneau Proposer (according to SECTION 7.0).	0 or 10	_____
TOTAL POINTS	210	_____
INDIVIDUAL RANKING		_____



Port of Juneau

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

PROFESSIONAL SERVICES CONTRACT For

Project Name

Contract No. RFP Contract Number

This Agreement is entered into by and between the City and Borough of Juneau, Alaska ("City"), and **Consultant Name** ("Consultant"), whose address is **Consultant Address**, phone is **Consultant Phone**, and fax is **Consultant Fax**.

Whereas, the City desires to engage the Consultant for the purpose of rendering certain professional services, and

Whereas, the Consultant represents that it is in all respects licensed and qualified to perform such services,

Now, therefore, the parties agree as follows:

- 1. CONTRACTUAL RELATIONSHIP.** The parties intend that an independent Consultant/City relationship will be created by this Contract. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Consultant. Consultant is not considered an agent or employee of City for any purpose, and the employees of Consultant are not entitled to any benefits that City provides for City's employees. It is understood that the City does not agree to use the Consultant exclusively. It is further understood that the Consultant is free to contract for similar services to be performed for others while it is under contract with the City.
- 2. SCOPE OF SERVICE.** The Consultant shall carry out in a professional and prudent manner all of the services required by the Contract. These services include all of the services described in Appendix A. Consultant will diligently proceed with the Scope of Services, and will provide such services in a timely manner.
- 3. PERSONNEL, EQUIPMENT, SUPPLIES, AND LICENSES.**

Professional Design Services for
Harbor & Port Rate Study
RFP DH22-008

- (A) Except as noted in Appendix A, the Consultant represents that it has or will secure at its own expense all personnel, equipment, and supplies required in performing the services under this Contract.
- (B) All of the services required hereunder will be performed by the Consultant or under its supervision.
- (C) None of the work or services covered by this Contract shall be subcontracted without prior written approval of the City.
- (D) Consultant warrants that it is fully licensed under all applicable local, state, and federal laws to perform the services to be provided hereunder.
- 4. TIME OF PERFORMANCE.** The services of the Consultant are to commence after the execution of the Contract and issuance of Notice to Proceed and Purchase Order. All work shall be completed no later than the time specified in Appendix A. Amendment to this Contract may be made upon mutual, written agreement prior to the contract expiration date.
- 5. REPORTING.** Except as authorized within Appendix A, the City's primary representative for this Contract shall be the **Port Director, Carl Uchytel**. The City shall not be liable for Consultant's expenses incurred in reliance on directions received from any other municipal officer or employee. The Consultant's representative shall be **Consultant Representative**. Reliance by the City on representations by any other person shall be at the City's own risk.
- 6. COMPENSATION.** The City agrees to pay the Consultant according to the provisions of Appendix B. The Consultant's fee schedule is attached to this contract and hereby incorporated into this contract by reference.
- 7. TERMINATION OF CONTRACT FOR CAUSE.** If, through any cause, except causes beyond the control of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract; or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least ten days before the effective date of such termination. In that event, all finished or unfinished documents, or other data, in whatever form, prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials, not to exceed the Contract amount.
- 8. TERMINATION FOR CONVENIENCE OF CITY.** The City may terminate this Contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least thirty days before the effective day of such termination. In that event, all finished or unfinished documents and other materials as described in paragraph 7 above shall, at the option of the City become its property, and the Consultant will be paid an amount not to exceed the amounts set forth in Appendix B for work satisfactorily completed on or before the date of termination, less payments of compensation previously made.
- 9. CONTRACT AGREEMENT.** All parties mutually agreed to the terms of this Contract. The Contract should not be construed in favor of or against any party. This Contract contains the entire agreement between the parties; there are no other promises, terms, conditions, or

obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

- 10. CHANGES.** The City may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, must be mutually agreed upon in writing before they will be regarded as part of this Contract.
- 11. EQUAL EMPLOYMENT OPPORTUNITY.** The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- 12. CONFLICTS OF INTEREST.** Consultant agrees that no employee of the City, who has exercised or will exercise any authority over the specifications, procurement, supervision or payment for this Contract, and no member of the employee's immediate family, has had or will have any direct or indirect financial interest in this Contract. If the Consultant learns of any such interest, the Consultant shall immediately inform the Port Director.
- 13. ETHICS.** Consultant shall discharge its duties fairly, impartially and maintain a standard of conduct that competently serves the City and the interests of the City. Consultant shall at all times exercise unbiased judgment when performing its duties under this contract.
- 14. PUBLIC RELATIONS.** Consultant shall issue press releases, respond to press inquiries, make public speeches, appear on broadcast media or otherwise engage in public relations regarding the project only with the specific approval of the Port Director.
- 15. ELECTED OFFICIALS.** The Consultant shall respond to project-related inquiries from elected officials by providing impartial, factual information, but shall not initiate contact or attempt to persuade an elected official to agree with any viewpoint or to take any official action. The Consultant will promptly notify the City's primary representative of any request by an elected official for project-related information.
- 16. ASSIGNABILITY.** The Consultant shall not assign any interest in this Contract and shall not transfer any interest in the same without the prior written consent of the City; however, claims for money due or to become due to the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution without approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
- 17. FINDINGS CONFIDENTIAL.** Any information given to or prepared by the Consultant under this Contract that the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.
- 18. IDENTIFICATION OF DOCUMENTS.** All reports, maps, and other documents completed as a part of this Contract, other than documents exclusively for internal use within the City, shall carry a City notation or logo as directed by the City.
- 19. PUBLICATION, REPRODUCTION, AND USE OF MATERIALS.** No services, information, computer program elements, reports or other deliverables that may have a potential patent or copyright value produced in whole or in part under this Contract shall be subject to copyright in the United States or any other country.

If a copyright applies by law to the work produced under this Contract, that copyright will either be signed over to the City or the City will be given unrestricted license to the copyright. The City shall have unrestricted license to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. If this Contract includes architectural and/or engineering design services, any use of the design features or details produced under this Contract on other City facilities will be at the City's risk.

20. RECORDS. During performance and after termination of this Contract, each party shall make available to the other party for inspection and copying, all records, whether external or internal, having any relevance to this Contract.

21. INSURANCE REQUIREMENTS . Consultant has secured and agrees to keep and maintain in full force and effect, at its own expense, the insurance approved by CBJ Risk Management as outlined in Appendix C. All insurance required under this contract shall name the CBJ as an additional insured, except with respect to any required Professional Liability or Workers Compensation policies. At least 30 days prior to the cancellation, non-renewal or reduction in the amount of coverage, Contractor shall provide written notice to the CBJ's Risk Management. The Contractor's insurance shall be primary and any insurance maintained by the CBJ shall be non-contributory. If the Contractor maintains higher limits than shown below, the CBJ shall be entitled to coverage for the higher limits maintained by the Contractor. Failure of CBJ to demand such certificate or other evidence of full compliance with these insurance requirements or failure of CBJ to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of the Contractor to maintain the insurance required by this contract.

22. INDEMNIFICATION AND HOLD HARMLESS. The Consultant agrees to defend, indemnify, and hold harmless CBJ, its employees, and authorized representatives, with respect to any action, claim, or lawsuit arising out of or related to the Consultant's negligent performance of this contract without limitation as to the amount of fees, and without limitation as to any damages, cost or expense resulting from settlement, judgment, or verdict, and includes the award of any attorney's fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law, meaning that if there is a claim of, or liability for, a joint act, error, or omission of the consultant and the CBJ, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. This agreement is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this contract. The obligations of Consultant arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify Consultant in a timely manner of the need for indemnification, but such notice is not a condition precedent to Consultant's obligations and may be waived where the Consultant has actual notice.

23. CHOICE OF LAW; JURISDICTION. This Contract shall be governed by the laws of the State of Alaska. Jurisdiction shall be in the State of Alaska, First Judicial District.

24. SUCCESSORS. This Contract shall be binding upon the successors and assigns of the parties.

25. PRECEDENCE OF DOCUMENTS. In the event of a conflict between the provisions of this document and its appendices, the order of precedence shall be this document, Appendix A, Appendix B and Appendix C.

In Witness Whereof, the parties have affixed their signatures the date first above set out:

CITY AND BOROUGH OF JUNEAU

Carl Uchytel, P.E.
Port Director

Date

CONSULTANT NAME

Representative Name
Title

Date

APPENDIX A: SCOPE OF SERVICES

Project Name
Contract No. Project Number

Professional Design Services for
Harbor & Port Rate Study
RFP DH22-008

SCOPE OF SERVICES: The Scope of Services for this contract shall be (insert scope).

PERSONNEL: The Consultant's primary personnel for this work will be Name. Other qualified staff may be assigned to the project as required.

