

**CBJ DOCKS & HARBORS BOARD**  
**OPERATIONS/PLANNING COMMITTEE MEETING AGENDA**  
**For Wednesday, August 21st, 2019**

- I. Call to Order** (5:00 p.m. at Conference Room 224)
- 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, July 17th, 2019 Operations/Planning Meetings Minutes**
- VI. Consent Agenda** - None
- VII. Unfinished Business** – None
- VIII. New Business**

- 1. Relocation of Quonset Hut onto Downtown Boatyard Lease Area  
Presentation by the Port Director

Committee Discussion

Public Comment

Committee Discussion/Action

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

- IX. Items for Information/Discussion**
  - 1. Board Organization Retreat Plans/Goals  
Presentation by the Port Director  
  
Committee Discussion/Public Comment
  - 2. Finance Committee Plans/Goals

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Presentation by the Port Director

Committee Discussion/Public Comment

3. Ad Hoc Waterfront Leasing Policy

Presentation by the Port Director

Committee Discussion/Public Comment

4. Ad Hoc Fisheries Committee

Presentation by the Port Director

Committee Discussion/Public Comment

**X. Staff & Member Reports**

**XI. Committee Administrative Matters**

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

**XII. Adjournment**

**CBJ DOCKS & HARBORS BOARD**  
**OPERATIONS/PLANNING COMMITTEE MEETING MINUTES**  
**For Wednesday, July 17th, 2019**

- I. Call to Order** Mr. Eiler called the meeting to order at 5:45pm in the CBJ Assembly Chambers.

**II. Roll Call**

The following members were present: Don Etheridge, Bob Janes, Budd Simpson, James Becker, Bob Wostmann, Christopher Dimond, Mark Ridgway, and Weston Eiler.

Absent: David McCasland.

Also present: Carl Uchytel – Port Director, Gary Gillette – Port Engineer, Erich Schaal – Deputy Port Engineer, David Borg – Harbormaster, and Matthew Creswell – Deputy Harbormaster.

**III. Approval of Agenda**

Mr. Uchytel requested adding another special order of business after Committee Administrative matter.

**Hearing no objection, the Agenda is approved as amended.**

**IV. Public Participation on Non-Agenda Items – None**

**V. Special Order of Business**

Mr. Uchytel said he wanted to recognize Mr. Creswell as a certified Marina Operator. This means he has went through the process with UAS with an elevated level of professional achievement for completing 11 online courses, PCC recognized Mr. Creswell for this achievement in April of this year. The classes he completed include, Facility Safety, Marine Structures and Materials, Oil Spills, Prevention Preparedness and Response, Customer Service for Ports and Marinas, Hazardous Materials for Waste, Risk and Controls, Fire Safety for Ports and Marinas, Marina Utilities, Water and Sanitary Sewer, Harbor Administration, Harbor Planning and Operations, Harbor Utilities Electrical System, and Clean Harbors. He is the only Harbor employee in Alaska who has completed all these classes and this is a great achievement.

Mr. Uchytel also recognized Mr. Jesse Perry and Mr. James Miller for putting out a fire in a trash receptacle along the seawalk next to Mr. Kirby Day's office on Sunday. The fire was started by a mentally unstable lady. The papers in the trash were lit around 1:00 AM, which was caught on camera, and was smoldered for hours until Mr. Perry and Mr. Miller came on duty at 5:00 AM and while doing their security sweep of the area, found the fire and put it out. They also helped JPD identify the person who lit the fire. Mr. Uchytel showed a picture of the damage and said they stopped a major fire.

**VI. Approval of Wednesday, June 19th, 2019 Operations/Planning Meetings Minutes**

Hearing no objection, the minutes were approved as presented.

**VII. Consent Agenda - None**

**VIII. Unfinished Business –**

**CBJ DOCKS & HARBORS BOARD**  
**OPERATIONS/PLANNING COMMITTEE MEETING MINUTES**  
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**1. Unattended Vessels – New Regulation**

Mr. Uchtyl said on page 11 in the packet is the proposed regulation that was brought to the Board in the past. The only change recommended was with the removal of Tee Harbor. The new regulation is ready to move forward for a public hearing and to the Assembly for the ordinance change. This was thought to be needed due to the seiners anchoring outside Amalga Harbor and coming in and leaving their skiffs unattended at the launch ramp boarding float. This year the seiner's fishing has been closed and the unattended skiffs are not a problem this summer.

**Committee Discussion**

Mr. Ridgway asked if this will be advertised and signs put up?

Mr. Uchtyl said we are required to publically notice in the newspaper and advertise at the libraries and Port and Harbor offices. We can also put it on the bulletin boards at the harbors including Amalga.

Mr. Janes asked if it would be good to add how much time you have to retrieve your vessel? He suggested 15 minutes.

Mr. Uchtyl said there is more discession for the Harbor Officers if there is no time in the regulation. Being too prescriptive will make it more difficult to enforce.

**Public Comment - None**

**Committee Discussion/Action –**

Mr. Wostmann said this has been discussed several times and he believes it is ready to move forward.

**MOTION BY MR. RIDGWAY: MOVE TO ADOPT THE DRAFTED LAW PROPOSAL CBJ 85.20.040 UNATTENDED VESSELS AT BOAT LAUNCH PROHIBITED AND REQUEST UNANIMOUS CONSENT.**

**Motion passed with no objection**

**IX. New Business -None**

**X. Items for Information/Discussion**

**1. Amalga Harbor Fish Cleaning Station**

Mr. Uchtyl said at the June 27<sup>th</sup> Board meeting the Board approved the following motion;

*TO MOVE FORWARD WITH THE CONSTRUCTION OF THE DOCK EXTENSION FOR THE PURPOSE OF ALLEVIATING THE CROWDING AND REMOVE THE FISH CLEANING STATION THERE CURRENTLY AND PROVIDE SIGNAGE AND WORK ON CREATING AN ENFORCEMENT FOR THE ABILITY TO FINE PEOPLE FOR UNAUTHORIZED FISH CLEANING.*



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He said we still are not sure what the Assembly will do if they will accept the Fish & Game grant that was not accepted by the PWFC in January until Docks & Harbor provided more process. Staff has provided more process and the Board has made a recommendation. On July 29<sup>th</sup> he said he will go back to PWFC for them to approve the Fish & Game grant. He would like to have the discussion on the removal of the fish cleaning station, the enforcement for fish cleaning at Amalga, and what direction the Committee has for staff.

Mr. Borg said he did meet with some of the people from the Amalga Harbor neighborhood to discuss the issues at hand, the carcasses, the affect they are having on bear attractants, nuisance, and the entire situation. He thought it was a productive meeting. Everyone agreed to getting some signage up. Looking at the current regulations, he said it is going to be very difficult to come up with a littering ordinance. The litter is coming from the ocean and it is not littering to go back in the ocean. This could mean he will need to have a staff member 24/7 to ensure and enforce something that is going to be very volital. He said the signage will ask for cooperation from users of the launch ramp area to take their fish home to clean it and dispose of it there. The signs should be up next week. Staff also filled pot holes and installed dog waste bags. He said Docks & Harbors will provide D1 for future pot holes he just needs to know when that is needed.

**Committee Discussion/Public Comment**

Mr. Eiler questioned what was decided to do with the private fish cleaning float?

Mr. Borg said that was talked about also. The discussion was if the Amalga neighbors are asking Docks & Harbors to remove our fish cleaning station it would probably be in their best interest to remove theirs and they agreed.

Mr. Ridgway asked if there was any discussion on cameras? He said he received an email from a friend that had \$3,000 of items stole.

Mr. Borg said there is no way to hook into a CBJ network to monitor.

**2. BUILD Grant Application**

Mr. Uchytel said staff submitted three BUILD grants by the deadline. The first one is on page 12 asking for \$25M for Juneau Fisheries Terminal Completion. The next is on page 43 asking for \$25M for Juneau Marine Service Center. The third is on page 59 asking for \$12M for the elevated seawalk from Auke Bay Marine Station to Statter Harbor. He said he does not have a lot of confidence Docks & Harbors will received the grants but staff is trying. There is \$900M in this program this year which is down \$600M from the year before. We have good applications but there is a lot of competition.

Mr. Eiler said because he works for the University of Alaska for this discussion he will pass the gavel to Mr. Ridgway because one of the grants, the non-motorized access goes along side the edge of the University property and there could be a conflict.

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Committee Discussion/Public Comment –None

3. Feasibility Cost Analysis Letter to Army Corps of Engineers

Mr. Uchytel said on page 67 in the packet is a letter for the process to get a congressional work plan for a Army Corps start project at the Auke Bay Marine Station. This will be the third time the letter was written to the Alaska District. The bullet points are the efforts toward this project, and he wants them to know we are doing everything we can to get support from the Army Corps. It requires a congressional work plan to get it on the list. The Corps said it is a great project, and they want to do this project, but there are more requests than available money.

Committee Discussion/Public Comment - None

4. Agenda to AAHPA Conference

Mr. Uchytel said Docks & Harbors is hosting the 40<sup>th</sup> annual Alaska Association of Harbormasters & Port Administrators annual conference in Juneau this year. We have a great program with the tag line “Dream It, Plan It, Build It” which will leverage what has been accomplished in Juneau. The draft agenda is on page 69 in the packet and Mr. Uchytel talked about all the speakers. Staff anticipates about 100 attendees.

Committee Discussion/Public Comment - None

5. Leadership Positions for FY20 Docks & Harbors Board

Mr. Uchytel said Mr. Eiler is not renewing his position on the Board so he will be stepping down, Mr. Wostmann has applied and just left to be interviewed for his position on the Board. Next week the Board will have two new members. This is an opportunity to talk about the current Board year.

Committee Discussion/Public Comment

Mr. Etheridge said he suggests to wait until the new Board members are seated and discuss this at that point.

Mr. Uchytel asked if the Board wanted to keep the current Committees and meeting schedule.

Mr. Etheridge said yes.

Mr. Ridgway asked for a longer time to review documents prior to a meeting.

Mr. Simpson recommended to put the items that are discussed fully in a Committee meeting on the consent agenda for the Board meeting.

**X. Staff & Member Reports**

Mr. Uchytel reported:

- Mr. Gillette will retire July 31<sup>st</sup> and there will be a potluck party at Noon in the CBJ Assembly Chambers.

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- He is working on the hiring process with H.R. for the Port Engineer position.
- The Port Director's evaluation is coming up in August.

Mr. Ridgway said he pointed out to Mr. Uchtyl that the email for the Board on the website was going to the Harbormaster and not to the Board. He discovered that when a friend said he sent an email about cameras and it wasn't received by the Board.

Mr. Uchtyl said the email is fixed now.

Mr. Borg said one of the biggest issues with camera systems is the system itself. Tom Mattice with emergency management is working on a federal grant currently for \$96,000 that would evaluate all our locations in CBJ for feasibility. This is a feasibility study and will not pay for any hardware or software. The Port has good cameras which was a \$350,000 system with 26 camera's. This is a very expensive situation and it is hard to monitor. Cameras are not an end all to crime. His other frustration with crime is that when people see something they do not call the police because they do not want to get involved. He said moorage rates would need to be increased to be able to purchase cameras.

Mr. Creswell said in Statter Harbor where he has a camera system he will only review footage if they file a police report.

Mr. Ridgway asked if we keep statistics of reported violations and thefts.

Mr. Borg said yes. It is kept per location.

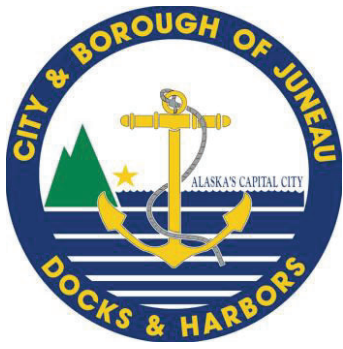
**XI. Committee Administrative Matters**

1. Next Operations/Planning Committee Meeting- **Wednesday, August 21st, 2019.**

**Special Order of Business-**

Mr. Uchtyl presented Mr. Eiler with a plaque and Mr. Janes with a jacket and thanked them for their service on the Board.

**XII. Adjournment:** Meeting adjourned at 6:34pm.



# Port of Juneau

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

**From:** Carl Uchtyl, Port Director  
**To:** Docks & Harbors Board  
**Via:** Docks & Harbors Operations & Planning Committee  
**Date:** August 16<sup>th</sup>, 2019  
**Re:** Harri Commercial Marine – Lease Improvement Request

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1. As mentioned at the July 25<sup>th</sup> Board meeting, Jeff Duvernay (President Harri Plumbing & Heating) is requesting 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 has applied and is working through the permitting process with Community Development Department. He has reported a number of challenges necessary to secure the building permit. The primary being Parcel "A" is comprised of two lots which may require consolidation and new plat prior to the issuance of a building permit.
2. At the Board meeting, I indicated that our lease contracts require lessees to receive approval from the Board prior to making improvements. Upon reviewing the enclosed lease, I do not see that requirement in this particular instance. Nonetheless, I believe it is good public practice that the Board acknowledge the proposed improvement and render a motion.
3. I recommend that the Board endorse the proposed relocation of the Quonset hut to the Downtown Boatyard, pending the approval of building permit.

