

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING AGENDA
For Wednesday, August 22nd, 2018

- I. Call to Order** (5:00 p.m. at City Hall Conference Room 224)
- II. Roll Call** (Don Etheridge, Mark Ridgway, Bob Janes, Weston Eiler, Budd Simpson, David McCasland, Dan Blanchard and Jim Becker.)

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 18th, 2018 Operations/Planning Meetings Minutes**
- VI. Consent Agenda - None**
- VII. Unfinished Business**

- 1. Auke Bay Boatyard Lease
Presentation by the Port Director

Committee Discussion

Public Comment

Committee Discussion/Action

MOTION: TO APPROVE THE LANGUAGE OF A NEW 10-YEAR AUKE BAY BOATYARD LEASE TO HARRI COMMERCIAL MARINE.

- 2. Donation of 65 foot Gangway
Presentation by the Port Director

Committee Discussion

Public Comment

Committee Discussion/Action

MOTION: TO DONATE THE FORMER 65 FOOT ADA RAMP TO CBJ PARKS & RECREATION FOR THE PUBLIC USE IN LEMON CREEK.

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- ~~3. Vessel Salvage and Disposal—05 CBJ 40.010(g)~~
~~——Presentation by the Harbormaster~~

Committee Discussion

Public Comment

Committee Discussion/Action

MOTION: TBD.

VIII. New Business

1. Cancellation of ATS 123 Lot 2 Lease
Presentation by the Port Director

Committee Questions

Public Comment

Committee Discussion/Action

MOTION: TO ACCEPT THE CANCELLATION REQUEST FROM NOWELL AVENUE DEVELOPMENT, LLC FOR LEASE OF ATS 123 LOT 2.

2. Purchase Option of Boat Shelter (AF-026)
Presentation by the Port Director

Committee Questions

Public Comment

Committee Discussion/Action

MOTION: THAT THE BOARD WAIVE IT RIGHT OF FIRST REFUSAL TO PURCHASE BOAT SHELTER AF-026 OWNED BY WILLIAM EDGAR & LINDA LANE.

IX. Items for Information/Discussion

1. Strategic Planning/Amalga Fish Cleaning Station
Presentation by the Port Director

Committee Discussion/Public Comment

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2. Small Boat Harbor Ladder Requirements
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 19th, 2018.**

XII. Adjournment

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I. Call to Order

Mr. Simpson called the meeting to order at 5:00 p.m. in City Hall Conference Room 224.

II. Roll Call

The following members were present: Don Etheridge, Mark Ridgway, Bob Janes, David Seng, Weston Eiler, Budd Simpson, Dan Blanchard and Jim Becker.

Absent: David McCasland

Also present: Carl Uchytel- Port Director and David Borg-Harbormaster.

III. Approval of Agenda

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

Motion passed with no objection.

IV. Election of Operations-Planning Committee Chair/Vice Chair

Mr. Janes nominated Mr. Eiler for the Chair of the Ops Committee.

Mr. Simpson nominated Mr. Ridgway for the Vice Chair of the Ops Committee.

Mr. Ridgway provisionally nominated Mr. Etheridge for the Chair of the D&H Board.

Mr. Janes provisionally nominated Mr. Simpson for the Vice Chair of the D&H Board.

Elections passed with no objections.

V. Public Participation on Non-Agenda Items - None

VI. Special Order of Business

Mr. Uchytel presented Jeremiah Cryts and John (Tom) Matheson with awards for Employee of the Quarter for their efforts in spearheading repairs to the Auke Bay Marine Station Float. The citation read, in part: *Jeremiah & Tom distinguished themselves by completing a rehabilitation project on the Auke Bay Marine Station (ABMS) floating dock in preparations for the arrival of the Alaska State Troopers vessel ENFORCER. The Troopers notified Docks & Harbors in January that they were considering permanently*

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repositioning the vessel from Ketchikan to Juneau. Docks & Harbors had recently acquired the ABMS and thought the ENFORCER would be a great addition to our facility. The 120' floating dock was in a state of serious disrepair. The most significant of these needed repairs was the complete replacement of the bull-rail running the outer perimeter of the dock....Over a period of three weeks, Jeremiah and Tom executed the plan replacing the bull-rail. The construction efforts went as far as lapping the joints to provide increased structural integrity and chamfering the rails so that mooring lines would not chaff and needlessly wear. They then set to the task of cleaning the float and removing many years of marine growth and unsightly stains. Recently, a delegation of senior executives from NOAA and CBJ toured the facility. This group complimented the efforts numerous times noting the outstanding and meticulous work.

VII. Approval of Wednesday, June 20th, 2018 Operations/Planning Meetings Minutes

MOTION By MR. SIMPSON: TO APPROVE THE JUNE 20th, 2018 MEETING MINUTES AS PRESENTED AND ASKED UNANIMOUS CONSENT.

Motion passed with no objection.

VIII. Consent Agenda - None

IX. Unfinished Business - None

X. New Business - None

XI. Items for Information/Discussion

1. Potential Donation of Docks & Harbors ADA Ramp to Rotary International

Kim Kiefer, President of Juneau Gastineau Rotary Club, Juneau, AK

Ms. Kiefer said she is coming before the Board on behalf of the four clubs in Juneau and the Rotaract Group. The project they are working on together this year is to rebuild the trail that goes from Dzantik'i Heeni (DZ) School over to Alaskan Avenue. The trail was built years ago and it's a plank trail. It gets very heavily used, especially the area close to DZ school. The kids go out on that trail to do science projects. They want to pull up all the planks, put material down, and then put gravel on top of it. They need to rebuild three bridges. The longest bridge is the one closest to Alaskan Avenue on that little corner. Right now the trail is not accessible and they would like to make it accessible. She understands Docks & Harbors has a used 65' gangway that would be perfect to make it accessible. Right now, the clubs have raised \$12,600. They can get a match from Rotary International District for another \$12,500. They also received \$10,000 from the Juneau Community Foundation so they have \$35,000 for this project. If they could get the gangway, that would allow them to have the trail be accessible. On the market Docks & Harbors could probably get \$15,000-\$20,000 because the gangway is in pretty good

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shape. If the Board would be willing to donate part of it, she thinks they could come up with \$5,000. It would be appreciated and used by a number of people.

Committee Discussion/Public Comment

Mr. Becker asked staff if we are holding it for any particular reason?

Mr. Uchytel said this is the gangway that used to be along the seawalk. It was the ADA ramp just south of the library. We tapered that slope this past winter and we no longer need the gangway. It is excess to our need at this point.

Mr. Janes said this is a well thought out community project. He would like to open the discussion for a donation to the Rotary Club without accepting the \$5,000.

Mr. Ridgway asked if there is a timeline critical element to this decision for the project?

Ms. Kiefer said they want to try to get the majority of the project done this summer and they got a late start because Rotary International just approved the extra \$12,500. The project is starting right now, there will be a couple of work parties in August and September. If they know the gangway is coming, it can be one of the last pieces that gets put in but they really want to have it done by the time the snow flies. If they don't get the gangway they have to go out to a bridge design company and work with them to figure out the wood bridge piece of it so the sooner they can do that the better.

Mr. Ridgway asked staff if they have an estimated value of the gangway?

Mr. Uchytel said a new 65 foot gangway would cost \$40,000 to \$50,000.

Mr. Seng asked if Ms. Kiefer's group has worked with a design firm or engineers to make sure there are appropriate abutments and footings that will work with the span of this particular ramp?

Ms. Kiefer said the President of one of the Rotary Clubs works for an engineering firm and he thought he could work with the firm to design it if we know this is the way we're going to go.

Mr. Janes asked if Rotary would have a use for that extra \$5,000 if we donated this rather than selling it to them?

Ms. Kiefer said definitely, if they had that extra \$5,000 they could work on another connection route for this trail.

Mr. Ridgway asked staff if we have the legal authority to be able to give something and is there a procedure or municipal code we should be adhering to?

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Mr. Uchytel said if the will of the Committee is to move forward with a donation he will consult the Law Department.

Ms. Kiefer said there is a policy that allows the Assembly to do that, but she doesn't remember what the dollar value is.

Mr. Simpson said this is on the agenda as an item for information. We need to put it on the next agenda as an action item so we can vote on it, but the sense of the group is that we want to make the outright donation subject to legal requirements.

Mr. Ridgway asked staff to do a cursory review of Docks & Harbors needs to be able to make a declared statement that we have no use for it.

Mr. Seng asked if staff is confident that the condition of this ramp is such that we are not going to incur any liability by donating a ramp which might collapse?

Mr. Borg said he has no concerns.

Mr. Simpson said it was built for a specific purpose, to make the dock ADA compliant in an interim way, knowing we were going to do something different eventually. He can't think of any place else we would ever need that type of ramp. It wouldn't be suitable for our typical dock and float uses.

Mr. Uchytel said the ADA rules are such that you are compliant in a harbor whenever you have a gangway 80 feet or greater. We would never reuse the 65 foot gangway to approach a floating dock, but it could be used to bridge between two float systems.

Mr. Janes said he'd like to send Ms. Kiefer away with the assurance from this Board that unless something really stands out as a red flag we'll move this forward quickly. We are all in favor of donating the gangway to Rotary International.

2. Vessel Salvage and Disposal - 05 CBJ 40.010(g)

Mr. Borg presented the following:

Current Regulation

05 CBJAC 40.010 – General moorage management policy

(g) Vessel salvage and disposal.

(1) Prior to obtaining a moorage assignment pursuant to 05 CBJAC 40.035, 050, 055, or 065, the owner of a vessel must

(i) provide the Harbormaster with proof of current marine insurance showing, at a minimum, the owner's name, information identifying the vessel, and the dates of insurance coverage; or

(ii) pay a non-refundable moorage surcharge \$0.25 per foot per month.

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(2) The funds collected from the moorage surcharge under this regulation will be used to pay for the unrecoverable costs attributable to vessel salvage and disposal activities in the small boat harbors.

(3) This regulation does not relieve an owner from the responsibility to pay fees as set out in CBJ Ordinance Title 85 or regulations adopted thereunder, and does not constitute marine insurance.

Problem Statement

- This fee is assessed as a fine for not having insurance. Many patrons automatically assume that it replaces vessel insurance and that they are covered.
- Only applies to vessels that have permanent stall assignments. Does not apply to transient vessels even if in the harbor system year round.
- Recently a long time harbor patron came in to take advantage of the fee. He has paid for the past 20 years an amount equal to \$1,800 and figured that's how much it was going to cost us (Docks and Harbors) to dispose of his vessel.
- The amount collected between May 2015 and May 2018 was \$58,000.

Mr. Borg said we spend a lot of money pulling boats, pumping boats out, recovering fire damage, etc. In the last three years we've had to refloat 5 vessels at an average cost of \$5,000 to \$7,000. These vessels were not insured. The biggest issue we have right now is when people come in we ask if they have insurance, if they don't have it we tell them we've got this fee of \$0.25 per foot per month, they say that's cheap and they automatically assume they are covered with insurance. They are not, and it takes quite awhile to explain this to people. We are not sure where this fee came from or what the best way is to move forward. Right now this fee only applies to vessels that are permanently assigned, it does not apply to vessels that are transient. Unless you are on A or B float in Statter Harbor, you're not required to pay the fee for not having insurance. Everyone in general population is in transient, they can be there all year round and we collect nothing. The Whimsea is a perfect example. She caught fire, burned, and sank. The Coast Guard spend \$160,000 to get it to the surface. The owner has no insurance and the Coast Guard is not going to get any of that money back. It cost Docks & Harbors an additional \$17,000 to transport it around to Trucano's yard so we could dispose of it. Our insurance covered everything but the \$5,000 deductible. Now the owner is thinking he should have had an opportunity to salvage his vessel and has filed a suit against the City to get some money back. We're working with CBJ Risk on that. Again, he was in a transient zone and he wasn't required to pay the vessel disposal fee. We are fee heavy in this department. We have fees for everything. We have talked about just doing away with this fee. He is not a big fan of that. He called Sitka, Petersburg, Wrangell, and Ketchikan and none of them have this fee. The Harbormaster in Ketchikan said they tried to bring up insurance and it turned into an explosive situation. The first thing we've got to do is change the name of this fee. This morning staff came up with "Uninsured Vessel Penalty" since it is a penalty for not having insurance. Also, we want people to have insurance but we don't really know what type of insurance they need to have. People come in and ask what type of insurance they need and how much and it gets kind of sticky for us. We assume that people are going to have the right kind of insurance but

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that's not always the case. The issues for this fee are the name, the amount of the fee we collect, and how to apply it to transient vessels. We know if they're coming from Washington they've got to have insurance because it's required by state law. When someone comes into our office to register a transient vessel it takes 15-20 minutes to get them registered and into the computer and explain to them our fee structure and all these things back and forth. If we start getting into insurance with transient folks it will really create a hassle, and we are trying to be customer service savvy. One option we talked about was raising the moorage fees across the board and if vessels have insurance we take \$0.50 per foot or some other amount off. Another option is to do nothing except change the name and keep the \$0.25 fee for stall holders. We need to talk more about this. Some of the Board members probably know the history on how this fee came about.

Committee Discussion/Public Comment

Mr. Simpson said when this came up before, we wanted to require boats to have insurance. People came to us and said they couldn't get insurance for their old boats but they still have the right or desire to be in our harbors. This fee came up as a way around the insurance requirement. It was misnamed, it should be a no insurance surcharge. It should never have been called a vessel disposal surcharge. Now that Washington requires insurance, what is happening with those boats that told us they are uninsurable? Is there actually insurance? If there is, we should make the uninsurable boats get insurance.

Mr. Janes said he spends hundreds of thousands of dollars on insurance every year so wherever he gets a chance he does not get insurance. He considers himself self-insured on his personal boat. His 22 foot boat is in transient in Statter Harbor and he's not required to have insurance. He would pay it if we required it, but we don't so he doesn't. He doesn't like the idea of calling it a "penalty." It really isn't a penalty unless we have a law. Insurance companies rule the world and he would rather not give them any more of his money. He does believe we need a system but he objects to it being a penalty for not having insurance. We need to deal with the transient boats in our harbors because we have dozens and dozens of them that are not visitors, they put their boats in the harbors for the 6-8 months a year and are called "transient." He'd love to have a stall but there are none available.

Mr. Etheridge said he had insurance on his tug until it starting costing him over \$10,000 a year by the time he gets done with his survey and pays his insurance. He takes the risk and pays his extra \$0.25. The Board created that \$0.25 fee because we were, at that time, having to dispose of a few boats that were sinking in the harbor and nobody would claim them anymore. If we have to increase that fee he would be willing to support that. When you have to pay \$6,000 for a survey just so you can get insurance it's crazy.

Mr. Ridgway said \$58,000 in three years is \$1,600 per month and when he multiplied that by 4, there are 6,400 feet of boats currently paying that penalty per month. He asked if Mr. Borg has a good handle on averaging out the cost of vessel disposal over time?

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Mr. Borg said it depends. For example, when the 40 foot Northwind sunk it cost \$7,000 to get it out of the water and then it went through the impound process, obviously nobody is going to buy a sunk boat so we took it to our term contractor and he spends another \$5,000 to \$7,000 to dispose of it. That one boat, just because it sunk, costs double to get rid of. If we just impound a boat and want to get rid of it that's a small cost. He has a good handle on how much each individual event is.

Mr. Ridgway said he's trying to get to the difference between what we're taking in on this poorly named fee and what we're putting out as we approach the larger problem of insurance. At \$1600 per month this is a maintenance item for staff to find the people and assess this fee, correct? It takes staff time to make sure that you're managing this penalty or fee the way it's put out there right now, it's not just the delta of the cost, it's also a resource drain as well. Mr. Ridgway asked if Mr. Borg sees charging separate rates for insured and uninsured vessels as potentially reducing the burden on staff?

Mr. Borg said it makes it easier for the transient and non-transient vessels. We would be able to collect. Right now we don't go after an insurance requirement for transient vessels. This would.

Mr. Ridgway asked if patrons are signing a document that is abundantly clear that they, not the harbor, have liability for their vessel?

Mr. Borg said yes he is comfortable with the paperwork they are signing.

Mr. Seng said we are not collecting near enough money to cover our costs at \$19,000 a year. The Board should either up the ante and cover the cost, which is going to raise mooring fees by an amount that is going to make people squawk, or just say we spend more effort and lose more good will chasing pennies than what we're actually pulling in. If it's only \$19,000 he thinks we're doing more harm than good by charging that with our harbor patrons. Lets figure out what the problem really is and solve that. If it's that we need more money to cover our disposal fees then lets go get it. And if it's not, then lets not waste time chasing pennies on the dollar.

Mr. Janes said he would go along with charging separate rates for insured and uninsured vessels, whether you're transient or permanent. We can direct staff to start thinking about what those rates would be. We don't want to gouge anybody but we also want to get a rate that could cover an incident if it happens. At that point somebody might decide insurance is not a bad deal or they might decide just to pay the extra rate for the four months they're in the water. He thinks that's pretty simple for the public to stomach as they go in to pay moorage fees.

Mr. Simpson said if we keep the insurance requirement or have it as one of two options, we need to say what the insurance is. When you have a boat in reserved moorage you have to produce your insurance certificate annually so that's a pretty easy thing for staff

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to monitor. Those certificates say what the coverages are, liability or property damage etc. We could talk to a couple marine insurance brokers and figure out what to require.

Mr. Seng said if we're talking about trying to cover Docks & Harbors costs in the event that a boat is lost, burned, sinks, has to be raised, we're kidding ourselves if we're not going to charge the same kind of rates that insurance companies charge to cover the costs of the unknown. They're spreading their risk across much larger numbers of boats. Then if we get into trying to evaluate the quality of their insurance and make sure that it meets our standards, it seems like we're going deeper down the rabbit hole rather than simplifying things. Maybe we want to simplify it and say we're going to raise our moorage rates for transient and permanent and the reason we're doing that straight cut across the board is to recover our costs because that's what the problem really is. It became an insurance issue at one time but it's not really an insurance problem. It's just a pure cost, dollar value, how do we cover that as simply as possible so we can lighten the load on every individual boat owner by applying it to every boat owner and make it go that way, back to simple.

Mr. Becker said he is aware of one situation where the boat was a total loss. The guy had insured it for replacement value and being a total loss, the deductible was waived by the insurance company. He doesn't know if that's standard or not. Maybe we need to have some insurance people guide us through this.

Mr. Ridgway said he sees it as a gate issue. We kind of have a gate because of a liability issue. The cost of salvaging a vessel if it catches on fire, there's a bunch of hazardous materials, it trashes the dock, that's all on us. Docks & Harbors, because of massive costs and worry about liability, decided everybody's got to have insurance. A bunch of people came back and said we've got old boats and we can't get insurance so we came up with a way to let them in the gate. Over time we might want to solidify that gate and say no one comes to our harbor ever without a certain level of insurance that indemnifies us or at least financially protects the people of the Borough from having to spend up to \$400,000 in a really bad year of having to salvage some private individual or company's boat. The issue was we were kind of being nice. There is no reason we can't say no vessel will be at a CBJ facility without having shown a certain level of insurance, as we are informed by people who know insurance. He asked if Mr. Borg has seen insurance companies recover vessels?

Mr. Borg said absolutely, if we've got a sinker and we call a diver the first thing they ask is whether the owner of the vessel has insurance.

Mr. Ridgway said it's the Board's job to protect the Docks & Harbors enterprise even if that sets up our users for larger costs, potentially across the board.

Mr. Janes said he will pay insurance if he needs to. Transient vessels should be paying insurance. What about boats that can't get insurance? Do we kick them out of the harbor?

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Mr. Ridgway asked how many vessels that are currently paying us money every month *can't* get insurance?

Mr. Borg said the only numbers you're counting are the ones who are permanent stall holders. If you think about how many are transient, the numbers are big.

Mr. Simpson said a lot of those transient people, especially the nicer boats that are coming up here on their summer cruises, are going to be insured. Any boat that is financed is going to have mandatory insurance. It's not like all of these transient boats are out there with no insurance.

Mr. Seng suggested saying at some date certain in the future we will require insurance for every boat in Juneau harbors but it should be 3-4 years out so we can let people know to make their plans.

Mr. Blanchard asked if it would be appropriate to give staff the right to change the name of the fee in the short term just to take some heat off them while the rest of this decision is being made? Second, from his own experience in Washington, the only way you can make insurance required is if the whole state does it. The problem is one marina to another has a different policy, and we are crazy to think that we're going to interpret everything that's in that policy. We don't know if it is for summertime use of navigable waters only, we don't know if it has a ten mile limit, there's too much there. When the state does it then there is a standard that every insurer knows and they write the policy for that state's standard. We don't have that. This is the cost of doing business and we need to figure out a rate that covers it because we are going down a rabbit hole. We're spending a large amount of money right now just administering the fees that we have. As a patron of the port he has gone through those discussions with staff and he deeply appreciates those comments because there are a lot of better things we can do.