SCHEDULE: The Consultant shall perform the Work of this contract in a timely manner in accordance with the schedule as outlined below.

SAMPLE CONTRACT

APPENDIX B: COMPENSATION

Project Name

Contract No. Project Number

Amount of Payment

Lump Sum

Consultant shall be compensated a **lump sum** amount of **Amount** for satisfactory performance of professional services described in this contract and in accordance with the Consultant's Fee Proposal dated **Date** (copy attached).

Time and Materials

Consultant shall be compensated based on **time and materials** in an amount not-to-exceed **Amount** for satisfactory performance of professional services described in this contract in accordance with the Consultant's Fee Proposal dated **Date** (copy attached).

Hourly rates shall remain the same for the life of this contract including all amendments unless the Consultant and the City negotiate a fee increase.

Method of Payment

Monthly Payable within 30 days of receipt of an invoice approved by the City's primary representative and progress report stating the amount of services completed.

Consultant Invoice Requirements

- Itemized invoices must be submitted that indicate the services performed.
- Invoices for this contract must be submitted separately from invoices for services performed under any other contract(s).

Compensation Based on Time and Materials

If compensation is based on time and materials, the following shall apply:

Compensation shall be computed based on the hourly billing rates, approved by the City's Primary representative, times the actual number of hours spent in the performance of services. The hourly billing rate for each employee is the amount to be paid to the Consultant, and is full compensation for all salary, benefits, taxes, overhead and profit. There shall be no change in rates during the term of this Agreement and no additional compensation for overtime, weekend, or holiday work, unless agreed to pursuant to the above section.

Compensation for sub-consultants shall be equal to the amounts actually paid to subconsultants hereunder who have been retained after the written approval by the City's Primary representative of: a) the sub-consultant, b) the compensation to be paid the sub-consultant, and c) the terms and conditions of the subcontract. No markup allowance is allowed.

Compensation for expenses shall be an amount equal to reimbursable expenses approved in advance by the City's Primary representative, necessary and reasonably incurred and actually paid by the Consultant in the performance of the services hereunder. No markup allowance is allowed. Reimbursable expenses are expenses that are unique to the performance of the services under the Contract and generally contemplate the purchase of outside ancillary services, such as mailing and delivery charges for submittal of drawings, specifications and reports, long distance telephone calls, rentals of equipment, travel and local transportation, meals and lodging on overnight trips.

Reimbursable expenses do not include expenses that are usually and customarily included as part of the Consultant's overhead. For the purposes of this Agreement reimbursable expenses do not include amounts for typing, utilization of computer systems, computer aided design and drafting (CADD), cameras, recording or measuring devices, flashlights and other small, portable equipment, safety supplies, phones, telephone calls, electronic messaging including FAX, Telex and telegrams, e-mail accounts, Internet service, or expendable office supplies. Unless otherwise indicated, required insurance is not a reimbursable expense.

The Consultant shall obtain the City's written approval prior to making expenditures for reimbursable expenses in excess of \$500 per specific expenditure and for all overnight trips, which are reimbursable expenditures as set forth above. The Consultant shall substantiate all billings for reimbursable expenses in excess of \$25 with receipted bills and provide said receipts with the appropriate billing.

The Consultant shall keep, and cause any sub-consultants to keep, daily records of the time spent in the performance of services hereunder by all persons whose billing rates will be the basis for compensation as well as records and receipts of reimbursable expenditures hereunder. Failure to do so shall be a conclusive waiver of any right to compensation for such services or expenses as are otherwise compensable hereunder.

The City shall have the right to inspect all records of the Consultant, and of any sub-consultants, pertaining to this project. Records shall be maintained by the Consultant and sub-consultants for a period of three years after completion of services.

When travel is necessary as part of the professional services to be provided, the following shall be followed:

- ◆ Airline tickets should be purchased at the 14 day advanced purchase price whenever possible. The CBJ will not pay for First Class travel. Any deviation shall be approved in writing in advance by the City's Primary representative.
- ◆ Per Diem meal allowance shall be: \$60.00 (\$12.00 for breakfast, \$16.00 for lunch and \$32.00 for dinner).
- ◆ The Consultant shall stay at the hotel with a daily rate not to exceed \$150.00, unless unavailable.
- ◆ Travel agent fees, tips, alcohol or bar tabs shall not be paid by the City.
- ◆ Car rental, parking, and taxi fees shall be reasonable and not excessive. This reimbursement is for services in Juneau only. Parking fees, etc. outside of Juneau will not be reimbursed.