#

Encl: (1) Photo  
(2) Building Permit  
(3) Lease





## Page 1 of 2

(APPLICANT PLEASE FILL IN TOP PORTION OF PAGE AFTER FIRST LINE)

## APPLICANT AREA

## STAFF AREA

**CITY AND BOROUGH OF JUNEAU**  
**SUBLEASE AGREEMENT FOR MARINE SUPPORT FACILITY**  
**AT THE JUNEAU FISHERIES TERMINAL**  
**WITH JUNEAU MARINE SERVICES, INC.**

THIS AGREEMENT is made by and between the CITY AND BOROUGH OF JUNEAU, ALASKA, 155 S. Seward Street, Juneau, AK 99801, a municipal corporation in the State of Alaska ("Sublessor"), and JUNEAU MARINE SERVICES, INC., P.O. Box 22625, Juneau, AK 99802, a corporation authorized to do business in the State of Alaska, ("Sublessee").

**WITNESSETH:**

Section 1:     **AUTHORITY.** This sublease agreement ("sublease") is entered into pursuant to the authority of the City and Borough of Juneau Code 85.02.060(a)(5)(C)(iv), by motion of the Harbor Board on April 27, 1995, and the Juneau Fisheries Terminal Lease Agreement between the University of Alaska and the City and Borough of Juneau dated May 6, 1988 (hereinafter "lease"). A copy of the Juneau Fisheries Terminal Lease Agreement is attached as Exhibit A and incorporated into this agreement.

Sublessee is a corporation, and shall deliver to Sublessor at the time of execution of this agreement a certified copy of a resolution of its board of directors authorizing the execution of the agreement and naming the officers that are authorized to execute this agreement on behalf of the corporation.

Section 2:     **SUBLEASED PREMISES.** This agreement concerns the property and improvements located thereon ("Subleased Premises") described as follows:

- A.     Parcel C of the Juneau Fisheries Terminal, consisting of those fractions of Lot 2A and 2B of Plat No. 79-1W, within Lot 2, Block 51, of the Tidelands Addition to the City of Juneau, in Alaska Tidelands Survey No. 3, Juneau Recording District, First Judicial District, State of Alaska, more particularly described as follows:

Beginning on the northwesterly line of said Lot 2A, said point being 251.53 feet, S 55°32' 00" W from the most northerly corner of said Lot 2. Thence; N 55°32' 00" E, 105.51 feet along said northwesterly line; thence S 48° 36' 00" E, 135.58 feet to the P.C. 'of a curve to the right having a radius of 20.00 feet, "▲ " of 104°08' and a length of 36.35 feet; thence S 3°28' 00" W, 31.55 feet along the chord of said curve, to the P.T.; thence, S 55°32' 00" W, 119.22 feet; thence N 34° 28' 00" W, 156.36 feet to the place of beginning.

Containing 19,425.6 square feet, more or less.

And as further shown in Exhibit B.



B. The following improvements located on Parcel B of the Juneau Fisheries Terminal:

1. A 35 ton MARINE WAY TRAVEL-LIFT in like-new condition
2. The Travel-Lift dock.

The sublease of the Travel Lift and the dock are for the exclusive use of those improvements and the property located directly under those improvements. This sublease does not include exclusive use of other portions of Parcel B. The Travel-Lift dock is located in the northeast corner of Parcel B, at the end of Access Corridor #2. The Travel-Lift dock is comprised of two parallel dock structures 6' by 106', containing 1,272 square feet of dock deck total. Parcel B is described as:

That portion of Lot 2, Block 51 of the Tidelands Addition of the City of Juneau, within Alaska Tidelands Survey No. 3, in the Juneau Recording District, First Judicial District, State of Alaska, more particularly described as follows:

Beginning on the southwest line of said Lot 2, said point being 246.94 feet, S 34° 28' 00" E from the most westerly corner of said lot. Thence S 34° 28' 00" E, 143.06 feet to the south corner of said lot; thence N 55° 32' 00" E, 251.85 feet along the southeast side of said lot; thence N 34° 28' 00" W, 143.05 feet; thence S 55° 32' 00" W, 251.85 feet to the place of beginning.

Containing 36,029.7 square feet, more or less.

Section 3: MAINTENANCE AND REPAIR OF IMPROVEMENTS. Sublessee shall maintain and keep in good repair the Marine Way Travel-Lift and the Travel-Lift dock during the term of this agreement. Sublessee shall be responsible for these improvements which shall be in good condition and repair at the end of the term of this agreement less normal wear and tear. All damage or repairs required to maintain the improvements in good, workable condition shall be promptly undertaken by Sublessee. A failure to maintain the improvements in workable condition may be considered a breach of this agreement.

Section 4: USE OF PREMISES. Sublessee agrees to use the Subleased Premises for the uses described in Sublessee's proposal dated April 5, 1995, and attached as Exhibit C. These uses are:

- 1: Vessel haul out and space rental for boat repair
- 2: Shipwright services
- 3: Steel and aluminum welding and fabrication
- 4: Mechanical repairs

These uses shall be part of a marine support facility. Sublessee shall provide appropriate fencing, landscaping and lighting.

A copy of RFP No. 95-304 is attached hereto as Exhibit D and is incorporated by this reference. Use or development of the Subleased Premises for other than the allowed uses shall constitute a violation of this Sublease Agreement and subject this Sublease Agreement to cancellation at any time.

A failure to make substantial use of the Subleased Premises, consistent with the uses described in above, within one year after execution of this Sublease Agreement shall, in the discretion of the Sublessor with the approval of the Harbor Board, constitute grounds for cancellation.



Section 5:     TERM. The term of this Sublease Agreement shall be for approximately 26 years, to commence on December 1, 1995, and shall expire on May 4, 2021, unless sooner terminated.

Section 6:     RENT. (a) The annual amount of rent shall be paid in twelve equal monthly installments. Each monthly rental payment shall be due and owing on the first day of each calendar month at the following address:

City and Borough of Juneau, Alaska  
Accounts Receivable  
155 S. Seward Street  
Juneau, AK 99801

Interest shall be assessed on any late payments according to section 9 of this agreement. Sublessor is also responsible for remitting sales tax on the sublease payments at the applicable rate. Rental rates stated in this agreement do not include applicable sales tax.

(b) The annual sublease rent shall be 3.5% of the assessed value of the Subleased Premises as of May 1995. This rate shall apply through December 31, 1996. For the first year of this agreement the annual rent shall be \$12,083.94 dollars to be paid in twelve installments due on the first day of every month beginning December 1, 1995. This amount shall be prorated by month for any portion of the sublease less than one calendar year.

(c) The term "assessed value" as used for rent calculation purposes shall be the value of the real property each year, not including any fixtures or improvements added by Sublessee, as determined by the city and borough assessor.

(d) As additional compensation for this sublease Sublessee shall provide at least twenty boat lifts at the premises per year to the University of Alaska-Southeast for the entire term of this agreement. Sublessee shall remove, park, and insert boats from and into the water (40 operations total) at no cost to the University of Alaska-Southeast or Sublessor.

Section 7:     ADJUSTMENT OF RENTAL. (a) For the first seven years of the sublease, up until December 31, 2001, there shall be a cap upon any increase in assessed value of the property upon which rent is calculated. The cap on the increase in assessed value for rent calculation purposes shall consist of a maximum increase on the assessed value to 125% of the 1995 assessed value. Each year the assessed value may change, but in no event shall the assessed value which is used to calculate the rental rate exceed 125% of the 1995 assessed value. As of January 1, 2002, and for the remaining term of the sublease the assessed value for rental rate calculation shall be the actual assessed value for that year, the cap on the increase in assessed value as applied to the rent shall no longer apply.

(b) From January 1, 1997 through December 31, 1998, the annual rental payment will be 5% of the assessed value of the Subleased Premises as of January 1, 1997.

(c) From January 1, 1999 through December 31, 2001, the annual rental payment will be 7% of the assessed value of the Subleased Premises as of January 1, 1999.

(d) Beginning on January 1, 2002, the parties shall negotiate a rental rate applicable to the following five years, and shall be renegotiated every five years thereafter for the remaining term of the sublease. The Sublessee shall provide its current business records including a financial statement, which Lessor may audit at its discretion. The annual rate negotiated shall not to be less than 7 percent nor greater than 10 percent of the most recently assessed land value.

Section 8: HOLDING OVER. If Sublessee holds over beyond the expiration of the term of this Sublease Agreement and the term has not been extended or renewed in writing, such holding over shall constitute a tenancy from month-to-month only.

Section 9: INTEREST ON LATE PAYMENTS. Should any installment of rent or other charges provided for under the terms of this Sublease 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 twelve percent per annum, if no rate has been set by ordinance. The rate shall be according to the ordinance in effect at the time that the delinquent payments accrue.

Sublessee hereby covenants and agrees to pay all rent when due and understands that payment of rent is a condition precedent to the continuance of this Sublease Agreement.

Section 10: TAXES, ASSESSMENTS, AND LIENS. During the term of this Sublease Agreement, Sublessee shall pay in addition to the rents, all taxes, assessments, rates, charges, and utility bills which Sublessee may become liable to pay including any tax generally imposed on leaseholds, however, Sublessee shall have the right to contest or review by legal proceeding, or in such other manner as they deem suitable any tax, assessment, utility charge or other liens asserted against the leasehold or Sublessee. Such action shall be brought at Sublessee's expense. Sublessee may defer payment upon any contested lien, charge or assessment, provided that the Sublessee, prior to instituting any such proceeding, furnishes Sublessor a surety company bond, a cash deposit, or other such security satisfactory to the Sublessor.

Section 11: SUBLEASING. (a) Sublessee may further sublease the Subleased Premises or any part thereof. Such subleases may be entered into by Sublessee for fisheries and marine-related development, support activities, and enterprises, or for such other uses as are compatible with, incidental to, or supportive of, the principle fisheries and marine-related purposes of the Subleased Premises. Subleases shall be in writing and be subject to the terms and conditions of this Sublease Agreement and all terms conditions, and covenants of this sublease which may be made to apply to the further sublease are hereby incorporated into the further sublease.

(b) University of Alaska and Sublessor's Approval Required. Any proposed sublease shall be submitted to Sublessor and the University of Alaska for review and approval prior to execution. Such approval shall not be unreasonably withheld. Sublessor and the University of Alaska shall have thirty days from the date of submittal of the agreement to object to the agreement. Along with the agreement, Sublessee shall provide information regarding the types of activities and operations proposed in the agreement. Sublessor's and University of Alaska's failure to give Sublessee notice of their objection within said time period shall be deemed to be approved by Sublessor and the University of Alaska. Sublessor and/or the University of Alaska shall accompany any notice of objection or disapproval of an agreement with a statement of the specific grounds for such objection or disapproval.

Section 12: ASSIGNMENTS. Sublessee may assign the Sublease Premises, provided that any proposed assignment shall be first approved by Sublessor and the University of Alaska in writing. The assignee shall be subject to all of the provisions of this Sublease Agreement. All terms, conditions, and covenants of this Sublease Agreement which may be made applicable to the assignment are hereby



incorporated into the assignment. Any attempted assignment without the prior written consent of Sublessor and the University of Alaska shall be void and of no force and effect.

Section 13: DISCLAIMER OF WARRANTY. Sublessor makes no warranty, either express or implied, nor assumes any liability whatsoever, regarding social, economic or environmental aspects of the Subleased Premises including but not limited to zoning requirements, soil conditions, water, drainage, natural or artificial hazards which may exist, or the profitability or fitness of the Subleased Premises for any use. Sublessee understands and agrees that Sublessor makes no warranties or representations of any kind concerning that Subleased Premises, and Sublessee accepts the Subleased Premises in an "as is" condition, regardless of defects, either patent or latent.

Section 14: ACCESS CORRIDORS, EASEMENTS, AND PARKING. Sublessee shall place no building or structure over any portion of the Subleased Premises where the same has been set aside or reserved for easements or access corridors as shown on the attached Exhibit A. Sublessee shall have the right to the use the Access Corridors 1, 2, and 3, the easements, and the joint-use parking area, for vehicle parking only, as set forth in Section 17 of the Juneau Fisheries Terminal Lease Agreement.

Section 15: ENCUMBRANCE OF PARCEL. Sublessee, during the term of this Sublease Agreement, shall not encumber or cloud Sublessor's rights to the Subleased Premises or any portion thereof, nor enter into any sublease, easement, or other obligation of Sublessor's rights without the prior written consent of Sublessor, any such actions by the Sublessee shall be void and of no force and effect.

Section 16: VALID EXISTING RIGHTS. This Sublease Agreement is entered into and made subject to all existing rights, including easements, rights-of-way, reservations, or other interests in land in existence, on the date of execution of this Sublease Agreement.

Section 17: MODIFICATION. This Sublease Agreement may be modified at any time by the mutual approval, in writing, of Sublessor, Sublessee, and the University of Alaska.

Section 18: CANCELLATION AND FORFEITURE. (a) This Sublease Agreement may be canceled in whole or in part, at any time, upon mutual written agreement by the Sublessee and Sublessor.

