

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING AGENDA
For Wednesday, June 22nd, 2016

- I. Call to Order** (5:00 p.m. in City Hall Conference Room 224)
- II. Roll Call** (John Bush, Tom Donek, David Summers, Bob Janes, and Budd Simpson)
- 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, May 18th, 2016 Operations/Planning Meetings Minutes**
- VI. Consent Agenda** - None
- VII. Unfinished Business** - None
- VIII. New Business**

- 1. Aurora Harbor Phase 2 – Design Fee
Presentation by the Port Engineer

Committee Questions

Public Comment

Committee Discussion/Action

MOTION: TO ACCEPT PND ENGINEERS PROPOSAL FOR \$TBDS TO PROVIDE ENGINEERING SERVICES FOR THE AURORA HARBOR PHASE II PROJECT.

- 2. Andrew's Marina Lease
Presentation by the Port Director

Committee Questions

Public Comment

Committee Discussion/Action

MOTION: TO APPROVE A NEW 35-YEAR LEASE WITH ANDREW'S MARINA FOR ATS 33 FOR \$5,549.50 ANNUALLY.

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3. Prohibition of Tarps in the Harbor from May 15th through September 15th
Presentation by the Port Director

Committee Questions

Public Comment

Committee Discussion/Action

MOTION: TO BEGIN A REGULATION CHANGE PROCESS WHICH PROBITS THE USE OF TARPS OR OTHER SIMILAR TEMPORARY BOAT COVERINGS IN CBJ HARBORS FROM MAY 15 THROUGH SEPTEMBER 15.

4. Notice of Intended Sale of Boat Shelter AG-29 by Mr. Louis Bandirola
Presentation by the Port Director

Committee Questions

Public Comment

Committee Discussion/Action

MOTION: TO WAIVE DOCKS & HARBORS' RIGHT OF FIRST REFUSAL ALLOWING Mr. LOUIS BANDIROLA TO SELL HIS BOAT SHELTER ON THE OPEN MARKET.

IX. Items for Information/Discussion

1. Norway Point to Bridge Park Land Use Master Plan (Results of Public Meeting)
Presentation by the Port Engineer

Committee Discussion/Public Comment

2. Moored Vessels on Docks & Harbors Submerged Lands
Presentation by the Port Director

Committee Discussion/Public Comment

3. ABLF Boatyard Improvements Update
Presentation by the Port Engineer

Committee Discussion/Public Comment

4. Fourth of July Yacht Club Event
Presentation by the Port Director

Committee Discussion/Public Comment

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X. Staff & Member Reports

XI. Committee Administrative Matters

1. Next Operations/Planning Committee Meeting- **Wednesday, July 20th, 2016.**

XII. Adjournment

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I. Call to Order

Mr. Simpson called the meeting to order at 5:00 pm at the Yacht Club.

II. Roll Call

The following members were in attendance: John Bush, Tom Donek, Robert Janes, and Budd Simpson.

Also in attendance were: David Borg – Harbormaster, Gary Gillette – Port Engineer, and Carl Uchtyl – Port Director.

Absent: David Summers.

III. Approval of Agenda

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

The motion passed with no objection.

IV. Public Participation on Non-Agenda Items –

William Quayle, Juneau Alaska

He said he is trying to get a Pedicab business started with just him as the owner/operator. He said the system is set up for bus companies. He said Docks & Harbors fees are too much for him with his small social security check as his only income. He wanted to offer an alternative to paying the \$300.00 company and seat fee upfront. He is offering one or two percent per month of his sales for six months which would be paid on the first of the month. This way, he could start the business and Docks and Harbors would not be in the business to kill a business before it starts. He said he is sure he is not the only person going to be in this situation. He is asking the Board to make an exception to the \$300.00 company fee.

Mr. Simpson asked what program he is operating under? What is the basis for the proposed charge?

Mr. Uchtyl said after many years of not having Pedicabs in Juneau, we just had a company start with three Pedicabs. They were issued a Class C zone permit which has a definition of how that Pedicab can operate. Under this permit, we follow the same financial requirement that we do for coaches using the A and B zone which is a \$300 company fee and \$7.00 per seat fee. Mr. Quayle is asking relief from Docks & Harbors for the \$300.00 with some other type of arrangement, but the bigger issue will be with the \$1,500 dollar requirement to JPD.

Mr. Quayle said that is another hurdle he needs to get over.

Mr. Uchtyl said he is just trying to follow a system, procedures, and process.

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Mr. Simpson informed Mr. Quayle that this Committee can't just make a ruling on this, but we can ask staff to evaluate if there is any way to give relief. Mr. Simpson said it will be tough to do because if we do it once, we will have to do this for everyone.

Mr. Quayle said he isn't going to be the only one person Pedicab trying to do this. He is not trying to make an exception for just him. The situation is when someone tries to start something new, it is stifled even before it starts. By charging me the \$300.00 is treating me like I am more than one person which is not fair.

V. Approval of Wednesday, March 9th, 2016 Operations-Planning Meeting Minutes

Hearing no objection, the Wednesday, March 9th, 2016 Operations/Planning Meeting minutes were approved

VI. Consent Agenda – None.

VII. Unfinished Business - None

VIII. New Business

1. Letter Ordering Anchored Vessel LUMBERMAN off CBJ Submerged Lands

Mr. Uchytel said at the last Board meeting to make room for the Manson Construction Derricks and 400'x50' pontoon being towed to Juneau, I directed Steve Hamilton and his vessels as well as the Lumberman owned by Lucas Drake out of the area to make room for Manson. At the April Board meeting, testimony was received from the Drake's which led the Board directing Mr. Uchytel to pursue a survey to determine the location of the Lumberman. We were looking into a survey and the quote that was provided was \$3,000. Subsequent to getting the quote, Manson came in and placed their derrick barges and pontoon on CBJ managed submerged lands. It is obvious from the location of all the anchored vessels now that the Lumberman is clearly anchored on CBJ submerged tidelands. He is not recommending to go through the process to get this area surveyed. He would like to move forward with directing Mr. Drake off CBJ submerged tidelands by September 1st. That is the date Manson will come back and relocate for the next phase of the 16B project. He said he received a call from Doug Trucano today and even though Docks & Harbors went through the Corps of Engineers and Coast Guard to locate the pontoon on our submerged lands, Petro Marine and their fuel barge believe it is hampering their ability to get into the fuel dock. Mr. Trucano is asking Docks & Harbors to work with Manson to relocate the pontoon.

Committee Questions

Mr. Donek asked if he knew how far the pontoon will need to come in to give enough room for the fuel barge?

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Mr. Uchtyl said no. The pontoon is located 1300' from the Petro Marine Dock. Last night the fuel barge needed to hire the tug the Kodiak King to help moor it. Docks & Harbors wants to be good neighbors and not impede traffic even though the Corp and Coast Guard are content with the location of the pontoon.

Public Discussion

Lucas Drake, Juneau, AK

He said he is the owner of the Lumberman. He wanted to know who determined the pontoon was located on CBJ submerged tidelands? It appears to be located in the navigable water area. He thought the need to move the Lumberman was dismissed. He would like to petition the Board to let everyone share the water.

Dennis Watson, Juneau, AK

He said in Mr. Uchtyl's letter, in the last sentence he stated he does not anticipate or allow vessels to use CBJ managed submerged tidelands in the future. He said he is unsure when the future is? Is it after the barge leaves? The way he reads the letter, Manson should not be in this area either. However, you say you are not allowing any vessels, but in fact you are allowing Manson to be there until next fall. He said another point is he sees a lot of vessels anchor out on CBJ Tidelands which come and go through the summer months and have for years. How does Docks & Harbors police this, and charge for the anchoring out?

Howard Lockwood, Juneau, AK

He asked who is Chilkat Surveying and Mapping and what are they going to use as a base for determining the CBJ lines?

Mr. Uchtyl said Chilkat Surveying is owned by Josh Ivaniszek. This is the surveyor used by Manson Construction and the surveyor Docks & Harbors provided a scope of work to give a quote for surveying the Lumberman location.

Mr. Lockwood asked what he uses for his starting point in establishing the lines?

Mr. Uchtyl said he doesn't know.

