

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING AGENDA
For Wednesday, September 18th, 2019

- I. Call to Order** (5:00 p.m. at CBJ Assembly Chambers)
- II. Roll Call** James Becker, Chris Dimond, Don Etheridge, Steven Guignon, David McCasland, Budd Simpson, 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 Wednesday, August 21st, 2019 Operations/Planning Meetings Minutes**
- VI. Consent Agenda** - None
- VII. Unfinished Business** - None
- VIII. New Business**

- 1. ADOT Harbor Facility Grant Acceptance - Harris Harbor Zinc Anode
Presentation by the Port Director

Committee Questions

Public Comment

Committee Discussion/Action

MOTION: TO ACCEPT A \$125K ADOT HARBOR FACILITY GRANT FOR HARRIS HARBOR PILE ANODES.

IX. Items for Information/Discussion

- 1. Clean Vessel Act (CVA) Grant Funding – Cooperative Agreement with ADF&G
Presentation by the Port Director

Committee Discussion/Public Comment

- 2. Design Efforts Archipelago Phase II
Presentation by the Port Engineer

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Committee Discussion/Public Comment

3. Update – New regulation: Unattended Vessels at Launch Ramp Facilities
Presentation by the Port Director

Committee Discussion/Public Comment

4. Strategic Retreat Planning
Presentation by the Port Director

Committee Discussion/Public Comment

5. Alaska Association of Harbormasters & Port Administrators (AAHPA) Conference
Presentation by the Port Director

Committee Discussion/Public Comment

6. Petition to Relocate Statter Harbor No Wake Buoy
Presentation by the Port Director

Committee Discussion/Public Comment

X. Staff & Member Reports

XI. Committee Administrative Matters

1. Next Operations/Planning Committee Meeting- **Wednesday, October 23rd, 2019.**

XII. Adjournment

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- I. Call to Order** Mr. Wostmann called the meeting to order at 5:00pm in Conference Room 224 at City Hall.

II. Roll Call

The following members were present: Jim Becker, Chris Dimond, Don Etheridge, Steven Guignon, Annette Smith and Bob Wostmann.

Absent: David McCasland, Budd Simpson and Mark Ridgway.

Also present: Carl Uchytel – Port Director, Erich Schall – Deputy Port Engineer, David Borg – Harbormaster, Matthew Creswell – Deputy Harbormaster, Mary Becker, CBJ Assembly Member, Mary Wolf, Administrative Assistant 1.

III. Approval of Agenda

Mr. Wostmann asked for a change to the Agenda moving Mrs. Becker to speak to the Committee after the Consent Agenda.

MOTION BY MS. ANNETTE SMITH: TO APPROVE THE AGENDA AS AMENDED AND ASK UNANIMOUS CONSENT.

Motion passed with no objection

IV. Public Participation on Non-Agenda Items – Sandy Williams, Douglas, AK.

Mr. Williams said he is here again to ask the Committee what they are going to do about landscaping at Douglas Harbor. The Corp of Engineer did their part in dredging the harbor and it appears to him that it is time for the Dock & Harbors Board to do their part and landscape as promised in the five year plan. Four years have now passed since that plan. He has an interim plan for the Board. He notices lots of people parking and taking photos of the sunsets and it would be nice to have some benches, no backs necessary, to sit on while waiting for the sun to go down for photo opportunities. Also on any given day there are scores of people walking in the harbor area but they are walking in the parking lots, they can't get near the harbor because people are parking against the fence. He suggests that concrete curbs be added along the south side wall to keep vehicles away from the wall so people have a walkway to access and enjoy the harbor and keep them out of the parking lot. He isn't asking for fancy planters, picnic tables, or covered walkways. He just want a walkway for people to be able to walk safely to the harbor and something for folks so they can enjoy the harbor. Thank you.

V. Approval of Wednesday, July 17th, 2019 Operations/Planning Meetings Minutes

MOTION BY MR. WOSTMANN TO APPROVE THE MINUTES AS WRITTEN AND ASK UNANIMOUS CONSENT.

Motion passed with no objection

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VI. Consent Agenda

1. Mrs. Mary Becker provided that Committee with an Assembly update. She said tonight the Assembly is having a Finance meeting which she will be leaving early to attend. Remote sales tax, specifically Amazon, is something the Assembly is addressing. Ms. Smith noted that Amazon is already charging those taxes, CBJ receives 5% sales tax on those purchases. The City & Borough of Juneau was recently frauded by a wire transfer. Risk Insurance paid a large portion of that loss.