3. Washington State Marina & Vessel Insurance

Mr. Uchytel said in the past we've brought Rick Shattuck in and had him brief the Board on various insurance possibilities that are out there. The issues that staff are challenged with are the few irresponsible boat owners that use our harbors. The Lumberman is an example. How do we deal with that and how do we protect our interests in a manner that's fairly distributed throughout the harbor system? The Lumberman is a \$200,000 problem that somebody's got to pick up and who pays for that? The Alaska Association of Harbormasters and Port Administrators (AAHPA) supported and drafted legislation called SB92 Abandoned and Derelict Vessels. That bill went through the legislature, it's been approved by both houses, it sits on the Governor's desk for his signature. Everybody believes he's going to sign it at the appropriate time, as it's an election year. That bill was watered down from the initial ad-hoc group which AAHPA was involved with and a variety of organizations both federal and state. The original bill called for insurance and was modeled after the Washington State legislation. Once that got into the Alaska Senate there was no way that bill was going anywhere with any linkage to insurance. The bill is

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essentially going to require titling and registration of documented vessels, so it's a start. What Washington State was trying to do was cradle to grave accountability of vessels. Alaska needs to start going down that path. We're a long way away. This question about insurance for CBJ is one of appetite by the Board. How badly do we want to push insurance in this community knowing that vessels can move and we're going to scare vessels to Hoonah and Sitka by taking a very firm stance on requiring insurance. Washington State requires \$300,000 in marine insurance coverage encompassing general, legal, and pollution liability protection, and various harbors require more. Is this something the Board wants to tackle and at what pace? It's hard for a municipality to take up. We're willing to do that but it really should be the state. The SB92 passage is a good first step.

Committee Discussion/Public Comment

Mr. Blanchard said having lived through that with boats in Washington, he supports anything we can do to move that along on a state level. Back in the day when each port district was doing their own thing it was chaos and ineffectiveness everywhere. In the short term, don't we have an underway policy for vessels in the harbor, once a year they have to prove they can get underway?

Mr. Uchtyl said three times a year vessels are supposed to leave and come back.

Mr. Eiler said Mr. Borg has been actively working with his crew to turn that over. It has not always been enforced as it should have been in the past.

Mr. Uchtyl said in Washington State, he thinks if your vessel is over 40 years old and over 65 feet there is a requirement that if you sell it to somebody and that person abandons it, you're responsible as the seller of that vessel. There are some other things that Washington State may do with requiring posting of bonds for abandoned/derelict vessel purposes.

Mr. Blanchard said Mr. Uchtyl is correct on having to post a bond and that type of thing.

Mr. Ridgway said he would like to see some sort of analysis of what might happen to our patronage if insurance proved to be mandatory for a CBJ slip.

Mr. Etheridge said we did drive a lot of vessels out of our harbor last time we jacked the rates up. We lost a whole lot of our fishing vessels to Petersburg, Hoonah, and Sitka. That's what he thinks would happen if we start trying to require insurance, it's cheaper to go to Hoonah and fly back and forth than it is to pay for insurance on a lot of these boats.

Mr. Eiler said this is a complicated issue. This information is a great first start and hopefully Board comments have been instructive to staff on what we'd like to look at going forward. Bringing in Mr. Shattuck or someone else would be helpful.

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4. Update on Grant Applications

Mr. Uchytel said we submitted three BUILD grant applications. We believe Juneau Fisheries Terminal has the best opportunity for success. We also threw in the Juneau Marine Services Center, which is the boatyard, with the caveat that we're still exploring Norway Point and the Little Rock Dump, and the Auke Bay Non-motorized Coastal Transport Link. That's the elevated walkway from Statter Harbor to the Auke Bay Marine Station. We did get letters of support from Central Council Tlingit and Haida, Senator Murkowski, three resolutions from the Assembly, letters of support from Taku River Red, Alaska Glacier Seafoods, JEDC, and also one from the American Association of Port Authorities. The other application that we'll get out before August 1st is for the Aurora Phase III project. It's the ADOT harbor grant program. Because we haven't closed out the Aurora Harbor Phase II project he had to get a waiver from ADOT. We did get that waiver so as long as we can get the zinc annodes in and the project closed out by October 1st they'll except our application.

Committee Discussion/Public Comment

Mr. Eiler asked when we will know about the federal grants?

Mr. Uchytel said probably in three or four months, before Christmas.

5. Transportation Staging & Deckover Update

Mr. Gillette presented a quick history of the historic milestones of the Archipelago property. Archipelago purchased it from Sealaska in 1998. They marketed it for sale and the City bought some of it in 2011 to widen the sidewalk. The Docks & Harbors Board went to the Assembly and asked to buy the entire property in 2011 for this transportation staging need and a community building. We were turned down. Primarily the concern was the loss of private property on the tax rolls at that time. In August of 2013 we purchased two 25' easements which gave us a 50' swath through the property. Later that year we bought Lot 3. The Board discussed the need for a Marine Park to Taku Dock Urban Design Plan after we finished the cruise berths. As we were starting into that public process the Archipelago Properties LLC, which is the actual owner of the property, which is a subsidiary of Morris Communications, started discussing with us in July of 2017 about jointly developing it. The Board adopted the Urban Design Plan and recommended the Assembly appropriate funding for the plan development. In January we had a small modification at the Assembly's request. For the rest of 2017 and continuing today we've been working with Archipelago Properties to develop a concept. The Assembly has reviewed this back as early as December 2017. In January, the Committee of the Whole reviewed it and authorized funding a preliminary design and cost estimate which we have now basically completed and that's what we took back to the Assembly the other night. In March they awarded \$200,000 for us to actually do that work. We just reviewed all this at the July 11th Assembly meeting. He presented a map of the current property ownership. The future lot line has changed a little bit but generally it follows the

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green line in the middle. We went through some calculations based on a Horan Appraisal and the CBJ purchase would be about \$2.1 million. We've gone through some preliminary design with the \$200,000 that we spent. The upper part of that lot has two buildings on it down to about where that property line is. That would be the private side. Docks & Harbors would be building the transportation staging lot and a building of about 3,300 square feet which would be an open covered shelter area and restrooms to serve those visitors that are staged there while they're waiting for their bus to arrive for their tour or just a place to get out of the weather. This is just a concept, it probably won't look exactly like this but the idea is that the covered shelter would be open and you could walk through. We'd have doors that could close down for security or uses in inclement weather. The rest of the parcel is pretty much open space. We've had our landscape architect take a look at it so there will be some landscape in there. There was always a desire to have a future waterfront attraction in that big open space. A number of ideas have come forth. We want to make the area useable for people gathering and hanging out in the open space in a park type setting. Then we get to the budget which is of course important for the Assembly and the project. Design and permitting is about \$1.9 million, construction is \$17 million, contract administration and inspection is \$1.2 million and land acquisition is about \$2.1 million so we're at about a \$22.2 million project. What that would get us is the deckover and staging, the covered shelter and restrooms, and building that bulkhead wall. Our cost estimate today is still based on that Horan Appraisal. We're working on some ideas and some things that Archipelago wanted to include in the Purchase and Sales Agreement that could possibly adjust some of those numbers but we're still thinking we're going to be in that \$2.1 million general range. The budget director has identified where we might get the money from, the harbors fund balance, some CIP transfer money, some state revenues from passenger fees, and he came up with \$23.2 million which gives us a little buffer from what our budget was. We're still working through this and working with the Finance Director and the City Manager to get this in front of the Assembly. The next action by the Assembly will be July 23rd which would give the City Manager and Port Director the authority to negotiate this directly with the Archipelago Property because the code basically says if we didn't do that we'd have to put this out for public consumption. It makes sense in this case because they own half the property and we own half the property so it's more of a technicality than anything. Assuming that passes it would give us the authority to start negotiating the hard dollars. We think we're in a pretty good range. We've had a really good relationship with Archipelago throughout this process. Our transportation staging area grew quite a bit from when we first started which actually pushed them from a concept of three buildings to two buildings but they understood the highest priority we had was to accommodate those vans and buses so they willingly changed their design. He thinks we're going to get through this pretty well. We're going to the Assembly Finance Committee on August 8th with the Finance Director to explain to the Assembly how the financing would work. There is some question about whether or not we would have to include local funds because it could be used during the off season. It's speculative how much it would get used but it is some folks' idea that we should contribute some too. We're working through those details.

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Committee Discussion/Public Comment

Mr. Janes asked to see the slide with the land we are acquiring for \$2.1 million?

Mr. Gillette pointed out which parcels we're buying and which we're selling. He said the total that we're buying from Archipelago is \$3.16 million and then we're selling some so the difference is \$2.1 million.

Mr. Eiler asked where the retaining wall is?

Mr. Gillette said generally the retaining wall will follow the property line. As he mentioned, we went from a 24 foot vehicle to a 25 foot which increased the number of passengers we can handle by about 25% in this lot so we've really improved that. We've vetted this through with different tour operators and we think we've maximized the use of the property. We at one point had a full drop off lane, but we were concerned about people walking out and we didn't feel it was safe so we took that out and just have a loading zone here. We've got 12 spaces for vehicles and one drop off/loading zone. We'll have a guard rail so vehicles don't back into the building or pedestrians.

Mr. Ridgway asked now that we've forwarded on our recommendation to the Assembly, what role does the Docks & Harbors Board have in pursuing this project?

Mr. Gillette said the Purchase and Sales Agreement will come back to the Board for review once we've got a good draft. We got a draft from Archipelago, we've made comments and that's gone through two or three iterations. We've met with the Manager and the City Attorney on it. They're going to put it into a legal format and do their review of it, then that will come to the Board as a document to review. Once we get this authorization to negotiate then Mr. Uchytel and the City Manager will negotiate with Archipelago. Horan's doing another appraisal and there are some conditions that Archipelago wanted to put into the land agreement which may impact values. Then the Purchase and Sales Agreement would go along with an ordinance back to the Assembly so he presumes the Board would review the Purchase and Sales Agreement and the ordinance and make a recommendation to the Assembly.

Mr. Ridgway asked if there are cost of ownership numbers on the decking we are building to substitute for land? What is that going to cost us and where will those funds come from over time? Is there another place where Docks & Harbors has built open space because it was desired by folks versus pursuing our mission? Do we build parks?

Mr. Gillette said we did the Marine Park deckover, which is used for community events and things when the buses aren't there. Part of the reason it was paved in brick is so it would have more of a pedestrian feel to it. Marine Park was expanded a bit. The wedding cake area is a buffer between parking and the former Marine Park. That whole area was open and was filled in for bus staging. There was discussion back then of using it for an

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ice skating rink in the winter. Once they found out how much it would cost for a refrigeration unit that ended that discussion.

Mr. Ridgway said if we are building decking he imagines that's a maintenance item that we have some number for. Is that going to be concrete or wood decking?

Mr. Gillette said it would be concrete and wood. The concrete is primarily because we have to be able to capture the run off and treat it, we can't just let it drip through the boards because of parking. It makes more sense to build a building on concrete. For the wooden section, we wanted to continue the character of the wharf. Archipelago liked that idea as well. Concrete is also more expensive.

Mr. Uchytel said we are required to do 10% landscaping.

Mr. Gillette said in the Urban Design Plan the transportation staging, covered shelter, and open space were the three highest uses that were identified throughout the plan.

Mr. Ridgway said he sees a divergence between Docks & Harbors' mission and building a park that's also a long term maintenance item. People said what their preferences would be during the planning session, but that doesn't necessarily change the Docks & Harbors mission.

Mr. Gillette said we've always talked about some sort of waterfront attraction and this is where it would be built. We'd like to have that waterfront attraction, but right now we don't have anything to put in there.

Mr. Ridgway asked if that had been further discussed with the Morris Group folks as far as the stipulation that they would have the right to veto any further attractions. It's one thing to build a park, it's another thing to build it for future use, and it's another thing if the inland neighbor has veto authority on public land.

Mr. Gillette said that would be addressed in the Purchase and Sales Agreement and it's one thing that could impact the value of this property. There are ongoing discussions of potential uses and buildings on the site as well as ongoing discussions of the value of that property and what those covenants are that could be incorporated into the sales agreement.

Mr. Eiler asked when the Board might see a draft Purchase and Sales Agreement come back from the Law Department?

Mr. Gillette said it will probably be mid to late August.

X. Staff & Member Reports

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Mr. Borg asked if the full Board wants to meet next week or not? The Lands Committee and Auke Bay Steering Committee Liason selections still need to be made. Mr. Uchytıl's evaluation is also coming up.

Mr. Eiler asked if the Regular Board meeting is currently noticed?

Mr. Simpson said yes it is on the CBJ meeting calendar but it is not hard to cancel if there is not a good reason to have a meeting.

Mr. Eiler asked if the Board needs to appoint a Port Director Review Committee?

Mr. Simpson said there has been one but he doesn't recall if it's a standing committee. Usually the Chair would appoint committee members for that, but that doesn't need to happen at a meeting.

Mr. Janes said things are heating up a little bit for the Auke Bay Steering Committee and he has been the liason. Because he knows what's happening out there and there won't necessarily be a meeting next week he will volunteer himself to continue with that liason position right now. He is in touch with the Cannery Cove Condo Association Board of Directors, they've got some issues going on as well as the Steering Committee so he will jump right into that heated discussion.

Mr. Eiler said the motions made earlier in the meeting were provisional, but without objection Mr. Janes may continue to do that. He said he himself has been sitting in as the liason to the Assembly Lands Committee. He is happy to continue that or if anyone else has interest he is happy to pass the baton. Without objection, he instructed staff to cancel next week's Board meeting. He asked if there were any more staff or member reports?

Mr. Borg said everything is going really well. The fishing season seems to be slow, the drama is down to a minimum at Statter Harbor. We did have one sinker last week. The crew got on real quick and saved the boat from sinking. We got it hauled out and everything was taken care of. Our crew's been doing a fantastic job. For the Lumberman, he has no news other than what was put in the paper last weekend. The state (ADNR) has hung paper on the Lumberman to start that impound process. ADEC is also very engaged, so hopefully this thing gets some traction.

Mr. Simpson asked about the person that fell off the downtown dock recently?

Mr. Borg said it happened early in the morning, around 2:30am. Alcohol seemed to be a factor. An individual fell off the dock, into the water, and hit his head on the way down. We are not exactly sure how the injury occurred but we are trying to pull some tape on that. Several other people went in after him which is not always the best thing to do. CCFR showed up and rescued the individual with the assistance of the Coast Guard. We didn't have anybody on staff at the time. That makes five that have fallen in over the last nine months. Four were accidental and one bachelorette party girl decided to jump in. We

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have had two confirmed deaths from that as well. We are looking at what our opportunities are to improve that. With the exception of the party girl they have all happened in the north end of the dock, just because that's where at-risk folks are hanging out. We also had an assault there last week which we did get video of. A woman pushed a man and he fell over the rail. Luckily he fell on one of the boards and caught himself. It turned into a good fight and our camera system caught it all.

Mr. Ridgway said we've got the proposed design for the railing. He asked if Mr. Borg thinks that will slow this down considerably? Should we prioritize that even more?

Mr. Borg said it's definitely something we're talking about at the staff level. It's obviously something we need to do.

Mr. Eiler asked how the Fourth of July went on the dock?

Mr. Borg said outstanding. We had pretty much a full crew on until about half an hour after everything closed down. We only had about 20 people on the CT dock so we probably don't need to open that next year. The majority of people were on the AS dock, it's closer to where the fireworks were. It went really well.

XI. Committee Administrative Matters

1. Next Operations/Planning Committee Meeting- **Wednesday, August 22nd, 2018.**

XII. Adjournment- The meeting was adjourned at 7:11pm.

**LEASE FOR USE OF CBJ
PROPERTY AT AUKE BAY BOATYARD**

PART I. PARTIES. This lease agreement is between the City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska with its principle place of business at 155 S. Seward Street, Juneau, Alaska, 99801 (“CBJ”), and Harri Commercial Marine a division of Harri Plumbing & Heating, Inc., an Alaska corporation with its principle place of business at 809 W. 12th St, Juneau, Alaska, 99801 (“Lessee”).

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

CBJ:

City and Borough of Juneau
Attn: Port Director
155 S. Seward Street
Juneau, AK 99801
Phone: (907) 586-0294
Fax: (907) 586-0295
Email: Carl.Uchytel@juneau.org

Lessee:

Harri Plumbing & Heating Inc.
Attn: Jeffrey J. Duvernay
809 W. 12th St
Juneau, AK 99801
Phone: 907-586-3190
Fax : 907-586-4129
email: jeff@harriplumbing.com

PART III. AGREEMENT DESCRIPTION. The following appendices are attached hereto and are considered to be part of this agreement as well as anything incorporated by reference or attached to those appendices.

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

If in conflict, the order of precedence shall be: this document, Appendix A, B, and then C.

CBJ:

Date: _____

By: _____
Carl Uchytel
CBJ Port Director

CBJ ACKNOWLEDGMENT

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

This is to certify that on the ____ day of _____, 2016, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **Carl Uchtyl**, to me known to be the **Port Director of the City and Borough of Juneau**, Alaska, a municipal corporation which executed the above foregoing instrument, who on oath stated that he was duly authorized to execute said instrument on behalf of said corporation; who acknowledged to that that he signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

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

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

Risk Management Review: _____, Risk Manager

Approved as to Form: _____, Law Department

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

1. DESCRIPTION OF PROPERTY

The property subject to this agreement is generally referred to as “the Premise” or “the Property.” The Premise is known as the Auke Bay Boatyard located near 13600 Glacier Highway (PIN 4B3101000035) and is more specifically described as follows:

- (A) A 0.83 acre portion of A.T.S. No. 1685 whose lease boundaries are demarcated by a row of Jersey barriers, a chain link fence and gate, the edge of asphalt pavement, and the inside edge of landscaping feature, as shown in **Exhibit A** attached hereto and incorporated in this lease.
- (B) The equipment and physical improvements listed on **Exhibit B** attached hereto and incorporated in this lease.

2. AUTHORITY. This lease is authorized pursuant CBJ Code Section 85.02.060(a)(5), CBJ Chapter 53.20; and CBJ Ordinance No. **2018-xx**. **The Planning Commission recommended approval CSP 2014-0025, consistent with CBJ 53.09.260 at its meeting on February 10th, 2015.** At its meeting on **August 30th, 2018** the Docks and Harbors Board recommended approval of this lease.

3. TERM. The parties agree that it was their intent to enter into this lease arrangement for the **10 year** period starting April 10, 2018. Accordingly, the parties agree and intend that this lease shall be interpreted as having the effective date be retroactive to April 10, 2018. The parties agree and consent to being bound by the terms of this agreement as if it had been entered into as of April 10, 2018.

The term of the lease is five years and shall remain in effect until April 9, 2023, unless sooner terminated.

The CBJ grants the Lessee an option to renew this lease for one additional five-year term, with a maximum total term of 10 years. Lessee shall exercise this option by written notice given to the CBJ at least 90 days prior to expiration of the underlying lease term.

4. LEASE PAYMENTS

- a) Lessee shall pay the CBJ an annual lease payment for the Leased Premises. The annual payment for the initial five-year period shall be \$ **36,000 (thirty-six thousand dollars)** plus any required tax.
- b) Lessee shall pay CBJ without demand, deduction or offset the monthly rental in advance or on the first (1st) day of each month during the Agreement. Payments for any partial month at the beginning or end of the Agreement term shall be prorated.

- c) If applicable and beginning with the first year after the initial five-year period of the term, Docks and Harbors staff will re-evaluate and adjust the annual lease payment for the Leased Premises for the next year of this lease, pursuant to Appendix B, Section 3(b) of this lease, CBJ 53.20.190(2), CBJ 85.02.060(a)(5), and the Docks and Harbors lease administration regulations, 05 CBJAC Chapter 50. The new annual lease payment amount shall be paid retroactively to the beginning of that lease payment adjustment period. Lessee shall pay all appraisal costs associated with re-evaluating and making adjustments to the annual lease payment.
- d) CBJ's acceptance of less than the full amount of any payment due from Lessee shall not be deemed an accord and satisfaction or compromise of such payment unless CBJ specifically consents in writing to payment of such lesser sum as an accord and satisfaction or compromise of the amount which CBJ claims.

5. AUTHORIZED USE OF PREMISES. Lessee agrees to use the Leased Premises for operation of a boatyard service, repair, and storage facility, and marine haul-out, consistent with the Operations Plan submitted by Lessee to the CBJ as part of its proposal for this lease dated February 18th, 2018. Lessee shall be responsible for obtaining all necessary permits and approvals for Lessee's development of the Leased Premises. Lessee is required to obtain approval of its construction plans from the City Docks and Harbors Board prior to the start of any construction.

Lessee agrees to return the Premises to its original pre-permitted condition. No other improvements or changes to improvements may be made on the permitted area unless first approved by the Port Director.

6. TAXES. Lessee is hereby on notice that this agreement may make all or a portion of the Premises taxable. Lessee shall pay all taxes, assessments, liens and license fees levied, assessed or imposed by any authority having the direct or indirect power to tax or assess any such liens, by reason of Lessee's use of the Premises.

7. UTILITIES AND SERVICES. If the Lessee wants utilities or services provided to the Premises, the Lessee shall furnish and pay, at Lessee's sole expense, the desired utilities and services (including but not limited to power, water, waste water, trash, janitorial, telephone, internet, and cable).

8. INSURANCE. The Lessee has provided certification of proper insurance coverage, including certificate(s) of insurance and amendatory endorsements or copies of the applicable policy language affecting coverage required in this agreement, to the City and Borough of Juneau, attached as Attachment . Failure of CBJ to demand such certificate or other evidence of full compliance with these insurance requirements or failure of CBJ to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of the Lessee to maintain the insurance required by this contract.