Mr. Simpson said he didn't survey this yet so he hasn't used any starting points.

Mr. Lockwood said it is going to be done and he has to start somewhere.

Mr. Simpson said Mr. Uchtyl is recommending the survey not be completed because it costs \$3,000.

Mr. Lockwood asked how do you establish the lines?

Mr. Simpson said that is what we are working on. We are not sure the lines in the areal maps are correct.

Doug Trucano, Juneau, AK

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He said the concrete float is in the way. Petro came in with a loaded fuel barge to our facility and they needed to take three passes to get in. When they went to leave, they needed to hire an assist tug to get out. The assist tug cost them \$1,000 per hour with a two hour minimum. If the City is going to leave the concrete float at the current location, they should be prepared to pay the charges for the assist tug. He said he knows Steve Hamilton is going to move all his boats and floats out of town, and there is plenty of room in front of that to put the concrete float. He has a hard time understanding the float has to be in the center of the channel. The Coast Guard chased Steve Daniels from that location when he was anchored there and now the concrete float is there. It's hard for him to understand why all of a sudden the Drakes have to move their boat just when they get ready to move the concrete float. Docks & Harbors knew since last October the float was going to be here. Docks & Harbors should have given the Drakes a good length of time to move the boat if it was going to create this much trouble.

Galen Drake, Juneau, Alaska

He said if you drive over the bridge and site down the end of the jetty and the breakwater, the concrete float is located way outside that. The position of the Lumberman never interfered with any of the traffic coming in for Petro Marine. He said doesn't understand why the concrete float is so far out in the channel. The float could have been placed inside their position or ahead of the Lumberman's position and on the same line. If you look at any of the surveys and look at the lines, you can see the position of the float is way outside the lines. The float is impeding vessel traffic up and down the channel. If no survey was completed, how was it determined that the concrete float is on CBJ submerged lands? Just by the Port Director saying it is on CBJ submerged lands, does it automatically make it CBJ land? When we worked on a location for the Lumberman, we worked with the actual survey plats to determine we are just outside the CBJ tidelands. Even outside the CBJ land, this causes another issue with DNR. We received a letter from them stating under no circumstance would they even issue a temporary permit to anchor anywhere north of the bridge. DNR also said once the Lumberman is moved, they have no intention in the future of ever allowing any vessel to anchor in this location because of the Challenger incident. I don't see how that can even fit in the State Constitution which gives citizens the right to use the waterways in the State of Alaska whether it is City or State owned. He would like to know who determined the concrete float was located on CBJ tidelands?

Mr. Simpson asked if there was insurance on the Lumberman?

Galen Drake said not at this time, but we could put a policy on it if it was deemed necessary.

Mr. Simpson said the concern is with the Challenger incident if something were to happen, who's liability is it?

Galen Drake said it would be our liability.

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Mr. Simpson asked if he thought the Lumberman would be insurable and has he tried to get insurance?

Galen Drake said yes the Lumberman is insurable, but he has not tried yet. He said with his boat in Aurora, if you don't have insurance, there is a policy that you can pay an additional \$6.50 a month extra in your moorage in the event you would have to be lifted.

Mr. Uchytel said it is \$.25 per lineal foot, but this is not an insurance policy.

Galen Drake said it is a fee that a person is charged when you are not insured. He said in his own way he is self insured. He would be liable for whatever happens. If CBJ would ask us to have insurance as a condition to stay where we are, he would get the insurance policy.

Committee Discussion/Action

Mr. Donek asked if it was fair to say that Manson's surveyor located their equipment location?

Mr. Uchytel said no.

Mr. Donek asked if Manson had some way of knowing they are located on CBJ tidelands?

Mr. Uchytel said we gave Manson everything we had to determine property lines.

Mr. Donek asked without a survey, how do we know Manson Construction is on our land.

Mr. Gillette said we don't.

Mr. Donek asked if Manson certified back to CBJ they were on our land?

Mr. Uchytel said we took the information provided by the Corps and the Coast Guard and gave that information to Manson. We have not heard anything saying they are on DNR land. DNR has said the Lumberman is on CBJ land. We have two issues. One is the issue of the Petro Marine barge not being able to get into the fuel dock. I will work with Manson on that. The other issue for tonight is what do we do with the Lumberman? What is the direction for me from the Board?

Mr. Donek said we do have a side issue now that needs to be corrected, but that is not the issue tonight.

Mr. Gillette said when Manson first proposed to bring the barge to this location, the vessels that were anchored there were notified to move. When the vessels didn't move, Manson said they could move the pontoon out further, but were nervous about being to close. They picked the location and it appeared to be in the boundary so that is where they set it.

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Mr. Bush asked if there was progress being made with Mr. Hamilton's removal of his vessels?

Mr. Uchytel said he is working on it.

Mr. Janes said at this time he is unsure the Lumberman is on CBJ Tidelands or not. If he is on CBJ Tidelands, then we talk about what the requirements are or if he is asked to leave. If the Lumberman is not on CBJ Tidelands, this topic is a moot point. A survey is critical for future direction.

Mr. Donek said he wants a survey because we are wasting our time.

Mr. Bush said he wanted to clarify what was said at the last Board meeting. One of the Drakes indicated that the Lumberland was not originally placed on CBJ Tidelands, however, it may have drifted since then.

Galen Drake said yes.

Mr. Bush asked Mr. Drake if it is determined the Lumberman is on CBJ Tidelands, would you still be willing to move your vessel when the crane to move it has returned to Juneau, as you stated at the last Board meeting?

Lucas Drake said that would be if we had a location to move it to. He has talked to the Coast Guard and just about everyone in town, there is nowhere else to go.

Mr. Bush said he recommends getting the survey.

Galen Drake said either way the survey goes, if we are on CBJ land, we have to move, if we are on DNR land, we have to move. DNR said they will not issue any permits north of the bridge. Either way they will have to move.

Mr. Simpson said going back to the statement in Mr. Uchytel's letter that Docks & Harbors has no intention of allowing anyone to moor on CBJ Tidelands. He is unsure that statement is accurate for the overall policy. This Board maintains Docks & Harbors Tidelands for the purpose of using them for something. They may be useful to somebody for something such as mooring the pontoon or other vessels that don't have anywhere else in the harbor system they can use. He said it is imperative that we know where the lines on the tidelands are. It would seem logical that staff could charge them a fee for mooring in CBJ Tidelands when there isn't any other place for them. He recommends a survey be completed that could be laid on an aerial photo. He asked Mr. Gillette if Manson could still move to a different location?

Mr. Gillette said they have the equipment, but not the operators. It is moored with an anchor system. If they made a mistake and is outside our property, they will have to move.

Mr. Simpson said even if it is in our property, it is still in the fairway.

Mr. Trucano said the pontoon is in a bad spot.

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Mr. Janes recommends getting a survey and have a discussion about the tidelands in front of the harbor. Does Docks & Harbor intend to make it available for boats that have nowhere else to go.

Mr. Donek said the Committee is in no position to make a motion. Staff needs to get a survey, and the issue with tideland use is something that needs to be discussed in the future.

MOTION By Mr. JANES: THAT STAFF INITIATE A SURVEY OF THE TIDELAND IN FRONT OF AURORA HARBOR AND PROVIDE THE COMMITTEE WITH THAT SURVEY AS SOON AS POSSIBLE AND ASK FOR UNANIMOUS CONSENT.

Mr. Simpson added a friendly motion that the survey would be able to be placed over an aerial photo that would be useful for regular people to tell where the line is.

Galen Drake said if they just determine the center line on the breakwater they can come out from there. He said his tug is 435' off the breakwater. The survey just needs to determine how far from the center of the breakwater the DNR line is.

Mr. Donek said Docks & Harbors is going to hire a professional surveyor to survey this area.

The motion passed with no objection.

Mr. Simpson asked Mr. Uchytel what he wanted the Drakes to do at this point and what time frame does something need to be done?

Mr. Uchytel said everything was driven by trying to accommodate Manson for the summer. Manson found a work around and he thought they were good for the summer, but he will re-engage Manson to reconfirm the location. He will contact Petro Marine to see what Docks & Harbors needs to do.