(b) Sublessor may cancel the Sublease Agreement if it used for any unlawful purpose.

(c) If Sublessee shall default in the performance or observance of any of the sublease terms, covenants, or stipulations thereto, or of the regulations now or hereafter in force, or any of the provisions of the city and borough code, and should the default continue for thirty calendar days after service of written notice by the Sublessor without remedy by the Sublessee of the conditions warranting default, Sublessor may subject Sublessee to appropriate legal action including, but not limited to, forfeiture of the sublease. No improvements may be removed by Sublessee or other person during any time Sublessee is in default.

(d) Failure to make substantial use of the Subleased Premises, consistent with the uses described in Section 4 above, within one year after execution of this Sublease Agreement shall, in the discretion of the Sublessor with the approval of the Harbor Board, constitute grounds for cancellation.

Section 19: RE-ENTRY. If this agreement is canceled, or if the Sublessee is in arrears in a payment of rent for a period of thirty days; or if Sublessee abandons the Subleased Premises; or if Sublessee shall fail or neglect to do or perform or observe any of the terms, agreements, covenants, or conditions contained herein on its part to be kept and performed and such failure or neglect shall continue for a period of not less than thirty days; or if Sublessee shall be declared to be bankrupt or insolvent according to law; or if any assignments of its property shall be made for the benefit of creditors, then, in any of the said cases or events, Sublessor may, at its option, immediately or at any time thereafter, without demand or notice, enter into and upon the Subleased Premises or any part thereof and in the name of the whole and repossess the same and expel Sublessee and those claiming by, through, or under it, remove its effects and improvements (if any) forcibly, if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or breach of covenant or condition. On the re-entry aforesaid, this Sublease Agreement shall terminate.

Section 20: LANDLORD'S LIEN. In addition to its other remedies, Sublessor shall have a landlord's lien upon all property on the Subleased Premises for any rents in arrears, and Sublessor shall have a right to the common law, nonjudicial remedy of distress for rents in the event of any arrearage.

Section 21: WASTE AND INJURY TO SUBLEASED PREMISES. Sublessee shall be liable to and promptly pay Sublessor for any waste or injury to the Subleased Premises. Sublessee shall take all prudent precautions to prevent or suppress pollution of the ground surface, water, air, or land. If Sublessee commits waste, or trespass or injury upon Subleased Premises, Sublessee, in addition to being civilly liable for any damages caused, shall be criminally liable as provided by law.

Section 22: RIGHTS OF MORTGAGEE OR LIENHOLDER. In the event of cancellation or forfeiture of this Sublease Agreement for cause, the holder of a properly recorded mortgage, conditional assignment, or collateral assignment of the subleasehold will have the option within sixty days of such termination to acquire the sublease for the unexpired term thereof, subject to the same terms and conditions as in the original Sublease Agreement. In this event, Sublessee shall notify any such security interest holder of any termination.

Section 23: RE-SUBLEASE. In the event that this Sublease Agreement should be terminated as herein provided, or by summary proceedings, or otherwise, Sublessor may offer the Subleased Premises for sublease or other appropriate disposal pursuant to the provisions of the city and borough code and the Juneau Fisheries Terminal Lease Agreement.

Section 24: FORFEITURE OF RENTAL. In the event that this Sublease Agreement should be terminated because of any breach by Sublessee, the annual rental payment last made by the Sublessee shall be forfeited and retained by the Sublessor as partial or total damages for the breach, unless damages exceed such payment, in which case Sublessor may pursue such other recourse as necessary against Sublessee.

Section 25: WRITTEN WAIVER. The receipt of rent by the Sublessor with knowledge of any breach of the Sublease Agreement by the Sublessee or of any default on the part of the Sublessee in observance or performance of any of the conditions or covenants of the Sublease Agreement, shall not



be deemed to be a waiver of any provision of the Sublease Agreement. No failure on the part of the Sublessor to enforce any covenant or provision herein contained, nor any waiver of any right thereunder by Sublessor unless in writing, shall discharge or invalidate such covenants or provisions, or affect the right of the Sublessor to enforce the same in the event of any subsequent breach or default. The receipt, by Sublessor, of any rent or other sum of money after the termination, in any manner, of the term demised, or after the giving by the Sublessor 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 such notice of termination as may have been given thereunder by the Sublessor to the Sublessee prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing and signed by Sublessor.

Section 26: EXPIRATION OF SUBLEASE AGREEMENT. Unless the Sublease Agreement is renewed or sooner terminated as provided herein, Sublessee shall peaceably and quietly leave, surrender, and yield up unto the Sublessor all of the Subleased Premises on the last day of the term of the Sublease Agreement.

Section 27: REMOVAL OR REVERSION OF IMPROVEMENTS UPON TERMINATION OF SUBLEASE AGREEMENT. Improvements owned by Sublessee shall within sixty calendar days after the termination of the Sublease Agreement for any reason be removed by Sublessee, at the request of Sublessor; provided such removal will not cause injury or damage to the lands or improvements demised; and further provided that the Sublessor may extend the time for removing such improvements in cases where hardship is proven. If Sublessee, upon expiration of the time for removal, fails to so remove such improvements, they shall be removed and disposed of by Sublessor as provided by law.

Section 28: RENTAL FOR IMPROVEMENTS OR CHATTELS NOT REMOVED. Any improvements or chattels, belonging to the Sublessee or placed on the Subleased Premises during Sublessee's tenure with or without permission and remaining upon the premises after the termination date of the Sublease Agreement shall entitle Sublessor to charge a reasonable rent therefor.

Section 29: RENEWAL PREFERENCE. Any renewal preference granted Sublessee is a privilege and is neither a right nor bargained for consideration. The Sublease Agreement renewal procedure and renewal preference shall be that provided by ordinance in effect on the date the application for renewal is received by the Sublessor.

Section 30: STATE DISCRIMINATION LAWS. Sublessee agrees, in using and operating the Subleased Premises, to comply with applicable sections of Alaska statutes prohibiting discrimination, particularly AS 18.80.220 (discrimination in employment) and AS 18.80.230 (discrimination in providing public accommodations or services). In the event of Sublessee's failure to comply any of the above nondiscrimination covenants, Sublessor shall have the right to terminate the Sublease Agreement and to re-enter and repossess the Subleased Premises and hold the same as if the Sublease Agreement had never been made or issued.

Section 31: COMPLIANCE WITH LAWS AND REGULATIONS. Sublessee shall, at Sublessee's sole cost and expense, comply with all of the requirements of all local, state, or federal laws, ordinances, or regulations now in force, or which may hereafter be in force, pertaining to use or occupancy of the Subleased Premises and shall faithfully observe in the use and occupancy of the Subleased Premises all local, state, and federal laws, ordinances, and regulations now in force or which may hereafter be in force.

Section 32: INSPECTION. Sublessor and its authorized representatives may enter upon the Subleased Premises at reasonable intervals during regular business hours, or at any time in case of emergency, for the purposes of inspection. Sublessee shall facilitate such inspection in every reasonable way; provided, however, that Sublessor and its authorized representatives shall enter so as not to unreasonably disrupt Sublessee's occupancy and use of the Subleased Premises, or the improvements, facilities, and equipment thereon.

Section 33: UNSAFE USE. Sublessee shall not do anything in or upon the Subleased Premises, not 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.

Section 34: RIGHTS-OF-WAY. Sublessor expressly reserves the right to grant easements or rights-of-way across the Subleased Premises if it is determined in the best interest of the Sublessor to do so, provided such easements or rights-of-way shall not unreasonably interfere with Sublessee's use and occupancy of the Subleased Premises and operations thereon as authorized by this Sublease Agreement.

Section 35: HOLD HARMLESS AND INDEMNITY. Sublessee agrees to indemnify, defend, and save Sublessor and the University of Alaska harmless to the maximum extent allowable under Alaska law from any and all claims, damages, losses, costs and expenses, including reasonable attorney's fees, which may arise by reason of injury or damage sustained by any person or property arising out of, in connection with, or incident to the use, occupancy, or operation of the Subleased Premises, the Access Corridors, the joint use parking lot, or any alteration, addition or improvement thereon, by Sublessee or by any employee, contractor, sublessee, or assignee of Sublessee, or by any invitee or customer of any of the foregoing.

Section 36: INSURANCE. The insurance required to be kept and maintained by Sublessee shall be as set forth in Section 11.7 of the Juneau Fisheries Terminal Lease Agreement. These requirements are as follows:

(a) Sublessee's Duty to Insure

(1) All insurance required by this Sublease Agreement shall be carried with responsible insurance companies authorized to do business in the State of Alaska. All such policies shall be in the name of Sublessee and, except for Sublessee's worker's compensation and employer's liability insurance, shall name Sublessor and the University of Alaska as additional named insureds and loss payees as their interest shall appear. Each policy must evidence statements that it may not be canceled, not renewed, or materially altered except upon thirty days prior written notice from the insurance company to Sublessor,



Sublessee, and the University of Alaska, and that Sublessor and the University of Alaska shall receive written notice in the event of nonpayment of premiums by Sublessee. The Sublessee shall also have a duty to give written notice to the Sublessor and the University of Alaska at least thirty days in advance of the cancellation, non-renewal or material modification of an insurance policy required by this Agreement.

(2) As provided in Section 11 of the Juneau Fisheries Terminal Lease Agreement, at the University of Alaska's option, the minimum required insurance coverage may be adjusted as follows: for each ten percent increase in the Consumer Price Index above its level on December 31, 1987, the minimum required insurance coverage shall increase ten percent. In the event the University of Alaska exercises its option to so adjust the insurance coverage, the increased coverage must be obtained by Sublessee written notice of the University of Alaska's intent to adjust the insurance coverage as provided herein.

(3) Copies of certificates or binders evidencing all insurance coverage required under this Sublease Agreement are attached as Exhibit E.

(b) Sublessor's and University of Alaska's Option to Insure. If Sublessee fails to or refuses to procure or to maintain insurance as required by this Sublease Agreement or fails or refuses to furnish Sublessor and the University of Alaska with suitable proof that such insurance has been procured and is in full force and effect, Sublessor and the University of Alaska shall have the right, but not the duty, at their sole option and upon not less than fifteen days prior written notice to Sublessee, to procure and maintain said insurance. The premiums paid by Sublessor and the University of Alaska shall be treated as additional rent due from Sublessee. This may also be considered a breach of this agreement.

(c) Required Insurance.

(1) Worker's Compensation and Employer's Liability Insurance. Throughout the term, at Sublessee's sole cost and expense, Sublessee shall keep or cause to be kept, worker's compensation insurance as required by Alaska law, along with applicable endorsements as follows: broad form all state's endorsement, and any endorsement appropriate to the authorized use of the Subleased Premises, for all of Sublessee's employees engaged in work on the Subleased Premises. In the event any class of persons engaged in work on the Subleased Premises is not protected under Sublessee's worker's compensation coverage, Sublessee shall provide employer's liability insurance in the amount of Five Hundred Thousand Dollars (\$500,000) per person, and Five Hundred Thousand Dollars (\$500,000) per occurrence and for the coverage of such persons not otherwise covered.

(2) General Comprehensive Public Liability Insurance. Throughout the term, at Sublessee's sole cost and expense, Sublessee shall keep or cause to be kept, general comprehensive public liability insurance for all claims which may be kept, general comprehensive public liability insurance for all claims which may arise out of its use and occupancy of the Subleased Premises, including, but not limited to, claims for damage because of injury or death to persons or destruction of real or personal property, including loss of use resulting therefrom. Where possible, said insurance shall delete exclusions applying to explosion, collapse and underground hazards. The amount of said liability insurance shall not be less than One Million Dollars (\$1,000,000) accident, and One Million Dollars (\$1,000,000) annual aggregate.

(3) Comprehensive Automobile Liability Insurance. Throughout the term, at Sublessee's sole cost and expense, Sublessee shall keep or cause to be kept, comprehensive automobile liability insurance to include all owned vehicles, all hired vehicles, all non-owned vehicles and uninsured

motorists for all claims which may arise out of the use of such vehicles in any activity associated



with the Subleased Premises. The amount of said liability insurance shall not be less than Five Hundred Thousand Dollars (\$500,000) annual aggregate.

(d) Extended Coverage Property Insurance. Throughout the term, Sublessee's sole cost and expense, Sublessee shall keep the Subleased Premises and all improvements insured against loss or damage by fire, vandalism, malicious mischief and all other risks covered by extended coverage property insurance endorsements commonly in effect for property being used for the purposes allowed by this Sublease Agreement and for improvements of the type which may at such time exist on the Subleased Premises. The amount of such insurance shall be sufficient to prevent either Sublessor, Sublessee, or the University of Alaska from becoming a co-insurer under the provisions of the policies, and in no event shall the amount be less than ninety percent of the then-actual replacement cost of the improvements.

Section 37: UTILITIES. Sublessee shall be responsible for, and shall timely pay, all costs of utilities furnished to or consumed on the Subleased Premises during the term of this Sublease Agreement, including all utility charges for sewer, water, gas, electricity, telephone, and all other utilities, hookups and separate metering.

Section 38: SUCCESSORS. This Sublease Agreement shall be binding on the successors, administrators, executors, heirs, and assigns of Sublessee and Sublessor.