VII. Unfinished Business – None

VIII. New Business

1. Relocation of Quonset Hut onto Downtown Boatyard Lease Area
Mr. Uchytel, Port Director was hoping that Mr. Jeff Duvernay of Harri Commerical Marine would be present as he is the person requesting the relocation. Mr. Uchytel showed a power point slide presentation of where the Quonset hut currently sits and where Mr. Duvernay would like to move it to in the downtown boatyard lease area. On page 8 of the agenda is a copy of the letter that was sent to the Docks & Harbors Board on August 16th, 2019 outlining the request. What Mr. Duvernay is requesting is to relocate an existing 30' x 50' galvanized steel Quonset hut from his Lemon Creek Facility to the Downtown Boatyard which he sub-leases from Docks & Harbors. Mr. Duvernay is working through the permitting process with CBJ Community Development. Mr. Uchytel said that our lease contract requires lessees to receive approval from the Board prior to making improvements. Mr. Uchytel asked that the Board approve and support what Mr. Duvernay is requesting.

Committee Discussion

Mr. Etheridge, Mr. Becker and Mr. Wostmann all voiced their agreement on the improvement to the Downtown Boatyard by moving the Quonset hut there. Ms. Smith asked if by moving the building if it was going to add to his appraisal. Mr. Uchytel said it would not because it is an improvement that Mr. Duvernay is making.

Public comment – none

Committee Discussion/Action

MOTION BY MR. ETHERIDGE TO APPROVE HARRI COMMERCIAL MARINE'S REQUEST TO RELOCATE A 30 FT. BY 50 FT QUONSET HUT TO THE DOWNTOWN BOATYARD LEASE AREA SUBJECT TO RECEIVING APPROPRIATE BUILDING PERMITS.

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Motion passed with no objection.

IX. Items for Information/Discussion

Board Organization Retreat Plans/Goals was presented by Mr. Uchytel.

Mr. Uchytel stated how do we get the Board and Staff to all head in the same direction. The purpose of Strategic Planning with Staff and the Board is to elevate our organization and to make us better and make sure we are all on the same team and achieving the same goals. His staff of six are all working hard and believe that every day we get up and come to work and that what we are doing is important and that we are making a difference in the community. Sometimes we need to change direction and meet the mission of the organization. By strategically planning it's a programmatic, disciplined approach and guide to exactly what we do as opposed to just showing up to work or meetings. It's a means and not just a motion, its thinking big and long term. We had a meeting in 2015 and Mila Cosgove, Deputy City Manager, helped us with a new mission statement. We are now serving a wider array of user groups. We serve commerce, cruise ship industry, commercial fisherman, cruise ship passengers, locals just walking the docks, boat owners. Our vision statement is that we want to be the southeast Alaska marine center of excellence, providing safe, secure, modern vibrant facilities and meeting the needs of those we serve. Our staff wants to be the best and we want people coming to Juneau, we have three values we strive for: Service Excellence, Continuously Improving and Integrity. Safe secure harbors and we want a strategy for all those user groups. We want to draw people to the harbors and ports to enjoy and we are recognized. We want to meet this visions of the community like Sandy Williams. Improving technology and asset management. Maintaining our facilities. We want to execute our masterplans. The direction the Board gave me last meeting was what have we done in the past, which starting on page 23 of the agenda shows what we've done. On page 44 and 45 are internal documents from 2017-2019 that shows are accomplishments. The markouts shows what we have done and the unmarked show what still needs to be done.

Committee Discussion/Public Comment

Mr. Etheridge stated it is a good idea to have the Board hold a strategic planning meeting. He has grave concerns with the budget cuts, the near future looks dim.

Mr. Uchytel said that in the past we have been project focused, it would be good to plan fee reviews and other projects that aren't just capital improvement. Lease properties, how do we insure that we have viable patrons in the next 20 years.

Ms. Smith asked in the strategic plan document you talked about leveraging technology- have we looked at the possibility of creating mailing lists for people that buy launch

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permits and ways to notify customers that they are available for purchase for the next year or what ever the correspondence would be.

Mr. Borg has had very mixed reviews on email lists. People don't like to share their email addresses and they also change their email addresses very often. Flyers, radio and paper media seem to work better. We used email addresses from our billing software, not a signup.

Mr. Wostmann really supports strategic planning, he believes it keeps people in the know of where they are headed, and he suggested a moderated session. Moderated sessions keep people focused and moving forward and Mila Costgrove is a great choice. The Board needs to consolidate and list their priorities. He recommended a poll to set a date and time with feedback.

Mr. Uchytel asked if there was a consensus for a strategic planning meeting. Do they want to focus on capital improvement projects or future planning. He needs to give Mila specific things that the organization wants to do. What is our goal?

Mr. Etheridge said we need to keep capital projects on the list but he thinks we need to focus on our current lists that we can move forward with. Operations and what we can do with the facilities we do have.

Mr. Becker said we need to look at the BUILD grant projects. He also agreed with what Mr. Etheridge said. We need to look at projects and educate ourselves on what needs to be done.

Ms. Smith said that time should be spent looking at current projects and either expand them or contract them. She doesn't know either way.

Mr. Uchytel will get with Mila Costgrove. When and where do they want to hold the retreat?

Mr. Etheridge doesn't want to hold this at a regular meeting but on a different date and time. He would like a separation from the regular board meetings.