Mr. Simpson asked what timeframe is given to the Drakes?

Mr. Uchytel said his understanding from the Committee is to let them stay until a policy is in place.

Mr. Simpson said it would be fair to give them a deadline unless we change the policy.

Mr. Uchytel recommended September 1st because that is when Manson is coming back.

Mr. Janes said we need the survey first.

Mr. Simpson asked how long to get the survey finished?

Mr. Gillette said he is unsure but he is ready to move on it.

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Mr. Simpson said the Committee will defer further action until the survey is completed.

Mr. Mosher recommended to work with Manson to get them moved in and out of Petro Marines way sooner rather than later. He asked because the Lumberman basically can't be on the City or State Tidelands, for a short term solution, why don't the Drake's get an insurance policy on their vessel and move them in closer to the breakwater? He said it is important to get the Manson equipment moved in.

Mr. Simpson said the deadline is September 1st and that will give the Committee time to give it more thought.

Mr. Gillette said when Manson originally picked a location it was further in and the Drake's boat was in the way. If the survey shows they are outside the CBJ Tidelands and Docks & Harbors need to move them in to accommodate Petro Marine and to be back on our property, the Drake's boat could be in the way and will need to move.

2. Active Fishing Vessel Discount at Statter Harbor (05 CBJAC 20.044)

Mr. Uchtyl said this has been to the Harbor Fee Review Committee and the motion that is written came from that Committee. The only new information is a letter that came from Southeast Alaska Fisherman's Alliance that was a hand out.

Committee Questions - None

Public Discussion

Zac Worrell, Douglas, AK

He said he has been fishing for three years. He pay's his annual moorage in advance and ties up downtown. He said he leaves his stall June 12th and fishes north so he ties up in Auke Bay occasionally, He comes back downtown about November 14th. He said he was tied up in Auke Bay for more than 20 days so he paid the fees for Auke Bay, but the times I was tied up was late September and into November. Auke Bay is dead at that time and he doesn't see why he has to pay. He said he does not think it is right to make a fisherman sell local. He spends a lot of money in Juneau and feels it is encroaching on his business too much to sell fish at a loss to be able to tie up at Auke Bay. The whole time he is gone, Docks & Harbors has his slip rented out. This is like triple dipping, I paid my annual moorage, my slip is rented out, and I am paying again at Auke Bay.

Tim Mosher, Juneau, AK

He said this is a triple dip on everything. There is no reason a commercial operator shouldn't get 20 days in the summer. The days shouldn't count in the winter. He doesn't think it is appropriate to have to show a fish ticket.

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Dennis Watson, Juneau, AK

He said Auke Bay is empty in the winter because the slip holders, who pay annual moorage, take their boats out in the winter. Docks & Harbors will then lease those slips so they are collecting twice.

Mr. Mosher said that isn't recognizing the fish tax and the economic activity the fisherman are creating above and beyond the average person renting a stall for pleasure use.

Committee Discussion/Action

Mr. Janes said he doesn't think we have the ability to decide where fisherman should sell their fish. He believes if they are a Juneau resident and bring wealth to our economy we should support them. Paying their annual moorage upfront is enough to show they are local.

Mr. Bush said the concept and reason for exemption on moorage is for the fish tax landings. He suggests to leave it as is.

Mr. Simpson said the local sale requirement comes from the fact that this is where the fish tax lands when the fish land here. If they are sold somewhere else, the fish tax lands somewhere else so the economic impact is different. Is this where we want to go with this, or just give them a benefit because they are local?

MOTION By Mr. BUSH: TO MAKE NO CHANGE TO THE REGULATION EXCEPT TO CLARIFY THE REQUIREMENT THAT THE MOORAGE MUST BE PAID A YEAR IN ADVANCE. ALSO TO INSTRUCT STAFF THEY ONLY NEED TO SEE THE PROCESSOR NAME, BOAT NAME, AND DATE ON THE FISH TICKET AND ASKED FOR A ROLL CALL VOTE.

Mr. Bush – Yes

Mr. Donek – Yes

Mr. Janes – No

Mr. Simpson – Yes

The motion passed.

Mr. Simpson said this will move forward to the Regular Board.

IX. Items for Information

1. Aurora Harbor Phase II - Planning

Mr. Gillette said on the last page of the packet is a 2013 cost estimate from PND. Phase I of the Aurora Harbor project has been completed for approximately \$10M which included construction, design and inspection. The future phases are estimated to be \$11.86. Staff is anticipating receiving \$2M from DOT under the municipal harbors grant program and Docks & Harbors has to match that with \$2M. The \$4M grant funds are for construction use only. We then need to work on

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funding for permitting, planning, final design and inspection. The \$2M would come from Harbors account and also the design funds. Our goal is to work with PND and see if we can do the next three main floats, fingers, and attachments for the boat shelters for \$4M. The details for moving the boat shelters still need to be figured out.

Mr. Uchytel said we are going to move on the design for the next phase which includes the boat shelter floats. Staff is anticipating when Douglas is finished to move the boats from Aurora to Douglas. He asked how much the Committee wanted to be involved with making the decisions on moving the boat shelters?

Committee Discussion/Public Comment

Mr. Simpson asked if the rest of the Aurora Harbor project is split into two phases? What is the timing for the phases?

Mr. Gillette said the estimate to finish the rest of the Harbor is \$11.8M, but we only have access to \$4M is why we are phasing the rest of this project. Staff is hoping to have more funding to continue with the rest of the Harbor, but depending on funding will determine if that will need to be split in a smaller phase.

Mr. Uchytel said 1% sales tax will be a good opportunity to fund future phases when it comes up in October 2017.

Mr. Bush asked if we should do the other end of the Harbor before the boat shelter area of the Harbor?

Mr. Gillette said that is something that has been discussed, however it will probably be more expensive.

Mr. Donek said there are 21 boat shelters and some have split ownership. I think the Board needs to be well informed on what is going on with this project.

2. Harbor Waste Management Plan – No information, ran out of time.

X. Staff, Committee and Member Reports - None

XI. Committee Administrative Matters

1. Next Operations/Planning Committee Meeting – Wednesday, June 22nd, 2016.

XII. Adjournment

The Operations-Planning Committee Meeting adjourned at 6:28 pm.



June 21, 2016

PND 16J061

Mr. Gary Gillette
Port Engineer
CBJ Docks and Harbors Department
155 South Seward Street
Juneau, Alaska 99801

Re: Aurora Harbor Rebuild – Phase 2
Engineering Services Fee Proposal

Dear Mr. Gillette

PND Engineers, Inc. (PND) appreciates the opportunity to provide this fee proposal for design and construction phase engineering services on the Aurora Harbor Rebuild Phase 2 project. The scope of services under this proposal includes six tasks intended to move the project through planning, public involvement, site investigations, environmental permitting, final engineering designs and review submittals, preparation of bid ready contract documents, bid phase assistance, contract administration, and fabrication inspection and on site construction inspection.

Scope of Improvements, Project Budget & Schedule

The scope of Phase 2 construction improvements anticipated under this proposal is generally illustrated in the enclosed drawing entitled *Aurora Harbor Rebuild Master Plan dated July 2015*. The work includes Mainwalk Floats E, F & G at one consistent length, all associated 32' finger floats, Headwalk Float segment, utilities servicing Floats E, F & G and reconfiguration/reattachment of private boat houses to new Mainwalk Floats. Specific improvement items are listed in the attached preliminary cost estimate dated June 10, 2016. We further understand the existing finger floats on the south side of Float H are to be removed however there is no other work currently anticipated on any other floats under the Phase 2 scope.

The total project budget for Phase 2 Work is \$5.69 million including construction, contingency and indirect costs. Planning, permitting and design services are intended to commence this summer with the objective of being bid ready by the end of the calendar year as outlined in the attached schedule dated June 10, 2016.

Fee Proposal

PND will provide engineering services under six tasks and a detailed breakdown of the fees associated with each task is enclosed. A summary of the tasks and proposed fees follows.