Lessee agrees, at its own expense, to maintain insurance as follows at all times while this contract is in effect, including during any periods of renewal. The Lessee's insurance shall be primary and any insurance maintained by the CBJ shall be non-contributory. Any deductibles and self-insured retentions must be declared to and approved by the CBJ. The CBJ may require the Lessee to provide proof of ability to pay losses and related investigations, claim administration, and defend expenses within the retention.

Commercial General Liability Insurance. The Lessee must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against the Lessee. This amount must be at least \$1,000,000 per **occurrence**, and \$2,000,000 aggregate. **This insurance policy is to contain, or be endorsed to contain, additional insured status for the CBJ, its officers, officials, employees, and volunteers.** If Additional insured status is provided in the form of an endorsement to the Lessee's insurance, the endorsement shall be at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Workers Compensation Insurance. If required by Alaska Statute (*see* Alaska Statute 23.30), the Lessee must maintain Workers Compensation Insurance to protect the Lessee from any claims or damages for any bodily or personal injury or death which may arise from services performed under this contract. This requirement applies to the Lessee's firm, the Lessee's subLessees and assignees, and anyone directly or indirectly employed to perform work under this contract. The Lessee must notify the City as well as the State Division of Workers Compensation immediately when changes in the Lessee's business operation affect the Lessee's insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of \$100,000 per injury and illness, and \$500,000 policy limits. Lessee also agrees to provide evidence of Longshore and Harbor Worker's Insurance and Jones Act coverage if applicable to the work required. **If the Lessee is exempt from Alaska Statutory Requirements, the Lessee must provide written confirmation of this status in order for the CBJ to waive this requirement. The Lessee grants a waiver of any right to subrogation against the CBJ by virtue of the payment of any loss under such insurance.** This provision applies regardless of whether or not the CBJ has received a waiver of subrogation endorsement from the insurer.

Comprehensive Automobile Liability Insurance. The coverage shall include all owned, hired, and non-owned vehicles \$1,000,000 combined single limit coverage.

Property Insurance. Lessee acknowledges that CBJ carries no fire or other casualty insurance on the Premises or improvements located thereon belonging to Lessee, and that it is the Lessee's obligation to obtain adequate insurance for protection of Lessee's buildings, fixtures, or other improvements, or personal property located on the Premises, and adequate insurance to cover debris removal.

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

1. RESPONSIBILITY TO PROPERLY LOCATE ON LEASED PREMISES. As required by CBJ 53.20.160, it shall be the responsibility of Lessee to properly locate Lessee's improvements on the Lease Premises and failure to so locate shall render Lessee's liable as provided by law.

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

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

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

(b) **Adjustment of Rental.** Lessee agrees to a review and adjustment of the annual rental payment by the Port Director not less often than every fifth year of the lease term beginning with the rental due after completion of each review period. Any changes or adjustments shall be based primarily upon the values of comparable land in the same or similar areas; such evaluations shall also include all improvements, placed upon or made to the land, to which the CBJ has right or title, excluding landfill placed upon the land by Lessee, except that the value of any improvements credited against rentals shall be included in the value.

(i) **Delays in setting rents.** Delays in setting or adjusting lease rents due to the appraisal process shall not change the effective date of the lease rent change. In the case of renewals, the new rent shall apply retroactively to the date the lease expired. In the case of rent adjustments during a lease, the new rent shall apply retroactively to the date of rent adjustment as set out in the lease.

(ii) **Adjustment Dispute Resolution.** Should the Lessee disagree with the lease rent adjustment proposed by the Port Director, the Lessee shall pay for an appraisal and have the appraisal undertaken in accordance with the requirements set out in 05 CBJAC 50.050. In the event the Docks and Harbors Board disagrees with an appraisal, and the Board cannot reach an agreement with the lessee on the lease rent adjustment, the Board shall pay for an additional appraisal and have the appraisal undertaken in accordance with the requirements set out in 05 CBJAC 50.050. The Board shall establish the lease rent adjustment based on this

additional appraisal. In the event the Lessee disagrees with the lease rent adjustment, the lessee may appeal to the Assembly. The decision of the Assembly shall be final.

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

(d) **Assignment.** Lessee may assign its rights and obligations under this lease; provided that the proposed assignment shall be approved by CBJ prior to any assignment. The assignee shall be subject to all of the provisions of the lease. All terms, conditions, and covenants of the underlying lease that may be made applicable to the assignment are hereby incorporated into the assignment.

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

(f) **Cancellation and Forfeiture.**

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

(ii) CBJ may cancel the lease if it is used for any unlawful purpose.

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

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

(g) **Notice or Demand.** Any notice or demand, which under terms of a lease or under any statute must be given or made by the parties thereto, shall be in writing, and be given or made by registered or certified mail, addressed to the other party at the address of record. However, either party may designate in writing such new or other address to which the notice or demand shall thereafter be so given, made or mailed. A notice given hereunder shall be deemed

delivered when deposited in a United States general or branch post office enclosed in a registered or certified mail prepaid wrapper or envelope addressed as hereinbefore provided.

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

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

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

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

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

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

(n) **Renewal Preference.** Any renewal preference granted to Lessee is a privilege, and is neither a right nor bargained for consideration. The lease renewal procedure and renewal

preference shall be that provided by ordinance in effect on the date the application for renewal is received by the designated official.

(o) Removal or Reversion of Improvement upon Termination of Lease.

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

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

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

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

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

(r) Condition of Premises. Lessee shall keep the premises of the lease in neat, clean, sanitary and safe condition and shall take all reasonable precautions to prevent, and take all necessary action to suppress destruction or uncontrolled grass, brush or other fire on the leased lands. Lessee shall not undertake any activity that causes or increases a sloughing off or loss of surface materials of the leased land.

(s) Inspection. Lessee shall allow an authorized representative of CBJ to enter the lease land for inspection at any reasonable time.

(t) Use of Material. Lessee of the surface rights shall not sell or remove for use elsewhere any timber, stone, gravel, peat moss, topsoils, or any other materials valuable for

building or commercial purposes; provided, however, that material required for the development of the leasehold may be used, if its use is first approved by the CBJ.

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

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

(w) **Lease Rental Credit.** When authorized in writing by CBJ prior to the commencement of any work, Lessee may be granted credit against current or future rent; provided the work accomplished on or off the leased area results in increased valuation of the leased or other CBJ 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 CBJ and shall not be removed by Lessee upon termination of the lease.

(x) **Maintenance of Equipment.** Lessee shall maintain all CBJ provided equipment noted in Exhibit B in sound working order. Lessee shall maintain the Sea-Lift Model 45 in accordance with KMI Sea-Lift/ Krause Manufacturing recommended annual maintenance plan. Lessee shall annually on July 1st provide CBJ with maintenance records of services provided.

(y) **Stormwater Pollution Prevention Plan (SWPPP).** Lessee shall maintain the SWPPP on premise as required. Annually, on July 1st, lessee shall provide CBJ with a current SWPPP with modifications noted per Part 8.4 of the 2015 MSGP (Multi-Sector General Permit).

APPENDIX C: STANDARD PROVISIONS

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

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

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

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

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

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

(7) **Non-Discrimination Laws.** Consistent with CBJ 41.05 and Title 18 of the Alaska Statutes, Chapter 80, Article 4 (Discriminatory Practices Prohibited), Lessee agrees not to discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, familial status, gender expression, or national origin, in connection with or related to the performance of this Agreement. In the event of Lessee's failure to comply any of the above non-discrimination covenants, CBJ shall have the right to terminate the lease.

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

(9) **Hold Harmless.** Lessee agrees to defend, indemnify, and save CBJ, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to the use and occupancy of the Leased Premises by Lessee. This agreement to defend, indemnify, and hold harmless is without limitation as to the amount of fees, costs, expense, or damages resulting from settlement, judgment or verdict, and includes the award of any costs and attorney's fees even if in excess of Alaska Civil Rules 79 or 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this lease. The obligations of Lessee arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify Lessee in a timely manner of the need for indemnification, but such notice is not a condition precedent to Lessee's obligations and may be waived where the Lessee has actual notice.

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

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

Exhibit B - Equipment Inventory 8/2/2018

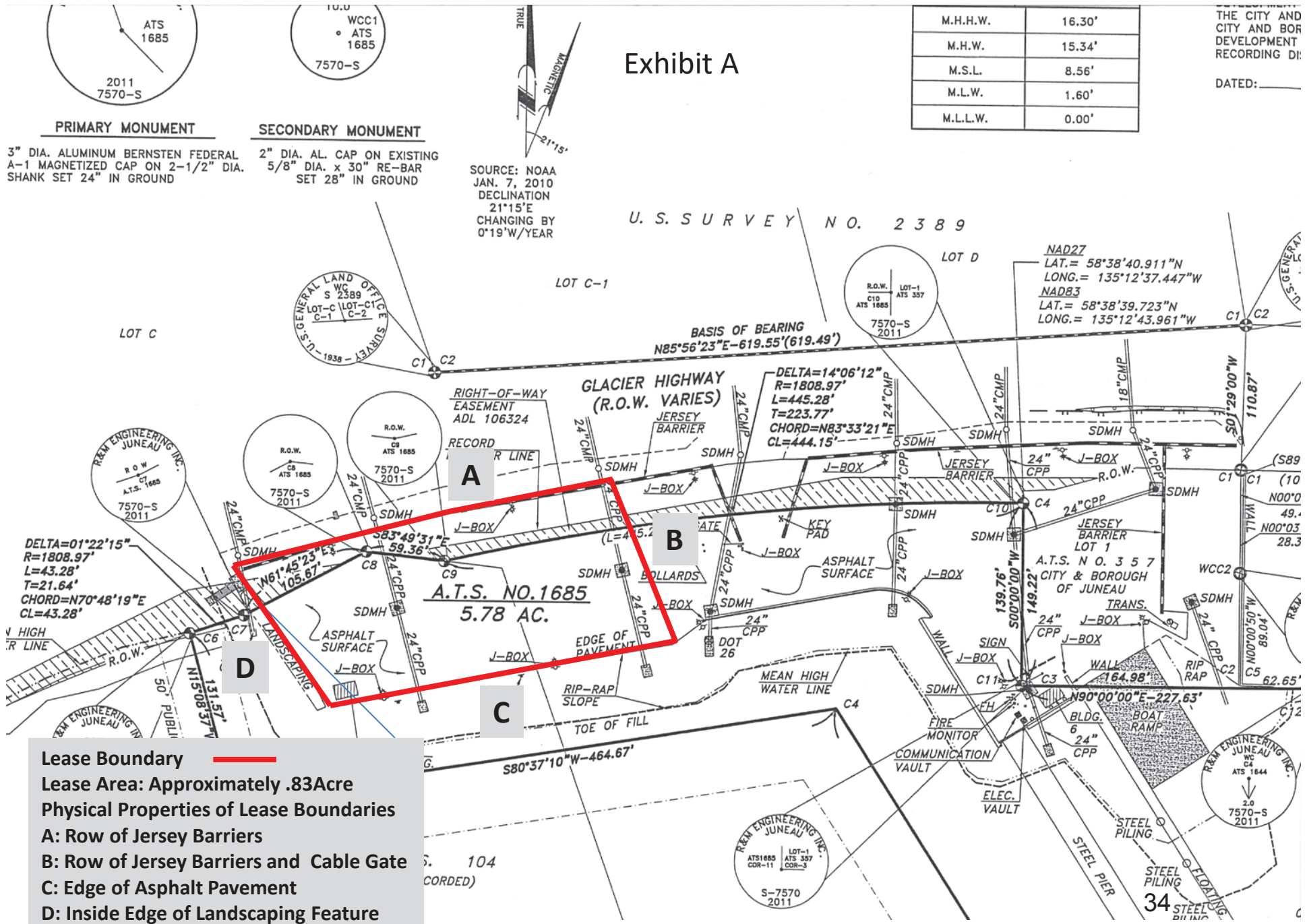
1. Sealift Boat Lift Model 45
2. Wash-down containment Pad system with Filtration trailer
3. 125 Portable Boat Supports

Exhibit A

M.H.H.W.	16.30'
M.H.W.	15.34'
M.S.L.	8.56'
M.L.W.	1.60'
M.L.L.W.	0.00'

THE CITY AND
CITY AND BOR
DEVELOPMENT
RECORDING DI:

DATED: _____



Operations Plan

We intend to operate this facility as a primary business rather than as a satellite of our downtown boatyard as we have done previously. While we conduct business as a single company and share operational resources between all of our operations, this boatyard will be run by a fulltime manager. We intend to operate the facility on a full time basis from March through October, and adjust the hours as required in response to the fluctuating demand for services in the winter. We will make every effort to remain open on a full time basis year round.

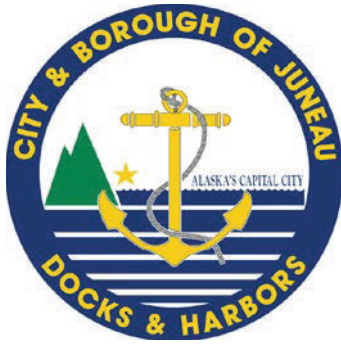
We intend to offer a full array of services at this location and will allow outside contractors to perform work on the premises provided they meet CBJ insurance coverage requirements and adhere to our boatyard best management practices. We plan to operate this facility year round with two full time positions and fill in as necessary from our downtown operation.

Services to be provided by Harri Commercial Marine:

- Hauling and pressure washing of boats
- Hull cleaning, prep and paint
- Zinc replacement
- Welding and fabrication
- Shafting and propeller repair and replacement
- Fiberglass hull repair
- Retail sales (ships store)

Services to be provided by qualified outside contractors

- Electrical systems installation and repair
- Hydraulic systems installation and repair
- Diesel and gasoline engine service and repair
- Outboard motors and out-drive service and repair
- Shipwright repair of wooden vessels



Port of Juneau

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

From: Port Director
To: Docks & Harbor Board
Thru: Dock & Harbors Operations-Planning Committee
Date: August 16th, 2018
Re: Donation: 65 Foot Gangway

1. At the July 18th Operations-Planning Committee meeting, Rotarian Kim Kiefer presented a request for donation of the 65 foot ADA ramp which was previously used along the downtown Seawalk. After improvements (completed in January) to the Seawalk which reduced the deck slope, this gangway is no longer necessary to comply with American Disability Act requirements. The four Juneau Rotary Clubs and Rotaract are in the process to improve a trail in the Lemon Creek area and the 65 foot ramp could be used to span one of three creeks.
2. The Operations-Planning Committee provided direction to Docks & Harbors staff to work towards transferring the gangway for the project. A new gangway is estimated to be valued at \$40K-\$50K. The existing 15-year old gangway is in excellent shape as it was never exposed directly to saltwater and may have a resale value of \$15K-\$20K. Pursuant to CBJ Code 53.50.210, the gangway may be transferred to a charitable organization if the city manager determines that it is in the best interests of the public and the estimated value of the property does not exceed \$50,000.
3. After the July 18th meeting, CBJ Parks & Recreation and Trail Mix approached Docks & Harbors indicating their involvement in the Lemon Creek project, as well. Conversations with CBJ Law have indicated that the simplest process to move forward with the gangway donation is an inter-department transfer to CBJ Parks & Recreation.
4. I recommend transfer the 65 foot gangway, which is currently excess to the needs of Docks & Harbors, to CBJ Parks & Recreation.

#

Nowell Avenue Development, LLC

PO Box 20870
Juneau, AK 99802

Phone 907/586-2444
Fax 907/463-3810
trucano@alaskan.com

City & Borough of Juneau
Docks & Harbors Dept.
155 So. Seward Street
Juneau, AK 99801

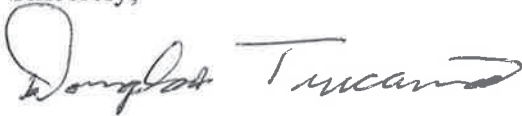
Re: Tideland Lease Rental ATS123 Lot 2

To Whom it May Concern:

We are writing to let you know that we no longer wish to have the tideland lease for ATS123 Lot 2. With the current power lines in place we will not be able to utilize the tideland. Therefore are returning back to the City of Juneau.

If you have any questions, please let us know.

Sincerely,

A handwritten signature in dark ink, appearing to read "Douglas Trucano". The signature is fluid and cursive, with the first name "Douglas" written in a larger, more prominent script than the last name "Trucano".

Douglas Trucano,

cc

A
L
A
S
K
A

2013-001173-0

Recording Dist: 101 - Juneau

2/11/2013 1:54 PM Pages: 1 of 13



Recorder return to: City and Borough of Juneau
Attn: Carl Uchtyl, P.E., Port Director
155 S. Seward Street
Juneau, AK 99801

**LEASE AGREEMENT FOR
LOT 2, ALASKA TIDELANDS SURVEY 123**

PART 1. PARTIES. This lease is between the City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska, hereafter "CBJ" or "City," and Nowell Ave Development, a sole proprietorship wholly owned by Doug Trucano, organized under the laws of the State of Alaska, hereafter "Lessee."

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

CBJ:

Lessee:

Attn: Carl Uchtyl, P.E.	Attn: Doug Trucano
Port Director	Partner
City and Borough of Juneau	Nowell Ave. Development
155 S. Seward Street	P.O. Box 020870
Juneau, AK 99801	Juneau, AK 99802
Phone: (907) 586-0292	Phone: (907) 586-2444
Fax: (907) 586-0295	Fax: (907) 463-3810

PART III. LEASE DESCRIPTION. This lease agreement is identified as: Lease Agreement for Lot 2, Alaska Tidelands Survey 123. The following appendices are attached hereto and are considered to be part of this lease agreement as well as anything incorporated by reference or attached to those appendices.

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

If in conflict, the order of precedence shall be: this document, Appendix A, B, and then C.

Lease Agreement for Lot 2, ATS 123 – 2012.

Page 1 of 13

PART IV. PRIOR LEASE SUPERSEDED. This lease agreement supersedes and replaces any lease agreement for Lot 2, Alaska Tidelands Survey 123, entered into between the State of Alaska and a predecessor lessee on July 16, 1963, and any amendments to, or assignments of, that lease agreement.

PART V. LEASE EXECUTION. CBJ and Lessee agree and sign below. This contract is not effective until signed by the City.

CBJ:

Lessee:

Date: 2/7/2013

Date: 2/7/13

By:

Carl Uchytel
Carl Uchytel, Port Director

By:

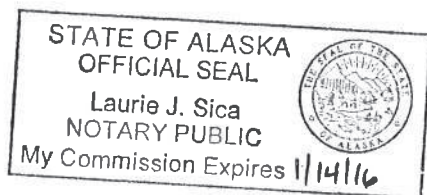
Doug Trucano
Doug Trucano, Partner
Nowell Ave. Development

CBJ ACKNOWLEDGMENT

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

This is to certify that on the 7th day of February, 2013, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Carl Uchytel, to me known to be the Port Director of the City and Borough of Juneau, Alaska, a municipal corporation which executed the above foregoing instrument, who on oath stated that he was duly authorized to execute said instrument on behalf of said corporation; who acknowledged to that that he signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

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



Laurie J. Sica
Notary Public in and for the State of Alaska
My Commission Expires: 1/14/16



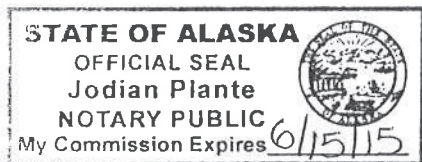
LESSEE ACKNOWLEDGMENT

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

This is to certify that on the 7th day of February, 201~~2~~³, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Doug Trucano, to me known to be the identical individual described in and who executed the foregoing instrument for and on behalf of Doug Trucano, as Lessee, which executed the above and foregoing instrument; who on oath stated that he was duly authorized to execute said instrument; who acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

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

Jodian Plante
Notary Public in and for the State of Alaska
My Commission Expires: 6/15/15



Risk Management Review: Tom Allen 12/20/12, Risk Manager

Approved as to Form: [Signature] 12/20/12, Law Department



APPENDIX A:

PROPERTY DESCRIPTION & ADDITIONAL LEASE PROVISIONS

1. DESCRIPTION OF PROPERTY

The property subject to this lease is generally referred to as “the Leased Premises” or “the Property.” The Leased Premises are described as follows:

Lot 3, Alaska Tidelands Survey 18, Juneau Recording District, First Judicial District, State of Alaska, containing 0.461 acres, more or less.

The Leased Premises are depicted on Exhibit A to CBJ Ordinance No. 2012-30. A copy of Ordinance No. 2012-30, with its Exhibit A, is attached to and made a part of this lease by this reference.

2. AUTHORITY

This lease is entered into pursuant to the authority of CBJ Code Section 85.02.060(a)(5) and CBJ Chapter 53.20; and CBJ Ordinance No. 2012-30 adopted by the Assembly on August 13, 2012 and effective on September 13, 2012.

3. TERM AND RENEWAL OPTION

The effective date of this lease shall be the date this lease agreement is signed by the CBJ. The term of the lease is 35 years, commencing on August 1, 2012, unless sooner terminated. CBJ grants Lessee an option to renew this lease for one, successive period of 35 years. Lessee shall exercise this option, if at all, by written notice given to CBJ during the first six months of the last year of the underlying lease term.

4. LEASE PAYMENTS AND ADJUSTMENTS

(a) Lessee shall pay CBJ an annual lease payment for the Lease Premises. Except as provided in this section, the annual lease payments shall be made by Lessee to CBJ at the start of each year of the term. The CBJ acknowledges receipt of the first payment. The next payment is due on or before August 1, 2013.