Mr. Wostmann agrees to an offsite or not a regular work environment and to a moderated meeting.

2. Finance Committee Plans/Goals.

Mr. Uchytel stated there's nothing new on this. The Finance committee will be meeting ahead of the board meetings.

Committee Discussion/Public Comment

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Mr. Wostmann, Finance Committee Chair would like the Finance Committee to do a fee analysis ahead of the Board Meeting. He suggests that the Finance Committee take a initial look at the fees that are charged and make sure they are appropriate for today's needs. With the reduction of state funding, grants, capital projects, etc. some of our revenue needs could be made up through fees increases. They would bring their recommendations and suggestions to the Board.

3. Ad Hoc Waterfront Leasing Policy

Mr. Uchytel said that the contentiousness in getting use permits or leases like Tracy's Crab Shack are asking what are the policies, and are also told you are not following policy. For the last couple of years, I have been trying to get policies in place. On page 53 is shown the nature of where we have gone with this. I have done most of the drafting and this is the entire draft. I have met with the Adhoc Committee and sub-committees and we have drafted it down, and it came up again this last spring with Board Chair Etheridge and assigned an Adhoc to committee to meet. They didn't meet and so the question is: are we done with this or are we going to continue with a public policy? So this is the language written and on page 56. We tried to carve out what are the allowable uses and that's the direction we are going but we have not been able to execute it.

Mr Etheridge said that at the Board meeting it was discussed that current Chair of the Ad Hoc Committee and who is now the current Chair of Ops Committee (Mark Ridgway) said that this project was going to be moved to the Operations Committee. We are going to let the chairman of this committee move forward with this. He is the one who wants this so bad and wants to move forward with this. I think he is the one to come up with the solution on this.

Mr. Borg said this is really something that needs to be address. He and Mr. Creswell have run across this several times just in the last year. In our efforts for constant improvement and working with the public and trying to meet everyone's needs, and the person who wants to make a buck, we've have to deal with a lot of one off requests this year and it is very hard to say you don't have a permit for that so you can't do that. They ask how to get the permit? What you are asking us to do with permitting etc, really doesn't coincides with what we do. He thinks some good language, not just on our water front here but also at the harbors would help. The staff needs some good direction from the Board on this.

Public comment – none.

Board discussions. Mr. Etheridge suggested that we put it on as an agenda item for the Operations Committee and when Mr. Ridgway is here we move forward with it.

No further comments.

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4. Ad Hoc Fisheries Committee

Mr. Uchytel asked Mr. Becker to help out with this. Mr. Uchytel said at one time there was a Juneau Fisheries Development Committee made up of nine persons. They had difficulty in getting all nine members together so their number was reduced. They haven't met in years and he had trouble even finding the language of the committee. He asked the Dock & Harbors Ops Committee if they want to form an Ad Hoc Fisheries Committee to deal with fishing issues.

Committee Discussion/Public Comment

Dennis Watson, Juneau AK said he thinks that Docks & Harbors should focus on tourism and our ports and harbors, not on fisheries.

Mr. Becker said he was on the original panel of nine of the JFDC and they reduced down to five members. They did a survey to see what the public wanted and they wanted roadside fisheries. They presented the City with a Resolution. There are issues with the fishing industry. I would be willing to serve as a chair and facilitate a committee.

Mr. Etheridge said we need to keep the commercial fisheries group together. He thinks we need to do that. I would appoint Mr. Becker as chair of that committee and if any one else is interested we would appoint them as well.

Mr. Uchytel asked Mr. Becker when and how he would like the committee to meet. Would it be a standing committee or meet only when issues arise?

Mr. Becker would only like to meet when necessary.

Mr. Wostmann asked Mr. Etheridge who calls the Ad Hoc Committee together.

Mr. Etheridge said that the committee chair calls the committee together.

X. Staff & Member Reports

Mr. Borg reported: We have a lot going on. The biggest news is that we have the Coast Guard and Army divers in town. They worked on the breakwater at Statter and will be diving at the IVF and ABLF. They dove on the Lumberman and found some serious issues including environmental issues. The staff did a great job with the storm last week. The Derby is coming up this weekend and we are preparing for that.

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Mr. Creswell reported: The Statter breakwater is 35 years old and we have been having some problems. The bolts were replaced and many have failed and were replaced again. We had the dive team put in nine bolts which they used as a training opportunity. They are going to inspect the anodes at the ABLF. We are giving them as much opportunity as we can to help us out and well as themselves. The Derby is all ready to go. We are looking for a great turnout. Continuing to work on derelict boats and working with staff to finish out a very busy season. September 15 our season will start tapering off.

Ms. Smith had four questions for staff:

1. Are there any plans for a large travel lift?

A build grant application was applied for in the amount of \$25 million dollars for a 150 ton lift to extent our services.

2. How are trash fees handled in the harbors? And a follow up question - should the City & Borough of Juneau contribute to our trash fees?