APPENDIX C: INSURANCE REQUIREMENTS

Project Name
Contract No. Project Number
Professional Design Services for
Harbor & Port Rate Study
RFP DH22-008

The Consultant must provide certification of proper insurance coverage or binder to the City and Borough of Juneau. Failure of the City to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of the Contractor to maintain the insurance required by this contract. Should any of the below described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Proof of the following insurance is required before award:

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

Professional Liability Insurance. The Consultant must maintain Professional Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) aggregate to protect the Consultant from any claims or damages for any error, omission, or negligent act of the Consultant, the Consultant's firm and employees. This requirement applies to the Consultant's firm, the Consultant's subcontractors and assignees, and anyone directly or indirectly employed to perform work under this contract.

Workers Compensation Insurance. The Consultant must maintain Workers Compensation Insurance to protect the Consultant from any claims or damages for any personal injury or death, which may arise from services performed under this contract. This requirement applies to the Consultant's firm, the Consultant's subcontractors and assignees, and anyone directly or indirectly employed to perform work under this contract. The Consultant must notify the City as well as the State Division of Workers Compensation immediately when changes in the Consultant's business operation affect the Consultant's insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of one hundred thousand dollars (\$100,000.00) per injury, and five hundred thousand dollars (\$500,000.00) policy limits. If the Consultant is exempt from Alaska Statutory Requirements, the Consultant will provide written confirmation of this status in order for the City to waive this requirement. The policy shall be endorsed to waive subrogation rights against the City.

Comprehensive Automobile Liability Insurance. The coverage shall include all owned, hired, and non-owned vehicles to a one million dollar (\$1,000,000.00) combined single limit coverage. The City will be named as an additional insured on this policy for work performed for the City.

Auke Bay Marine Station Office Space Use Agreement

PART I. PARTIES. This use agreement is between the City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska, hereafter “CBJ”, and XXX, hereafter “Permittee”.

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

CBJ:

City and Borough of Juneau
Attn: Teena Larson.
155 S. Seward Street
Juneau, AK 99801
Phone: (907) 586-0917

Permittee :

Company
Address
Phone
Email

PART III. USE AGREEMENT EXECUTION. The CBJ and Permittee agree and sign below. This contract is not effective until signed by the CBJ.

City and Borough of Juneau:

Permittee:

Date: _____

Date: _____

By: _____

By: _____

Carl Uchytel
City and Borough of Juneau
Port Director

SIGNATORY NAME
TITLE

1. DESCRIPTION OF PROPERTY. The permitted office space (the “Premises”) consists of an agreed area approximately xx square feet and is outlined on the floor plan attached as Exhibit A. The Premises is located on the land described on attached Exhibit B and known as “Auke Bay Marine Station” in Juneau, AK.

2. PARKING. Permittee shall be entitled to xx parking spaces in the outdoor parking lot for Permittee’s non-exclusive use. Permittee is responsible for winter maintenance of the parking spaces and any route from the parking spaces to the Premises.

3. TERM and RENEWAL. The effective date of this lease is the date the CBJ signs. The term of the use agreement is one year, commencing on the effective date of this lease.

4. USE PAYMENTS.

- a) The base monthly use agreement fee shall be XX and 00/100 Dollars (\$XX.00). Payments shall be made to City and Borough, 155 S. Seward Street Juneau, AK 99801 and reference Auke Bay Marine Station Office Space Use Agreement.
- b) Permittee shall pay CBJ without demand, deduction or offset the monthly rental in advance or on the first (1st) day of each month during the Agreement. Payments for any partial month at the beginning or end of the Lease term shall be prorated.
- c) CBJ's acceptance of less than the full amount of any payment due from Permittee shall not be deemed an accord and satisfaction or compromise of such payment unless CBJ specifically consents in writing to payment of such lesser sum as an accord and satisfaction or compromise of the amount which CBJ claims.

5. AUTHORIZED USE OF PROPERTY. The Premises shall be used only for office use and for no other purpose without the prior written consent of the CBJ.

6. SIGNAGE. Permittee shall obtain CBJ's written consent before installing any signs upon the Premises. Permittee shall pay for any approved signage and shall comply with all applicable laws. Permittee shall not damage or deface the Premises or Property in installing or removing signage and shall repair any injury or damage to the Premises or Property caused by such installation or removal. In the event the CBJ installs exterior signage, Permittee shall be included on such signage. CBJ shall include Permittee on the Building's main lobby reader, if one exists.