Task	Task Description	Contract Method	Fee \$
1	Pre-Design Planning, Public Involvement, Survey Base Map, Geotechnical Research, Construction Sequencing & Permit Applications	T&E	\$43,650
2	35% Preliminary Design	FF	\$78,494
3	65% Design Development	FF	\$77,910
4	95% Final Design	FF	\$70,977
5	100% Bid Ready Documents & Bid Phase Assistance	FF	\$28,683
6	Contract Administration & Construction Inspection	T&E	\$298,771
Total	All Work Listed Above	As Shown	\$598,485

June 21, 2016

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PND proposes to perform Tasks 1 and 6 on a time and expenses reimbursable basis utilizing our standard billing rates at time of service due to the inherent uncertainties in the level of service required to complete that work. PND proposes to complete Tasks 2 through 5 on a fixed fee basis for the scope of improvements outlined in the attached master plan drawing and preliminary cost estimate. The fees indicated in the breakdown shall not be exceeded without prior written authorization from the CBJ.

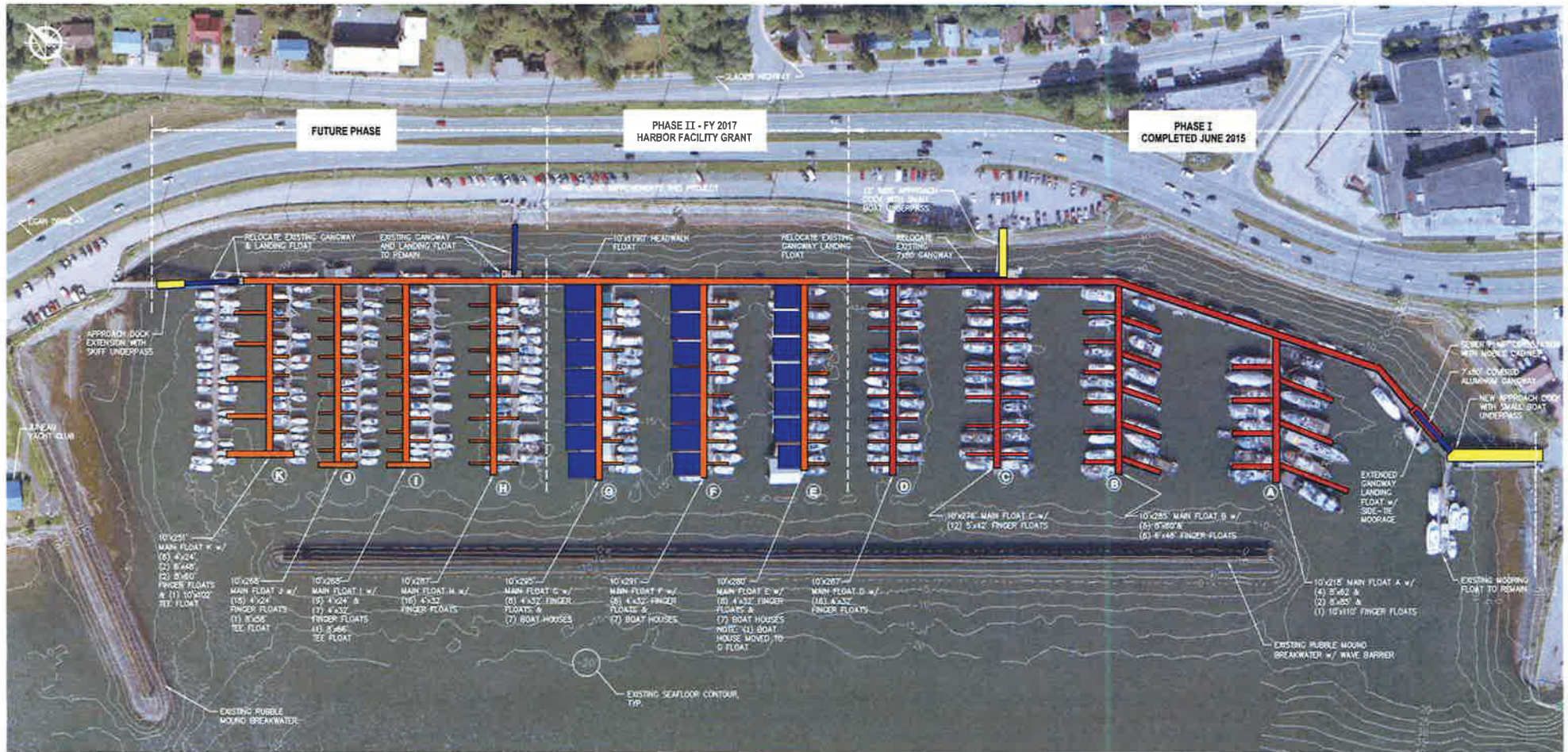
PND proposes to utilize Haight & Associates, Inc. for electrical engineering services. Together, we appreciate the opportunity to provide services to the CBJ on this important project. Thank you for reviewing the proposed scope, project budget, professional fees and schedule. Please let me know if we have perceived your needs appropriately for this project. We are available to commence immediately and look forward to working with the Docks and Harbors Department towards the successful completion of this exciting moorage project.

Sincerely,
PND Engineers, Inc. | Juneau Office

A handwritten signature in blue ink, appearing to read "Dick Somerville".

Dick Somerville, P.E.
Vice President

Enclosures



MOORAGE TYPE	EXISTING MOORAGE	PROPOSED MOORAGE
24 FT	14	7
32 FT	13	13
COVERED MOORAGE (14' TO 45')	42	42
42 FT	3	26
48 FT	0	18
50 FT - 63 FT	20	27
63 FT	0	3
100 - 110 FT	0	3

NOTE:
ADDITIONAL SMALL VESSEL SIDE-TIE MOORAGE IS AVAILABLE ON SHORE SIDE OF HEADWALK FLOAT, NOT COUNTED IN EITHER EXISTING OR PROPOSED MOORAGE SUMMARY. APPROX. 35 VESSELS (UP TO 24' LENGTH).

AURORA HARBOR REBUILD MASTER PLAN

SCALE IN FEET
0 40 80 160 FT



P N D
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**AURORA HARBOR
REBUILD**