We are a public facility and the only persons that pay trash fees are those on live aboard boats in the amount of \$69/month as a utility cost. We spend \$180,000 a year removing trash in the harbors. We can't control who or what is dumped as a public facility. Commerical use people do not pay a specific fee. We don't have a trash fee as a billing code. They are our dumpsters and the cost is Docks & Harbors.

3. When will the shower in Harris Harbor be repaired?

We are aware of the problem and are trying to find a solution to the hot and cold water issues. We are trying find a valve that meets code and prevents scalding and leakage.

4. How much did the float extention at the Auke Bay Marine Station cost?

The cost was \$193,000.

Mr. Uchytel reported: Tomorrow Erich Schall and I will be presenting to the community about the Archeipelgo project at noon. On Sept. 11 at noon we will have a special board meeting to approve the bid opening for the security booths on the approach docks at the CT and AS docks. We went back to Fish and Game about using the Amagla Harbor funds for something else. I asked them if we could transfer those funds to the Wayside Park Float and they said no. We are looking to see if we can find something else to use those funds for.

XI. Committee Administrative Matters

Next Operations/Planning Committee Meeting- **Wednesday, September 18th, 2019.**

XII. Adjournment: Meeting adjourned at 6:28pm.



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Transportation
and Public Facilities

Program Development and Statewide Planning
Juneau Field Office

3132 Channel Drive
Juneau, Alaska 99811-2500
Main: 907-465-8864
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September 9, 2019

Mr. Carl Uchytel
Port Director
City and Borough of Juneau
155 S. Seward St.
Juneau, AK 99801

Subject: Letter of Award of the FY 2020 Harbor Facility Grant Funds – Harris Harbor Pile Anodes

Dear Mr. Uchytel:

Congratulations on successful funding of your application for the Department of Transportation and Public Facilities' Harbor Facility Grant Program for FY 2020. Upon execution of a harbor grant agreement with the department, the City and Borough of Juneau will receive a Tier II 50/50 matching harbor grant in the amount of \$125,000 for construction of the Harris Harbor Pile Anodes project. These funds are 100% state general funds.

As a reminder, and as explained in the harbor grant instructions, the municipality will have six months from the date of this Letter of Award to properly ratify and execute a mutually agreeable grant agreement with the department. Note if there is a change in your harbor project that affects the nature of the municipality's original application, then that could prevent us from executing a harbor grant agreement. If a grant agreement cannot be completed within that six month period, the department may deny the award and select the next highest scoring proposal or award the funds in subsequent years. After the grant agreement is signed, the City and Borough of Juneau will have 18 months to complete the construction phase of the project.

Your point of contact is Jim Potdevin in the Juneau Field Office. Please contact him at your earliest convenience to discuss the grant agreement and the timing for your harbor project. We look forward to working with you on this important municipal harbor project. If you have any questions, please contact Mr. Potdevin at (907) 465-8864.

Sincerely,

A handwritten signature in cursive script, reading "Benjamin M. White".

Benjamin M. White
Director



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

Cooperative Agreement Number 20-019

Title: Harris and Statter Harbors Boat Sewage Pump-out Facility Improvements

Between:

**Alaska Department of Fish and Game
Division of Sport Fish**

And the

City and Borough of Juneau

I. AUTHORITY:

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

ADF&G enters into this agreement under authority AS16.05.050 (12), AS36.30.850(c) and the Federal Aid in Sport Fish Restoration Recreational program: Clean Vessel Act (CFDA # 15-616).

II. PURPOSE OF THE AGREEMENT:

To construct, manage, and maintain sewage pumpout stations in Harris and Statter Harbors for year-round use to better serve recreational boaters and other public users.

III. TERM OF THE AGREEMENT:

The effective date of this agreement shall be from the date of final signature. The design life of this facility is 5 years; therefore, this agreement shall remain in effect until December 31, 2026.

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

1. To reimburse the CITY for accomplishing the purpose of this agreement in an amount not to exceed \$75,000. The source of funding shall be 100% Federal Aid in Sport Fish Restoration Act (Dingell-Johnson/Wallop-Breaux) as amended by the Clean Vessel Act of 1992. Availability of these funds shall be subject to approval of the project by the Federal Aid Office of the U.S. Fish and Wildlife Service (USF&WS).
2. To authorize the CITY to manage and maintain the pumpout equipment as a CITY facility. The CITY owns, operates, and maintains the existing facility, which is operated primarily for the use of recreational power boaters and sport anglers.
3. To perform a final inspection of the completed project to verify compliance with this agreement.

V. COVENANTS OF THE CITY AND BOROUGH OF JUNEAU:

1. To provide matching funds in an amount not less than one-third of the amount provided by ADF&G. This is a match ratio of 75% Federal Aid funds to 25% City funds. These funds shall be from a non-federal source and shall be

claimed by ADF&G as match for the federal funds provided by ADF&G. The City will be required to provide not less than \$25,000 to match the amount stated in paragraph IV.1. above.

The CITY shall provide all additional funding needed to complete the improvements covered by this agreement. The total estimated costs of the improvements is \$100,000.