7. UTILITIES AND SERVICES. CBJ shall provide the Premises the following services: water, sewer and electricity and heating for the Premises seven (7) days per week, twenty-four (24) hours per day. The CBJ is not liable or responsible for providing those utilities during outages or service interruptions.

Permittee shall furnish and pay, at Permittee's sole expense, all other utilities (including, but not limited to, telephone, internet and cable service if available) and other services which Permittee desires with respect to the Premises, except those to be provided by CBJ as described above. Permittee is responsible for janitorial and trash services. Notwithstanding the foregoing, if Permittee's use of the Premises incurs utility service charges that are above ordinary usage, Permittee agrees to pay a reasonable utility fee for such usage.

8. REPAIRS AND MAINTENANCE. Permittee shall, at its sole expense, maintain the Premises in good condition and promptly make all nonstructural repairs and replacements necessary to keep the Premises safe and in good condition, including all utilities and other systems serving the Premises, as would be considered reasonable of any commercial tenant. CBJ shall maintain and repair the Building structure, foundation, exterior walls, and roof, and the Common Areas. Permittee shall not damage any demising wall, without written permission of CBJ, or disturb the structural integrity of the Premises and shall promptly repair any damage or injury done

to any such demising walls or structural elements caused by Permittee or its employees, agents, contractors, or invitees. If Permittee fails to maintain or repair the Premises, CBJ may enter the Premises and perform such repair or maintenance on behalf of Permittee. In such case, Permittee shall be obligated to pay to CBJ immediately upon receipt of demand for payment, as additional Rent, all costs incurred by CBJ. Notwithstanding anything in this Section to the contrary, Permittee shall not be responsible for any repairs to the Premises made necessary by the negligence or willful misconduct of CBJ or its agents, employees, contractors or invitees therein.

9. TAXES. The Building is not currently taxed. Permittee is hereby on notice that this Agreement may make all or a portion of the building taxable. Permittee shall pay all taxes, assessments, liens and license fees levied, assessed or imposed by any authority having the direct or indirect power to tax or assess any such liens, by reason of Permittee's use of the Premises.

10. TERMINATION

a) EVENT OF DEFAULT. The following occurrences shall each be deemed a breach by Permittee:

- i. **Failure to Pay.** Permittee fails to pay any sum, including Rent, due under this Agreement following seven (7) days written notice from CBJ of the failure to pay.
- ii. **Vacation/Abandonment.** Permittee vacates the Premises (defined as an absence for at least 15 consecutive days without prior notice to CBJ), or Permittee abandons the Premises (defined as an absence of five (5) days or more while Permittee is in breach of some other term of this Lease). Permittee's vacation or abandonment of the Premises shall not be subject to any notice or right to cure.
- iii. **Insolvency.** Permittee becomes insolvent, voluntarily or involuntarily bankrupt, or a receiver, assignee or other liquidating officer is appointed for Permittee's business, provided that in the event of any involuntary bankruptcy or other insolvency proceeding, the existence of such proceeding shall constitute an Event of Default only if such proceeding is not dismissed or vacated within 60 days after its institution or commencement.
- iv. **Other Non-Monetary Defaults.** Permittee breaches any agreement, term or covenant of this Agreement other than one requiring the payment of money and not otherwise enumerated in this Section, and the breach continues for a period of 30 days after notice by CBJ to Permittee of the breach.
- v. **Failure to Take Possession.** Permittee fails to take possession of the Premises on the Commencement Date.

b) REMEDIES. CBJ shall have the following remedies upon an Event of Default. CBJ's rights and remedies under this Agreement shall be cumulative, and none shall exclude any other right or remedy allowed by law.