Section 39: CONDITION OF PREMISES. Sublessee shall, during the term of this Sublease Agreement, at Sublessee's own cost, cause the Subleased Premises and any improvements thereon to be kept in good repair and kept in a neat, clean, sanitary, and safe condition and shall take all reasonable precautions to prevent, and take all necessary action to suppress destruction or fire on the Subleased Premises. Sublessee shall not undertake any activity which causes or increases a sloughing of or loss of surface materials of the Subleased Premises. Sublessee shall not in any manner, substantially change the contour or condition of the land without prior written permission of Sublessor.

Section 40: USE OF MATERIAL. Sublessee of the surface rights shall not sell or remove for any use elsewhere any timber, stone, gravel, peat moss, topsoils, or any other material valuable for building or commercial purposes; provided, however, that material required for the development of the subleasehold may be used, if its use is first approved in writing by Sublessor.

Section 41: SUBLEASE AGREEMENT RENTAL CREDIT. When authorized in writing by Sublessor prior to the commencement of any work, Sublessee may be granted credit against current or future rent; provided, the work accomplished on or off the Subleased Premises results in increased valuation of the Subleased Premises or other city and borough owned lands. The authorization may stipulate type of work, standards of construction, and the maximum allowable credit for the specific project. Title to improvements or chattels credited against rent under this section shall vest immediately and be in the city and borough and shall not be removed by Sublessee upon termination of this Sublease Agreement.

Section 42: RESPONSIBILITY TO PROPERLY LOCATE ON SUBLEASED PREMISES. It shall be the responsibility of Sublessee to properly locate Sublessee and Sublessee's improvements on the

Subleased Premises and failure to so locate shall render Sublessee liable, criminally or civilly, as provided by law.

Section 43: APPROVAL OF OTHER AUTHORITIES. The issuance by the city and borough of this Sublease Agreement does not relieve Sublessee of responsibility of obtaining licenses or permits as may be required by the city and borough or by duly authorized state or federal agencies.

Section 44: NOTICE. Any notice, demand, request, approval or other communication that either party desires or is required to give to the other party or any other person must be in writing and either served personally or sent by certified mail, return receipt requested, to the other party at the address set forth below. Either party may change its address and must notify the other party of its change of address in writing. Notice shall be deemed to have been duly given when delivered or served personally, or upon receipt if mailed as provided in this section.

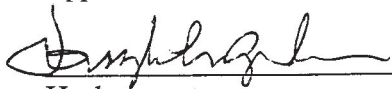
SUBLESSOR: City and Borough of Juneau  
155 S. Seward St.  
Juneau, AK 99801

SUBLESSEE: Juneau Marine Services, Inc.  
P.O. Box 22625  
Juneau, AK 99802

Section 45: ENTIRE AGREEMENT, AMENDMENTS. This document excluding any words or paragraphs struck out and including any language added, in either case, initialed and dated by both parties, and including exhibits attached hereto contains the entire agreement between the parties, and said agreement may not be modified except in writing. There are no oral promises, representations, or warranties between the parties regarding any matter or thing connected with or related to the matters and things which are the subject of this Sublease Agreement.

WHEREFORE, Sublessor and Sublessee agree and sign this contract on the dates at Juneau, Alaska.

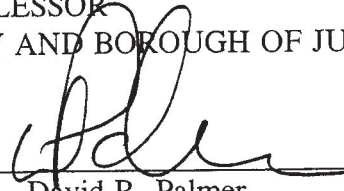
Approved as to Content:

 6/28/96  
Harbormaster Date

Approved as to Form:

 3/28/96  
City & Borough Attorney Date

SUBLESSOR  
CITY AND BOROUGH OF JUNEAU

By:  \_\_\_\_\_  
David R. Palmer, Date  
City Manager

SUBLESSEE  
JUNEAU MARINE SERVICES, INC.

By: [Signature] 5/7/96  
Jeffrey J. Duvernay Date  
President

CITY ACKNOWLEDGMENT

STATE OF ALASKA )  
) ss:  
FIRST JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on the 4<sup>th</sup> day of May, 1996, before me, the undersigned, a notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared DAVID R. PALMER, to me known to be the CITY-BOROUGH MANAGER of the CITY AND BOROUGH OF JUNEAU, ALASKA, a municipal corporation which executed the above and foregoing instrument; who on oath stated that he was duly authorized to execute said instrument on behalf of said corporation; who acknowledged to me that he signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

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

[Signature]  
Notary Public for the State of Alaska  
My Commission Expires: 9-11-96

(seal)

JUNEAU MARINE SERVICES, INC.

STATE OF ALASKA )  
) ss:  
FIRST JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on the 4<sup>th</sup> day of May, 1996, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared JEFFREY J. DUVERNAY to me known to be the identical individual(s) described in and who executed the foregoing instrument as PRESIDENT of JUNEAU MARINE SERVICES, INC., and acknowledged to me that he signed and sealed the same in the name of and for and on behalf of said corporation, freely and voluntarily and by authority of its Board of Directors for the uses and purposes therein mentioned.

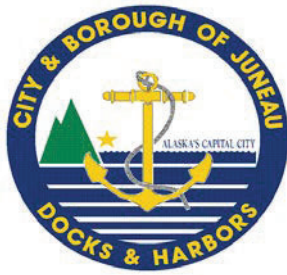
WITNESS my hand and official seal the day and year in this certificate above written.

[Signature]  
Notary Public for the State of Alaska  
My Commission Expires: 9-11-96

(seal)

\\BRC\DEPT\SHARBOR\MSLEASE.WPD





## DOCKS & HARBORS BOARD STRATEGIC PLANNING MEETING

Wednesday, May 30<sup>th</sup>, 2018 4:00 pm to 8:00 pm  
CBJ Assembly Chambers  
Thursday, May 31<sup>st</sup>, 2018 5:00 pm  
CBJ Assembly Chambers  
If Necessary  
Saturday, June 1<sup>st</sup>, 2018 9:00 am to 1:00 pm  
CBJ Assembly Chambers

- I. **Call to Order** - May 30<sup>th</sup> @ 4:00 pm in the CBJ Hall Room 224  
Continuation May 31<sup>st</sup> @ 5 pm in the CBJ Assembly Chambers  
If needed June 2<sup>nd</sup> @ 9 am in CBJ Assembly Chambers
- II. **Roll Call** (Don Etheridge, Weston Eiler, Bob Janes, David Lowell, Robert Mosher, David Seng, Mark Ridgway, Budd Simpson, and Tom Donek)
- III. **Approval of Agenda**
- IV. **Public Participation on Non-Agenda Items** (not to exceed five minutes per person, or twenty minutes total time)
- V. **Review of Select Previous Studies and Recently Completed Efforts**

Marine Park to Taku Dock Urban Design Plan::

<http://www.juneau.org/harbors/documents/MarineParktoTakuDockUrbanDesignPlanwithAppendixFINALFeb26.pdf>

Bridge Park to Norway Point Master Plan:

<http://www.juneau.org/harbors/documents/Final-BridgeParktoNorwayPointMasterPlan-3-30-17.pdf>

Amalga Harbor Fish Cleaning Float:

<http://www.juneau.org/harbors/documents/AmalgaFishCleaningStationReport.pdf>

Little Rock Dump:

[http://www.juneau.org/harbors/documents/172073CBJD\\_HLittleRockDumpConceptDrawings.pdf](http://www.juneau.org/harbors/documents/172073CBJD_HLittleRockDumpConceptDrawings.pdf)

N. Douglas Boat Ramp:

<http://www.juneau.org/harbors/documents/NDBR-MoeserMemo-2013.pdf>

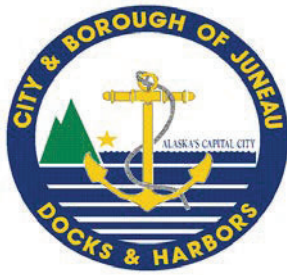
Douglas Harbor:

<http://www.juneau.org/harbors/documents/152032DHLaunchRampPARKINGPLAN-CON1.pdf>

<http://www.juneau.org/harbors/documents/DouglasHarborUplandImprovements-BudgetEstimate053017.pdf>

<http://www.juneau.org/harbors/documents/DouglasHarborUplands-2000.pdf>

<http://www.juneau.org/harbors/documents/DouglasHarbor-SalesTaxProposal.pdf>



## **DOCKS & HARBORS BOARD STRATEGIC PLANNING MEETING**

Wednesday, May 30<sup>th</sup>, 2018 4:00 pm to 8:00 pm

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Thursday, May 31<sup>st</sup>, 2018 5:00 pm

CBJ Assembly Chambers

If Necessary

Saturday, June 1<sup>st</sup>, 2017 9:00 am to 1:00 pm

CBJ Assembly Chambers

**VI. Prioritization of Docks & Harbors Capitalization Projects and Focused Efforts**

**VII. Adjournment**

| Name                                           | Summary                                                                                                                                  | Estimated Cost    | Source of Funding      | Match or Grant Opportunity |
|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------------------|----------------------------|
| Harris Harbor Bathroom                         | <del>Project would reopen the former restrooms.</del>                                                                                    | <del>\$175K</del> | <del>Harbor Fund</del> | <del>No</del>              |
| Statter Harbor Breakwater Deck-over            | Current Breakwater has openings creating risk to users.                                                                                  | \$1M              | Harbor Fund            |                            |
| Taku Harbor Pile-Jacking                       | <del>Maintenance to re-drive existing piling, weld split seams and correct pile jacking issues.</del>                                    | <del>\$175K</del> | <del>Harbor Fund</del> | <del>ADFG</del>            |
| Auke Bay Net Float                             | Previous net float was sold to AGS.                                                                                                      | \$150K            | Harbor Fund            |                            |
| Douglas Harbor Landscaping                     | Douglas residents have indicated CBJ failed to meet commitment to pave& landscape when the harbor was expanded in ~2004.                 | \$750K            | Harbor Fund            |                            |
| Dredging Wayside Float                         | Fishing Float grounds at low tide causing structural damage to the float.                                                                | \$400K            | Harbor Fund            |                            |
| Downtown Harbors Zinc Anodes                   | <del>Douglas/Harris/Aurora Ph I/II did not include this maintenance item which would extend the useful life of the steel pilings.</del>  | <del>\$1.5M</del> | <del>Harbor Fund</del> | <del>ADOT</del>            |
| Harbormaster Office Replacement                | Harbormaster Building (old garage) is past useful life. Master plan calls for multi-use building with modern shower/restroom facilities. | \$1M-\$3M         | Harbor Fund            | P3<br>1% Sales Tax         |
| Install Lighting @ North Douglas Boat Ramp     | High Voltage power is routed along North Douglas Highway; this would bring lighting to launch.                                           | \$60K             | Harbor Fund            |                            |
| Dredge Aurora Slip A6/A8                       | Was an additive item in Aurora Ph I which was not executed due to insufficient funds.                                                    | \$300K            | Harbor Fund            | No                         |
| Downtown Marine Services Expansion Design      | Design fees based on 7% of construction cost.                                                                                            | \$1.4M            | Harbor Fund            | No                         |
| Downtown Marine Services Expansion             | Master Plan – first element.                                                                                                             | \$20M             | Harbor Fund            |                            |
| Statter Harbor Phase IV                        | Additional transient moorage & recapitalization of “horse shoe”.                                                                         | \$2.5M            | Harbor Fund            | ADOT                       |
| Harris/Aurora Security Cameras                 | Improve security in downtown harbors.                                                                                                    | \$100K            | Harbor Fund            |                            |
| ABLF Breakwater/Net Float                      | Large Breakwater to protect the Auk Nu Cove/ABLF/AGS facilities                                                                          | \$250K            | Harbor Fund            |                            |
| Little Rock Dump Marine Service Facility Study | Term Contract Engineer                                                                                                                   | <\$50K            | <del>Harbor Fund</del> |                            |
| National Guard Float                           | Electrical & Maintenance Repairs                                                                                                         | \$25K             | Harbor Fund            |                            |



|                                          |                                                            |        |                                                   |              |
|------------------------------------------|------------------------------------------------------------|--------|---------------------------------------------------|--------------|
| Archipelago & Waterfront Design/Planning | Dependent upon results of Urban Plan.                      | \$150K | Deck Fund                                         |              |
| Electrification Cruise Ship Berths       | Provide electrical cables to both new cruise ship berths.  | \$25M  | Docks Funds                                       | EPA Funding. |
| Cathodic Protection Ph-2                 | Downtown Marine Park sheet pile wall requires maintenance. | \$500K | Docks Funds                                       | No           |
| Cathodic Protection Ph3                  | Downtown Marine Park sheet pile wall requires maintenance. | \$200K | Cruise Berth Project                              | No           |
| Downtown Bus Staging & Deckover          | Per results of Urban Design Plan                           | \$15M  | Cruise Berth Project<br>Docks Fund<br>Local Match |              |
| New Visitor's Center Kiosk               | Under design                                               | \$150K | MPF                                               |              |
| Downtown Bathrooms                       | Validated in Urban Design Plan                             | \$500K | MPF                                               |              |