2. To complete the construction of the pumpout facility funded by this agreement prior to December 31, 2021.

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

3. The pumpout facility will be used primarily for the benefit of the recreational boating and sport fishing public. No change in this use will be made without prior written approval of ADF&G.
4. To manage and maintain the pumpout facility for public use until December 31, 2026.
5. Management activities and maintenance services shall ensure orderly public use and keep the facility clean and in a good state of repair. Management and maintenance may be adjusted seasonally commensurate with seasonal public use.
6. ADF&G will consider the facility closed to the public if the CITY physically denies access, fails to provide adequate management or maintenance or allows incompatible uses of the facility that effectively limits public use by recreational boaters and sport anglers.
7. To obtain and comply with all federal, state, and local permits required for construction and maintenance of the renovation project.
8. To install a sign identifying the participation of ADF&G, the Federal Aid in Sport Fish Restoration Program, Clean Vessel Act Program, and sport anglers in facility development. To install additional signage as deemed appropriate, to indicate that the primary use of the facility is for sport fishing and recreational power boating access.
9. To be responsible, for a period of one year from the date of ADF&G's final inspection, for correcting all defects in the design or construction when the defect is brought to the attention of the CITY, without additional cost to ADF&G. The CITY will make good and be fully responsible for all damages to persons and property that arise from equipment or workmanship which is inferior, defective, or not in accordance with the terms of this agreement.
10. To maintain adequate insurance in conjunction with the design, construction, and maintenance of the improvements.
11. The CITY shall perform all aspects of the project in compliance with appropriate laws and regulations which include but are not limited to the following:
 - a. Local Building Codes- The CITY shall comply with applicable local buildings codes and shall obtain a building permit if required (AS 35.10.025).
 - b. Historic Preservation- The CITY shall comply with AS 41.35.070 to preserve historic, prehistoric and archeological resources threatened by public construction.
 - c. Public Contracts- The CITY shall comply with AS 36.05 in determining the wages and hours of labor on public contracts.
 - d. Political Activity- Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

- e. Civil Rights- Pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title I, II & III of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 and Title IX of the Education Amendments of 1972, no person shall, on the grounds of race, color, national origin, age, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded in whole or in part by federal funds.
 - f. Allowable costs/Cost principles-OMB 2 CFR 200 establishes principles and standards for determining costs applicable to grants, contracts, and other agreements with state and local governments. A cost is allowable for federal reimbursement only to the extent of benefits received by federal programs, and costs must meet the basic guidelines for allowability, reasonableness and allocability.
 - g. Drug-free Workplace Act- The CITY, by signing this agreement, certifies that they will provide a drug-free workplace.
 - h. Debarment/Suspension – The CITY, by signing this agreement, certifies that neither it, nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from federal financial assistance programs or activities.
 - i. Audits- The CITY acknowledges that 75% of the funding for this agreement is from the Federal Aid office of the U.S. Fish and Wildlife Service under CFDA 15.616. The CITY acknowledges that receipt of federal funds may create audit requirements under OMB 2 CFR 200.
 - j. Workers Compensation Insurance- The CITY shall provide and maintain, for all employees engaged in work under this agreement, coverage as required by AS 23.30.045, and, where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements.
 - k. Open Competition - The CITY shall comply with Executive Order 13202 dated February 17, 2001 prohibiting any requirements or bidding preferences based on contractor affiliation with labor organizations.
12. If the CITY handles hazardous materials on the site, the CITY agrees to employ adequate procedures for safely storing, dispensing, and otherwise handling hazardous materials in accordance with applicable federal, state, and local laws. Hazardous materials include but are not limited to fuels and lubricants commonly used in vehicles and boats.

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

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

VI. GENERAL PROVISIONS:

- 1. ADF&G and the CITY shall cooperate in accomplishing the improvements to be provided under this agreement. The CITY shall be the lead agency in accomplishing all work necessary to make the improvements. The CITY may employ construction contractors as may be appropriate.
- 2. The CITY shall provide ADF&G a copy of the proposed design and installation schedule. The CITY shall also promptly notify ADF&G of all changes made to the schedule or the design. At the completion of the installation, the CITY shall provide ADF&G a copy of the as-built plans and equipment specifications. Reimbursement for construction work shall be contingent on ADF&G approval of work actually performed.

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

3. The CITY will be reimbursed only for the cost of work completed which is directly related and allocable to the project and which ADF&G has approved. The CITY will not be reimbursed for administrative work or overhead it incurred while completing the project. Reimbursement will be made within 30 days of receipt and approval, by ADF&G, of a request for reimbursement from the CITY. All requests for reimbursement shall be adequately documented. Documentation may include copies of materials invoices, payroll ledgers, equipment logs, contract payments, etc. In the event of a late payment, ADF&G will not pay late fees.

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

To document the required match to be provided by the CITY as specified in paragraph III.1., all requests for reimbursement will be paid at the rate of 75% of the requested reimbursement until the amount specified in paragraph IV.1. is reached.