(b) The annual lease payment for the first five-year period of the lease term, running from August 1, 2012 through August 1, 2017, shall be \$2,271.65 per year, plus sales tax.

(c) Beginning with the first year after the initial five-year period of the term, the Port Director will re-evaluate and adjust the annual lease payment for the Leased Premises for the next five-year period of this lease, and then every five years thereafter, pursuant to Appendix B, Section 3(b) of this lease, CBJ 53.20.190(2), CBJ 85.02.060(a)(5), and the Docks and Harbors



lease administration regulations, 05 CBJAC Chapter 50. The new annual lease payment amount shall be paid retroactively to the beginning of that lease payment adjustment period.

(d) Lessee shall pay all appraisal costs associated with re-evaluating and making adjustments to the annual lease payment.

5. AUTHORIZED USE OF PREMISES

Lessee is authorized to use the Lease Premises for marine-related industrial use in conjunction with the adjacent lot, owned by Lessee, and related uses and operations. Lessee shall be responsible for obtaining all necessary permits and approvals for Lessee's development of the Leased Premises. Said development shall be initiated once it is economically feasible to do so, given the restrictions on the lot previously identified. Lessee is required to obtain approval of its development plans from the CBJ Docks and Harbors Board prior to any further development of the Leased Premises or improvements.

6. INSURANCE

Lessee shall provide a certification of proper insurance coverage to the City and Borough of Juneau. It is the Lessee's sole responsibility to determine the appropriate jurisdiction and that under no circumstances will CBJ be responsible for the employer not providing the proper insurance. All insurance shall require that the insurance company give prior written notice consistent with the terms of the policy, to the CBJ's Risk Management Officer prior to any cancellation, non-renewal, or reduction in the amount of coverage. The Lessee's insurance shall be primary and any insurance maintained by the CBJ shall be non-contributory. If the Lessee maintains higher limits than shown below, the CBJ shall be entitled to coverage for the higher limits maintained by the Lessee.

Commercial General Liability Insurance. Lessee shall maintain in full force and effect, at its own expense, at all times during this lease, commercial general liability insurance in the amounts of \$1,000,000 per occurrence and \$2,000,000 general aggregate. The insurance policy shall name CBJ as an "Additional Insured" and shall require that the insurance company give prior written notice consistent with the terms of the policy, to the CBJ's Risk Management Officer prior to any cancellation, non-renewal, or reduction in the amount of coverage. If the Lessee maintains higher limits than shown below, the CBJ shall be entitled to coverage for the higher limits maintained by the Lessee. The policy shall be endorsed to waive all rights of subrogation against the CBJ by reason of any payment made for claims under the coverage. Lessee will provide evidence of this insurance to CBJ in a form acceptable to the CBJ Office of Risk Management.

Property Insurance. Lessee acknowledges that CBJ carries no fire or other casualty insurance on the Lease Premises or improvements located thereon belonging to Lessee, and that it is the Lessee's obligation to obtain adequate insurance for protection of Lessee's buildings, fixtures, or other improvements, or personal property located on the Leased Premises, and adequate insurance to cover debris removal.



Upon development of the lot, as authorized in paragraph 5 above, the following insurance shall also be required under the same general conditions outlined above:

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

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

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



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

1. RESPONSIBILITY TO PROPERLY LOCATE ON LEASED PREMISES.

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

2. APPROVAL OF OTHER AUTHORITIES.

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

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

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

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

(b) **Adjustment of Rental.** Lessee agrees to a review and adjustment of the annual rental payment by the Port Director not less often than every fifth year of the lease term beginning with the rental due after completion of each review period. Any changes or adjustments shall be based primarily upon the values of comparable land in the same or similar areas; such evaluations shall also include all improvements, placed upon or made to the land, to which the CBJ has right or title, excluding landfill placed upon the land by Lessee, except that the value of any improvements credited against rentals shall be included in the value.

(i) **Adjustment Dispute Resolution.** Should the Lessee disagree with the lease rent adjustment proposed by the Port Director, the Lessee shall pay for an appraisal and have the appraisal undertaken in accordance with the requirements set out in 05 CBJAC 50.050. In the event the Docks and Harbors Board disagrees with an appraisal, and the Board can not reach an agreement with the lessee on the lease rent adjustment, the Board shall pay for an additional appraisal and have the appraisal undertaken in accordance with the requirements set out in 05 CBJAC 50.050. The Board shall establish the lease rent adjustment based on this additional appraisal. In the event the Lessee disagrees with the lease rent adjustment, the lessee may appeal to the Assembly. The decision of the Assembly shall be final.



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

(d) **Assignment.** Lessee may assign its rights and obligations under this lease; provided, that the proposed assignment shall be approved by CBJ prior to any assignment. The assignee shall be subject to all of the provisions of the lease. All terms, conditions, and covenants of the underlying lease that may be made applicable to the assignment are hereby incorporated into the assignment.

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

(f) **Cancellation and Forfeiture.**

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

(ii) CBJ may cancel the lease if it is used for any unlawful purpose.

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

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

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

(h) **Rights of Mortgage or Lienholder.** In the event of cancellation or forfeiture of a lease for cause, the holder of a properly recorded mortgage, conditional assignment or collateral Lease Agreement for Lot 2, ATS 123 – 2012

Page 8 of 13



8 of 13

2013-001173-0

assignment will have the option to acquire the lease for the unexpired term thereof, subject to the same terms and conditions as in the original lease.

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

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

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

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

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

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

(o) **Removal or Reversion of Improvement upon Termination of Lease.** Improvements owned by Lessee shall within sixty calendar days after the termination of the lease be removed by Lessee; provided, such removal will not cause injury or damage to the lands or improvements demised; and further provided, that CBJ may extend the time for removing such



improvements in cases where hardship is proven. Improvements owned by Lessee may, with the consent of CBJ, be sold to the succeeding Lessee. All periods of time granted Lessee to remove improvements are subject to Lessee's paying the CBJ pro rata lease rentals for the period.

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

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

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

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

(r) **Condition of Premises.** Lessee shall keep the premises of the lease in neat, clean, sanitary and safe condition and shall take all reasonable precautions to prevent, and take all necessary action to suppress destruction or uncontrolled grass, brush or other fire on the leased lands. Lessee shall not undertake any activity that causes or increases a sloughing off or loss of surface materials of the leased land.

(s) **Inspection.** Lessee shall allow an authorized representative of CBJ to enter the lease land for inspection at any reasonable time.

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

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



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

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



APPENDIX C: STANDARD PROVISIONS

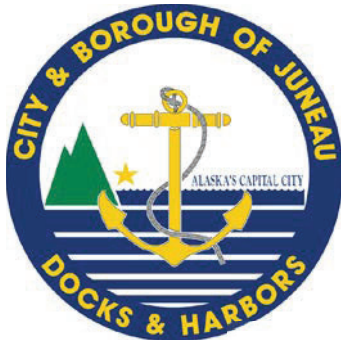
- (1) **Holding Over.** If Lessee holds over beyond the expiration of the term of this lease and the term has not been extended or renewed in writing, such holding over will be a tenancy from month-to-month only.
- (2) **Interest on Late Payments.** Should any installment of rent or other charges provided for under the terms of this lease not be paid when due, the same shall bear interest at the rate established by ordinance for late payments or at the rate of 12 percent per annum, if no rate has been set by ordinance.
- (3) **Taxes, Assessments, and Liens.** During the term of this lease, Lessee shall pay, in addition to the rents, all taxes, assessments, rates, charges, and utility bills for the Leased Premises and Lessee shall promptly pay or otherwise cause to be discharged, any claim resulting or likely to result in a lien, against the Leased Premises or the improvements placed thereon.
- (4) **Easements.** Lessee shall place no building or structure over any portion of the Leased Premises where the same has been set aside or reserved for easements.
- (5) **Encumbrance of Parcel.** Lessee shall not encumber or cloud City's title to the Leased Premises or enter into any lease, easement, or other obligation of City's title without the prior written consent of the City; and any such act or omission, without the prior written consent of City, shall be void against City and may be considered a breach of this lease.
- (6) **Valid Existing Rights.** This lease is entered into and made subject to all existing rights, including easements, rights-of-way, reservations, or other interests in land in existence, on the date of execution of this lease.
- (7) **State Discrimination Laws.** Lessee agrees, in using and operating the Leased Premises, to comply with applicable sections of Alaska law prohibiting discrimination, particularly Title 18 of the Alaska Statutes, Chapter 80, Article 4 (Discriminatory Practices Prohibited). In the event of Lessee's failure to comply any of the above non-discrimination covenants, City shall have the right to terminate the lease.
- (8) **Unsafe Use.** Lessee shall not do anything in or upon the Leased Premises, nor bring or keep anything therein, which will unreasonably increase or tend to increase the risk of fire or cause a safety hazard to persons or obstruct or interfere with the rights of any other tenant(s) or in any way injure or annoy them or which violates or causes violation of any applicable health, fire, environmental or other regulation by any level of government.
- (9) **Hold Harmless.** Lessee agrees to defend, indemnify, and save CBJ, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of the use and occupancy of the Leased Premises by Lessee. This agreement to defend, indemnify, and hold harmless is without limitation as to the amount of fees, and without limitation as to any damages resulting from settlement, judgment or verdict, and includes the award of any attorneys
- Lease Agreement for Lot 2, ATS 123 – 2012



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

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

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



Port of Juneau

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

From: Carl J. Uchytel
Port Director

To: Docks & Harbor Board

Date: August 1st, 2018

Re: BOAT SHELTER – FOR SALE

1. In accordance with 05 CBJAC 40.020, Mr. William Edgar and Ms. Linda Lane has provided notice of their intentions to sell Boat Shelter (AF-026) in Aurora Harbor. Docks & Harbors has the first right of refusal to purchase this structure at fair market value.
2. The applicable “Boat shelter sales” regulation states:

05 CBJAC 40.020(f) - Boat shelter sales. Reserved moorage status within a boat shelter may transfer between the seller and buyer of a boat shelter. In order to transfer the reserved moorage status within a boat shelter, the owner of a boat shelter shall inform the Port Director of the owner's desire to sell a shelter before offering the shelter for sale to the general public. The Docks and Harbors Board has the first right of refusal to purchase the shelter at fair market value. If the Board does not exercise its first right of refusal within 30 days after notice, the owner may offer the shelter for sale to the general public. If the owner sells the shelter without informing the Port Director and allowing the Docks and Harbors Board its first right of refusal, the reserved moorage within the shelter will not transfer to the buyer. This subsection does not allow an inappropriately sized vessel to be assigned reserved moorage space within a boat shelter.

3. Per previous guidance provided by the Docks & Harbors Board, I have informed Mr. Edgar and Ms. Lane that we are waiving Docks & Harbors’ right of first refusal and that they are free to sell Boat Shelter AF-026 on the open market.

#

Copy: William Edgar/Linda Lane

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

Strategic Project List (2018-2019)

- Auke Bay Area
 - Statter Harbor
 - Phase III
 - Permit & construction & design IIIB/IIIC
 - 15% Match (In-Kind w/property)
 - Winterize Pump-out
 - ABMS
 - Wave Attenuator
 - 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

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~~



Port of Juneau

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

July 5th, 2018

Mike Wood
Department Fish & Game
Division of Sport Fish
Ketchikan Area Office
2030 Sea Level Drive, Suite 205
Ketchikan, Alaska 99901-6073

Dear Mike,

Thank you for assisting the City & Borough of Juneau - Docks & Harbors in developing solutions to improve the sport fishermen's experience at Amalga Harbor. Docks & Harbors is working under ADF&G Cooperative Agreement Number 15-049 (Amalga Harbor Fish Cleaning Float) and completed the attached report dated December 16th, 2015.

One reason for delay in taking action was to allow Docks & Harbors to evaluate what impact that the new Statter Harbor (Auke Bay) launch ramp would have on the needs at Amalga Harbor. Our observation, after a full season of use, is that Amalga Harbor remains a highly desirable facility and merits safety and/or navigational improvements provided in the report.

In May, the Docks & Harbors Board conducted strategic planning meetings establishing the priorities for the department. With the strong support of my Staff, the Board agreed to move forward with efforts to improve the user experience at Amalga Harbor by reducing conflicts with fish cleaning activity at the end of the float. Docks & Harbors is aware of the ADF&G – Division of Sport Fish stated position of supporting alternative 4c of the attached report, which extends the existing float with a 12' x 75' fish cleaning float at end, angled to center of the basin.

However, there are Docks & Harbors individuals (Board Members & Staff) who believe the most appropriate solution is to relocate the fish cleaning station to a remote 20' x 28' float outside Amalga Harbor. Docks & Harbors has also recently experienced permitting challenges hampering construction projects with pile installation and for dredging, which would make a seasonal, anchored remote float attraction and less costly.

As Docks & Harbors moves forward considering all design options, **we seek clarification from ADF&G to whether a remote fish cleaning float is a feasible option** or whether we should narrow our efforts to improvements only at the end of the existing float?

Again, thank you for support of Docks & Harbors' efforts to improve the sport fishermen's experience throughout the City & Borough of Juneau.

Sincerely,

A handwritten signature in cursive script that reads "Carl J. Uchytel".

Carl Uchytel, PE
Port Director

Encl: Amalga Harbor Fish Cleaning Float Report dated December 16th, 2015



THE STATE
of **ALASKA**
GOVERNOR Bill Walker

**Department of
Fish and Game**

DIVISION OF SPORT FISH
Ketchikan Area Office

2030 Sea Level Drive, Suite 205
Ketchikan, Alaska 99901-6073
Management: 907.225.2859
Fax: 907.225.0497

July 19, 2018

Carl Uchytel
Port and Harbor Department
155 South Seward Street
Juneau, AK 99801

Dear Carl:

Thank you for your July 5th 2018 correspondence regarding the status of the feasibility study for improving the Amalga Boat Ramp facility. In this correspondence you requested clarification from the Alaska Department of Fish and Game - Division of Sport Fish (ADF&G - DSF) whether or not we would support the idea of a remote fish cleaning facility.

In short, the answer is No, ADF&G - DSF cannot support a remote facility or any other kind of facility that will diminish the department's ability to sample fish harvested in the Juneau marine sport fisheries.

ADF&G - DSF is currently operating the Marine Creel Harvest Study where technicians interview returning sport anglers at various Juneau harbors and take biological samples from the fish harvested, which need to be intact for sampling purposes. The Amalga Harbor facility is a large contributor to the success of this program. In fact, the Amalga boat ramp produced approximately 45% of all the bottom fish and 20% of all the salmon samples collected at Juneau harbors during the last 5 years. ADF&G - DSF relies heavily on this program for management of the marine sport fisheries and therefore, cannot support losing our ability to sample these fish.

ADF&G - DSF still supports the land-based improvements listed in the feasibility study and would entertain any other improvements as long as it improves recreational boater access and does not impede the department's ability to manage the Juneau sport fisheries.

Thanks for all your help on this matter and please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Mike Wood".

Mike Wood
Southeast Access Project Manager



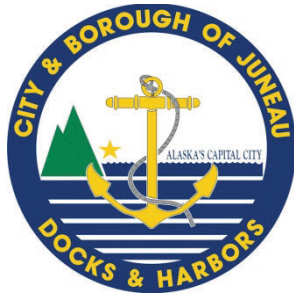
AMALGA HARBOR FISH CLEANING FLOAT FEASIBILITY STUDY

-DRAFT-



ACKNOWLEDGEMENTS

AMALGA HARBOR FISH CLEANING FLOAT COOPERATIVE AGREEMENT NUMBER 15-049



FUNDED IN PART BY ALASKA DEPARTMENT OF FISH AND GAME

PREPARED BY DOCKS AND HARBORS STAFF

DECEMBER 16, 2015

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EXECUTIVE SUMMARY

This feasibility study examines options to improve the users experience at Amalga Harbor by reducing conflicts with fish cleaning activity at the end of the float. Three nearby remote sites were examined for a remote cleaning float to remove the activity from the immediate float area. Numerous options were examined:

- Do Nothing
- Provide Remote Site
- Add Floats to Existing Boarding Float
- Remove Fish Cleaning Table

Three options are presented to extend the existing float and one option adds a second ramp and float. An upland cleaning station option is discussed along with removal of the cleaning table on the float or just do nothing and wait for new Auke Bay Launch facility to come on line and perhaps reevaluate later. All options presented could include widening the entrance channel to increase the basin size by rock excavation or this could be as standalone project.

All the remote sites create new problems for harbor staff and creel census takers for the two agencies involved and would likely require a new Environmental Assessment, Submerged Land Use Permits from the Department of Natural Resources and new Corps of Engineers Permit. The upland cleaning alternative is the most complex and expensive far exceeding the complexity of the problem to be addressed requiring similar permits to the remote sites. Adding another launch ramp would require land and development of approximately 50 parking spaces and does not appear to be needed or desired by the public or harbor management.

Extending the float by adopting Alternative 4c does appear to be the best option. Improving the existing facility by constructing a 12'x75' float at the end of the existing float, moving the cleaning activity to the end of the new float with not less than two tables significantly addresses the problem. By more than doubling the available length of boarding float available at low tide will significantly enhance the cleaning station availability, improve access to the ramp without significant impact to the environment. An amended or new Corps of Engineers Navigation permit will be required. The proposed float is over submerged tidelands currently under management of CBJ, Docks and Harbors.

Construction estimates for all waterborne alternatives are found in APPENDIX F, it is anticipated that without unusual permitting costs, the existing project agreement for this feasibility study, permits and design is sufficient to provide a bid package for the described project.

INTRODUCTION TO THE PROJECT

The City and Borough of Juneau owns and operates the Amalga Harbor Launch Ramp facility constructed with local match funds and Alaska Department of Fish and Game, Division of Sport Fish, Sport Fish Access funds. The facility is a high use area and users have identified a conflict at the facility between fish cleaning and launch/retrieve activities. To address this issue, an agreement was executed November 21, 2014 between the Alaska Department of Fish and Game, Division of Sport Fish and the City and Borough of Juneau. The goal of the agreement was:

“To determine the most appropriate and feasible floating fish cleaning station that would service boaters at Amalga Harbor, and construct the station, if feasible. Traffic flow and boat/vehicle congestion in the area of the load and lunch ramps may also be reviewed to determine if there are any other feasible solutions that may help. This agreement covers the feasibility study, preliminary design and permitting, if applicable (Phase I) of the Amalga Harbor Fish Cleaning Float project. This agreement will be amended to add funds in order to complete Phase II, construction if a feasible solution is vetted through the Phase I process.”

DESCRIPTION OF SITE

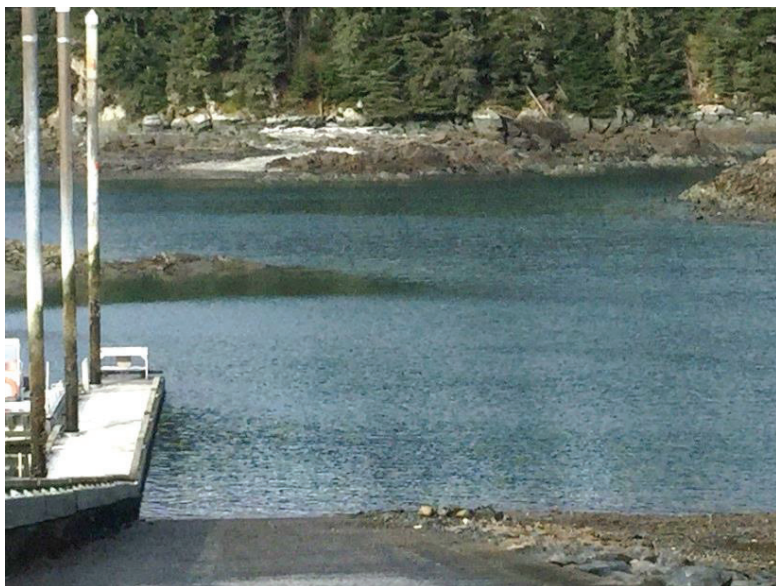


FIGURE 1

Adjacent to the Earnest Gruening State Park is the Amalga Harbor Launch Ramp, a popular and heavily used facility to access the waters of north end of Stephens Passage, south end of Lynn Canal and Icy Strait. Use is primarily seasonal, spring through late fall, but winter use occurs for hunting, crabbing and fishing. Chinook and Silver Salmon, Halibut and Dungeness crab are the preferred species readily caught in season. ADF&G conduct creel census activity at the float and at times take samples from landed salmon species. Amalga Harbor Road, connecting the facility to Glacier Highway, was recently reconstructed with new bridges, paving and improved drainage. Upon arrival at the facility there is room for a smooth flow to the lower parking lot and into the two ramp approach lanes. Traffic flows is quite smooth through the facility and the 107 car/trailer and 43 car spaces appear adequate but as predicted in the 2003 Environmental Assessment for the existing layout there is still some overflow on the approach road on Salmon Derby days and a few days when the weather is so magnificent demand is high.

The most common size boats using the facility are under 19' with 40% between 19 and 24 feet¹ and few larger. An adjacent kayak ramp is available for manual launching kayak, canoe and inflatables.