|                                                                |                                                                                                                                                                                              |        |                                                                    |                      |
|----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------------------------------------------------------------------|----------------------|
| Aurora Harbor Phase III                                        | Oldest remaining floats in inventory. Project is scaleable up to \$7M.                                                                                                                       | \$7M   | Harbor Fund<br>State Marine<br>Passenger Fee                       | ADOT<br>1% Sales Tax |
| Auke Bay Marine Station Design                                 | Effort would begin the conceptual design work for uplands and marine improvements.                                                                                                           | \$1M   | Harbor Fund<br>ACOE (Breakwater)<br>USCG                           | TIGER                |
| Auke Bay Marine Station – relocation Port Office               | Relocate downtown Port Office with phones, internet, moving costs, etc.                                                                                                                      | \$500K | Harbor /Dock Fund                                                  | No                   |
| Waterfront & Underwater Inspections                            | Our existing marine facilities have not been inspected; thus, we don't have good maintenance program in place.                                                                               | \$100K | Harbor/Docks Fund                                                  | No                   |
| Beneficial Use<br>Aurora/Harris Harbor<br>Maintenance Dredging | Pending meeting with USACE on May 15 <sup>th</sup> , 2017                                                                                                                                    | UNK    | Harbor Fund<br>USACE                                               | TIGER                |
| Statter Harbor Phase III                                       | For hire floats and associated uplands, including restrooms, waiting area & gateway.                                                                                                         | \$11M  | Harbor/Dock Fund<br>(15%) +<br>State Marine<br>Passenger Fee (85%) |                      |
| Misc 16B Improvements                                          | Several desired improvements along the seawalk were not included in the 16B-bid documents: ADA Ramp improvements, replacement of sacrificial decking & guard railing along Port Field Office | \$500K | 16B Project Funds                                                  | No                   |
| Downtown “small” cruise ship berth project                     | Demand for the niche pocket cruise ships has exceeded capacity downtown.                                                                                                                     | \$15M  | Docks/Harbors Fund                                                 |                      |
| Archipelago Lot Procurement                                    | Estimated cost is based on Assessor's value.                                                                                                                                                 | \$10M  | Dock Fund<br>State Marine<br>Passenger Fee                         |                      |
| Acquire adjacent ABMS property owned by Hagmeier               | Two properties north of anticipated ABMS property are in private ownership and may be available. Properties are assessed at \$620K/each.                                                     | \$1.2M | Harbor Fund<br>CBJ Waterfront<br>Acquisition Fund                  |                      |
| Amalga Harbor Fish Cleaning Station                            | Study was completed to evaluate potential solutions to queuing and safety issues with vessels using the float                                                                                | \$300K | ADF&F Grant<br>Harbor Fund                                         |                      |

| Title 85 Review                                         | Board Review of CBJ Ordinance                                                                                                                                                                                                                                                                               | \$0K       | Time & Talent |  |
|---------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------------|--|
| Mariculture Opportunity                                 |                                                                                                                                                                                                                                                                                                             | \$0K       | Time & Talent |  |
| Coast Guard Assets to Juneau                            | Targeted effort to bring CG Offshore Patrol Cutter to Juneau                                                                                                                                                                                                                                                | \$10K/year |               |  |
| NOAA Assets to Juneau                                   | Targeted effort to bring NOAA vessels to Juneau                                                                                                                                                                                                                                                             | \$10K/year |               |  |
| Marketing efforts to encourage boat ownership in Juneau |                                                                                                                                                                                                                                                                                                             |            | Time & Talent |  |
| Small Cruise Ship Moorage Master Planning               | The increased number of small cruise ships have adversely impacted and strained Docks & Harbors' ability to provide suitable dock space. This master planning effort would examine the future business need and develop a holistic plan which would enable this industry to thrive in a sustainable manner. | \$150K     | MPF           |  |
| Public/Private Port Infrastructure Plan                 | This would fund a master plan study that would assess the existing docks and needs for the future, including infrastructure and governance.                                                                                                                                                                 | \$150K     | MPF           |  |
| Docks & Harbors Staff Organization Review               | Adding infrastructure. Should this merit manning study?                                                                                                                                                                                                                                                     |            | Time & Talent |  |



**CBJ Docks and Harbors Board**  
**Strategic Retreat Minutes**  
**Saturday May 13<sup>th</sup> 2017**

**I. Call to Order** – Mr. Donek called the meeting to order at 9:10am in the CBJ Assembly Chambers.

**II. Roll Call -**

The following members were present: John Bush, Weston Eiler, Bob Janes, David Lowell, David Seng, David Summers, Budd Simpson, and Tom Donek)

**Absent** – Robert Mosher

Also Present were the following: Carl Uchtyl – Port Director, Gary Gillette – Port Engineer, David Borg – Harbormaster, Teena Larson – Administrative Officer, and Mila Cosgrove – Deputy City Manager.

**III. Approval of Agenda**

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

Motion passed with no objection.

**IV. Public Participation on Non-Agenda Items** (not to exceed five minutes per person, or twenty minutes total time) - None

**V. Prioritization of Future Docks & Harbors Projects**

Mr. Uchtyl said the list in the packet is just a list and not prioritized.

Mr. Gillette talked about all the items on the list. Ms. Cosgrove helped the Board determine what projects are needed and what projects are wanted. The Board had much discussion on all the items on the list. The priority was decided as follows:

**Short Term Project Wants**

- 1 –Harris/Aurora/Douglas Security (\$100K)
- 1 – Dredge Aurora Slip A6/A8 (\$400K)
- 3 – Lighting N. Douglas (\$60K)
- 4 – Harris Harbor Bathrooms (\$175K)
- 5 – Auke Bay Net Float (\$200K)

**Short Term Project Needs**

- 1 – Statter Harbor Breakwater Deck Over (\$100K)
- 2 – Taku Harbor Pile Jacking (\$200K)
- 3 – Waterfront & Underwater Inspections (\$100K)
- 4 – Archipelago/waterfront planning (\$150K)

### **Projects currently in process**

Archipelago/Waterfront/Design Planning  
Statter Harbor Breakwater Feasability  
Statter Harbor Phase III  
Miscellaneous 16B Improvements  
Little Rock Dump Study

### **Other Projects**

Seawalk MOA  
Scheduling of ships @ City Docks  
Maximize Funds - Tideland leases  
Develop land use & marketing plan  
Subport/Mayflower Island  
Title 85 Review & Clean up  
Harbor Sanitation

### **Future Projects priority wants**

- 1 – Douglas Harbor Paving/Landscaping (5 votes)
- 2 – Statter Harbor Phase IV (4 votes)
- 2 – Port Office Relocation (4 votes)
- 3 – Downtown Marine Services Expansion (3 votes)
- 3 – ABMS/Hagmier Procurement (3 votes)
- 4 – Statter/ABMS Seawalk(2 votes)

### **Future Projects priority needs**

- 1 – Downtown Harbors Zinc Anodes (10 votes)
- 2 – Aurora Phase III (8 votes)
- 3 – Harbor Office Replacement (6)
- 3 – ABMS Design (6)
- 5 – Taku Harbor Stockade point & Walkway (2)

The Dredging Wayside float received 0 votes

Beneficial Use Aurora/Harris Maintenance dredging received 1 vote

### **Marine Passenger Funds project priority list**

- 1-Cathodic Protection Phase II
- 2-Archeipelago Lot Procurement
- 3-Small Cruise Ship Berths
- 4-Seawalk Guard Rails
- 5-Electrification Cruise Ship Berths

The committee asked Mr. Gillette to bring a plan for N. Douglas to the next OPS meeting.

Mr. Eiler recommended to have a Committee of the Whole review title 85.

Mr. Simpson recommended to split the Douglas paving/landscaping into two phases.

The Committee requested to bring the 1% sales tax recommendations to a future OPS/Planning meeting.

**VI. Board Members recruitment/appointment procedures to meet Docks & Harbors specific/unique needs.**

Mr. Uchytel said this is being brought forward from Assemblyman Loren Jones. This project will help the Assembly better identify the skills needed to meet each Boards specific/unique needs. The Board is asked to discuss this topic over the next few months and respond to Mr. Jones Enterprise Board appointment process document. The goal for this work would be to implement these new recruitment/appointment procedures sometime after the June/July 2017 enterprise board appointment process.

**VII. Adjournment – The Strategic Retreat meeting adjourned at 2:45pm.**

**CBJ Docks and Harbors Board  
Strategic Retreat Minutes  
Wednesday May 30<sup>th</sup> 2018**

**I. Call to Order** – Mr. Simpson called the meeting to order at 4:09pm in CBJ Room 224.

**II. Roll Call -**

The following members were present: Don Etheridge, Bob Janes, David Seng, Mark Ridgway, and Budd Simpson)

**Absent** – Weston Eiler, David Lowell, Robert Mosher, and Tom Donek

Also Present were the following: Carl Uchytel – Port Director, Gary Gillette – Port Engineer, David Borg – Harbormaster, Matt Creswell – Deputy Harbormaster, Erich Schaal – Deputy Port Engineer, John Osborn – Harbor Operations Manager, Teena Larson – Administrative Officer, Bob Bartholomew – Finance Director, and Mila Cosgrove – Deputy City Manager.

**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** (not to exceed five minutes per person, or twenty minutes total time) - None

**V. Review of Select Previous Studies and Recently Completed Efforts**

Mr. Uchytel asked what the Board is looking for from him and Ms. Cosgrove for these efforts and what do you want to achieve?

Mr. Etheridge asked to look over the items on the agenda and hear staff recommendations.

Mr. Seng said he thought breaking down the projects into short term and long term wants and short term and long term needs was effective last year and would like to do that this year as well.

Mr. Janes said he would like to take time to think of projects that may not be on this Agenda. What are opportunities the Board should consider getting involved in?

Mr. Simpson said this is the time for thinking of new projects.

Mr. Ridgway suggested going over the project list for an hour and then Segue into something more open ended. He would also like to know from staff how important a project is and how they prioritize projects.

Mr. Uchytel said Docks & Harbors is operated out of two enterprise funds. Currently Harbors fund balance is \$1.1M and that is expected to grow a little next fiscal year but we



have been drawing on that fund balance. We try to be resourceful on how we move money around;

- The Taku Harbor CIP project has \$200K which was moved from the Statter Harbor Breakwater project because staff was unsure if we were going to receive a Fish & Game grant but we did get the Fish & Game grant which is a 25% match for \$115K.
- The Harris Harbor Restroom CIP estimate was \$200K but this project ended up being \$125K.
- The Aurora Harbor Phase II CIP after final inspection ended with \$200K left from the 50/50 matching grant. They allowed us to maximize the amount of match so we went forward with the zinc anodes at Aurora also. This was a huge win.
- The Statter Harbor Breakwater covers CIP came in lower than originally estimated.
- We opened a CIP for the Auke Bay Marine Station improvements and used \$200,000 from Harbor funds. We had the bid opening for the float extension at the ABMS and the Engineers estimate is \$158K and Trucano was the low bidder at \$202K. This is 22% above the estimate. He will ask the Board to move \$50K from the Harris Harbor Restroom project to the ABMS float extension project so the bid can be awarded.

Mr. Uchytel said staff is always chasing opportunities via Fish & Game grants, and DOT grants. Staff moves forward with best projects that Docks and Harbors can afford based on available funds and grant opportunities. The Dock fund balance is \$3.8M and that will grow. Projects identified for the use of Docks funds are;

- The Archipelago bus upland staging project
- Statter Harbor Phase III (a) which we have already transferred the \$690K of Harbors funds for that part of the project.

We will know more if the Corps is going to build the wave attenuator at Statter Harbor in mid June. He also submitted a Corps application for beneficial use of uplands to build a wall to put the dredged material from Harris and Aurora at the south end of the Yacht Club. With a little bit of money and pulling the right levers Docks & Harbor has a large benefit. We are also being more deliberate on our maintenance. We are building new facilities and we want them to be kept nice. Mr. Uchytel believes the Wave Attenuator is going to be a huge benefit to the community. The Corps needs to evaluate the project on its merits and say if it's viable and recommend that the Federal Government invest in the project. That is the initial planning stage and once that goes through, Docks & Harbors will need to contribute 20% of the total cost. Staff chases opportunities to do good things for the community.

Mr. Gillette went over the previous studies and recently completed efforts.

Marine Park to Taku Dock Urban Design Plan – He said this was completed November 2017. We are moving forward on some of the components of this plan. One of the things moving forward is the Visitor Information Kiosk which we were able to use passenger fee funds to complete the design. Another component is the Archipelago lot. We are working with Morris Group to develop this lot jointly, but separately, and in the end everything will work together. Docks & Harbors portion will have more bus parking,

open space, and covered pavilion to meet our needs and the private sector will have more commercial retail facility space.

Mr. Janes said he sees the Assembly's lack of confidence that the private developer can develop the property so our section and their section works together seamlessly. Is there a plan to stay in connectivity with the Morris Group?

Mr. Gillette said he and Mr. Uchytel meet telephonically once a week to make sure we are all working toward the same goal. We hired PND to answer questions on the project and costs, and Morris also hired PND for their work. Morris representatives will be here next week to meet with Assembly members and Board members. Staff feels they are talking in good faith and trust the Morris group will follow through. They have to trust us to follow through also and there has been no commitment from the Assembly to do that.