With the exception of the final payment, requests for reimbursement shall be in amounts no less than \$10,000. If the CITY chooses to make monthly billings, such billings will be held by ADF&G until the total amount reaches at least \$10,000.

4. The CITY does not intend to charge a user fee for public use of the completed facility. In the event that the CITY finds it necessary to impose a user fee, the CITY shall provide ADF&G a copy of the proposed fee schedule for review and approval. Fees shall be subject to the following criteria:
 - a. The maximum fee for emptying the sewage holding tank of a privately-owned recreational boat shall be \$5 unless a higher fee can be justified (50 CFR 85.44). Justification for a higher fee is subject to approval by the USFWS.
 - b. Fees shall not be imposed to recover the capital cost of the improvements covered by this agreement.
 - c. Fees shall not exceed the cost of operation, maintenance, and improvement of the pumpout.
 - d. Site specific fees that exceed the cost of operation, maintenance, and improvement are program income. An areawide fee, such as an annual launch permit, that allows the use of any CITY launch ramp usually is not considered program income. Fees collected and determined to be program income must be credited back to the Federal Aid in Sport Fish Restoration program through ADF&G. The basic policies for the treatment of program income by the USFWS contained in 43 CFR Part 12 and OMB Circular A-102 apply to this agreement.
 - e. The CITY may establish a capital improvement account to fund specified major improvements to the site. Establishment of such an account shall be reviewed and approved by ADF&G. The CITY shall specify the improvement proposed, the estimated cost and completion date when requesting approval. Fees accumulated in a capital improvement account will not be considered program income if they are used for the approved improvement.
 - f. If required by future changes to federal regulations or at the request of ADF&G, the CITY shall provide ADF&G an accounting of fees collected and costs of operation, maintenance, and improvements. This accounting shall be on an annual basis and in sufficient detail to satisfy state and federal regulations.

5. The effective date of this agreement shall be from the date of final signature by ADF&G.
6. The design life of the facility is 5 years; therefore, this agreement shall remain in effect until December 31, 2026.
7. Either agency may terminate its involvement in this agreement by written notice to the other at least 90 days in advance of the date on which termination is to become effective. In the event that an agency terminates its involvement in this agreement, defaults in its duties under this agreement or this agreement expires, disposition of the sport fishing access improvements shall be accomplished by whichever of the following contingencies is appropriate:

- a. Agreement expires on December 31, 2026:

ADF&G shall have the option to negotiate an extension of this agreement with the CITY for the continued public use of the facility. ADF&G shall have 90 days after the expiration of this agreement in which to notify the CITY of its intent to exercise this option. If ADF&G does not exercise this option, all equipment and components of the pumpout station purchased under this agreement shall become the property of the CITY.

- b. ADF&G terminates its involvement:

If prior to December 31, 2026, ADF&G finds that there is no longer a need for the pumpout station covered by this agreement, then this agreement shall be terminated. All equipment and components of the pumpout station purchased under this agreement shall become the property of the CITY at no additional cost to the CITY.

- c. The CITY terminates its involvement:

If prior to December 31, 2026, the CITY closes the facility to the public, does not comply with the requirements of this agreement or terminates its involvement in the purpose of this agreement, this agreement shall be terminated and the CITY shall reimburse ADF&G for the total funding it provided at the rate of 20 percent for each full year between the date of termination and December 31, 2026.

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

8. The CITY may make improvements to the facility at its own expense provided the improvements are compatible with the purpose of this agreement and are approved in writing by ADF&G prior to construction.
9. Funding for major maintenance or repair of casualty damage will be negotiated on a case-by-case basis. Each agency's share of such funding shall be contingent on availability of funds.
10. The rights and responsibilities vested in each agency by this agreement shall not be assigned without the written consent of the other agency.
11. Agents and employees of each agency shall act in an independent capacity and not as officers, employees, or agents of the other agency in performance of this agreement.
12. Nothing in this agreement shall obligate either agency to the expenditure of funds or future payments of money in excess of those herein agreed upon or authorized by law.
13. Nothing in this agreement transfers title or land jurisdiction other than set forth herein.

14. The CITY shall indemnify, hold harmless and defend ADF&G from and against any claim of or liability for error, omission or negligent act of the CITY under this agreement. The CITY shall not be required to indemnify ADF&G for a claim of, or liability for, the independent negligence of ADF&G. If there is a claim of, or liability for, the joint negligent error or omission of the CITY and the independent negligence of ADF&G, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "CITY" and "ADF&G" as used within this paragraph, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in ADF&G's selection, administration, monitoring or controlling of the CITY and in approving or accepting the CITY's work.
15. Both parties agree to comply with all applicable federal and state laws regulating ethical conduct of public officers and employees.
16. Each agency will comply with all applicable laws, regulations, and executive orders relative to Equal Employment Opportunity.
17. Nothing herein is intended to conflict with federal, state, or local laws or regulations. If there are conflicts, this agreement will be amended at the first opportunity to bring it into conformance with conflicting laws or regulations.
18. This agreement may be revised as necessary by mutual consent of both parties, by the issuance of a written amendment, signed and dated by both parties.
19. All approvals and notices required by this agreement shall be written and shall be sent by registered or certified mail to:

Director	Port Director
Division of Sport Fish	City and Borough of Juneau
Alaska Dept. of Fish & Game	155 South Seward Street
P.O. Box 115526	Juneau, Alaska, 99801
Juneau, Alaska 99811-5526	
20. This agreement is complete and has no other encumbrances, addenda, attachments, or amendments with the following exceptions: Attachment A – Juneau Area Map

VII. APPROVING SIGNATURES

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

CITY AND BOROUGH OF JUNEAU

 _____
Carl J Uchytel
Port Director

9/13/2019

Date

ALASKA DEPARTMENT OF FISH AND GAME

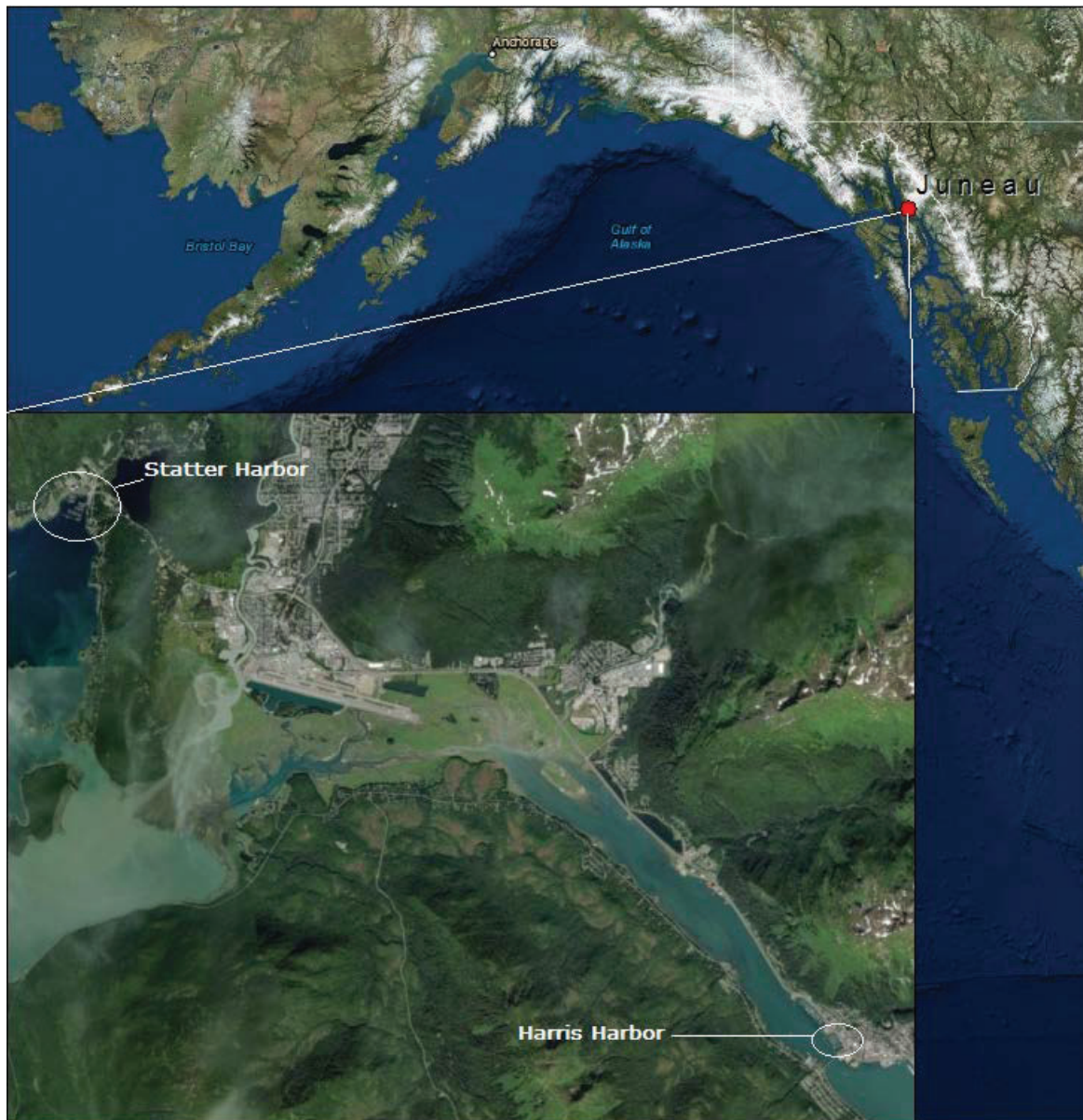
David Rutz
Division of Sport Fish

Date

Samantha Gatton, Deputy Director
Division of Administrative Services

Date

Attachment A: Parcel Location



Juneau area map highlighting Harris and Statter Harbors where pump-out facilities will be improved.