SHEET TITLE: **MASTER PLAN**

DATE: 7/2015 PROJECT NO.: 157046

1



AURORA HARBOR REBUILD - PHASE 2
FLOATS E, F & G
PRELIMINARY ENGINEER'S ESTIMATE
Prepared on: June 10, 2016



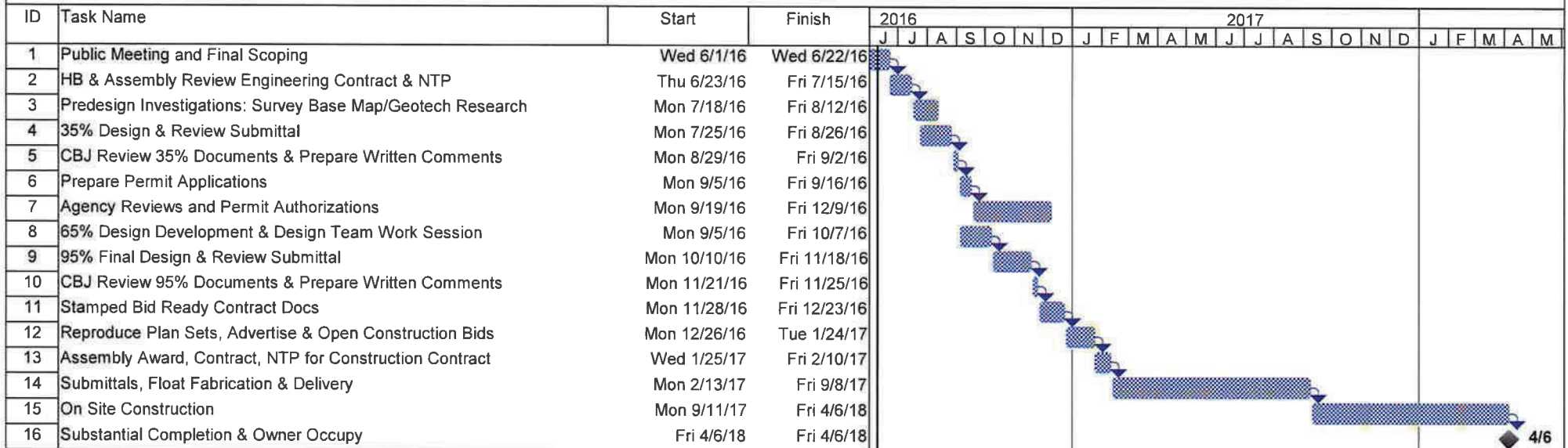
BASE BID					
Item	Item Description	Units	Quantity	Unit Cost	Amount
1505.1	Mobilization	LS	All Req'd	\$372,725	\$372,725
2060.1	Demolition & Disposal	LS	All Req'd	\$250,000	\$250,000
2702.1	Construction Surveying	LS	All Req'd	\$15,000	\$15,000
2895.1	Headwalk Float, 10' x 460'	SF	4,600	\$120	\$552,000
2895.6	Main Float E, 10' x 295'	SF	2,950	\$125	\$368,750
2895.7	Main Float F, 10' x 295'	SF	2,950	\$125	\$368,750
2895.8	Main Float G, 10' x 295'	SF	2,950	\$125	\$368,750
2895.14	4' x 32' Finger Float	EA	24	\$18,000	\$432,000
2895.22	10' x 12' Electrical Float	EA	1	\$25,000	\$25,000
2895.23	Boat House Connection to Main Float	EA	21	\$5,000	\$105,000
2896.1	Steel Pipe Pile, 12.75" dia. x 0.500" thick	EA	16	\$6,000	\$96,000
2896.2	Steel Pipe Pile, 16" dia. x 0.500" thick	EA	30	\$7,500	\$225,000
2897.1	Supply Flotation Billet	EA	40	\$250	\$10,000
2897.2	Install Flotation Billet	EA	40	\$400	\$16,000
2899.1	Life Ring Cabinet and Base	EA	10	\$1,600	\$16,000
2899.2	Fire Extinguisher Cabinet and Base	EA	12	\$1,500	\$18,000
2899.3	Hose Mount and Base	EA	10	\$900	\$9,000
5120.1	Electrical Support Assemblies	LS	All Req'd	\$40,000	\$40,000
16000.1	Electrical System	LS	All Req'd	\$800,000	\$800,000
16000.2	Spare Electrical Equipment	LS	All Req'd	\$12,000	\$12,000
ESTIMATED BASE BID PRICE					\$4,099,975

ADDITIVE ALTERNATE A

1505.1	Mobilization	LS	All Req'd	\$39,600	\$39,600
2601.1	Domestic Water System	LS	All Req'd	\$250,000	\$250,000
2611.1	Dry Fire Suppression Line	LS	All Req'd	\$140,000	\$140,000
2896.3	Contingent Work - Pile Socket	CEA	16	\$6,000	\$96,000
ESTIMATED ADD ALT A BID PRICE					\$525,600

TOTAL ESTIMATED BASE BID + ADD ALT A BID PRICE	\$4,625,575
CONTINGENCY (10%)	\$462,558
PLANNING, PUBLIC INVOLVEMENT, PERMITTING & SITE INVESTIGATIONS (1%)	\$46,256
DESIGN ENGINEERING, CONTRACT ADMIN & INSPECTION (12%)	\$555,069
TOTAL RECOMMENDED PROJECT BUDGET	\$5,689,457

AURORA HAROR REBUILD - PH II PRELIMINARY PROJECT SCHEDULE FLOATS E, F & G



4/6

PND No. 16J061
June 10, 2016

Task		External Tasks		Manual Summary Rollup	
Split		Project Summary		Manual Summary	
Milestone		External Milestone		Start-only	
Summary		Inactive Task		Finish-only	
Rolled Up Task		Inactive Milestone		Progress	
Rolled Up Split		Inactive Summary		Deadline	
Rolled Up Milestone		Manual Task			
Rolled Up Progress		Duration-only			



PND Engineers, Inc.
Aurora Harbor Rebuild Phase 2 - Floats E, F & G
Engineering Services Fee Proposal - June 21, 2016
PND Proposal No. 16J061

Fee Summary

Task	Description	Contract Basis	Fee \$
1	Pre-Design Planning, Public Involvement, Survey Base Map, Geotechnical Research, Construction Sequencing & Permit Applications	T&E	\$43,650
2	35% Preliminary Design	FF	\$78,494
3	65% Design Development	FF	\$77,910
4	95% Final Design	FF	\$70,977
5	100% Bid Ready Documents & Bid Phase Assistance	FF	\$28,683
6	Contract Administration and Construction Inspection	T&E	\$298,771
Total			\$598,485



PND Engineers, Inc.
Aurora Harbor Rebuild Phase 2 - Floats E, F & G
Engineering Services Fee Proposal - June 21, 2016
PND Proposal No. 16J061

Scope of Services

Scope of Services	PND Senior Engineer VII	PND Senior Engineer VI	PND Senior Engineer II	PND Senior Engineer I	PND Staff Engineer V	PND Staff Engineer IV	PND Tech VI	PND Tech V	PND CAD Designer VI	PND CAD Designer V	Line Item Costs	Task Subtotal Costs
	\$180.00	\$165.00	\$125.00	\$115.00	\$110.00	\$105.00	\$125.00	\$110.00	\$110.00	\$100.00		
Task 1: Pre-Design Planning, Public Involvement, Survey Base Map, Geotechnical Research, Construction Sequencing & Permit Applications												
1. Project management & admin: client and subconsultant work sessions & correspondence	16							8			\$3,760	
2. Site & covered shelter field reconnaissance.	2	4	16	8							\$3,940	
3. Research available background investigation reports and pile driving records and prepare new pile foundation recommendations. No field investigations included.	2	4	8	8							\$2,940	
4. Site Basemap: Compile field asbuilt survey data for Floats D, E, F, G & H; merge with Phase 1 topo survey & develop new project basemap of existing conditions.	2	2	4	12			16				\$4,570	
5. Prepare construction sequencing options for Phase 2 floats. Review equipment and installation operations with local contractors and make modifications and final plan recommendations as required. Review with D&H prior to public meeting.	8	12	24							12	\$7,620	
6. Public Meeting No. 1 - Prepare for and conduct Open House style presentation at Yacht Club.	8	4	8							8	\$3,900	
7. Two public presentations at Harbor Board Meetings - prepare for and conduct presentations. Assume minor revisions to concept plans and cost estimates following each meeting.	8	8	12							8	\$5,060	
8. Prepare letter report outlining preferred alternative for moving forward to final design and update project budget.	2	2	8								\$1,690	
9. Local, state and federal permit applications, prepare purpose & need statement, develop project description, regulatory agency coordination/pre-application meetings, prepare application drawings, assume NWP application and GPAC, CWA 401 Water Quality Certification. ADEC Water System Plan Review. Fire Marshal Review. Prepare written responses to agencies. Assume no dredging.	4	2	8	24		32	12				\$9,670	
Total Estimated Manhours	52	38	88	52		32	28	8		28		\$43,150
Estimated Third Party Expenses												
Misc Expenses	Reproduction and public involvement consumables - D&H provides meeting room.										\$500	\$500
TOTAL ESTIMATED FEE TASK 1 (T&E)												\$43,650



PND Engineers, Inc.
Aurora Harbor Rebuild Phase 2 - Floats E, F & G Only
Engineering Services Fee Proposal - June 21, 2016
PND Proposal No. 16J061