Mr. Janes asked if there is a timeline for our commitment to move forward?

Mr. Gillette said because staff was limited to the \$200,000 we had some geotech work that we were planning on doing but we decided to not do that because it would have put us over the \$200,000. PND is reviewing the bus staging lot again to make sure it will all work and gathered geotech information that was existing for the surrounding projects. Using that information they are developing their preliminary design to get good solid cost estimates. We will then take those cost estimates to the Assembly for approval.

Mr. Etheridge asked if Marine Passenger Funds could be used for this project?

Mr. Gillette said yes.

Mr. Ridgway suggested that it may be beneficial to come up with an alternate transportation idea because this is the last parking available in the downtown area. With this lot being the last transportation available, what will be the transportation planning be in the future? Can the ships be phased so there is not a large group of people coming off at once, or is there some other transportation option?

Mr. Uchytel said there is approximately \$3.5M in Port Development fees left over from 16B. There is \$4.6M in State marine passenger fees. There is also Docks fund balance that can be used.

Mr. Bartholomew said the funding plan recommendation for this project would be a combination of primarily passenger fees with a local match of docks fund balance or sales tax which will put us in a better position of the overall challenge of the use of passenger fees that there is some local use and there should be some local contribution.

#### Bridge Park to Norway Point Master Plan -

Mr. Gillette said on the Norway Point end of this plan was the improved boat services haulout and it created five or six more acres of uplands for boat repair. There was a connecting road added to the Harbormasters office to get rid of some of the safety concerns along Egan. There was a bike and pedestrian path added. The Harris Harbor Boat grid would move to the boat services area and free up space for small commercial retail for marine related sales or restaurants. On the park side there would be a community oriented building. The idea was to move the Yacht Club to that location but

they indicated they were not in favor of that. From the comments from the Yacht Club not wanting to move is why staff starting looking at the Little Rock Dump location. The implemented parts of this project is applying for the TIGER Grants last year for the Marine Services Center at Norway Point and the Fisheries Terminal expansion with another float. We were not successful in receiving the TIGER Grants. This year we will apply for the new BUILD Grants for both of these projects. Staff hired a consultant to look over the applications and they thought the Fisheries Terminal project could be successful to receive the funds. The grant applications are due July 19<sup>th</sup>. The Aurora Harbor beneficial upland use with the Corps of Engineers is that they are planning to do dredging at Aurora and Harris Harbors and staff has been in discussions with them to build a sheet pile wall at Norway Point and back fill it with the dredged material to build the uplands and move the grid.

Mr. Uchytel said if we want to be competitive we need to spend money for a consultant to determine the financial justification for the projects. The time is ticking away to be competitive. The BUILD Grant in the OmniBus that was passed tripled the amount of TIGER Grant available from last year.

Mr. Simpson asked what is the criteria they are looking for?

Mr. Uchytel said the projects that have a high rate of return and have a high economic benefit from doing that project. We are asking for \$25M and that is the maximum amount to ask for without a match. Even if you have a match, it doesn't make you a higher project in the evaluation. However, when they get to the final score and they see which application has the match, they will choose the one with the match.

Mr. Janes asked with the completion of the Overstreet Park is there still an opportunity for the Yacht Club to move to this location and have enough parking?

Mr. Gillette said yes there is still space for the Yacht Club or a facility similar and have appropriate parking.

Mr. Janes said he would like the Yacht Club to reconsider moving to the Overstreet Park area now the whale project is complete.

Mr. Simpson said he agreed it should be revisited.

Mr. Ridgway said it seemed the Little Rock Dump location for the boat services yard priced out better than the Norway Point location. Is that correct? If we do decide to move forward with the Little Rock Dump what would the Norway Point area be used for?

Mr. Gillette said it appeared the Little Rock Dump would be cheaper. The big question for this area is the winds and currents. We did receive a proposal for \$10,000 from PND to review existing information to analyze the impacts of winds and currents at both locations.

#### Amalga Harbor Fish Cleaning Float-

Mr. Gillette said Docks & Harbors received a grant to study this area. Our part-time-limited employee Harold Moeser did a study. The preferred float was one that was anchored out where people could go clean their fish and then come to the dock but Fish

& Game did not like that plan. Staff looked at adding on to the existing float. One problem is there is a large mound of bedrock which would make it harder to maneuver and we would need to do some underwater blasting to get rid of it. We do have money to do the construction but we just need to make a decision where to have it.

Mr. Janes asked if the fish cleaning float addition would increase our maintenance costs?

Mr. Creswell said he does not see maintenance an issue for the first couple of years but maybe 10 years from now.

#### Little Rock Dump –

Mr. Gillette said he already talked about this and we basically just need to decide if we should move forward with the wind and current study.

#### N. Douglas Boat Ramp –

Mr. Gillette said Mr. Moeser looked at this area to see if there was a better way to organize parking and expand the area. The biggest issue here is that it drops off very deep very fast.

Mr. Simpson said we are also constrained on the uphill side by DOT and the North Douglas Highway.

Mr. Gillette said many years ago there was discussion to move the highway over but there is a rock cliff so that has never moved forward.

Mr. Simpson asked if there has been any research to move the launch ramp to an alternate site in North or West Douglas?

Mr. Gillette said not that he is aware of.

Mr. Ridgway said he always launches from the beach. Is there a way to build a sheet pile wall about 100' up or down the beach? Can we change the angle of the ramp?

Mr. Gillette said everything out there is very difficult because of the depth. We could look at this.

Mr. Etheridge said when we looked into this years ago, ADOT was against the suggested changes at that time because of the access to the highway so that could be an issue again.

Mr. Schaal said the facility was built by ADOT and we are currently in the process of applying for an Alaska Tideland Survey for North Douglas boat launch. One thing that has changed is that when ADOT built this they worked through their right of ways and worked internally but Docks & Harbors is an outside applicant and all changes or improvements will be stringently reviewed by ADOT. They would not have let Docks & Harbors build the North Douglas Launch ramp as it is now but they let themselves build it.

Mr. Simpson said the North Douglas Launch ramp has continuing interest.

#### Douglas Harbor –



Mr. Gillette said this would be completing the original Douglas Harbor plan which is paving the parking lot and adding landscaping. It was never completed because there was no funding. There would need to be more review, but to complete this it would be approximately \$750K to \$1M.

Mr. Janes asked if some basic landscaping could be done without cutting out the existing parking. Is there an intermediate stage of landscaping that could be looked at to satisfy the commitment to complete this project?

Mr. Gillette said one issue is the roadway would probably need some grade changes. We could look at breaking this up into phases and just do something along Savikko road to create the edge and landscape. This could be looked at again.

Mr. Ridgway asked if the City was going to be paving near Sandy Beach soon would it save Docks & Harbor money if we were able to add our paving project?

Mr. Gillette said if the City is doing paving near Douglas Harbor that would make sense to do our paving at the same time.

Ms. Cosgrove provided the Board with definitions for a need or want and short term or long term time length.

Needs are identified as projects that are critical to keeping existing facilities operational.

Wants are identified as good for moving a program forward or creating additional economic opportunities.

Short Term – Within two years

Long Term – Over two years

Ms. Cosgrove said the needs will not be prioritized, but the wants will.

The Board discussed and decided the wants/needs and long term/short term from the staff recommendation projects list in the packet.

Downtown Harbors Zinc Anodes – Mr. Uchytel said we were able to leverage the remaining funds from the Aurora Harbor phase II project to do zinc anodes in all of Aurora so the only sites left is Douglas, Harris and Statter Harbor. (Short Term Need)

Downtown Marine Services Expansion – We are asking for the \$25M BUILD grant for this project. This is the highest need for commercial fisherman. (Short Term Want)

Juneau Marine Fisheries Terminal – We are also asking for the \$25M BUILD grant for this project also. (Short Term Want)

Harbor Wide Pump out Improvements – Mr. Schaal said the sewage needs have been addressed at all the Harbors. Staff came up with a plan at Douglas Harbor because the sewage connection is very difficult and having the pump out on the boarding float is very difficult with the weather. We also want to address some mechanical issues at Statter and Harris Harbors. These are lumped together to better our facilities for Clean

Harbors to provide all season pump outs at Douglas, Harris and Statter. Currently Aurora is the only all season pump out, Harris is at risk of freezing and the pump out is failing, Statter is only a summer system, and we don't have anything functional at Douglas. (Short Term Need)

Cathodic Protection Ph3 – Mr. Schaal said this would protect the sheet pile wall at Marine Park which would be removing the corrosion and applying the high grade long lasting coating to extend the life of the wall. (Short Term Need)

Downtown Bus Staging & Deckover- Mr. Gillette said this is our portion of the Archipelago lot. This would include the bus staging area, the deckover to create the open space, a pavilion/staging area to get out of the rain, and restrooms. Part of the \$15M ask for this project is acquiring the Archipelago property also. Mr. Bartholomew talked about funding sources/opportunities for this project. (Short Term Want)

### **10 Minute Break 6:08**

### **Back in session 6:19**

New Visitor's Center Kiosk – Mr. Gillette said this is currently under design. This will resolve ADA safety issues. (Short Term Need)

Aurora Harbor Phase III – Mr. Uchtyl said this is a \$7M project. We have \$1.5M from sales tax, and we should have another \$500K from harbors funds. If we are able to close out Aurora Harbor Phase II project we could have an opportunity to double the \$2M for Phase III. The Corps is planning on dredging the fall of 2019, winter 2020. He said staff is concerned about safety in this area of the harbor. He recommends to move forward with the project with what funds are available at the time of dredging even if we don't have enough to complete the entire project. Mr. Bartholomew talked about revenue sources for this project. (Short Term Need)

Auke Bay Wave Attenuator (FCSA) – Mr. Uchtyl said there is a potential for partnerships with some local agencies, \$500K would be our part. If the project moves forward, it could be a 80/20 split of a \$40M project. (Short Term Want)

Auke Bay Marine Station UAS Cost Sharing Agreement – Mr. Gillette said this is a commitment made with UAS when dividing the property. This will be the subdivision of the property. (Short Term Need)

Statter/ABMS elevated BayWalk – Mr. Gillette said this is part of the long term want at the ABMS. This was part of the plan for getting the property that would connect Statter Harbor by extending the baywalk and it is transportation oriented. We will apply for a BUILD grant for this project. (Long Term Want)

Add – ABMS Planning to the Potential Planning Efforts list.

Beneficial use Aurora/Harris Harbor Maintenance Dredging – (Short Term Want)

Statter Harbor Phase III – (Short Term Need)

3A –The dredging and the wall - \$3.5M (funded)

3B - The floats (under \$4M)

3C - Uplands (under \$3.5M)

Amalga Harbor Fish Cleaning Station – Mr. Uchytel said he is not confident extending the boarding float will improve the facility much. (Short Term Want)

**Short Term Project Need**

Downtown Harbors Zinc Anodes

Harbor-wide Pump-Out Improvements

Cathodic Protection Ph3

New Visitor's Center Kiosk

Aurora Harbor Phase III

ABMS UAS Cost Sharing Agreement

Statter Harbor Phase III

**Short Term Project Want**

Downtown Marine Services Expansion

Juneau Marine Fisheries Terminal

Downtown Bus Staging & Deckover

Auke Bay Wave Attenuator (FCSA)

Beneficial Use Aurora/Harris Harbor Maintenance Dredging

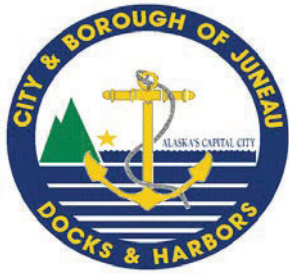
Aurora Harbor Fish Cleaning Station

**Long Term Project Need**

**Long Term Project Want**

Statter/ABMS elevated BayWalk

- VI. Prioritization of Docks & Harbors Capitalization Projects and Focused Efforts** – The projects will be prioritized at the Board meeting May 31st.
- VII. Adjournment** – The Strategic Retreat meeting adjourned at 7:09pm.