- i. **Termination of Agreement.** CBJ may terminate Permittee's interest under the Agreement, but no act by CBJ other than written notice from CBJ to Permittee of termination shall terminate this Agreement. The Agreement shall terminate on the date specified in the notice of termination. Upon termination of this Agreement, Permittee will remain liable to CBJ for damages in an amount equal to the rent and other sums that would have been owing by Permittee under this Agreement for the balance of the Agreement term, less the net proceeds, if any, of any reletting of the Premises by CBJ subsequent to the termination, after deducting all CBJ's Reletting Expenses (as defined below). CBJ shall be entitled to either collect damages from Permittee monthly on the days on which rent or other amounts would have been payable under the Agreement, or alternatively, CBJ may accelerate Permittee's obligations under the Agreement and recover from Permittee: (i) unpaid rent which had been earned at the time of termination; (ii) the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of rent loss that Permittee proves could reasonably have been avoided; and (iii) any other amount necessary to compensate CBJ for all the detriment proximately caused by Permittee's failure to perform its obligations under the Lease, or which in the ordinary course would be likely to result from the Event of Default, including without limitation Reletting Expenses.
- ii. **Re-Entry and Reletting.** CBJ may continue this Agreement in full force and effect, and without demand or notice, re-enter and take possession of the Premises or any part thereof, expel the Permittee from the Premises and anyone claiming through or under the Permittee, and remove the personal property of either. CBJ may relet the Premises, or any part of them, in CBJ's or Permittee's name for the account of Permittee, for such period of time and at such other terms and conditions, as CBJ, in its discretion, may determine. CBJ may collect and receive the rents for the Premises. Re-entry or taking possession of the Premises by CBJ under this Section shall not be construed as an election on CBJ's part to terminate this Agreement, unless a written notice of termination is given to Permittee. CBJ reserves the right following any re-entry or reletting, or both, under this section to exercise its right to terminate the Agreement. Permittee will pay CBJ the rent and other sums which would be payable under this Agreement if repossession had not occurred, less the net proceeds, if any, after reletting the Premises after deducting CBJ's Reletting Expenses. "Reletting Expenses" is defined to include all expenses incurred by CBJ in connection with reletting the Premises, including without limitation, all repossession costs, brokerage commissions, attorneys' fees, remodeling and repair costs, costs for removing and storing Permittee's property and equipment, Permittee chattels and rent concessions granted by CBJ to any new Permittee, prorated over the life of the new agreement.
- iii. **Nonpayment of Additional Rent.** All costs which Permittee agrees to pay to CBJ pursuant to this Agreement shall in the event of nonpayment be treated as if they

were payments of Rent, and CBJ shall have all the rights herein provided for in case of nonpayment of Rent.

- iv. **Failure to Remove Property.** If Permittee fails to remove any of its property from the Premises at CBJ's request following an uncured Event of Default, CBJ may, at its option, remove and store the property at Permittee's expense and risk. If Permittee does not pay the storage cost within five (5) days of CBJ's request, CBJ may, at its option, have any or all of such property sold at public or private sale (and CBJ may become a purchaser at such sale), in such manner as CBJ deems proper, without notice to Permittee. CBJ shall apply the proceeds of such sale: (i) to the expense of such sale, including reasonable attorneys' fees actually incurred; (ii) to the payment of the costs or charges for storing such property; (iii) to the payment of any other sums of money which may then be or thereafter become due CBJ from Permittee under any of the terms hereof; and (iv) the balance, if any, to Permittee. Nothing in this Section shall limit CBJ's right to sell Tenant's personal property as permitted by law or to foreclose CBJ's lien for unpaid rent.

11. CANCELLATION AND FORFEITURE.

- a) The Agreement, if in good standing, may be canceled in whole or in part, at any time, upon mutual written agreement by the Permittee and the CBJ Port Director.
- b) CBJ Port Director may cancel the lease if it is used for any unlawful purpose.
- c) **Cancellation for convenience.** The CBJ may, by prior written notice, terminate this agreement at any time, in whole or in part, when it is in the best interest of the CBJ. In the event that this contract is terminated by the CBJ for convenience, as opposed to termination for cause, the CBJ is not liable for displacing the Permittee.

12. Modification. The Agreement may be modified only by an agreement in writing signed by all parties in interest or their successor in interest.

13. COMMON AREAS

- a) **Definition.** The term "Common Areas" means all areas, facilities and building systems that are provided and designated from time to time by CBJ for the general non-exclusive use and convenience of Permittee with other tenants and which are not leased or held for the exclusive use of a particular permittee. Common Areas may, but do not necessarily include, hallways, entryways, stairs, elevators, driveways, walkways, terraces, docks, loading areas, restrooms, trash facilities, parking areas and garages, roadways, pedestrian sidewalks, landscaped areas, security areas, lobby or mall areas, common heating, ventilating and air conditioning systems, common electrical service, equipment and facilities, and common mechanical systems, equipment and facilities. Permittee shall comply with reasonable rules and regulations concerning the use of the common areas adopted by CBJ from time to time. Without advance notice to Permittee and without any liability to Permittee, CBJ may change the size, use, or nature of any common areas, erect

chattels on the Common Areas or convert any portion of the Common Areas to the exclusive use of CBJ or selected permittees, so long as Permittee is not thereby deprived of the substantial benefit of the Premises. CBJ reserves the use of exterior walls and the roof, and the right to install, maintain, use, repair and replace pipes, ducts, conduits, and wires leading through the Premises in areas which will not materially interfere with Permittee's use thereof.