Proposed New Ordinance

CBJ 85.20.040 – Unattended Vessels at Boat launch Prohibited

- (a) Boat launches are intended only for loading and unloading vessels. No person operating or in charge of a vessel may leave the vessel unattended at the Douglas Harbor Boat Launches, the Harris Harbor Boat Launch, the North Douglas Boat Launch, the Statter Harbor Boat Launch, the Amalga Harbor Boat Launch, the Echo Cove Boat Launch, or the Auke Bay Landing Craft Freight Ramp. A person or persons attending a vessel must monitor and be able to maneuver the vessel as necessary for safe and efficient use of launches. For the purposes of this section, a vessel includes a boat, kayak, seine skiff or other similar watercraft.
- (b) The prohibition in section (a) does not apply to temporary durations when the operator or person in charge of the vessel leaves the boat launch to dispatch a vehicle and trailer necessary in the recovery of the vessel.
- (c) Violation of this section is a violation subject to a civil fine.

Title 85

Boat Harbor

85.10.050(k)	Violate posted parking	25.00
85.20.030(a)	Boat launch ramp fee and permit required	75.00
CBJ 85.20.040(a)	Unattended Vessels at Boat Launch Prohibited	75.00
85.25.010	Fail to register	25.00

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Legals



NOTICE OF PROPOSED CHANGES TO REGULATION Amendment of Title 85, Chapter 20 UNATTENDED VESSELS AT BOAT LAUNCH PROHIBITED

DOCKS & HARBORS BOARD IS PROPOSING TO ADOPT AN AMENDMENT TO THE FOLLOWING REGULATION.

CBJ 85.20.040 – Unattended Vessels at Boat launch Prohibited

(a) Boat launches are intended only for loading and unloading vessels. No person operating or in charge of a vessel may leave the vessel unattended at the Douglas Harbor Boat Launches, the Harris Harbor Boat Launch, the North Douglas Boat Launch, the Statter Harbor Boat Launch, the Amalga Harbor Boat Launch, the Echo Cove Boat Launch, or the Auke Bay Landing Craft Freight Ramp. A person or persons attending a vessel must monitor and be able to maneuver the vessel as necessary for safe and efficient use of launches. For the purposes of this section, a vessel includes a boat, kayak, seine skiff or other similar watercraft.

(b) The prohibition in section (a) does not apply to temporary durations when the operator or person in charge of a vessel leaves the boat launch to dispatch a vehicle and trailer necessary in the recovery of the vessel.

(c) Violation of this section is a violation subject to a civil fine.

The above regulation is proposed for adoption pursuant to CBJ's 01.60 and

Title 85	Boat Harbor	
85.10.050(k)	Violate posted parking	25.00
85.20.030(a)	Boat launch ramp fee and permit required	75.00
CBJ 85.20.040(a)	Unattended Vessels at Boat Launch Prohibited	75.00
85.25.010	Fail to register	25.00

CBJ 85.02.060, and CBJ 85.02.100. Interested persons may obtain a full copy of the proposed regulation at any of the harbor offices, at the CBJ libraries, at the CBJ Clerk's Office, online at <https://beta.juneau.org/harbors/public-notices-newsletter> or obtain more information by calling the Harbormaster at 907-586-5255.

The Board is holding a public hearing and intends to take final action on the proposed changes on September 26th 2019 at 5 pm in CBJ Room 224. Written comments may also be submitted to the Port Director's Office by fax at (907) 586-0295, by hard copy at 76 Egan Drive, and online by web form at the above web address until 4:30 p.m. on September 25th, 2019.

Pub: August 25, September 5, 13 & 22, 2019

871082

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BINGO**
(equal to a
Single Bingo)

The complete Xtra Tuff Bingo
rules can be found online at
JuneauEmpire.com/Bingo

Petition letter to move Auke Bay slow down marker

- We the undersigned are requesting a No Wake Zone to be extended in a straight line from Smugglers Cove, Sphun Island to Battleship Island and Indian Island to include the waters in Auke Bay to Statter Harbor. Our concerns are for safety and for the protection of property, both commercial and personal, which has experienced significant damage in the past decade.
- Auke Bay has become a multi-recreational and commercial use body of water. Recreational uses include swimming, paddle boarding, kayaking, rowing/canoeing, water skiing, recreational boating, sport fishing, towing of boats, and the anchoring of recreational boats from mega yachts, to sailing and sport fishing boats. Add in the commercial use of these waters from motorized vessels for commercial fishing, the Alaska Marine Highway, cruise ships, and adventure and whale watching tours and the waterway becomes extremely busy . This multi use of these waters by such diverse groups has created dangerous conditions, as well as resulting in significant damage commercially and personally. The responsible solution in avoiding personal disaster resulting in personal injury or loss of life and damage to property is to eliminate wake from high speed marine vessels