## **DOCKS & HARBORS BOARD STRATEGIC PLANNING MEETING**

Saturday, May 13<sup>th</sup>, 2017 at 9:00am  
CBJ Assembly Chambers

- I. Call to Order** (9:00 am in the CBJ Assembly Chambers)
- II. Roll Call** (John Bush, Weston Eiler, Bob Janes, David Lowell, Robert Mosher, David Seng, David Summers, Budd Simpson, and Tom Donek)
- III. Approval of Agenda**
- IV. Public Participation on Non-Agenda Items** (not to exceed five minutes per person, or twenty minutes total time)
- V. Prioritization of Future Docks & Harbors Projects**
- VI. Board Members recruitment/appointment procedures to meet Docks & Harbors specific/unique needs.**
- VII. Adjournment**



| Name                                           | Summary                                                                                                                                  | Estimated Cost | Source of Funding | Match or Grant Opportunity |
|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|----------------|-------------------|----------------------------|
| Harris Harbor Bathroom                         | Project would reopen the former restrooms.                                                                                               | \$175K         | Harbor Fund       | No                         |
| Statter Harbor Breakwater Deck-over            | Current Breakwater has openings creating risk to users.                                                                                  | \$1M           | Harbor Fund       |                            |
| Taku Harbor Pile Jacking                       | Maintenance to re-drive existing piling, weld split seams and correct pile jacking issues.                                               | \$175K         | Harbor Fund       | ADFG                       |
| Auke Bay Net Float                             | Previous net float was sold to AGS.                                                                                                      | \$150K         | Harbor Fund       |                            |
| Douglas Harbor Landscaping                     | Douglas residents have indicated CBJ failed to meet commitment to pave& landscape when the harbor was expanded in ~2004.                 | \$750K         | Harbor Fund       |                            |
| Dredging Wayside Float                         | Fishing Float grounds at low tide causing structural damage to the float.                                                                | \$400K         | Harbor Fund       |                            |
| Downtown Harbors Zinc Anodes                   | Harris/Aurora Ph I/II did not include this maintenance item which would extend the useful life of the steel pilings.                     | \$1.5M         | Harbor Fund       | ADOT                       |
| Harbormaster Office Replacement                | Harbormaster Building (old garage) is past useful life. Master plan calls for multi-use building with modern shower/restroom facilities. | \$1M-\$3M      | Harbor Fund       | P3<br>1% Sales Tax         |
| Install Lighting @ North Douglas Boat Ramp     | High Voltage power is routed along North Douglas Highway; this would bring lighting to launch.                                           | \$60K          | Harbor Fund       |                            |
| Dredge Aurora Slip A6/A8                       | Was an additive item in Aurora Ph I which was not executed due to insufficient funds.                                                    | \$300K         | Harbor Fund       | No                         |
| Downtown Marine Services Expansion Design      | Design fees based on 7% of construction cost.                                                                                            | \$1.4M         | Harbor Fund       | No                         |
| Downtown Marine Services Expansion             | Master Plan – first element.                                                                                                             | \$20M          | Harbor Fund       | P3<br>ADOT<br>TIGER        |
| Statter Harbor Phase IV                        | Additional transient moorage & recapitalization of “horse shoe”.                                                                         | \$2.5M         | Harbor Fund       | ADOT                       |
| Harris/Aurora Security Cameras                 | Improve security in downtown harbors.                                                                                                    | \$100K         | Harbor Fund       |                            |
| ABLF Breakwater/Net Float                      | Large Breakwater to protect the Auk Nu Cove/ABLF/AGS facilities                                                                          | \$250K         | Harbor Fund       |                            |
| Little Rock Dump Marine Service Facility Study | Term Contract Engineer                                                                                                                   | <\$50K         | Harbor Fund       |                            |

|                                          |                                                            |        |             |              |
|------------------------------------------|------------------------------------------------------------|--------|-------------|--------------|
| Archipelago & Waterfront Design/Planning | Dependent upon results of Urban Plan.                      | \$150K | Dock Fund   |              |
| Electrification Cruise Ship Berths       | Provide electrical cables to both new cruise ship berths.  | \$25M  | Docks Funds | EPA Funding. |
| Cathodic Protection Ph 2                 | Downtown Marine Park sheet pile wall requires maintenance. | \$500K | Docks Funds | No           |

|                                                                |                                                                                                                                                                                              |        |                                                                    |                      |
|----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------------------------------------------------------------------|----------------------|
| Aurora Harbor Phase III                                        | Oldest remaining floats in inventory. Project is scaleable up to \$7M.                                                                                                                       | \$7M   | Harbor Fund<br>State Marine<br>Passenger Fee                       | ADOT<br>1% Sales Tax |
| Auke Bay Marine Station<br>Design                              | Effort would begin the conceptual design work for uplands and marine improvements.                                                                                                           | \$1M   | Harbor Fund<br>ACOE (Breakwater)<br>USCG                           | TIGER                |
| Auke Bay Marine Station –<br>relocation Port Office            | Relocate downtown Port Office with phones, internet, moving costs, etc.                                                                                                                      | \$500K | Harbor /Dock Fund                                                  | No                   |
| Waterfront & Underwater<br>Inspections                         | Our existing marine facilities have not been inspected; thus, we don't have good maintenance program in place.                                                                               | \$100K | Harbor/Docks Fund                                                  | No                   |
| Beneficial Use<br>Aurora/Harris Harbor<br>Maintenance Dredging | Pending meeting with USACE on May 15 <sup>th</sup> , 2017                                                                                                                                    | UNK    | Harbor Fund<br>USACE                                               | TIGER                |
| Statter Harbor Phase III                                       | For hire floats and associated uplands, including restrooms, waiting area & gateway.                                                                                                         | \$11M  | Harbor/Dock Fund<br>(15%) +<br>State Marine<br>Passenger Fee (85%) |                      |
| Misc 16B Improvements                                          | Several desired improvements along the seawalk were not included in the 16B bid documents: ADA Ramp improvements, replacement of sacrificial decking & guard railing along Port Field Office | \$500K | 16B Project Funds                                                  | No                   |
| Downtown “small” cruise<br>ship berth project                  | Demand for the niche pocket cruise ships has exceeded capacity downtown.                                                                                                                     | \$15M  | Docks/Harbors Fund                                                 |                      |
| Archipelago Lot<br>Procurement                                 | Estimated cost is based on Assessor's value.                                                                                                                                                 | \$10M  | Dock Fund<br>State Marine<br>Passenger Fee                         |                      |
| Acquire adjacent ABMS<br>property owned by<br>Hagmeier         | Two properties north of anticipated ABMS property are in private ownership and may be available. Properties are assessed at \$620K/each.                                                     | \$1.2M | Harbor Fund<br>CBJ Waterfront<br>Acquisition Fund                  |                      |

*Mission Statement: Develop and provide opportunities, services and facilities to support marine related commerce, industry, fisheries, recreation and visitors.*

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Strategic Project List (2018-2019)

- Auke Bay Area
  - Statter Harbor
    - Phase III
      - ~~Permit & construction & design IIB/IIIC~~
      - ~~15% Match (In Kind w/property)~~
    - Winterize Pump-out
  - ABMS
    - Wave Attenuator – deferred to FY20
    - Funding for ABMS MOA with UAS
    - ~~BUILD Grant for Non-motorized Transportation Link~~
  - ~~Amalga Harbor~~
    - ~~Fish Cleaning Station Improvements with ADF&G grant~~
- Downtown Docks
  - ~~Transportation Staging & Deck over CIP~~
  - ~~Cathodic Protection Phase III~~
- Downtown Harbors
  - ~~Little Rock Dump Investigation – PND~~
  - ~~BUILD Grant for Juneau Fisheries Terminal~~
  - ~~BUILD Grant for Marine Service Center~~
  - Harbor Grant – Zinc Anodes Harris/Douglas Harbors
  - Pump-outs
    - ~~Douglas~~
    - Harris
  - Aurora Harbor Phase III
    - ~~Harbor Grant Application – PND~~
    - ~~Coordination with USACE to dredge~~
    - ~~Beneficial Use of Dredged Materials~~
  - ~~North Douglas Launch Ramp~~
    - ~~Feasibility Study – PND~~
- MPF
  - ~~Kiosk replacement~~
  - Downtown bathroom design
  - ~~Small Cruise Ship “need” study~~
  - ~~Current sensor maintenance contract~~

Contractual Services:

- PND
  - ~~\$12K – North Douglas Launch Ramp Feasibility~~
  - ~~\$12.5K – Aurora Phase III Harbor Grant~~
  - ~~\$20K – BUILD Grants~~
  - ~~\$10K – Marine Service Center meteorological study~~

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*Vision Statement: To be the Southeast Alaska Marine Center of excellence providing safe, secure, modern, vibrant facilities meeting the needs of the users we serve. Page 1*

Strategic Project List (2017-2018)

- Auke Bay/Statter
  - ~~Close Out Phase 2 (Reprogram Harbor \$)~~
  - Funding for ABMS MOA
  - 15% for Phase 3 (Use Dock Fund Balance) or In-Kind w/property
  - ~~Prep for TIGER grant Bay walk~~
- Downtown Docks
  - Close out 16B/transfer to waterfront CIP
  - ~~Fund Cathodic Protection Phase 2~~
- Downtown Harbors
  - ~~Close out Douglas CIP~~
  - ~~1% Project Submission~~
  - Aurora Ph3 - Potential Revenue/Government Obligation Bond
  - ~~ADOT submission zinc anodes Due September 1~~
  - Little Rock Dump Investigation – PND
  - ~~Potential future TIGER Grant Application~~
- Taku Harbor
  - ~~Funding from ADF&G 75/25 Match~~
  - ~~D&H commitment \$37.5K~~
  - ~~Design award to PND \$16K~~
  - ~~Construction NLT April 2018~~
- MPF
  - Kiosk replacement
  - Downtown bathroom design
- ~~Harbor Fund Balance~~
  - ~~Harris Bathroom~~



## Projects Completed

| Name                                             | Summary                                                                                                                                      | Estimated Cost | Source of Funding         | Match or Grant Opportunity |             |
|--------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|----------------|---------------------------|----------------------------|-------------|
|                                                  |                                                                                                                                              |                |                           | Grant                      | Opportunity |
| Harris Harbor Bathroom                           | Project would reopen the former restrooms.                                                                                                   | \$175K         | Harbor Fund               | No                         |             |
| Taku Harbor Pile Jacking                         | Maintenance to re-drive existing piling, weld split seams and correct pile jacking issues.                                                   | \$175K         | Harbor Fund               | ADFG                       |             |
| Little Rock Dump Marine Service Facility Study   | Term Contract Engineer                                                                                                                       | <\$50K         | Harbor Fund               |                            |             |
| Cathodic Protection Ph 2                         | Downtown Marine Park sheet pile wall requires maintenance.                                                                                   | \$500K         | Docks Funds               | No                         |             |
| Auke Bay Marine Station – relocation Port Office | Relocate downtown Port Office with phones, internet, moving costs, etc.                                                                      | \$500K         | Harbor /Dock Fund         | No                         |             |
| Misc 16B Improvements                            | Several desired improvements along the seawalk were not included in the 16B bid documents: ADA Ramp improvements, replacement of sacrificial | \$500K         | 16B Project Funds         | No                         |             |
| Archipelago Lot Procurement                      | Estimated cost is based on Assessor's value.                                                                                                 | \$10M          | Dock Fund<br>State Marine |                            |             |

## Harbor Projects

|                                            |                                                                                                                                          |           |                   |                |
|--------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|-----------|-------------------|----------------|
| Statter Harbor Breakwater Deck-over        | Current Breakwater has openings creating risk to users.                                                                                  | \$500K    | Harbor Fund       |                |
| Auke Bay Net Float                         | Previous net float was sold to AGS.                                                                                                      | \$150K    | Harbor Fund       |                |
| Douglas Harbor Landscaping                 | Douglas residents have indicated CBJ failed to meet commitment to pave& landscape when the harbor was expanded in ~2004.                 | \$750K    | Harbor Fund       |                |
| Dredging Wayside Float                     | Fishing Float grounds at low tide causing structural damage to the float.                                                                | \$400K    | Harbor Fund       |                |
| Harbormaster Office Replacement            | Harbormaster Building (old garage) is past useful life. Master plan calls for multi-use building with modern shower/restroom facilities. | \$1M-\$3M | Harbor Fund       | P3<br>1% Sales |
| Install Lighting @ North Douglas Boat Ramp | High Voltage power is routed along North Douglas Highway; this would bring lighting to launch.                                           | \$60K     | Harbor Fund       |                |
| Dredge Aurora Slip A6/A8                   | Was an additive item in Aurora Ph I which was not executed due to insufficient funds.                                                    | \$300K    | Harbor Fund       | No             |
| Downtown Marine Services Expansion Design  | Design fees based on 7% of construction cost.                                                                                            | \$1.4M    | Harbor Fund       | No             |
| Statter Harbor Phase IV                    | Additional transient moorage & recapitalization of "horse shoe".                                                                         | \$2.5M    | Harbor Fund       | ADOT           |
| Harris/Aurora Security Cameras             | Improve security in downtown harbors.                                                                                                    | \$100K    | Harbor Fund       |                |
| ABLF Breakwater/Net Float                  | Large Breakwater to protect the Auk Nu Cove/ABLF/AGS facilities                                                                          | \$250K    | Harbor Fund       |                |
| National Guard Float Improvements          | Electrical & Maintenance Repairs                                                                                                         | \$25K     | Harbor Fund       |                |
| Waterfront & Underwater Inspections        | Our existing marine facilities have not been inspected; thus, we don't have good maintenance program in place.                           | \$100K    | Harbor/Docks Fund | No             |

|                                                  |                                                                                                                                          |        |                                             |  |
|--------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|--------|---------------------------------------------|--|
| Downtown "small" cruise ship berth project       | Demand for the niche pocket cruise ships has exceeded capacity downtown.                                                                 | \$15M  | Docks/Harbors Fund                          |  |
| Acquire adjacent ABMS property owned by Hagmeier | Two properties north of anticipated ABMS property are in private ownership and may be available. Properties are assessed at \$620K/each. | \$1.2M | Harbor Fund CBJ Waterfront Acquisition Fund |  |
| Safety Ladder Installation                       | Scaleable @ \$350/each                                                                                                                   | \$350K | Harbor Fund                                 |  |