Scope of Services

Scope of Services	PND Senior Engineer VII	PND Senior Engineer VI	PND Senior Engineer II	PND Senior Engineer I	PND Staff Engineer V	PND Staff Engineer IV	PND Tech VI	PND Tech V	PND CAD Designer VI	PND CAD Designer V	Line Item Costs	Task Subtotal Costs
	\$180.00	\$165.00	\$125.00	\$115.00	\$110.00	\$105.00	\$125.00	\$110.00	\$110.00	\$100.00		
Task 2: 35% Preliminary Design												
1. Project management & admin: client and subconsultant work sessions, correspondence & clerical	12							8				\$3,040
2. Demolition & salvage plan & material item summary - floats, covered shelters, piles & utilities	2	4	8	2						4		\$2,650
3. Overall site plan - layout & survey control	2	4	8	2						4		\$2,650
4. Headwalk Float	2	16	32	8						24		\$10,320
5. Mainwalk Floats E, F & G	4	16	48	8						24		\$12,680
6. Finger Floats & Hinge Assemblies	2	8	8							4		\$3,080
7. Covered Shelter Float Structural Attachments & Layout	4	12	24							4		\$6,100
8. Specialized Floatation Assemblies	2	8	8							2		\$2,880
9. Mooring Piles	2	4	12							4		\$2,920
10. Domestic Water System	2	2	4	16						6		\$3,630
11. Dry Fire Line	2	2	4	16						6		\$3,630
12. Safety Equipment - Life rings & fire extinguishers	1	2	4	2						2		\$1,440
13. Signage	1	2	4	2						2		\$1,440
14. Electrical & lighting structural supports	2	4	12	4						4		\$3,380
15. Specification outline	2	4	4	4				4				\$2,420
16. Material quantity computations and cost estimate	2	4	4	4								\$1,980
17. Prepare 35% Design Review Submittal & Cover Letter	4	2	2	2						8		\$2,330
18. Attend D&H 35% Review Work Session & Prepare Responses	4	8	8	8								\$3,960
Total Estimated Manhours	52	102	194	78				12		98		
Estimated Third Party Expenses												
Misc Expenses	Reproduction consumables											\$500
Haight & Associates	Electrical Engineering											\$6,740
Admin Fee	10% of Third Party Expenses											\$724
TOTAL FIXED FEE TASK 2 (FF)												\$78,494



PND Engineers, Inc.
Aurora Harbor Rebuild Phase 2 - Floats E, F & G Only
Engineering Services Fee Proposal - June 21, 2016
PND Proposal No. 16J061

Scope of Services

Scope of Services	PND Senior Engineer VII	PND Senior Engineer VI	PND Senior Engineer II	PND Senior Engineer I	PND Staff Engineer V	PND Staff Engineer IV	PND Tech VI	PND Tech V	PND CAD Designer VI	PND CAD Designer V	Line Item Costs	Task Subtotal Costs
	\$180.00	\$165.00	\$125.00	\$115.00	\$110.00	\$105.00	\$125.00	\$110.00	\$110.00	\$100.00		
Task 3: 65% Design Development												
1. Project management & admin: client and subconsultant work sessions, correspondence & clerical	12							8			\$3,040	
2. Demolition & salvage plan & material item summary - floats, covered shelters, piles & utilities	2	4	8	2						4	\$2,650	
3. Overall site plan - layout & survey control	2	2	4	2						4	\$1,820	
4. Headwalk Float	2	16	40	4						24	\$10,860	
5. Mainwalk Floats E, F & G	2	16	40	4						24	\$10,860	
6. Finger Floats & Hinge Assemblies	2	4	8							4	\$2,420	
7. Covered Shelter Float Structural Attachments & Layout	2	12	16							4	\$4,740	
8. Specialized Floatation Assemblies	2	8	8							2	\$2,880	
9. Mooring Piles	2	4	8							2	\$2,220	
10. Domestic Water System	1	2	4	16						8	\$3,650	
11. Dry Fire Line	1	2	4	16						8	\$3,650	
12. Safety Equipment - Life rings & fire extinguishers	1	1	4	2						2	\$1,275	
13. Signage	1	1	4	2						2	\$1,275	
14. Electrical & lighting structural supports	2	4	12	4						4	\$3,380	
15. Preliminary Technical Specifications	2	8	12	6				8			\$4,750	
16. Material quantity computations and cost estimate	1	2	4	4							\$1,470	
17. Design Team Work Session & Technical Coordination	4	4	4	4							\$2,340	\$63,280
Total Estimated Manhours	41	90	180	66				16		92		
Estimated Third Party Expenses												
Misc Expenses	Reproduction consumables										\$500	
Haight & Associates	Electrical Engineering										\$12,800	
Admin Fee	10% of Third Party Expenses										\$1,330	\$14,630
TOTAL FIXED FEE TASK 3 (FF)												\$77,910



PND Engineers, Inc.
Aurora Harbor Rebuild Phase 2 - Floats E, F & G Only
Engineering Services Fee Proposal - June 21, 2016
PND Proposal No. 16J061

Scope of Services

Scope of Services	PND Senior Engineer VII	PND Senior Engineer VI	PND Senior Engineer II	PND Senior Engineer I	PND Staff Engineer V	PND Staff Engineer IV	PND Tech VI	PND Tech V	PND CAD Designer VI	PND CAD Designer V	Line Item Costs	Task Subtotal Costs
	\$180.00	\$165.00	\$125.00	\$115.00	\$110.00	\$105.00	\$125.00	\$110.00	\$110.00	\$100.00		
Task 4: 95% Final Design												
1. Project management & admin: client and subconsultant work sessions, correspondence & clerical	12							8			\$3,040	
2. Demolition & salvage plan & material item summary - floats, covered shelters, piles & utilities	1	2	4	2						2	\$1,440	
3. Overall site plan - layout & survey control			2	1							\$365	
4. Headwalk Float	2	16	32	4						24	\$9,860	
5. Mainwalk Floats E, F & G	2	12	36	4						24	\$9,700	
6. Finger Floats & Hinge Assemblies	1	2	8							4	\$1,910	
7. Covered Shelter Float Structural Attachments & Layout	1	8	16							4	\$3,900	
8. Specialized Floatation Assemblies	1	4	8							2	\$2,040	
9. Mooring Piles	1	2	4							2	\$1,210	
10. Domestic Water System	1	2	4	16						8	\$3,650	
11. Dry Fire Line	1	2	4	16						8	\$3,650	
12. Safety Equipment - Life rings & fire extinguishers	1	1	2	1						1	\$810	
13. Signage	1	1	2	1						1	\$810	
14. Electrical & lighting structural supports	1	2	8	2						4	\$2,140	
15. Final Specifications & Contract Documents	4	8	12	8				8			\$5,340	
16. Material quantity computations and cost estimate	1	2	4	2							\$1,240	
17. Prepare 95% Design Review Submittal & Cover Letter	4	2	2	2						8	\$2,330	
18. Attend D&I 95% Review Work Session & Prepare Responses	4	4	4	4							\$2,340	\$55,775
Total Estimated Manhours	39	70	152	63				16		92		
Estimated Third Party Expenses												
Misc Expenses	Reproduction consumables										\$500	
Haight & Associates	Electrical Engineering										\$13,320	
Admin Fee	10% of Third Party Expenses										\$1,382	\$15,202
TOTAL FIXED FEE TASK 4 (FF)												\$70,977



PND Engineers, Inc.
Aurora Harbor Rebuild Phase 2 - Floats E, F & G Only
Engineering Services Fee Proposal - June 21, 2016
PND Proposal No. 16J061

Scope of Services

Scope of Services	PND Senior Engineer VII	PND Senior Engineer VI	PND Senior Engineer II	PND Senior Engineer I	PND Staff Engineer V	PND Staff Engineer IV	PND Tech VI	PND Tech V	PND CAD Designer VI	PND CAD Designer V	Line Item Costs	Task Subtotal Costs
	\$180.00	\$165.00	\$125.00	\$115.00	\$110.00	\$105.00	\$125.00	\$110.00	\$110.00	\$100.00		
Task 5: 100% Bid Ready Documents & Bid Phase Assistance												
1. Project management & admin: client and subconsultant work sessions, correspondence & clerical	8								2		\$1,660	\$21,335
2. Address all final review comments from CBJ	2	6	12	6					2	8	\$4,560	
3. Conduct Internal QA Design Audit - plans, specs, calculations, cost estimate, schedule, bid documents	8	8	16	8					2	8	\$6,700	
4. Prepare final stamped bid ready documents	4	4	8	8				4		4	\$4,140	
5. Conduct prebid conference	2	3	3	3							\$1,575	
6. Provide bidder responses and prepare addenda	2	4	8	4				2			\$2,700	
Total Estimated Manhours	26	25	47	29				6	6	20		
Estimated Third Party Expenses												
Misc Expenses	Reproduction and misc. consumables										\$500	\$7,348
Haight & Associates	Electrical Engineering										\$6,180	
Admin fee	10% of Third Party Expenses										\$668	
TOTAL FIXED FEE TASK 5 (FF)												\$28,683