The facility, located at the end of Amalga Harbor Road, consists of several acres of parking with a double lane concrete launch ramp divided by an on grade boarding float. The end of ramp water depth is at approximately -4' MLLW (Mean Lower Low Water) and -7' MLLW at the end float. The entire basin is dredged to -7' MLLW. The extreme tide range is approximately 25' with a mean tide

range of approximately 13.7'. Electricity is available and provides area lighting in the ramp area and upland parking. A step down transformer is located at the intersection Amalga Harbor Drive and the driveway to the State Park. There is no developed water source on site and sewer service is a permanent stall vault with scheduled pumping service. The 268' long boarding float lies between two lanes of concrete surfaced ramp beginning at the edge of the staging area and extending out into the basin past the end of the ramp lanes. There is one fish cleaning table at the end of the float. There is no water service available on the float. At times the end of the float gathers fish waste and requires cleaning.

Fish waste is disposed directly into the water where it eventually is consumed or decayed into the water column and bottom sediment. Crab shells take considerably longer to break down and are visible at low tide year

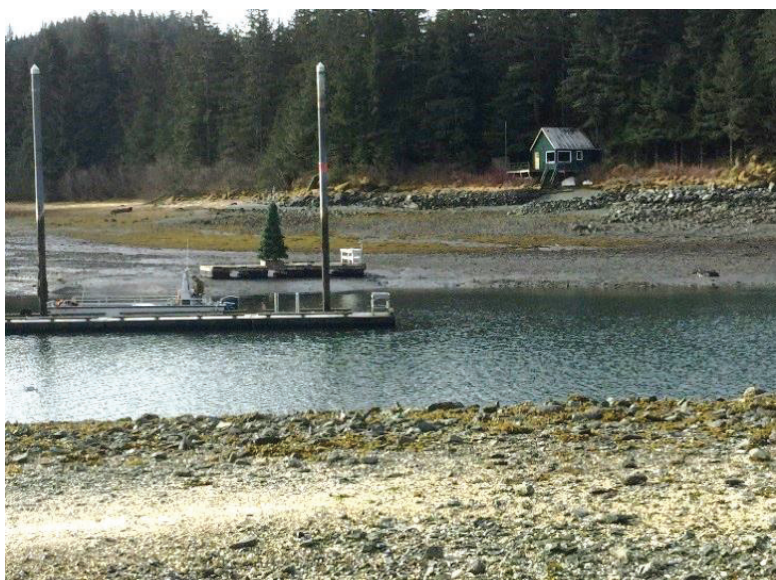


FIGURE 2

¹ CBJ Launch Ramp User Survey and Demand Forecast, November 2010

around. Biodegradation of flesh is rapid. Occasionally a fish carcass will appear on the ramp but critters, from birds to enzymes consume entrails and there is little visible evidence of accumulation over time. Also, a few naturally returning chum salmon will accumulate, spawn, die and decay in the basin.



FIGURE 3 - PRIVATE FLOAT

The approach into the basin and float is from the north behind Kishbrock Island and an unnamed islet on the east. The islet is isolated on most high tides but a short isthmus bares at approximately +11' tide connecting it to mainland. Low tide reveal within the sheltered basin exposes considerable tide flats and rock outcroppings around the perimeter that significantly reduce the effective basin area. After entering from the north, a ninety degree left turn leads to the small basin containing the float. Protruding more than halfway into the basin and baring at low tide is a peninsular reef defining the entrance on the port shore on entering and the approach to the float that favors the starboard shore at the ramp end. The inner basin is small relative to the amount of use but most days is adequate. Seasonally sunny days when the ramp is heavily used ramp activity is limited to about 120' (from two sides) of boarding float length with depth at tides below 0.0 MLLW.

There is a private permitted float south of the public float which goes dry at lower tides. There are private parcels with cabins and residences shore side in Amalga Harbor. In addition, Huffman Harbor, immediately adjacent to Amalga Harbor is lined with shore side residences and mooring buoys. Eagle Harbor, a larger bight just north of Amalga Harbor fronted by the State Park offers less natural protection than Amalga and is seasonally occupied by fish rearing pens and frequented seasonally by gillnetters, seiners and packers working or waiting for openings.



FIGURE 4 - ISTHMUS REVEALED AT TIDE LEVEL BELOW 11' MLLW

The islands and rock outcrops surrounding Amalga Harbor offer considerable protection inside the basin proper at lower tides. Exposure to the SE and Westerly direction is blocked, however from the NW, when the tide rises and the isthmus is submerged, a significant gap exposes the float to incident waves. Wind driven wave conditions in Lynn Canal are notorious. The conditions immediately outside the entrance can be extreme in strong northerly gales. Using a sustained wind speed of 65 knots from 336 degree (true) in Lynn Canal with consideration of the reduced exposure from the Eagle Beach delta, the site will likely experience waves of 5-6' at the entrance and the gap to the north at high tide. Summer winds tend to be considerably less intense, but sustained winds of 20 knots would be reasonable threshold for boating activity for small craft using the cleaning facility. Waves inside the basin are negligible except for winds from the NW at high tide, but the lee side of the float makes boarding conditions acceptable in these conditions.

PROBLEM STATEMENT

Amalga Harbor is a busy and congested launch facility. The navigational approach to the float is narrow with a right angle turn and a protruding reef defining the channel into the small basin. The physical constraints imposed by the small basin, reef protrusion, and the fish cleaning activity at the end of the float creates congestion that hinders launch and retrieving activity. This is exacerbated at lower tides as the perceived available maneuvering basin decreases significantly and the floating length of the boarding float is reduced for load/unloading of trailered vessels.

The objectives of this project are to mitigate the impact of fish cleaning on launch and retrieval activity by increasing the available space on the boarding float for launch and retrieve activity, or separating the activity if possible by providing for increased fish cleaning capacity at a location with acceptable wave climate, standby maneuvering area and unobstructed water depths.

LOCATION STUDY SITES AND FINDINGS

For this location study a 16'x28' fish cleaning float was determined to be the optimal functional size, but public comments recommended float size be increased to 20'x28' minimum with some preference for even larger. The increased length of one side to 20' can better accommodate the majority of the under 19' users. Consideration for extending the existing float was incorporated from public comments.

Turning diameter for small boats is approximately one and one half to three boat lengths. The 100' radius around the float is shown on sketches to indicate scale on otherwise hard to discern scale on aerial photos in addition to maneuvering room around the float required to be void of underwater obstructions. This footprint provides sufficient space for clear navigation around the float assuming one maneuvering to leave plus one circling outboard for an approach. Amenities provided can be as simple as tables and user provided buckets for water to a more sophisticated off grid solar/battery powered electric pump wash down capability. Depending on depth of water, bottom conditions and exposure specific design elements are not directly addressed beyond limited discussion. Schematics will show piling as the preferred securing method, but site conditions may dictate anchoring.

Extending the existing boarding float and relocating the fish cleaning activity to the end was not immediately considered as informal scoping discussions suggested looking at remote sites as better suited to meeting the project objectives. However, after serious comments from the funding agency, land use issues and possibly environmental assessments required at a more remote location, the extended float alternative was added to the study for further consideration. Though approach maneuvering area is limited and already visibly congested at times as returning craft enter the basin and wait for space to clear on either side of the boarding float, further consideration in later drafts is given to extending the float with the cleaning activity at the end float. The extend float option is discussed as Site 4 and includes four alternatives.

Though the funding agreement provides for feasibility of a floating cleaning station, a shore side station and do nothing alternatives are also discussed. Also, though access, traffic flow and parking could be included in the scope, no significant issues were identified in the public meeting or by harbor management. Other than on a few extremely high use days the parking overflows to the approach road. There are about 105 car/trailer and 47 cars spaces which is in line with standard design criteria for a two lane launch ramp.



FIGURE 5 - REMOTE SITES OUTSIDE BASIN

Each remote study location was examined for wind wave conditions, water depths with bottom profile, and other parameters. Winter or extreme wind/wave conditions are 65 knot winds (one minute sustained) from the Northwest and Southeast for each location. Summer operating limits for the fish cleaning activity is 20 knot winds from Northwest, Southeast and Southwest directions. The 20 knot threshold is examined as a reasonable upper limit on conditions where small skiffs might still be operating. It must be noted that the wind/wave estimations are reasonable for comparison purposes for each site but waves in and around obstructions through refraction and diffraction create their own unique characteristics that are far beyond the scope of this analysis.

LOCATION STUDY SITE 1

- a) Relocated fish cleaning activity to a remote 20'x28' float within the protected basin behind Kishbrock Island and near the connecting entrance to Huffman Harbor.
- b) Removes cleaning activity from float effectively expanding holding capacity for launch/retrieve-load/unload activity.
- c) Remote location may negatively impact creel count activity at ramp.
- d) Waste disposal into deeper water, relatively open water way improves dispersal of entrails and carcasses.
- e) Secured with anchors or piling bottom depth approx. -12' MLLW.
- f) Location most secure and safe for activity and winter survival. Summer wind/wave conditions would be good at less than 6" and winter 1-2'.
- g) Bottom is muddy sand overburden of unknown depth and generally flat across the site, rock shoreline is steep.
- h) Likely the cost for construction and annual maintenance.
- i) DNR Submerged Land Use Permit required.
- j) Corps of Engineers Navigation Permit required.

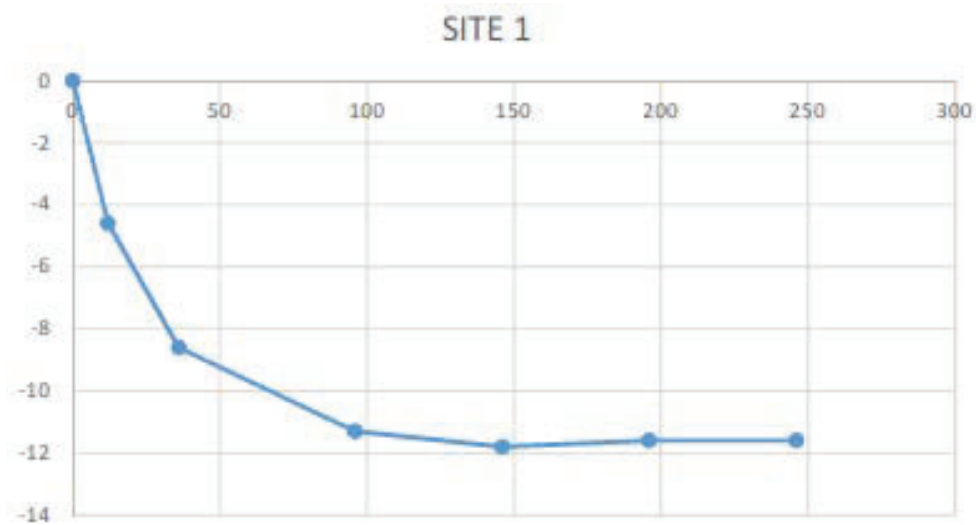


FIGURE 6 - BOTTOM PROFILE SITE 1

LOCATION STUDY SITE 2

- a) Relocate fish cleaning to a remote 20'x28' float within Eagle Harbor on the East shoreline.
- b) Effectively removes congestion from fish cleaning activity and dedicates 100% of boarding float for intended purpose.
- c) Remote location may negatively impact creel count activity at ramp.
- d) Remove biomass waste overload from shallow water minimal dispersion to deeper water, higher circulation broader dispersal of entrails and carcasses and reduced bottom biological load directly under float.
- e) Float would have to be designed for endurance for Northwest exposure over the winter, and exposed in summer Northwest and Southwest winds offering less than ideal conditions for small skiffs.
- f) Exposure is predominantly NW with summer wind/wave conditions of 1.5-3' and winter waves of 5-9'.
- g) Frequent summer southwest winds would create waves of 0.7 to 1.3'. Exposure would limit safe use by smaller skiffs.
- h) DNR Submerged Land Use Permit required.
- i) Corps of Engineers Navigation Permit required.

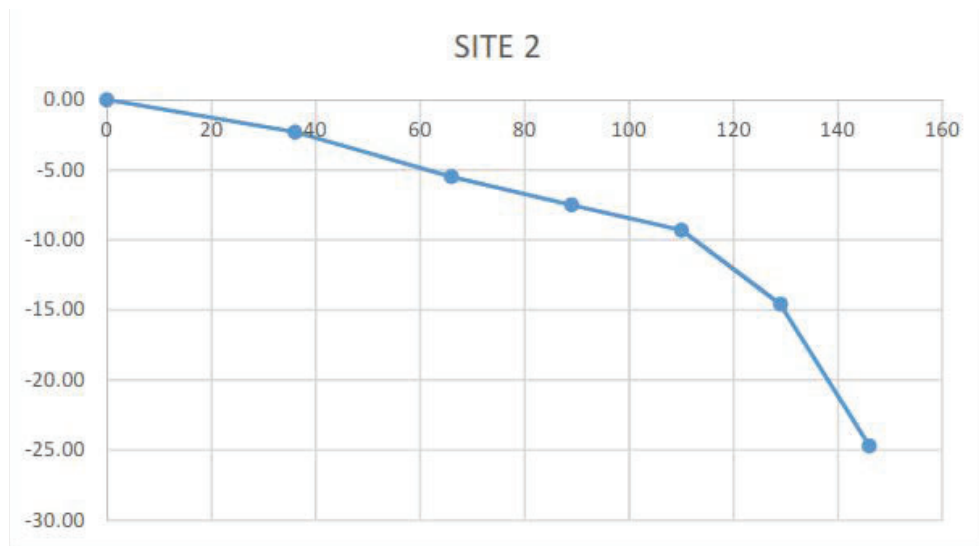


FIGURE 7 - BOTTOM PROFILE SITE 2

LOCATION STUDY SITE 3 from 0.0' MLLW

- a) Relocate fish cleaning to a remote 20'x28' float within Eagle Harbor in the small bight on the northeast shore.
- b) Float would have to be designed for endurance for exposure over the winter, but would also be more exposed in summer winds and less than ideal conditions for small skiffs.
- c) Remote location may negatively impact creel count activity at ramp.
- d) Effectively removes congestion from fish cleaning activity and dedicates 100% of boarding float for intended purpose.
- e) Remove biomass waste overload from shallow water minimal dispersion to deeper water, higher circulation broader dispersal of entrails and carcasses and reduced bottom biological load directly under float.
- f) Location is exposed to Southwest and Westerly directions but more protected from Northerlies. Summer wind wave conditions of 2-4' and winter considerably more.
- g) More exposed to Summer SW winds at 20 knots would experience waves of 1.3 to 2.1'.
- h) Bottom drops fast at depths below -6'. Shallow waters has a layer sand/gravels with underlying rock at unknown depth, but steep slopes at depth suggest rock slopes making piling difficult to hold in place while driving.
- i) Higher cost for construction and more annual maintenance than Study Location 1.
- j) DNR Submerged Land Use Permit required.
- k) Corps of Engineers Navigation Permit required.

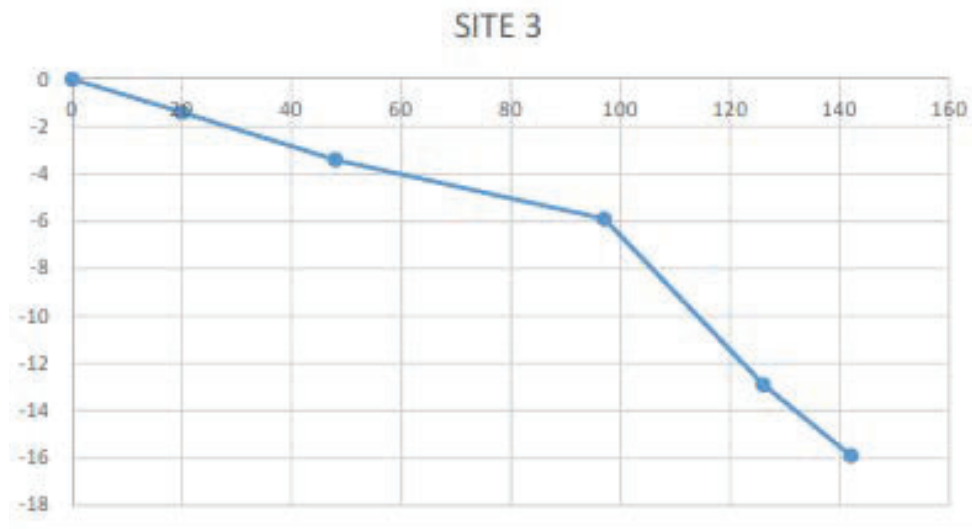


FIGURE 8 - BOTTOM PROFILE SITE 3 BELOW 0.0' MLLW

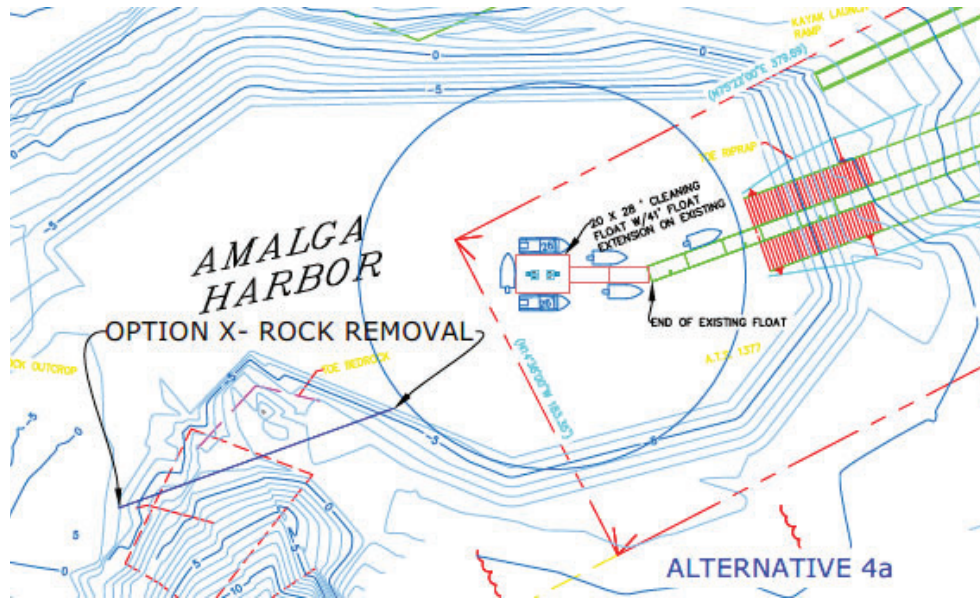


FIGURE 9 – ALTERNATIVE 4a

Extend existing float by two 20.5' sectional floats with 20'x28' fish cleaning float at end, angled to center the cleaning 120' additional boarding moorage at end of existing float.

- a) Basin limits encroach within the desired 100' radius clear zone.
- b) Wind and wave conditions same as existing.
- c) Connected float will not hinder active creel census activity.
- d) Angling the float will improve the clearance to the south shore line at lower tides and balance access between the two sides.
- e) Same water depth for dispersion of waste as existing but further from ramp.
- f) Within existing CBJ management area.
- g) Consistent environmental conditions with existing permitted facility.
- h) Corps of Engineers Navigation and 404 Permit required.

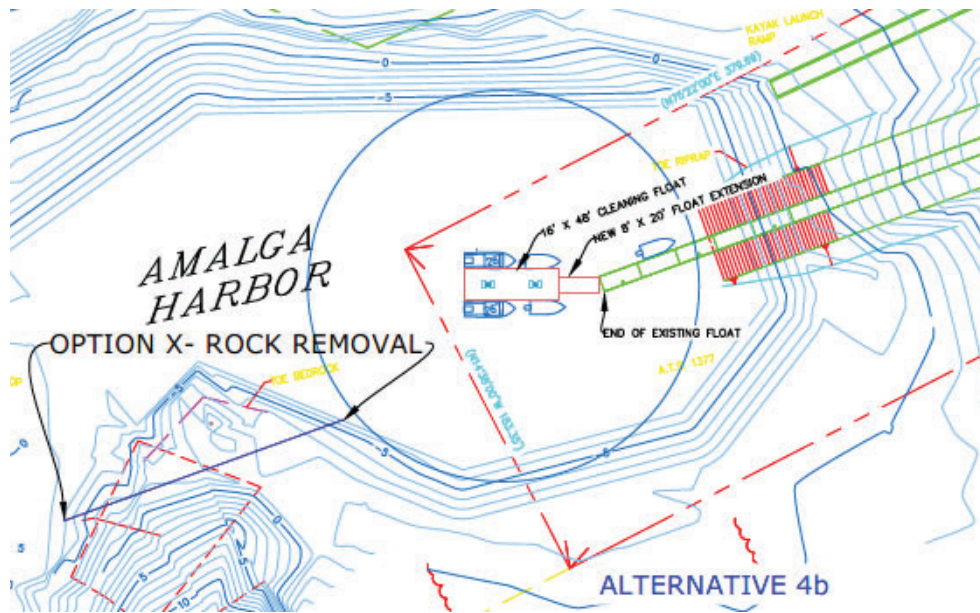


FIGURE 10 – ALTERNATIVE 4b

- a) Extend existing float by one 20.5' sectional float with 16'x48' fish cleaning float at end, angled to center the cleaning float in basin.
- b) Relocating cleaning from existing float provides 80' of boarding moorage at end of existing float.
- c) The basin width is less than the desired 100' clear zone around the float.
- d) Good sheltering from wind and wave conditions.
- e) Creel census activity unaffected with connected float.
- f) Angling the float will improve the clearance to the south shore line at lower tides and perhaps balance the ease of access to both sides.
- g) Rock excavation at entrance would improve access.
- h) Same water depth for dispersion of waste as existing, but further from ramp.
- i) Within CBJ management area.
- j) Minimal impact to environmental conditions with existing permitted facility.
- k) Corps of Engineers Navigation Permit required.