- b) **Use of the Common Areas.** Permittee shall have the non-exclusive right in common with such other permittees to whom CBJ has granted or may grant such rights to use the Common Areas. Permittee shall abide by rules and regulations adopted by CBJ from time to time and shall use its best efforts to cause its employees, contractors, and invitees to comply with those rules and regulations, and not interfere with the use of Common Areas by others.
- c) **Maintenance of Common Areas.** CBJ shall maintain the Common Areas in good order, condition and repair.

14. INDEMNITY. The Permittee agrees to defend, indemnify, and hold harmless CBJ, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to the Permittee's performance or use under this agreement—caused or alleged to be caused by acts or omissions of the Permittee, its agents, contractors, employees, or invitees—without limitation as to the amount of fees, and without limitation as to any damages, cost or expense resulting from settlement, judgment, or verdict, and includes the award of any attorneys' fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this contract. The obligations of Permittee arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify Permittee in a timely manner of the need for indemnification, but such notice is not a condition precedent to Permittee's obligations and is waived where the Permittee has actual notice.

15. INSURANCE.

- a) **Liability Insurance.** During the Agreement term, Permittee shall pay for and maintain commercial general liability insurance with broad form property damage and contractual liability endorsements. This policy shall name CBJ as an additional insured, and shall insure Permittee's activities and those of Permittee's employees, officers, contractors, licensees, agents, servants, employees, guests, invitees or visitors with respect to the Premises against loss, damage or liability for personal injury or bodily injury (including death) or loss or damage to property with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The insurance will be non-contributory with any liability insurance carried by CBJ.
- b) **Workers Compensation Insurance.** If required by Alaska Statute (*see* Alaska Statute 23.30), the Permittee must maintain Workers Compensation Insurance to protect the

Permittee from any claims or damages for any bodily or personal injury or death which may arise from services performed under this contract. This requirement applies to the Permittee's firm, the Permittee's subcontractors and assignees, and anyone directly or indirectly employed to perform work in the Premises. The Permittee must notify the CBJ as well as the State Division of Workers Compensation immediately when changes in the Tenant's business operation affect the Permittee's insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of one hundred thousand dollars (\$100,000.00) per injury and illness, and five hundred thousand dollars (\$500,000.00) policy limits. **If the Permittee is exempt from Alaska Statutory Requirements, the Permittee will provide written confirmation of this status in order for the CBJ to waive this requirement. The policy shall be endorsed to waive subrogation rights against the CBJ.**

- c) **Property Insurance.** Permittee acknowledges and understands that the CBJ's fire and casualty insurance, if any, does not protect Permittee's use of the property or chattels. Permittee bears the sole risk of loss or damage by fire or casualty to Permittee's equipment and other personal property on the Agreement Premises, and is responsible for obtaining adequate insurance for the protection of Permittee's property, and waives any claim(s) against CBJ for such insurable loss or damage to Permittee's property.
- d) **Miscellaneous.** Insurance required under this Section shall be with companies rated AV or better in Best's Insurance Guide, and which are authorized to transact business in the State of Alaska. No insurance policy shall be cancelled or reduced in coverage and each such policy shall provide that it is not subject to cancellation or a reduction in coverage except after thirty (30) days' prior written notice to CBJ. Permittee shall deliver to CBJ upon commencement of the Agreement and from time to time thereafter, copies of the insurance policies or certificates of insurance and copies of endorsements required by this Section. In no event shall the limit of such policies be considered as limiting the liability of Permittee under this Agreement.

16. Approval of Other Authorities. The issuance by the CBJ of use agreements under the provisions of this title does not relieve the Lessee of the responsibility of obtaining licenses or permits as may be required by the CBJ or by duly authorized state or federal agencies.

17. Use Agreement Utilization. The premises shall be utilized only for purposes within the scope of the application and the terms of the Use Agreement, and in conformity with the provisions of the City and Borough code, and applicable state and federal laws and regulations. Utilization or development for other than the allowed uses shall constitute a violation of the use agreement and subject the lease to cancellation at any time.