PND Engineers, Inc.
Aurora Harbor Rebuild Phase 2 - Floats E, F & G Only
Engineering Services Fee Proposal - June 21, 2016
PND Proposal No. 16J061

Scope of Services

Scope of Services	PND Senior Engineer VII	PND Senior Engineer VI	PND Senior Engineer II	PND Senior Engineer I	PND Staff Engineer V	PND Staff Engineer IV	PND Tech VI	PND Tech V	PND CAD Designer VI	PND CAD Designer V	Line Item Costs	Task Subtotal Costs	
	\$180.00	\$165.00	\$125.00	\$115.00	\$110.00	\$105.00	\$125.00	\$110.00	\$110.00	\$100.00			
Task 6: Contract Administration and Construction Inspection													
1. Contract administration - Contract and subcontract agreements, CA/CI file system, direct subconsultants & PND inspectors, prepare contract correspondence, pay applications, change orders, FO's, RFI's, DCM's. Assume 56 weeks (March 1, 2017 to April 1, 2018)	80	160	200					50			\$71,300	\$279,700	
2. Conduct Preconstruction Conference & Prepare Minutes	2	2	4								\$1,190		
3. Structural Submittal Reviews - timber floats, piles, structural steel, transition plates, fabrication work plans	4	40	80		20			8			\$20,400		
4. Civil & Mechanical Submittal Reviews - water system & fire suppression	2		4	32	12			4			\$6,300		
5. Design assistance for scope changes, unanticipated site conditions, review proposed substitutions, coordination with CBJ utilities	4	12	24	8				2		8	\$7,640		
6. Attend weekly progress meetings with CBJ & Contractor, prepare written progress reports	12	20	60					8			\$13,840		
7. Fabrication periodic inspections for piles, structural steel & floats: photos & reports - periodic basis 16 hrs/wk x 20 weeks	8	40	320					16			\$49,800		
8. On site construction inspections w/ daily reports & photos - assume 1 inspector on site 16 weeks at 50 hrs/wk through substantial completion					800			16			\$89,760		
9. Substantial Completion Inspection & Prepare Final Punch List	2	4	8	4							\$2,480		
10. Punch List Inspections through Final Completion, Contract Closeout Documentation, O&M Manual	4	8	80	8				4			\$13,400		
11. Transfer contractor provided as-built data to electronic files	2	2	4							24	\$3,590		
Total Estimated Manhours	120	288	784	52	832			108		32			
Estimated Third Party Expenses													
Haight & Associates	Electrical Engineering											\$12,355	\$19,071
Meal Perdiem Allowance	60 mandays * \$30 (half days)											\$1,800	
Travel Allowance	Mileage for fabrication inspections											\$1,500	
Misc. Expenses	Job consumables, fuel, freight, small tools, field supplies, lab testing, other misc., etc.											\$2,000	
Admin Fee	10% of Third Party Expenses											\$1,416	
TOTAL ESTIMATED FEE TASK 6 (T&E)												\$298,771	

PRICE PER TASK SUMMARY

 HAI HIGHT & ASSOCIATES CONSULTING ELECTRICAL ENGINEERING				PROJECT TITLE: Aurora Harbor Phase II, Floats E, F, & G (HAI 137-116)				DATE: 20 June 2016		
TOTAL FEE: \$51,395										
TIME (hours)										
Method of Payment	TASK	DESCRIPTION	Principal Engineer	Project Engineer	Staff Engineer	Designer CAD	CAD Technical	Administrative	Expenses	Total
Fixed	1	Preliminary Engineering	20	0	24	0	0	0	\$0	\$6,740
Fixed	3	Design Development	14	0	54	0	34	2	\$0	\$12,800
Fixed	4	Pre-Construction Documents	10	0	58	0	44	0	\$0	\$13,320
Fixed	5	Final Construction Documents	6	0	14	0	14	0	\$0	\$4,130
Fixed	6	Bidding	4	0	10	0	0	0	\$0	\$2,050
Fixed	7	Construction Administration	1	0	46	0	8	0	\$0	\$7,065
Fixed	8	Site Visits	4	0	34	0	0	0	\$0	\$5,290
Total Time (Hrs)			59.00	0.00	240.00	0.00	100.00	2.00		
Fee Schedule (\$ per hour)			\$175.00	\$150.00	\$135.00	\$95.00	\$85.00	\$85.00		
ESTIMATED TOTALS			LABOR	CBJ SALES TAX	EXPENSES	TOTAL COST				
Haight & Associates, Inc.			\$51,395	\$0	\$0	\$51,395				

After Recording Please Return to:
City and Borough of Juneau
Attn: Carl Uchytel, P.E., Port Director
155 S. Seward Street
Juneau, AK 99801

LEASE FOR ATS 33

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 Andrew’s Marina, Inc., a corporation organized under the laws of the State of Alaska (with its principal place of business in Juneau, Alaska), a, 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:

City and Borough of Juneau
Attn: Carl Uchytel, P.E.
155 S. Seward Street
Juneau, AK 99801
Phone: (907) 586-0292
Fax: (907) 586-0295
Email: Carl.Uchytel@juneau.org

Lessee:

Andrew’s Marina, Inc.
Attn: Sharon Andrew
P.O. Box 210256
Auke Bay, AK 99821
Phone: (907) 789-7312

PART III. LEASE DESCRIPTION. 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.

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

By: _____
Sharon Andrew
Secretary, Andrew's Marina, Inc.

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

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:

Date: _____

CBJ ACKNOWLEDGMENT

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 Uchytíl**, 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.

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

Approved as to Form: _____, 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 subject to this lease is also known as Fishermen’s Bend. The Leased Premises are described as follows:

Alaska Tidelands Survey No. 33, according to the plat filed in the Juneau Recording District on January 11, 2001, as Plat #2001-6, containing 1.247 acres, more or less.

The Leased Premises, depicted on Plat 2001-6 are subject to any legally enforceable encumbrances. A copy of Plat 2001-6 is attached as Exhibit A.

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. 2016-_____, adopted by the City and Borough of Juneau Assembly on _____, 2016 and effective 30 days thereafter.

3. TERM

The parties agree that it was their intent to enter into this lease arrangement for the 35 year period starting April 26, 2016. Accordingly, the parties agree and intend that this lease shall be interpreted as having the effective date be retroactive to April 26, 2016. The parties agree and consent to being bound by the terms of this agreement as if it had been entered into as of April 26, 2016.

The term of the lease is 35 years and shall remain in effect until April 25, 2051, unless sooner terminated.

4. LEASE PAYMENTS AND ADJUSTMENTS

- a) The annual rent for the first year of the lease, April 26, 2016 – April 25, 2017, shall be **\$5,549.50**. Lessee shall pay the CBJ a monthly payment of four hundred and sixty-two dollars and forty-six cents (\$462.46). Payments shall be made to City and Borough, 155 S. Seward Street Juneau, AK 99801 and reference D&H Lease ATS 33.
- 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 Lease. Payments for any partial month at the beginning or end of the Lease term shall be prorated.
- c) The first monthly payment of \$462.46 shall be paid on or before August 1, 2016.
- d) For the 95 day period from April 26, 2016, until August 1, 2016, the prorated rent (\$15.20 per day) shall be one thousand four hundred and forty-four dollars and thirty-nine cents (\$1,444.39). If Lessee has not paid the \$1,444.39 for the lease period prior to

August 1, 2016, the Lessee shall pay the City the required lump sum amount. Lessee has paid the City _____ for the leased period prior to August 1, 2016. The Lessee shall pay a one-time catch up payment to the City in the amount of _____, which is due within sixty days from the date this lease is executed.

- e) 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.
- f) Beginning with the first year (2021) 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. 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 Leased Premises for a small boat moorage. Should Lessee wish to further development the Leased Premises, Lessee shall be 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. Lessee shall be responsible for obtaining all necessary permits and approvals for Lessee's development of the Leased Premises.

6. TAXES

Lessee is hereby on notice that this lease may make all or a portion of the Leased 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 Leased Premises.