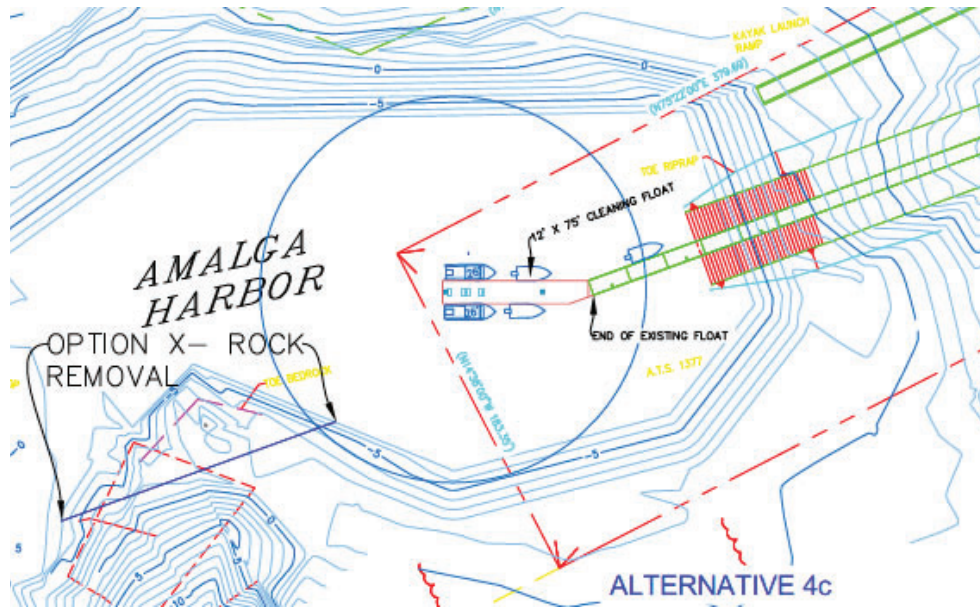


FIGURE 11

- a) Provides Extend existing float with a 12'x75' fish cleaning float at end, angled to center the cleaning float in basin.
- b) 40' of boarding moorage included on new float extension.
- c) The basin width is less than the optimum lapping into the desired 100' clear zone around the float.
- d) Wind and wave conditions at this site are similar to current condition.
- e) Connected float will maintain routine creel census activity.
- f) Angling the float will improve the clearance to the south shore line at lower tides and balance a preferred float side bias to the south.
- g) Same water depth for dispersal of waste as existing, but further from ramp.
- h) Within CBJ management area.
- i) Minimal impact to environmental conditions within existing permitted activity.
- j) Corps of Engineers Navigation Permit required.

ALTERNATIVE 4d

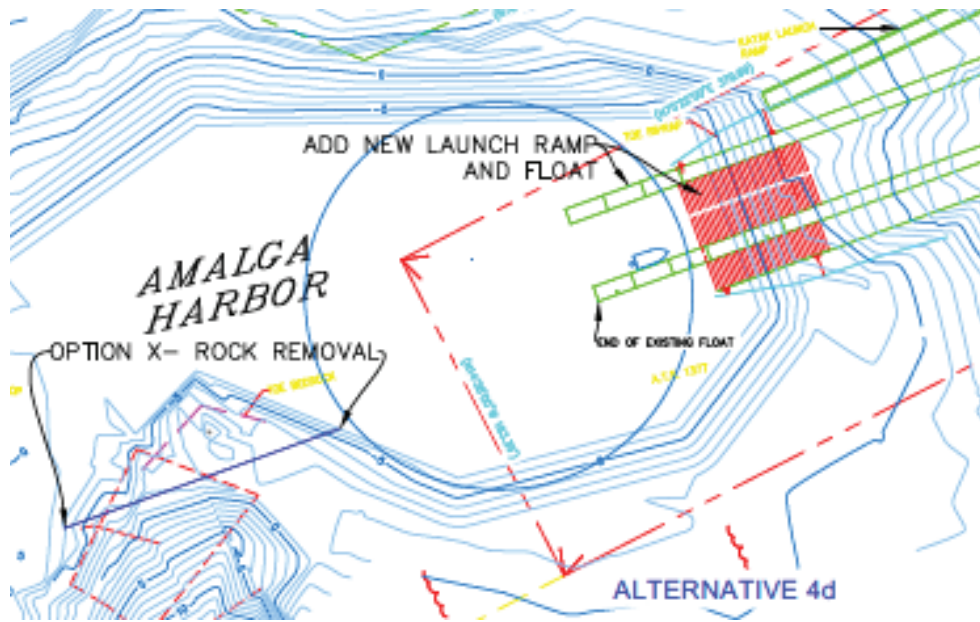


FIGURE 12

- a) Add a third launch ramp and a second boarding float.
- b) Significantly adds throughput capacity.
- c) Would require significant modifications to traffic flow in uplands and require approximately 50 more parking spaces which would require new land acquisition or lease.
- d) Added capacity of this magnitude is not identified as an important need.
- e) Provides more options for launching and retrieving.
- f) Some impact to existing kayak ramp.
- g) Only one side of the float would be usable for launch and retrieval activity.
- h) Minimal impact to environmental conditions with existing permitted facility.
- i) Within CBJ management area.
- j) Corps of Engineers Navigation and 404 Permit required.



- a) Relocate fish cleaning activity to an upland shore side facility in the adjacent parking lot.
- b) Removes cleaning activity from the float effectively expanding holding capacity for launch/retrieve-load/unload activity.
- c) Requires substantial upland facility development. Develop water source by drilling well or salt water intake, pumping and pipeline. Disposal system would require considerable grinding, pumping, pipeline and outfall construction to get waste to acceptable deep water disposal location. The distance and predominance of rock between the upland area and deep water of the site are not ideal for such a construction in addition to the increase operating cost to maintain it.
- d) Traffic flow through the Amalga Facility would be modified to accommodate several car-boat trailer combinations to stop, unload fish to cleaning tables then reload fish and out Amalga Harbor Road.
- e) Introducing this activity upland would reduce the car/trailer and car parking spaces unless additional upland area was incorporated into the facility.
- f) Uplands under Docks and Harbors management.
- g) NPDES Storm water Permit.
- h) Corps of Engineers Navigation and 404 Permit required for intake and outfall construction.
- i) DNR water use permit for potable water if provided by a well.

LOCATION STUDY SITE 6

- a) Remove the fish cleaning table from the existing boarding float and provide no alternate nearby.
- b) Simplest solution to resolve congestion but removes convenient high demand function from site.
- c) May eliminate some congestion but users may still hold up retrieval activity to clean fish on the float leaving a bigger mess.
- d) Some may take fish to Auke Bay to use cleaning tables.
- e) There may be some continued requests to replace table.
- f) Facility management option, No permits required.

LOCATION STUDY OPTION DO NOTHING

- a) No action is taken on the problem statement with this alternative.
- b) No further costs will be incurred by Docks and Harbors or Alaska Department of Fish and Game.
- c) Higher use of Amalga by users avoiding Statter Harbor is mentioned but not quantified in 2010 CBJ User Study². Congestion and conflicts may be reduced by completion of Auke Bay Launching Ramp Project in 2016/17 as users make higher use of that expansion and improvement.

EVALUATION OF ALTERNATIVES

In addition to addressing the functional aspects of fish cleaning and boarding float congestion and efficiency, the proposed project must provide a reasonably tranquil shelter for the small water craft stopping to clean fish before approaching the Amalga Basin. This means alternatives must provide a wind wave climate similar to those experienced within the existing basin and suitable for the smaller skiffs. Standard inner harbor criteria for wave height expected is less than 1' for marinas and less than 6" for small skiffs. A recommended design wave criteria for reasonably safe operating experience at the proposed facility is less than 6" in summer conditions.

The effectiveness and suitability of alternative sites are measured against the following criteria formulated as project objectives:

- Relieve congestion in the basin and at the end of the existing boarding float in Amalga Harbor.
- Eliminated or substantially reduce conflict between fish cleaning activity and boarding float activity.
- Locate so disposal of entails and carcasses have a chance of greater dispersion with water depth and tidal exchange rates under and around the float site.
- Location must provide wave conditions less than 6" in summer wind conditions in any direction up to 20 knots, an upper bound on most small craft for venturing out in higher wave conditions.

Site 1, located within the naturally occurring protective barriers yields very favorable water born solution to the problem statement and project objectives. The wave climate will always be better here than Site 2 or 3. The proximity to the basin and limited exposure in all directions with adequate water depth offer improved circulation to reasonably satisfy all the project objectives. Water depth is almost twice the existing location and tidal currents should be significantly stronger providing enhance flushing as the tide changes twice each day. The initial cost of the float will be lower than Site 2 or 3 and debris collection on the deck over winter will significantly less than other more exposed sites.

Sites 2 and 3 are located outside the relatively tranquil and natural enclave provided by sheltering island and rock outcroppings inside of Kishbrock and other islands near the entrance to the Amalga Basin. Each has exposure either from the SE, SW or NW that in particular winds, conditions would not be satisfactory for tie up, transferring fish and coolers before returning to the dock. Each generally satisfy other project objectives. Cost differences would result from longer piling or anchor gear and robust float construction to survive the exposure. Preparation for summer use will likely include removing debris collected on the deck over the

² CBJ Launch Ramp User Survey and Demand Forecast, November 2010

winter and potential damage repair. However, the exposure factor eliminates Site 2 and 3 from further serious consideration for the intended purpose.

The major challenges for Site 1 are Submerged Land Use Permit from the Department of Natural Resources and overcoming issues associated with the Department of Fish and Game creel census. Also, a new Environmental Assessment associated with a new remote location and the expanded scope of responsibility for harbor staff to access, inspect, operate and maintain the facility. Nevertheless, Site 1 is the only remote location examined offering a protected location with adequate area in close proximity to the launch ramp.

Site 4, generally described as extending the existing float system, is presented with four alternative layouts for consideration. The extended float would be angled to more evenly divide traffic each side of the float. Each alternative includes cleaning stations and additional length for boarding activity. Alternative 4d, the addition of a new ramp and boarding float was briefly investigate but there is no indication from public comments or harbor management that this option is need or desirable. It would require approximately 50 new car trailer parking places and land acquisitions and likely have wetland impacts.

The Table below, Figure 13 provides a comparison Alternatives 4a, 4b and 4c. The somewhat arbitrary allocation of space to cleaning is for comparative consideration only. If no cleaning activity is taking place all dock sides are available for boarding activity. If allocated space is used for cleaning the net new moorage remains available. On any given day, demand for cleaning tables may reduce the available boarding float by like amount. In every case the added length is substantial which should allow most new arrivals to find a space in the line waiting retrieval.

There may be some risk that the added length will become a nuisance if long term and overnight moorage is tolerated. Signage and consistent enforcement will be required to manage that risk.

SITE 4 Alternative		TOTAL LENGTH/ NEW	COMMENT
4a		196	
New cleaning	76		two sides and end
New moorage	80	120	two sectional floats plus converted float
converted to moorage	40		last float unit with table removed become moorage
4b		176	
New cleaning	96		two sides without end use
New moorage	40	80	one sectional float plus converted float
converted to moorage	40		last float unit with table removed become moorage
4c		190	
New cleaning	96		allocate 48' on two sides
New moorage	54	94	allocate 27' on two sides plus converted float
converted to moorage	40		last float unit with table removed become moorage

FIGURE 13

To some degree, the introduction of additional boarding float into the basin area reduces maneuvering area in the basin, but the added float would provide more available dock space requiring less wait time maneuvering. The distance to the basin dredge limits is less than the desired 100 feet but represents approximately 80-85% of the desired value. On high volume days, the shortened clear basin after passing narrow entrance at low tide may cause some to hold outside the basin before proceeding.

Observing activity at Amalga during low tide during the 2015 Golden North Salmon Derby, the tide at 7:30 am was about -1.3' and there were 5 boats on one side, two deep with one one more launching without sufficient water to float before derby validation began. With this level of use, an additional holding float would have been a welcome addition. It's difficult to quantify the value and impacts of adding float to the existing but it would likely improve the overall utility of the facility, and relieve some wait time for moorage during launch and retrieval. It can be argued that adding more float will only shift the congestion outboard to toward the new end. This is true to some degree, however, having additional float length will mitigate low tide congestion by adding lineal feet of the boarding float. Adding as much as 75 feet on two sides would significantly improve the que line situation arriving and departing. However, since launching ramps are generally managed by the users themselves, at times, the process is not always efficient and orderly. Signage on ramp etiquet was highly suggested at the public meeting and is being implemented along with management outreach to customers regarding ramp etiquet.

It would not be unreasonable to assume some users currently cleaning fish offshore would bring the catch dockside with some increase in waste volume. Tables separated along the float will distribute debris zones under the float in the same water depth of 7' but no real improvement in waste dispersion is expected.

All options could include removing the rock outcropping at the entrance to the basin. The rock excavation volume is approximately 300 cubic yards, a very small volume relative to the expense and time of permitting and mobilizing men and equipment to accomplish the task of drilling, underwater blasting, dredging and disposal. While removal of the rock would open the basin approach, the channel width currently at approximately 100' is sufficient for two way traffic for small craft using the ramps when directional separation is observed. A channel marker on the rock would enhance channel definition at the narrowest section but signage at the information board at the top of the ramp make users aware of the hazard and basin limits.

Appendix F contains cost estimates for the floating Alternatives 4a, 4b, 4c and Option X ("X" for excavation)

Site 5, is the alternative that would move the cleaning activity to the upland area. The launch and retrieval preparation areas provide space to prepare the boat for launch or the boat trailer and vehicle for the highway and occurs near the top of the ramp. Introducing a cleaning station to the uplands requires separation further along the exit corridor after the retrieval lane and before the exit point. Assumed are two cleaning stations before the final exit lane and a bypass lane. This alternative inserts the fish cleaning activity into the exit flow after retrieval and trailering preparations but would displace the current congestion to the upland area, requiring the loss of car/trailer parking to provide room for structures, lanes and bypasses and offering no significant improvement to the experience at the Amalga site. The necessary water supply and disposal system is achievable, subject to obtaining appropriate permits; however it is clear the permitting and expense of the upland solution is multiple times higher than any waterborne solution.

FLOAT DESIGN

Multifunction floats require rational allocation of space and are a balancing exercise. No hard date exists on the optimum number of cleaning tables for this facility. One seems two few and general consensus suggests not more than four. Not less than two tables are recommended initially but more tables are easy additions. Too few tables will create a collection of boats waiting near the tables while other arrivals will migrate toward the ramps; too many stations will go underutilized but the lineal feet of moorage available will be put to use by arriving boats getting in line for retrieval. On departure, assuming no demand for cleaning, the entire float is available for boarding and clearing the ramp area for active launches.

Minimum float width is rationalized by assigning areas to activities expected at a fish cleaning float. The minimum float width was determined to be 16' for a remote, dedicated cleaning float. Appendix B contains the allocated space parameters for this float. At the center of the float are piling and cleaning tables including 30" clear space on three sides of the tables. On the perimeter of the tables and clear area are a 30" circulation width and a 12" cleat/tie down area at the float edge. Tables aligned either perpendicular or parallel with the floats long axis doesn't significantly change the overall float requirements. Tables can be paired sets of cleaning tables facing in opposite directions with fish waste deposited at the back of the table or standalone stations with the prescribed clearances. The table tops can be sloped toward the back splash to contain and control water and waste to be carried to the chute through the deck. Again, because no water source exists at the facility, no new water sources are proposed for this facility.

The proposed float construction for remote locations is a 20 x 28 Timber float with 18" freeboard. The 20' dimension would offer end space tie up for craft 19' and under, a majority of users according to previous studies. This would provide moorage for 4 or more boats and up to four cleaning tables if warranted. Flotation pontoons would be coated polystyrene billets, polyethylene tub pontoons or pipe sections depending on final design decisions. Recent study by PND indicates that there is a premium on poly tub pontoons. The major benefit of poly tubs that floats can be constructed with no wood members in the water; however, other designs can provide that feature. The most economical pontoon still appears to be coated polystyrene billets, customizable to provide almost any freeboard and reserve buoyancy required by the application.

Alternative floats sizes are suggested for extending the existing float system with the cleaning float at the end. Three sizes are considered, 20'x28' with two sectional floats, 16'x48' with one sectional float, or a single 12'x75'. Two or more sectional floats could be added to 4a and 4b and the single 12' wide float could be longer or shorter, if desired. The narrower float would provide more clearance to the basin limits and a smoother transition to the existing 8' wide boarding float. A 42" wide table centered on the 12' wide float offers 3'-3" common use space (cleaning and circulation) on each side of the tables plus 12" for tie up zone for cleats at the edge of the dock. Unless the cleaning activity has a big audience, the shared space is generally accepted on each end of the tables for cleaning and normal circulation.

Wood, steel and concrete are the principle base materials with wood often preferred for smaller floats. Though steel and concrete are sometimes used in larger structures and large scale marina developments, wood is often more competitive than concrete and smaller one off kinds of floats tend to be less expensive in wood. Concrete requires a high standard of quality control, is heavier and more costly to ship and the building blocks of assembly are equipment intensive but wood ships on a flat with timbers precut and predrilled and generally handled by hand labor with much smaller equipment requirements except for the launch and pile driving. Floats of 12'x48' or less can be sub-assembled and shipped as wide loads over the highway on flatbed trailers and barged to Juneau saving man-hours of onsite labor costs.

Wood is often preferred for its satisfactory performance, maintainability, and predictable life in most locations and generally less costly to construct. Wood floats in Southeast Alaska have a long history of satisfactory performance. The wood floats removed from Aurora Harbor this season were mid-1960's vintage construction with at least one re-deck in the 80's. A wood float is recommended as the most cost effective, simplest to maintain and consistent with other facilities in the Juneau Harbor System. The float would be fixed in place with two steel piling driven and or, if necessary placed in drilled pile sockets in sound rock.

Construction estimates for all waterborne alternatives are found in APPENDIX F, it is anticipated that without unusual permitting costs, the existing project agreement for this feasibility study, permits and design is sufficient to provide a bid package for the described project. .

Harold Moeser P.E.

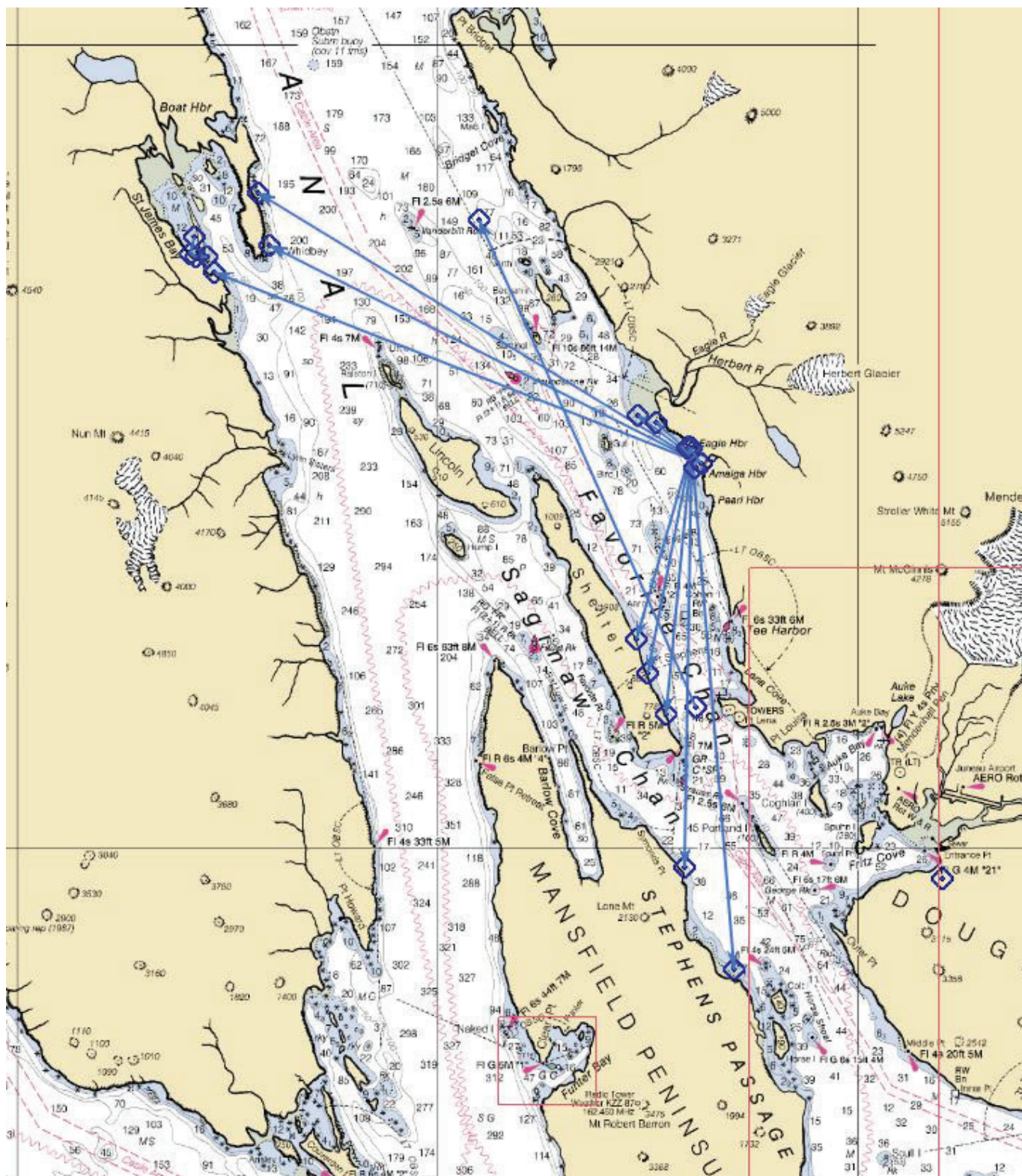
NOTES

FROM: *CBJ Launch Ramp User Survey and Demand Forecast, November 2010*

- Survey responses represented a good cross-section of launch ramp users. The majority were recreational power boaters, many owned second vessels such as skiffs, canoes, kayaks and jet skis. About half were owners of vessels under 19 feet, and 40 percent owned vessels 19 to 24 feet. Most respondents launch their vessel each time they go out (rather than keep it moored). With an average of 30 annual launches per respondent, these CBJ launch facility users were very familiar with CBJ launch ramps.
- It is likely that some portion of launches at other facilities (especially at Amalga Harbor) would have taken place at Statter Harbor if not for issues such as crowding and low tides. Nearly half of all Amalga Harbor launch ramp users reported that the primary reason they used that harbor was that it was less crowded.