18. Notice or Demand. Any notice or demand, which under the terms of the agreement or under any statute must be given or made by the parties thereto, shall be in writing, and be given or made by registered or certified mail, addressed to the other party at the address of record. However, either party may designate in writing such new or other address to which the notice or

demand shall thereafter be so given, made or mailed. A notice given hereunder shall be deemed delivered when deposited in a United States general or branch post office enclosed in a registered or certified mail prepaid wrapper or envelope addressed as hereinbefore provided.

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

20. Forfeiture of Rental. In the event that the Agreement should be terminated because of any breach by the Permittee, as herein provided, the annual rental payment last made by the Permittee shall be forfeited and retained by the CBJ as partial or total damages for the breach.

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

22. Expiration of Use Agreement. Unless the Agreement is renewed or sooner terminated as provided herein, the Permittee shall peaceably and quietly leave, surrender and yield up unto the CBJ all of the premises on the last day of the term of the Agreement. Upon expiration of the Agreement term, whether by lapse of time or otherwise, Permittee shall promptly and peacefully surrender the Premises, together with all keys, to CBJ in as good condition as when received by Permittee from CBJ or as thereafter improved, reasonable wear and tear and insured casualty excepted.

23. Removal or Reversion of Chattels upon Termination of Agreement. Chattels owned by the Permittee shall within sixty calendar days after the termination of the agreement be removed by lessee; provided, such removal will not cause injury or damage to the premises or chattels demised; and further provided, that CBJ may extend the time for removing such chattels in cases where hardship is proven. Chattels owned by the Permittee may, with the consent of CBJ, be sold

to the succeeding Permittee. All periods of time granted the lessee to remove chattels is subject to the Permittee's paying to the City and Borough pro rata lease rentals for the period.

- a) If any chattels not owned by CBJ and having an appraised value in excess of five thousand dollars as determined by the assessor are not removed within the time allowed, such chattels shall upon due notice to the lessee, be sold at public sale under the direction of CBJ. The proceeds of the sale shall inure to the lessee preceding if Permittee placed such chattels on the premises, after deducting for the CBJ rents due and owing and expenses incurred in making such sale. Such rights to the proceeds of the sale shall expire one year from the date of such sale. If no bids acceptable to the CBJ Manager are received, title to such chattels shall vest in the CBJ.
- b) If any chattels having an appraised value of five thousand dollars or less, as determined by the assessor, are not removed within the time allowed, such chattels shall revert to, and absolute title shall vest in the CBJ.

24. Rental for Chattels not Removed. Any improvements and/or chattels belonging to the Permittee or placed on the premises during the Permittee's tenure with or without the Permittee's permission and remaining upon the premises after the termination date of the Agreement shall entitle the CBJ to charge the Permittee a reasonable rent therefor.

25. Compliance with Regulations and Code. The Permittee shall comply with all regulations, rules, and the code of the CBJ, and with all state and federal regulations, rules and laws as the code or any such rules, regulations or laws may affect the activity upon or associated with the premises.

26. Condition of Premises. The Permittee shall keep the premises of the Agreement in neat, clean, sanitary and safe condition.

27. Inspection. The Permittee shall allow an authorized representative of the CBJ to enter the premises for inspection at any reasonable time.

28. Warranty. The CBJ does not warrant by its classification or allowing use of premises that the premises is ideally suited for the use authorized under the classification or use and no guaranty is given or implied that it shall be profitable to employ premises to said use.

29. Holding Over. If Permittee holds over beyond the expiration of the term of this Agreement and the term has not been extended or renewed in writing, such holding over will be month-to-month only.

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

31. Encumbrance of Parcel. The Permittee shall not encumber or cloud the CBJ's title to the Premises or enter into any lease, easement, or other obligation of the CBJ's title without the prior written consent of the CBJ; and any such act or omission, without the prior written consent of the CBJ, shall be void against the CBJ and may be considered a breach of this lease.

32. Equal Employment Opportunity. As a condition of this Use Agreement, Permittee will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, disability, sex, sexual orientation, gender identity, gender expression, marital status, changes in marital status, pregnancy or parenthood. In the event of Permittee's failure to comply any of the above non-discrimination covenants, CBJ shall have the right to terminate the Use Agreement.

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

34. Successors. This Agreement shall be binding on the successors, administrators, executors, heirs, and assigns of the Permittee and CBJ.

2021 Docks & Harbors Board Meeting Calendar

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