## Docks Projects

|                                              |                                                                                                                |        |                    |                                |
|----------------------------------------------|----------------------------------------------------------------------------------------------------------------|--------|--------------------|--------------------------------|
| New Visitor's Center Kiosk                   | Under design                                                                                                   | \$150K | MPF                |                                |
| Downtown Bathrooms                           | Validated in Urban Design Plan                                                                                 | \$500K | MPF                |                                |
| Docks Security Booths relocation Port Office | Passenger Check Points at AS/CT Berths internet, moving costs, etc.                                            | \$300K | MPF                | FEMA Port Security Grant (PSG) |
| Waterfront & Underwater Inspections          | Our existing marine facilities have not been inspected; thus, we don't have good maintenance program in place. | \$100K | Harbor/Docks Fund  | No                             |
| Downtown "small" cruise ship berth project   | Demand for the niche pocket cruise ships has exceeded capacity downtown.                                       | \$15M  | Docks/Harbors Fund |                                |
| Guard Railing Along Seawalk                  | Potential Safety Issues                                                                                        | \$3M   | MPF<br>Docks Fund  |                                |

## Staff Recommendation

|                                                      |                                                                                                                              |                  |                                                   |                                     |
|------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|------------------|---------------------------------------------------|-------------------------------------|
| Downtown Harbors Zinc Anodes                         | Douglas/Harris/Aurora Ph I/II did not include this maintenance item which would extend the useful life of the steel pilings. | \$1.5M<br>\$400K | Harbor Fund                                       | ADOT                                |
| Downtown Marine Services Expansion                   | Master Plan – first element.                                                                                                 | \$25M            | Harbor Fund                                       | BUILD Grant                         |
| Juneau Marine Fisheries Terminal                     | Per Planning Study (Norway Point to Bridge Park).                                                                            | \$25M            | Harbor Fund                                       | BUILD Grant                         |
| Harbor-wide Pump-out Improvements                    | Douglas has not operated in 2 years. Statler/Harris not for winter use.                                                      | \$100K           | Harbor Fund                                       | ADFG –<br>Clean Vessel<br>Act Funds |
| Cathodic Protection Ph3                              | Downtown Marine Park sheet pile wall requires maintenance.                                                                   | \$250K           | Cruise Berth Project                              | No                                  |
| Downtown Bus Staging & Deckover                      | Per results of Urban Design Plan                                                                                             | \$15M            | Cruise Berth Project<br>Docks Fund<br>Local Match |                                     |
| New Visitor's Center Kiosk                           | Under design                                                                                                                 | \$150K           | MPF                                               |                                     |
| Aurora Harbor Phase III                              | Oldest remaining floats in inventory. Project is scaleable up to \$7M. Received \$1.5M from 1% Sale Tax initiative in 2017.  | \$7M             | Harbor Fund State<br>Marine<br>Passenger Fee      | ADOT<br>1% Sales                    |
| Auke Bay Wave Attenuator (FCSA)                      | ACOE requires 50/50 cost sharing agreement for planning. 80/20 split for construction.                                       | \$500K           | Harbor Fund                                       |                                     |
| Auke Bay Marine Station – UAS Cost Sharing Agreement | Per MOA with UAS.                                                                                                            | \$220K           | ACOE (Breakwater)<br>Harbor Fund                  |                                     |



## Staff Recommendation

|                                                          |                                                                                                               |        |                                                              |             |
|----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|--------|--------------------------------------------------------------|-------------|
| Statter/ABMS elevated BayWalk                            | Pedestrian Link along the waterfront.                                                                         | \$12M  | Harbor Fund                                                  | BUILD Grant |
| Beneficial Use Aurora/Harris Harbor Maintenance Dredging | Pending meeting with USACE on May 15th, 2017<br>Application submitted March 12, 2018.                         | \$100K | Harbor Fund USACE                                            | TIGER       |
| Statter Harbor Phase III                                 | For hire floats and associated uplands, including restrooms, waiting area & gateway.                          | \$11M  | Harbor/Dock Fund (15%) +<br>State Marine Passenger Fee (85%) |             |
| Amalga Harbor Fish Cleaning Station                      | Study was completed to evaluate potential solutions to queuing and safety issues with vessels using the float | \$300K | ADF&F Grant (75%)<br>Harbor Fund (25%)                       |             |

## Potential Planning Efforts

| Mariculture Opportunity                                 |                                                                                                                                                                                                                                                                                                             | \$0K       | Time & Talent |
|---------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------------|
| Coast Guard Assets to Juneau                            | Targeted effort to bring CG Offshore Patrol Cutter to Juneau                                                                                                                                                                                                                                                | \$10K/year |               |
| NOAA Assets to Juneau                                   | Targeted effort to bring NOAA vessels to Juneau                                                                                                                                                                                                                                                             | \$10K/year |               |
| Marketing efforts to encourage boat ownership in Juneau |                                                                                                                                                                                                                                                                                                             |            | Time & Talent |
| Small Cruise Ship Moorage Master Planning               | The increased number of small cruise ships have adversely impacted and strained Docks & Harbors' ability to provide suitable dock space. This master planning effort would examine the future business need and develop a holistic plan which would enable this industry to thrive in a sustainable manner. | \$150K     | MPF           |
| Public/Private Port Infrastructure Plan                 | This would fund a master plan study that would assess the existing docks and needs for the future, including infrastructure and governance.                                                                                                                                                                 | \$150K     | MPF           |
| Docks & Harbors Staff Organization Review               | Adding infrastructure. Should this merit manning study?                                                                                                                                                                                                                                                     |            | Time & Talent |
| Oil/Solid Waste/Waste Stream Management Plan            | Comprehensive look at reducing waste/cost within the harbors.                                                                                                                                                                                                                                               |            | Time & Talent |
| 35 Year Master Plan of Facilities                       | Do we need to posture for West Douglas Access Road, Tee Harbor, Juneau Access Road, etc?                                                                                                                                                                                                                    |            | Time & Talent |

# Docks & Harbors Policy Statement – Availability of Public Land for Private-Sector Use

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Background Authority: The Docks & Harbors Board is charged under Title 85, General Powers's clause (85.02.060), to generally exercise all powers necessary and incidental to operation of all port and harbor facilities in the public interest and in a sound business manner. In particular, and without limitation on the foregoing, the board shall be responsible for the operation, development and marketing of municipally owned and operated port and harbors, including such facilities as boat harbors, docks, ferry terminals, boat launching ramps, and related facilities except as designated by the Assembly by resolution.

Existing Properties: Docks & Harbors has management authority, as designated by the Assembly, of several hundred acres of uplands, submerged and intertidal lands through a variety of contractual vehicles including the following:

- 1) Direct Management: Most of Docks & Harbors properties are under the department's ownership and managed directly as municipal harbors, launch ramps or commercial loading facilities, and the public downtown cruise ship docks and adjoining public uplands. This includes management of the portion of the Seawalk along the cruise ship berths from Marine Park to the Franklin Street Dock. This section of the Seawalk is a transportation corridor that is used to safely and efficiently move cruise passengers from the ships to downtown businesses and shore side transportation.
- 2) Leases: Properties that are generally leased for long terms (10 to 35 years) and typically are vacant lands for private development. Some leases include infrastructure developed by D&H such as the two marine repair facilities. Docks & Harbors has 25 leases with individuals or businesses on parcels which have been competitively offered on tidelands and a few upland properties. These leases are specifically called out in resolution with the properties designated with surveyed information and recorded with the State. Harri Commercial Marine, through two separate leases, manages boatyard facilities in which Docks & Harbors provides critical infrastructure for the haul out necessary for operations.
- 3) Use Agreements: Similar to a permit in that it is for long term on D&H developed facility. The Taku Dock is owned by CBJ but through a "use permit agreement" the facility is managed by Taku Smokeries Fisheries which compensates CBJ based on a valuation formula of fish landings.
- 4) Permits: Typically for use of facilities for recurrent uses such as launch ramps, loading, etc. Docks & Harbors provides, at fees established in code, commercial parking lots and loading zones which provide for staging areas in support of the cruise ship industry and general parking needs for local use, including truck and trailer parking at Statter Harbor. Waterfront Tour Permits, established under 05-CBJAC-10, provide the guidance for the commercial loading zones and for tour brokers to sell approved excursions from booths built and maintained by the department. The tour broker kiosks are provided at three locations along the waterfront and are provided for under outcry auction with a minimum bid of \$30K.
- 5) Special Use Permits: Generally for support of specific events such as Salmon Derby. These are issued for very limited time to coincide with a specific event.

# Docks & Harbors Policy Statement – Availability of Public Land for Private-Sector Use

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~~Public Consideration & the Public Good: Docks & Harbors recognizes private property owners invest significant capital into improvements with the expectation of economic opportunity proportional to their investment. The public good is not advanced when governmental funds are used for the benefit of few individual businesses at the expense of entrepreneurs who have assumed financial risk to develop and grow successful enterprises. Without limitation, the following considerations are established herein:~~

- ~~1) Multiple and diverse uses should be encouraged;~~
- ~~2) A sound local economy will be promoted;~~
- ~~3) Adequate lands for public development and public use, including open space with appropriate uplands, should be reserved;~~
- ~~4) Tidelands and other Docks & Harbors-controlled areas should be leased only for specific water-dependent and marine-related uses and not sold;~~
- ~~5) The development and growth patterns and potentials of different areas of the City and Borough should encourage waterfront services that may be needed as a result of that development and growth;~~
- ~~6) Public access to and along public and navigable bodies of water shall be provided where practical;~~
- ~~7) Safe and efficient pedestrian ways linking various facilities and destinations shall be provided; and,~~
- ~~8) Docks & Harbors operations should not unreasonably interfere with activities on adjacent uplands property.~~

## Docks & Harbors Policy Statement:

- 1) D&H shall provide safe and efficient access (pedestrian and vehicular) and open space throughout its facilities including the downtown docks and Seawalk. To this end, Docks & Harbors shall not permit future private-sector commercial activities on the Seawalk and other Docks & Harbors managed properties from Marine Park to Franklin Dock unless tied to an existing private property and on a case by case basis where a compelling public purpose is demonstrated.
- ~~1)2) Docks & Harbors' reaffirms support to private-sector enterprise by providing undeveloped land parcels for lease through public process.~~
- ~~2)3) Docks & Harbors will try to complement private activity adjacent to Docks & Harbors managed property when needed property is not available through the private sector.~~
- ~~3)4) Docks & Harbors shall refrain from providing public lands when doing so ~~would compete~~ would compete with private sector investment.~~
- ~~4)5) D&H shall provide safe and efficient access (pedestrian and vehicular) and open space throughout its facilities including the downtown docks and Seawalk. To this end, Docks & Harbors shall not permit future private-sector commercial activities on the Seawalk and other Docks & Harbors managed properties from Marine Park to Franklin Dock unless tied to an~~

## Docks & Harbors Policy Statement – Availability of Public Land for Private-Sector Use

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~~existing private property and on a case by case basis where a compelling public purpose is demonstrated.~~

DRAFT





- Seawalk, Pedestrian Corridor, and Open Space
- Future Waterfront Attraction
- Future Deck-Over and Restrooms
- Open to Water (Private Lease)



## Marine Park to Taku Dock

Presented by: The Manager  
Introduced: 6/26/2017  
Drafted by: A. G. Mead

## **RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA**

**Serial No. 2792**

### **A Resolution Dissolving the Fisheries Development Committee and Repealing Resolution No. 2751.**

WHEREAS, the Fisheries Development Committee (FDC), designed to advise and assist the Assembly regarding all aspects of fisheries development and enhancement in the Juneau area, was created in 1985 as an ad hoc committee, and made a permanent, nine member committee in 1989 by Resolution No. 1399; and

WHEREAS, the FDC was reestablished with seven members in 2007 by Resolution 2418, and again in 2016 with five members by Resolution 2751; and

WHEREAS, given the ongoing membership and quorum challenges facing the FDC, the Human Resources Committee met with the FDC to consider the committee's future role and possible reorganization; and

WHEREAS, as a result of those discussions, the Human Resources Committee, at its meeting on February 13, 2017, directed a resolution dissolving the FDC be brought back to the Human Resources Committee for its consideration; and

WHEREAS, at its meeting on June 5, 2017, the Human Resources Committee approved forwarding the resolution to the Assembly for its consideration; and

WHEREAS, the Assembly appreciates the work done by the Fisheries Development Committee and the valued contributions made by its members.

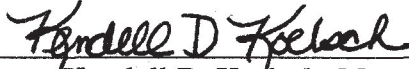
NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU, ALASKA:

**Section 1.** The Fisheries Development Committee is hereby dissolved.

**Section 2. Repeal of Resolution.** Resolution No. 2751 is repealed.

**Section 3. Effective Date.** This resolution shall be effective immediately after its adoption.

Adopted this 26<sup>th</sup> day of June, 2017.

  
Kendell D. Koelsch, Mayor

Attest:

  
Laurie J. Sica, Municipal Clerk