APPENDIX A- WIND WAVE ANALYSIS

STEPHENS PASSAGE AND LYNN CANAL WIND VECTORS SITE 2 AND 3



STUDY LOCATION 1, 2, 3 EXTREME

		LOCATION		
BEGIN INPUT:		2	3	1
Recurrence Interval	years	50.0	50.0	50.0
Fetch	naut. miles	2.8	5.7	0.1
Wind Speed (1-min average)	kn	65.0	65.0	65.0
Wind Direction (true north)	deg.	336.0	150.0	0
Height of Anemometer	ft	33.0	33.0	33.0
Location of Anemometer:				
Ship				
Land (windward shore)		X	X	X
Land (inland)				
Temp. of air - Temp. of Water	Deg C	0.0	0.0	0.0

END INPUT:

Min. duration for fetch limited wave	min.	47.0	76.3	4.9
Wind Speed (1-hr. average)	kn	52.3	52.3	52.3
Adjusted fetch limited wind speed	kn	52.4	51.4	57.0
Adjusted fetch limited wind stress	kn	76.8	75.0	85.1

ADJUSTMENTS

Fetch	kn	1.00	1.00	1.00
Height of Anemometer	ft	1.00	1.00	1.00
Location of Anemometer:		1.00	1.00	1.00
Temp. of air - Temp. of Water	Deg C	1.00	1.00	1.00
Min. duration for fetch limited wave	min.	1.003	0.984	1.091

This program is intended as a guide for Coastal Engineering design and planning, and is not intended to replace the knowledge of a qualified Coastal Engineer on a particular project. The State of Alaska and Department of Transportation and Public Facilities assume no Liability for interpretations or implementations made by users of this program.

Any redistribution of this program must be approved by Harvey Smith, Department of Transportation and Public Facilities (ADP) 366 8336

Fetch is averaged by 90 degree Fcos(i) calculation for island and peninsula intrusion into open fetch wind path.

SUMMARY

STUDY LOCATION 1, 2, 3 EXTREME

MAXIMUM FETCH LIMITED CONDITION	UNITS			
Return Interval	years	50.0	50.0	50.0
Adjusted Wind Stress	kn	76.8	75.0	85.1
Fetch	naut. miles	2.0	2.0	2.0
Deepwater Wave Height (Hmo)	ft	4.8	6.6	1.0
Wave Period	sec.	3.7	4.6	1.3
Deepwater Wave Length	ft	69.0	109.5	8.0
Min. duration for fetch limited wave	min.	47.0	76.3	4.9
Min. duration for fetch limited wave	hrs.	0.8	1.3	0.1
Design Wave Heights				
H 1/3	ft	4.8	6.6	1.0
H10	ft	6.0	8.4	1.3
H1	ft	8.9	12.4	1.9

radial	5	336	150	INSIDE	
DEGREE	FETCH	COS(i)	FCOS(i)	FETCH	FCOS(i)
45		0.70711		5	3.5
40		0.76604		5.7	4.4
35		0.81915		6.7	5.5
30		0.86602		10.0	8.7
25		0.90631		13.1	11.9
20		0.93969		0.5	0.4
15		0.96593			
10		0.98481			
5		0.99619			
0		1			
0		1			
0		1			
0		1			
0		1			
		1.00000		0.1	0.1
331		0.87463			
326		0.82905			
321	0.5	0.77715	0.4		
316	0.53	0.71935	0.4		
311	1.5	0.65607	1.0		
306	2.0	0.5878	1.2		
301	12.9	0.51505	6.6		
296	12.0	0.43838	5.3		
291	13.0	0.35838	4.7		
286	0.0	0.27565			
281	0.0	0.19082			
276	0.0	0.10454			
	0.0	1			
	0.0	1			
	0.0	1			
	0.0	1			
	EFF. FETCH=	2.8		5.7	0.1

Use sustained winds

STUDY LOCATION 1, 2, 3 SUMMER ONLY

		LOCATION		
		2	3	1
BEGIN INPUT:				
Recurrence Interval	years	50.0	50.0	50.0
Fetch	naut. miles	2.8	5.7	0.5
Wind Speed (1-min average)	kn	25.0	25.0	25.0
Wind Direction (true north)	deg.	336.0	150.0	360
Height of Anemometer	ft	33.0	33.0	33.0
Location of Anemometer:				
Ship				
Land (windward shore)		X	X	X
Land (inland)				
Temp. of air - Temp. of Water	Deg C	0.0	0.0	0.0

END INPUT:

Min. duration for fetch limited wave	min.	69.8	114.6	22.0
Wind Speed (1-hr. average)	kn	20.1	20.1	20.1
Adjusted fetch limited wind speed	kn	19.9	19.2	20.5
Adjusted fetch limited wind stress	kn	23.3	22.4	24.2

ADJUSTMENTS

Fetch	kn	1.00	1.00	1.00
Height of Anemometer	ft	1.00	1.00	1.00
Location of Anemometer:				
Temp. of air - Temp. of Water	Deg C	1.00	1.00	1.00
Min. duration for fetch limited wave	min.	0.990	0.958	1.020

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Fetch is averaged by 90 degree Fcos(i) calculation for island and peninsula intrusion into open fetch wind path.

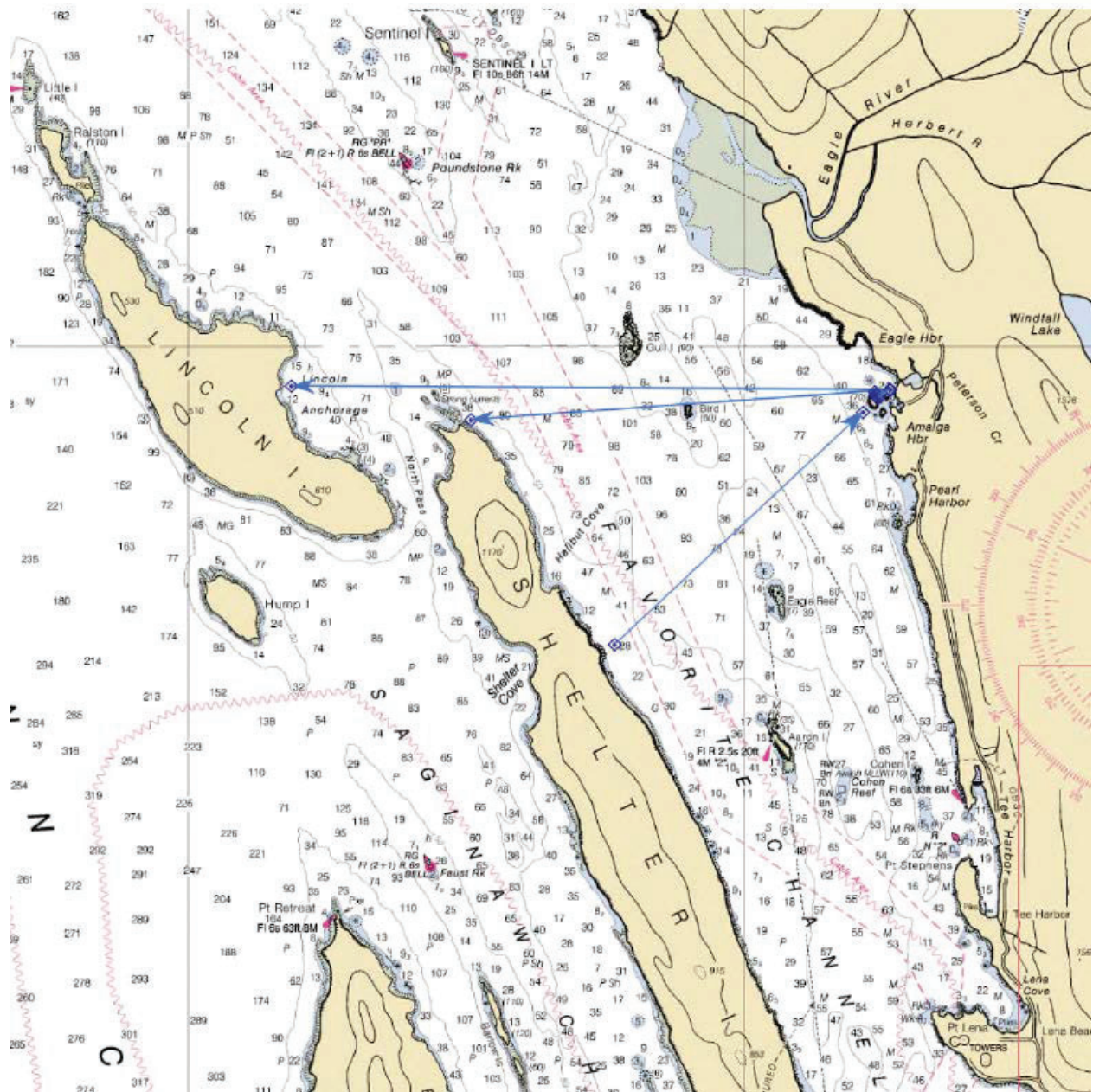
SUMMARY

STUDY LOCATION 1, 2, 3 SUMMER ONLY

MAXIMUM FETCH LIMITED CONDITION		UNITS		
Return Interval	years	50.0	50.0	50.0
Adjusted Wind Stress	kn	23.3	22.4	24.2
Fetch	naut. miles	2.0	2.0	2.0
Deepwater Wave Height (Hmo)	ft	1.4	2.0	0.6
Wave Period	sec.	2.5	3.1	1.4
Deepwater Wave Length	ft	31.2	49.1	10.2
Min. duration for fetch limited wave	min.	69.8	114.6	22.0
Min. duration for fetch limited wave	hrs.	1.2	1.9	0.4
Design Wave Heights				
H 1/3	ft	1.4	2.0	0.6
H10	ft	1.8	2.5	0.8
H1	ft	2.7	3.7	1.2

radial	5	336	150	INSIDE	
DEGREE	FETCH	COS(i)	FCOS(i)	FETCH	FCOS(i)
45		0.70711		5	3.5
40		0.76604		5.7	4.4
35		0.81915		6.7	5.5
30		0.86602		10.0	8.7
25		0.90631		13.1	11.9
20		0.93969		0.5	0.5
15		0.96593			
10		0.98481			
5		0.99619			
0		1			
15		0.96593			
12		0.97815			
9		0.98769			
6		0.99452			
3		0.99863			
0		1.00000		0.5	0.5
331		0.87463			
326		0.82905			
321	0.5	0.77715	0.4		
316	0.5	0.71935	0.4		
311	1.5	0.65607	1.0		
306	2.0	0.5878	1.2		
301	12.9	0.51505	6.6		
296	12.0	0.43838	5.3		
291	13.0	0.35838	4.7		
286	0.0	0.27565			
281	0.0	0.19082			
276	0.0	0.10454			
	0.0	1			
	0.0	1			
	0.0	1			
	0.0	1			
	EFF. FETCH=	2.8		5.7	0.5

Use sustained winds



WIND VECTORS SOUTHWEST 225 FOR SITE 2

LOCATION

Recurrence Interval	years	50.0	50.0	50.0
Fetch	naut. miles	3.9	1.3	0.1
Wind Speed (1-min average)	kn	20.0	20.0	20.0
Wind Direction (true north)	deg.	225.0	225.0	225
Height of Anemometer	ft	33.0	33.0	33.0
Location of Anemometer:				
Ship				
Land (windward shore)		X	X	X
Land (inland)				
Temp. of air - Temp. of Water	Deg C	0.0	0.0	0.0

Min. duration for fetch limited wave	min.	96.5	44.8	8.1
wind Speed (1-hr. average)	kn	16.1	16.1	16.1
<u>Adjusted fetch limited wind speed</u>	kn	15.6	16.1	17.1
<u>Adjusted fetch limited wind stress</u>	kn	17.3	18.0	19.3

Fetch	kn	1.00	1.00	1.00
Height of Anemometer	ft	1.00	1.00	1.00
Location of Anemometer:		1.00	1.00	1.00
Temp. of air - Temp. of Water	Deg C	1.00	1.00	1.00
Min. duration for fetch limited wave	min.	0.969	1.004	1.061

Any redistribution of this program must be approved by Harvey Smith,
Department of Transportation and Public Facilities - (607) 366-6996

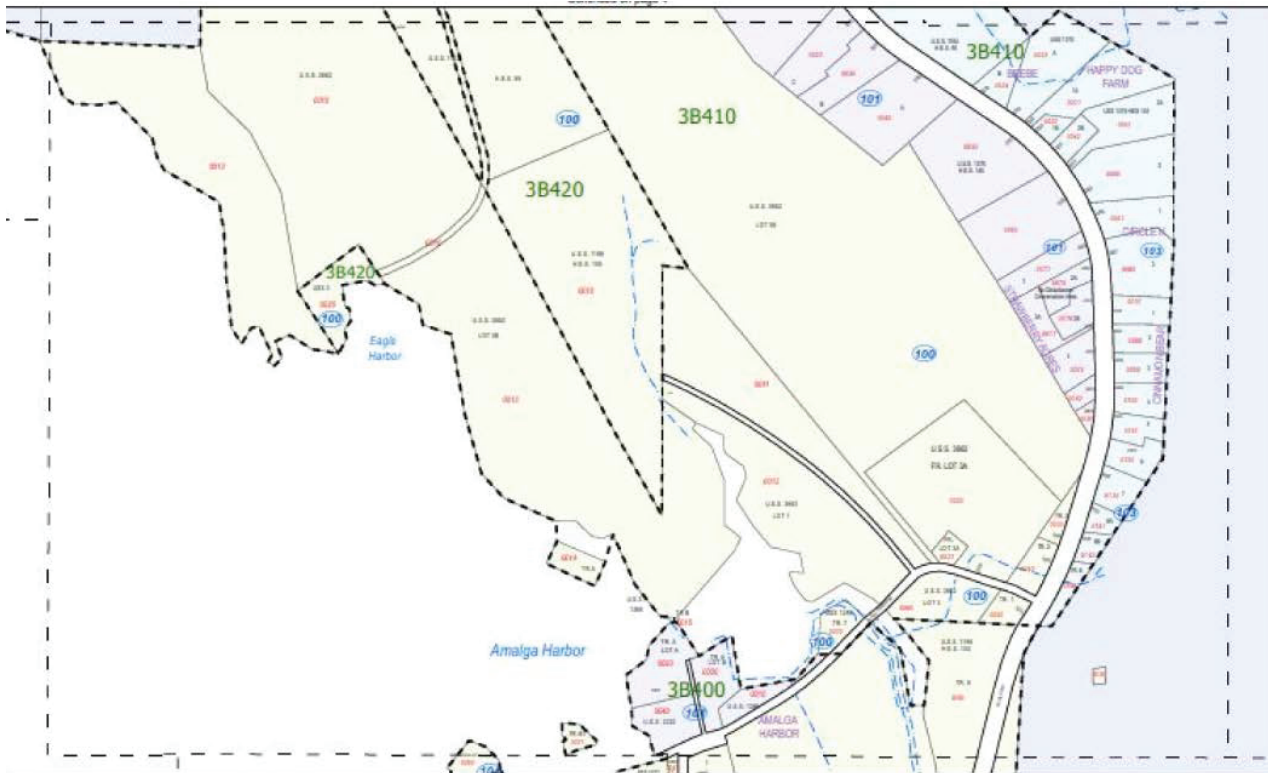
Use sustained winds

STUDY LOCATION 2 & 3 SUMMER SW ONLY ONLY

Return Interval	years	50.0	50.0	50.0
Adjusted Wind Stress	kn	17.3	18.0	19.3
Fetch	naut. miles	3.9	1.3	0.1
Deepwater Wave Height (Hmo)	ft	1.3	0.7	0.2
Wave Period	sec.	2.5	1.7	0.8
Deepwater Wave Length	ft	31.9	15.5	3.0
Min. duration for fetch limited wave	min.	96.5	44.8	8.1
Min. duration for fetch limited wave	hrs.	1.6	0.7	0.1
Design Wave Heights				
H 1/3	ft	1.3	0.7	0.2
H10	ft	1.6	1.0	0.3
H1	ft	2.1	1.3	0.4

[illegible]

APPENDIX B - ADJACENT PROPERTY OWNERS



Continued on page 6



Continued on page 7

Parcel	Legal Description	Street and House Number	Current Owner
3B4201000010	USS 1163	24600 AMALGA HARBOR RD	CITY AND BOROUGH OF JUNEAU & LANDS AND RESOURCES
3B4201000020	USS 0	0	CITY AND BOROUGH OF JUNEAU & LANDS AND RESOURCES

Parcel	Legal Description	Street and House Number	Current Owner
3B4001020011	HUFFMAN HARBOR LT 1A	25390 AMALGA HARBOR RD	FARIS TAYLOR LIVING TRUST & GORDON TAYLOR; TAMRA FARIS TRUSTEES
3B4001020021	HUFFMAN HARBOR LT 2A	25380 AMALGA HARBOR RD	JOHN R TABER & SHARON A TABER
3B4001020031	HUFFMAN HARBOR LT 3A	25342 AMALGA HARBOR RD	GEORGE HAROLD HOUSTON & HEATHER LOUISE DRAPEAUX; JAY STUART HOUSTON
3B4001020041	HUFFMAN HARBOR LT 4A	25356 AMALGA HARBOR RD	FRANK M HOMAN & DONNA JANE HOMAN
3B4001020051	HUFFMAN HARBOR LT 5A	25360 AMALGA HARBOR RD	FRANK M HOMAN & DONNA JANE HOMAN
3B4001020061	HUFFMAN HARBOR LT 6A	25344 AMALGA HARBOR RD	NICHOLE ANN TERWILLIGER
3B4001020071	HUFFMAN HARBOR LT 7B	25280 AMALGA HARBOR RD	HUIZER BYPASS TRUST & EDGAR J HUIZER TRUSTEE
3B4001020080	USS 3288 LT 7A	25240 AMALGA HARBOR RD	LYNN SCHOOLER
3B4001020090	USS 3288 LT 8	25200 AMALGA HARBOR RD	JAMES A REHFELDT & KATHY A STEPIEN
3B4001020100	USS 3288 LT 9	25120 AMALGA HARBOR RD	DEBBIE F DRISCOLL & EDMUND R. DRISCOLL
3B4001020110	USS 2387 LT F TR B	25148 AMALGA HARBOR RD	KRISTINE RITTER & DOUG LARSEN; ELIZABETH M HIXSON
3B4001020120	USS 3288 LT 11	25400 AMALGA HARBOR RD	ROBERT W FRAMPTON & DENISE J CHASE

Parcel	Legal Description	Street and House Number	Current Owner
3B4001040014	MATHENY LT 4	25095 AMALGA HARBOR RD	ROBERT B MURPHY & CATHERINE M SULLIVAN
3B4001040015	MATHENY LT 1A	25100 AMALGA HARBOR RD	ROBERT B MURPHY & CATHERINE M SULLIVAN
3B4001040020	USS 2179 TR 2	25025 AMALGA HARBOR RD	RUSSELL L KEGLER & TANA K KEGLER
3B4001040041	AMALGA HARBOR LT 1	24899 AMALGA HARBOR RD	CITY AND BOROUGH OF JUNEAU & LANDS AND RESOURCES
3B4001040042	AMALGA HARBOR LT 2	24995 AMALGA HARBOR RD	PAMELA J KEGLER
3B4001040043	AMALGA HARBOR LT 3	25005 AMALGA HARBOR RD	RUSSELL L KEGLER & TANA K KEGLER
3B4001040044	ATS 1377	0 AMALGA HARBOR RD	CITY AND BOROUGH OF JUNEAU & LANDS AND RESOURCES
3B4001040050	ATS 248	0 AMALGA HARBOR RD	STATE OF ALASKA & DEPARTMENT OF NATURAL RESOURCES
3B4001040060	USS 3325 TR C	0 AMALGA HARBOR RD	CITY AND BOROUGH OF JUNEAU & LANDS AND RESOURCES
3B4001040071	ASLS 2008-44 TR B1	0	RALPH KIMLINGER & ROSEMARY KIMLINGER
3B4001040080	USS 3325 TR D	0	CHERIE B SHELLEY & MORRIS LIVING TRUST
3B4001040090	USS 3325 TR E LT 1	0	WALLEN RICHARD THOR REVOCABLE TRUST & RICHARD THOR WALLEN TRUSTEE
3B4001040100	USS 3325 TR E LT 2	0	WALLEN RICHARD THOR REVOCABLE TRUST & RICHARD THOR WALLEN TRUSTEE

APPENDIX C - FLOAT SIZE ESTIMATE

<u>AREA DESCRIPTION</u>	<u>W</u>	<u>L</u>	<u>AREA (SF)</u>
FLOAT AND TABLE LONG AXIS TABLES ALIGNED	1.75	4	
TABLE USE AREA	2.5	2.5	
INSIDE END USE AREA		2.5	
CIRCULATION PERIMETER	2.5	2.5	
CLEAT PERIMETER	1	1	
PILE HOOP		2	
min half W or L	7.75	14.5	
	15.5	29	449.5
FLOAT LONG AXIS TABLES PERPENDICULAR	2	3.5	
TABLE USE AREA	2.5	2.5	
INSIDE USE AREA		2.5	
CIRCULATION PERIMETER	2.5	2.5	
CLEAT PERIMETER	1	1	
PILE HOOP		2	
min half W or L	8	14	
MIN WIDTH	16	28	448
MIN WIDTH WITH SHARED CIRCULATION SPACE	11		

APPENDIX D - CORPS OF ENGINEER'S PERMIT FORM

U.S. ARMY CORPS OF ENGINEERS APPLICATION FOR DEPARTMENT OF THE ARMY PERMIT 33 CFR 325. The proponent agency is CECW-CO-R.		Form Approved - OMB No. 0710-0063 Expires: 31-AUGUST-2013	
Public reporting for this collection of information is estimated to average 11 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters, Executive Services and Communications Directorate, Information Management Division and to the Office of Management and Budget, Paperwork Reduction Project (0710-0063). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to either of those addresses. Completed applications must be submitted to the District Engineer having jurisdiction over the location of the proposed activity. PRIVACY ACT STATEMENT Authorities: Rivers and Harbors Act, Section 10, 33 USC 403; Clean Water Act, Section 404, 33 USC 1344; Marine Protection, Research, and Sanctuaries Act, Section 103, 33 USC 1413; Regulatory Programs of the Corps of Engineers; Final Rule 33 CFR 320-332. Principal Purpose: Information provided on this form will be used in evaluating the application for a permit. Routine Uses: This information may be shared with the Department of Justice and other federal, state, and local government agencies, and the public and may be made available as part of a public notice as required by Federal law. Submission of requested information is voluntary, however, if information is not provided the permit application cannot be evaluated nor can a permit be issued. One set of original drawings or good reproducible copies which show the location and character of the proposed activity must be attached to this application (see sample drawings and/or instructions) and be submitted to the District Engineer having jurisdiction over the location of the proposed activity. An application that is not completed in full will be returned.			
(ITEMS 1 THRU 4 TO BE FILLED BY THE CORPS)			
1. APPLICATION NO.	2. FIELD OFFICE CODE	3. DATE RECEIVED	4. DATE APPLICATION COMPLETE
(ITEMS BELOW TO BE FILLED BY APPLICANT)			
5. APPLICANT'S NAME First - Middle - Last - Company - E-mail Address -		6. AUTHORIZED AGENT'S NAME AND TITLE (agent is not required) First - Middle - Last - Company - E-mail Address -	
8. APPLICANT'S ADDRESS: Address- City - State - Zip - Country -		9. AGENT'S ADDRESS: Address- City - State - Zip - Country -	
7. APPLICANT'S PHONE NOs. w/AREA CODE a. Residence b. Business c. Fax		10. AGENT'S PHONE NOs. w/AREA CODE a. Residence b. Business c. Fax	
STATEMENT OF AUTHORIZATION			
11. I hereby authorize, _____ to act in my behalf as my agent in the processing of this application and to furnish, upon request, supplemental information in support of this permit application.			
_____ SIGNATURE OF APPLICANT		_____ DATE	
NAME, LOCATION, AND DESCRIPTION OF PROJECT OR ACTIVITY			
12. PROJECT NAME OR TITLE (see instructions)			
13. NAME OF WATERBODY, IF KNOWN (if applicable)		14. PROJECT STREET ADDRESS (if applicable)	
		Address	
15. LOCATION OF PROJECT		City - State - Zip -	
Latitude: -N Longitude: -W			
16. OTHER LOCATION DESCRIPTIONS, IF KNOWN (see instructions)			
State Tax Parcel ID		Municipality	
Section -		Township - Range -	

ENG FORM 4345, JUL 2013

PREVIOUS EDITIONS ARE OBSOLETE.

Page 1 of 3

17. DIRECTIONS TO THE SITE

18. Nature of Activity (Description of project, include all features)

19. Project Purpose (Describe the reason or purpose of the project, see instructions)

USE BLOCKS 20-23 IF DREDGED AND/OR FILL MATERIAL IS TO BE DISCHARGED

20. Reason(s) for Discharge

21. Type(s) of Material Being Discharged and the Amount of Each Type in Cubic Yards:

Type	Type	Type
Amount in Cubic Yards	Amount in Cubic Yards	Amount in Cubic Yards

22. Surface Area in Acres of Wetlands or Other Waters Filled (see instructions)

Acres:

or

Linear Feet

23. Description of Avoidance, Minimization, and Compensation (see instructions)

24. Is Any Portion of the Work Already Complete? ☐ Yes ☐ No IF YES, DESCRIBE THE COMPLETED WORK

25. Addresses of Adjoining Property Owners, Lessees, Etc., Whose Property Adjoins the Waterbody (if more than can be entered here, please attach a supplemental list).

a. Address-

City -

State -

Zip -

b. Address-

City -

State -

Zip -

c. Address-

City -

State -

Zip -

d. Address-

City -

State -

Zip -

e. Address-

City -

State -

Zip -

26. List of Other Certificates or Approvals/Denials received from other Federal, State, or Local Agencies for Work Described in This Application.

AGENCY	TYPE APPROVAL*	IDENTIFICATION NUMBER	DATE APPLIED	DATE APPROVED	DATE DENIED

* Would include but is not restricted to zoning, building, and flood plain permits

27. Application is hereby made for permit or permits to authorize the work described in this application. I certify that this information in this application is complete and accurate. I further certify that I possess the authority to undertake the work described herein or am acting as the duly authorized agent of the applicant.

SIGNATURE OF APPLICANT

DATE

SIGNATURE OF AGENT

DATE

The Application must be signed by the person who desires to undertake the proposed activity (applicant) or it may be signed by a duly authorized agent if the statement in block 11 has been filled out and signed.

18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than \$10,000 or imprisoned not more than five years or both.

APPENDIX E – EMAIL COMMENTS RECEIVED

- Extending float may mean more congestion not less
 - Make remote float as large as practicable within budget
 - Changes to uplands are highly improbable with past experiences in the construction of the current facility
-

- Add angled float section
 - Make remote float large enough for 4 20' vessels. 20'x28' is a minimum size.
 - Site 1 is best for remote float
-

- ADF&G staff concerned about loss of sample data from sport catch with a remote float
- Extend float, angle it or remove rock outcropping
- May need an Environmental Assessment for new work. Float extension will likely require further environmental documentation depending on scope of work

COMMENTS FROM 6/22/2015 PUBLIC MEETING

- F&G wants a larger float: 20'x28'.
- Float to be pile secured.
- Smith Island resident has mooring buoy that might be too close to location #1.
- Concerns about cleaning your fish off shore and breaking state laws.
- Concerns about creel survey data if people are cleaning away from the ramp.
- Need hard data on the laws about cleaning fish away off shore.
- A suggestion to change rules about use of table at end of boarding float. Add a sign that explains how to not be a nuisance so people can self-police. "Drop off cooler and come back after you've pulled out your boat to clean your fish".
- A suggestion to include a code of conduct pamphlet with yearly launch ramp permit to increase user's awareness of proper ramp etiquette.
- F&G said we'd need to do an EA study if we build a new facility.
- Adding section to boarding float may be easier permit wise.
- F&G would really like to make the basin larger and remove rock knob.
- There may be delicate sea cucumbers living around location #1.

APPENDIX F - COST ESTIMATES

DESCRIPTION SITE 1	UNIT	QUANTITY	UNIT PRICE	EXTENSION
MOBILIZATION	LS	1	\$ 30,000	\$ 30,000
FLOAT 20X28	SF	560	\$ 100	\$ 56,000
FLOAT 8X41	SF	0	\$ 110	\$ -
PILING 2@62'	LF	124	\$ 60	\$ 7,440
DRILLING	EA	2	\$ 25,000	\$ 50,000
CONSTINGENCY	LS	25%		\$ 35,860
				\$ 179,300
ALTERNATVIE 4a				
MOBILIZATION	LS	1	\$ 30,000	\$ 30,000
FLOAT 20X28	SF	560	\$ 100	\$ 56,000
FLOAT 8X41	SF	328	\$ 110	\$ 36,080
PILING 3@62'	LF	186	\$ 60.00	\$ 11,160
DRILLING	EA	3	\$ 25,000.00	\$ 75,000
CONSTINGENCY	LS	15%		\$ 31,236
				\$ 239,476
ALTERNATIVE 4b				
MOBILIZATION	LS	1	\$ 30,000	\$ 30,000
FLOAT 12X48	SF	576	\$ 100	\$ 57,600
FLOAT 8X20.5	SF	164	\$ 110	\$ 18,040
PILING 2@62'	LF	124	\$ 60.00	\$ 7,440
DRILLING	EA	2	\$ 25,000.00	\$ 50,000
CONSTINGENCY	LS	15%		\$ 24,462
				\$ 187,542
ALTERNATIVE 4c				
MOBILIZATION	LS	1	\$ 30,000	\$ 30,000
FLOAT 12X75	SF	816	\$ 100	\$ 81,600
FLOAT 8X20.5	SF	0	\$ 110	\$ -
PILING 2@65'	LF	130	\$ 60.00	\$ 7,800
DRILLING	EA	2	\$ 25,000.00	\$ 50,000
CONSTINGENCY	LS	15%		\$ 25,410
				\$ 194,810
ALTERNATIVE 4d				
MOBILIZATION	LS	1	30000	\$ 30,000
CONSTRUCT LAUNCH RAMP	LS	1	350000	\$ 350,000
FLOAT 8X266	SF	2128	100	\$ 212,800
PILING	LF	280	60	\$ 16,800
DRILLING/DRIVING	EA	6	25000	\$ 150,000
CONTINGENCY	LS	35%		\$ 132,860
				\$ 892,460
OPTIONS - X				
MOBILIZATION	LS	1	45000	\$ 45,000.00
EXCAVATION	CY	300	500	\$ 150,000.00
DISPOSAL	CY	300	100	\$ 30,000.00
CONTINGENCY	LS	35%		\$ 78,750.00
				\$ 303,750.00

From: sg-pcc-bounce@lists.rockisland.com
To: sg-pcc@lists.rockisland.com
Subject: [sg-pcc] Re: Ladders
Date: Wednesday, July 11, 2018 11:19:22 AM
Attachments: [Marina Ladder type info.pdf](#)

We have done research through the years on specific requirements for ladders at marinas. The following is from an analysis for a Washington marina from a while ago, other States and local jurisdictions may have specific requirements in their codes. I have also attached a ladder summary of some of the types of ladders available, it is a bid dated but some of the contact information may still be useful. Troy Talbot and other members can supply many of these and other ladder products.

As far as we are aware, there are currently no Washington State codes or regulation that specifically addresses safety ladders for recreational marinas. However, the Occupational Safety and Health Administration (OSHA) and Washington Administrative Code (WAC) contain safety requirement for commercial waterfront activities. For example, OSHA regulations focus on safety standards for shipyard employment (Part 1915), marine terminals (Part 1917), and longshoring operations (Part 1917). Washington Administrative Code (WAC) also has regulations focusing on safety standards for ship repairing, shipbuilding and shipbreaking (296-304), and longshore operations (296-56). These regulations include statements such as a ladder should be spaced every 400 feet.

OSHA and WAC both require ladders for commercial waterfront activities. For example, OSHA Standard 29 1915.158 titled Occupational Safety and Health Standards for Shipyard Employment states “there shall be at least one portable or permanent ladder in the vicinity of each floating vessel on which work is being performed. The ladder shall be of sufficient length to assist employees to reach safety in the event they fall into the water. Similarly WAC 296-304-09017 states, “There must be at least one portable or permanent ladder near each floating vessel on which work is performed.” Seattle Fire Code for marinas (Appendix II-C) and the Seattle Building Code for piers, wharves, and waterfront structures (Section 413) do not discuss safety ladders on marinas. Furthermore, the International Building Code does not address ladders for waterfront facilities.

Since there are typically no specific code requirements for ladders at recreational marinas, marina owners must make a policy determination on whether or not to provide ladders. We recommend each facility do their own legal review and determine a policy for provision or non-provision of ladders. Public agencies in recreational marina projects have made the decision both ways with some marinas deciding not to install ladders and others installing ladders. The location and spacing vary from facility to facility with some installing ladders on the end of each finger, some installing ladders every few fingers, and some locating ladders along the main walkways. Opinions of operators have varied through the years, while some state that there are swim steps and other ways to get out of the water and have concerns about the maintenance and usability/spacing etc of ladders, others state that the risks of drowning, liability associated with drowning at marinas, and the difficulty of getting back onto the docks without a ladder is so great that all marinas should have ladders.

Shannon

Shannon Kinsella, PE, PMP

LEED AP
Director, Airport and Waterfront Engineering

Reid Middleton
Engineers | Planners | Surveyors
728 134TH ST. SW Suite 200
Everett, WA 98204
www.reidmiddleton.com
Direct: 425-741-5012| Cell: 206-713-4854

From: sg-pcc-bounce@lists.rockisland.com [mailto:sg-pcc-bounce@lists.rockisland.com] **On Behalf Of** Molly Bold
Sent: Wednesday, July 11, 2018 11:38 AM
To: sg-pcc@lists.rockisland.com
Subject: [sg-pcc] Re: Ladders

We are in the process of evaluating ladders in our marina as well. WA L&I cites the marine terminal & stevedore RCW's as the basis for requiring ladders in the marina. We dispute that our marina is a marine terminal as the implications of that determination could be far reaching. But, we plan to install ladders for the safety of our tenants in the coming months anyways.

From: sg-pcc-bounce@lists.rockisland.com [mailto:sg-pcc-bounce@lists.rockisland.com] **On Behalf Of** Mark Hamrick
Sent: Wednesday, July 11, 2018 10:57 AM
To: sg-pcc@lists.rockisland.com
Subject: [sg-pcc] Re: Ladders

Good morning Scott,

The only requirements I could find on marina dock ladders is in the L & I Safety Standards for Longshore, Stevedore, and Related Waterfront Operations. The minimum spacing, according to book, is intervals not to exceed 400'. We have a tendency to put them a bit closer and in strategic locations through our marina. (high traffic areas)

Enjoy the summer everyone!

-Mark

From: sg-pcc-bounce@lists.rockisland.com [mailto:sg-pcc-bounce@lists.rockisland.com] **On Behalf Of** Scott Wilkins
Sent: Wednesday, July 11, 2018 10:19 AM
To: 'Sg-pcc@lists.rockisland.com'

Subject: [sg-pcc] Ladders

Good morning all, I Hope everyone is well? I have a question for the group. I am wondering about your Port/Marina's policy on **Ladders** on your permanent Docks. I'm working with our Marina Tenant association on implementing something for our Marina. Any help or suggestions would be greatly appreciated.

As always, I Thank you,
Scott

Scott Wilkins
City of Des Moines Marina
Acting Harbormaster
22307 Dock AVE S.
Des Moines, WA 98198
206-870-6723
206-383-0662

LADDERS*

Reid Middleton

See below for various manufacturers

Also Marina Accessories carries many of these ladders

Marina Accessories
1001 C Street
Bellingham, WA 98225
(800) 585-6890



Manufacturer: International Dock Products, Inc.
Model: Standard
Material: Marine graded aluminum (1-1/4" I.D.)
Location: 3101 SW 25th Street, Bay 106
Pembroke Park, FL 33009
Website: www.dockproducts.com
Phone: (800) 909-3625
Cost:

Installation: Four (4) stainless steel bolts



Manufacturer: International Dock Products, Inc.
Model: Lifting
Material: Marine graded aluminum (1-1/4" I.D.)
Location: 3101 SW 25th Street, Bay 106
Pembroke Park, FL 33009
Website: www.dockproducts.com
Phone: (800) 909-3625
Cost:

Installation: Four (4) stainless steel bolts



Manufacturer: A1A Dock Products Inc.
Model: Standard (3-7 steps)
Material: Marine grade aluminum
Location: 5745 Plunkett Street
Hollywood, FL 33023
Website: a1adockproducts.com
Phone: (866) 986-2366
Cost:

Installation:



Manufacturer: Dock Edge Inc.
 Model: Galvalume (3-5 steps)
 Material: 1 7/8" galvalume tubing w/ powder coating
 Location: 35 Armthorpe Road
 Brampton, Ontario L6T 5M4
 Website: www.dockedge.com
 Phone: (905) 790-0444
 Cost:

Installation: Four (4) stainless steel bolts



Manufacturer: Dock Edge Inc.
 Model: Flip-up (3-5 steps)
 Material: marine grade aluminum
 Location: 35 Armthorpe Road
 Brampton, Ontario L6T 5M4
 Website: www.dockedge.com
 Phone: (905) 790-0444
 Cost:

Installation: Four (4) stainless steel bolts



Manufacturer: Dock Edge Inc.
 Model: Quick release (3 step)
 Material: 1" heavy wall aluminum tubing
 Location: 35 Armthorpe Road
 Brampton, Ontario L6T 5M4
 Website: www.dockedge.com
 Phone: (905) 790-0444
 Cost:

Installation: Four (4) stainless steel bolts



Manufacturer: Plasteak
 Model: Above platform (2-4 steps)
 Material: Stainless steel
 Location: PO Box 4290
 Akron, OH 44321-4290
 Website: www.plasteak.com
 Phone: (800) 320-1841
 Cost:
 Installation: screw into deck



Standard

Manufacturer: Henderson Marine Supply Inc.
 Model: Heavy Duty Standard Above Platform (3-5 steps)
 Material: Heavy Duty Marine Grade Aluminum Alloy
 Location: 600 Jefferson Street
 Petaluma, CA 94952
 Website: www.hendersonmarine.com
 Phone: (800) 523-1586
 Cost:

Installation: Four (4) stainless steel bolts



Lift

Manufacturer: Henderson Marine Supply Inc.
 Model: Heavy Duty Lift Ladder Above Platform (3-5 steps)
 Material: Heavy Duty Marine Grade Aluminum Alloy
 Location: 600 Jefferson Street
 Petaluma, CA 94952
 Website: www.hendersonmarine.com
 Phone: (800) 523-1586
 Cost:

Installation: Four (4) stainless steel bolts



Manufacturer: Dock Accents, Inc.
 Model: Standard Above Platform (3-5 steps)
 Material: 6063 T5 Marine Grade Aluminum
 Location: 5041 General Puller Hwy
 Saluda, VA 23149
 Website: www.dockaccents.com
 Phone: (888) 219-0112
 Cost:

Installation: Four (4) 1/2" mounting bolts



Manufacturer: Dock Accents, Inc.
 Model: Lifting Ladder Above Platform (3-5 steps)
 Material: 6063 T5 Marine Grade Aluminum
 Location: 5041 General Puller Hwy
 Saluda, VA 23149
 Website: www.dockaccents.com
 Phone: (888) 219-0112
 Cost:

Installation: Four (4) 1/2" mounting bolts



Manufacturer: Dock Accents, Inc.
 Model: Standard Above Platform Finger Ladder (3-5 steps)
 Material: 6063 T5 Marine Grade Aluminum
 Location: 5041 General Puller Hwy
 Saluda, VA 23149
 Website: www.dockaccents.com
 Phone: (888) 219-0112
 Cost:

Installation: Four (4) 1/2" mounting bolts



Manufacturer: Scandia Marine Products
 Model: Up-N-Out Ladder
 Material: Stainless Steel
 Location: P.O. Box 325, 16130 199th St. N.
 Scandia, MN 55073
 Website: <http://www.up-n-out.com/marina-ladders/>
 Phone: 651 433-5058
 Cost:

Installation:



Manufacturer: 2001 MARINE SYSTEMS, INC., Seattle, WA
 Model: HDPE Ladder
 Material: High Density Polyethelene
 Location: 4040 23rd Avenue West
 Seattle, Washington 98199
 Website:
 Phone: Office: 206-953-6767 Fax: 206-352-3933
 Cost:

Installation:



Manufacturer: Accmar Equipment Company
 Model: Easy Access Dock Ladder
 Material: Aluminum
 Location: 12351 SW 128th Court, Unit #303
 Miami, Florida 33186
 Website: <http://www.accmarequipment.com/>
 Phone: (305) 300-9596
 Cost:

Installation:



Manufacturer: Atlantic Aluminum and Marine Products
Model: Floatstep TM Ladder
Material: Aluminum
Location: 221 S 3rd Street
Lantana, FL 33462
Website: <http://www.atlantaluminummarine.com/index.html>
Phone: (561) 310-4360
Cost:

Installation:

Floats up and down automatically with the water level fluctuations