7. UTILITIES AND SERVICES

If the Lessee wants utilities or services provided to the Leased 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

Lessee shall provide a certification of proper insurance coverage to the CBJ. Lessee has secured and agrees to keep and maintain in full force and effect, at its own expense, the insurance approved by CBJ Risk Management as outlined below. All insurance required under this contract shall name the CBJ as an additional insured, except with respect to Workers Compensation policies. At least 30 days prior to the cancellation, non-renewal or reduction in the amount of coverage, Lessee shall provide written notice to the CBJ's Risk Management. The

Lessee's insurance shall be primary and any insurance maintained by the CBJ shall be non-contributory. Failure of CBJ to demand such certificate or other evidence of full compliance with these insurance requirements or failure of CBJ to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of the Contractor to maintain the insurance required by this contract.

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.

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 CBJ shall 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.**

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.

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 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 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 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.

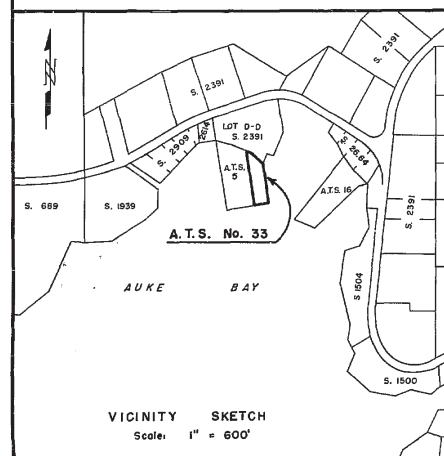
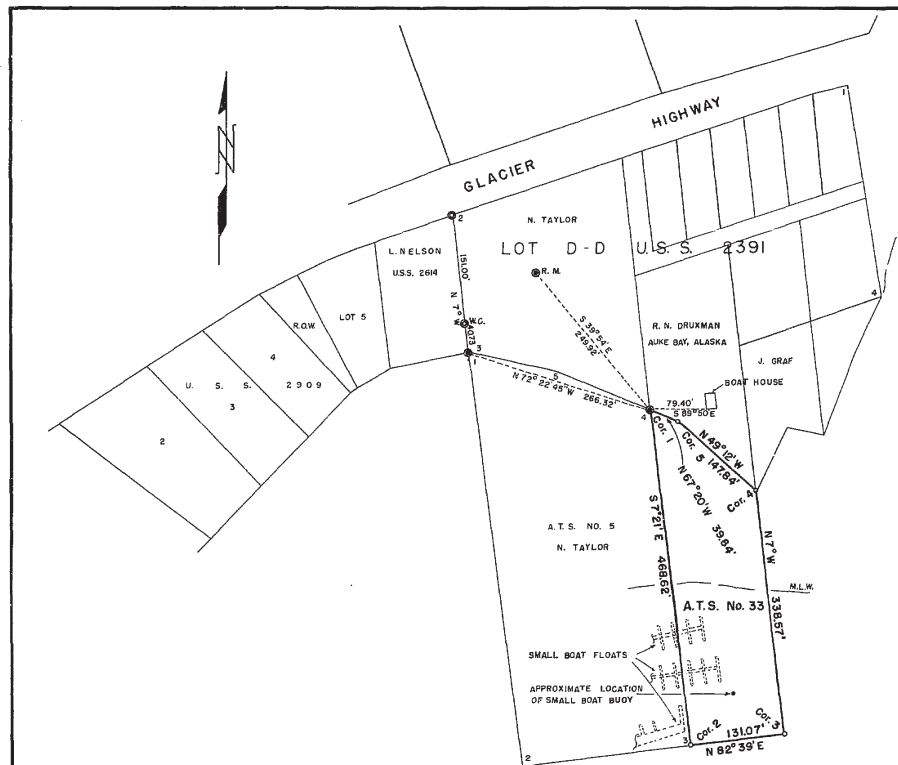
APPENDIX C: STANDARD PROVISIONS

- (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 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) **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, 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 attorneys 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.



AUKE BAY

LEGEND

- Indicates existing brass cap monument (BLM).
- Indicates existing brass cap monument (Alaska Tidelands Survey).
- No monument set.

NOTES:
Bearings established from existing monuments in Lot D-D, U. S. Survey No. 2391.
(Corner No. 2, and W. C., Corner No. 3, N. C.)

ENGINEER'S CERTIFICATE

I hereby certify that I am registered to practice land surveying in Alaska and that this plat represents a survey made by me or under my direct supervision, and the monuments shown hereon actually exist as located, and that all dimensional and other details are correct to the best of my knowledge.

Feb. 28, 1961

Registration No. 777-C



DESCRIPTION

Beginning at corner No. 1, a 3 in. brass cap on a 1 1/2 in. by 30 in. concrete filled pipe, set flush with the ground surface, identical with corner No. 4, Alaska Tidelands Survey No. 5 (CR40S65E).

Thence from corner No. 1, by metes and bounds,

S. 70° 21' E., 468.62 ft., to corner No. 2;
N. 82° 39' E., 131.07 ft., to corner No. 3;
N. 70° W., 338.57 ft., to corner No. 4;
N. 19° 12' W., 117.84 ft., to corner No. 5;
N. 67° 20' W., 39.84 ft., to corner No. 1,
the place of beginning.

Latitude 58° 23' N. Longitude 134° 39' W.

At Corner No. 1

Area: 1.247 Acres

Tidelands Lease Applicant: Robert N. Druksman, Auke Bay, Alaska

ADL 02480

DATE OF SURVEY:
Beginning: January 6, 1961
Ending:

TONER & NORDLING
REGISTERED ENGINEERS
JUNEAU, ALASKA

ALASKA DIVISION OF LANDS
STATE OF ALASKA
ANCHORAGE, ALASKA

ALASKA TIDELANDS SURVEY
NO. 33 (CR40S65E)

Drwn. By:
C.R.T.

Approved:

Date Approved:
3-13-61

Approved:

Director of Lands

Scale:
1" = 100'

Checked:
DJ

File No.
ATS 33

Please file by ATS No 33

MAR 20 1961

MICROFILMED

MAR 20 1961

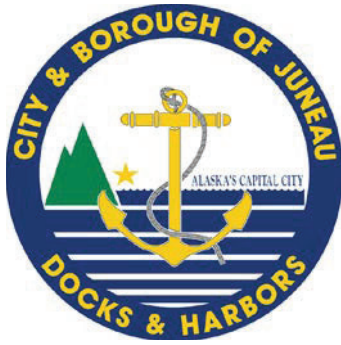
Sent: Wednesday, June 22, 2016 2:13 PM
To: Carl Uchytel
Subject: Tarps on vessels

Honorable Board Members and Port Director,

I am writing concerning the agenda item about tarps on vessels in Juneau harbors. I am against any restrictions on the use of tarps on vessels. There are many uses of a tarp in a rain forest, from protecting fishing gear, protecting personel gear, making repairs to a vessel, or even keeping rain off a leaky portlight or deck.

I hope the Docks and Harbors committee will not restrict the harbor patrons from using tarps in a rain forest. I suggest the committee take no action on this issue and let it die.

Thank you,
Drew Maples
S/V Borealis
Auke Bay



Port of Juneau

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

From: Port Director
To: Docks & Harbors Board
Date: June 17th, 2016
Re: BOAT SHELTER – FOR SALE

1. In accordance with 05 CBJAC 40.020, Louis Bandirola has provided notice of his intention to sell Boat Shelter G29 in Aurora Harbor (provided that his boat, the Shirley B, is sold independently). Docks & Harbors has the first right of refusal to purchase these structures 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. I recommend waiving Docks & Harbors’ right of first refusal allowing Louis Bandirola to sell his Boat Shelter on the open market.

#

Land Use Master Planning: Bridge Park to Norway Point

The next big thing for Juneau waterfront development is here

The City and Borough of Juneau is actively working to develop a vision and master plan for the uplands between the Juneau-Douglas Bridge and Norway Point that reflect the needs and desires of our community while enhancing Juneau as a port city. The public is invited to provide input to develop the master plan for the Docks and Harbors managed uplands at Norway Point; Aurora Harbor; Juneau Fisheries Terminal; Harris Harbor; and Juneau-Douglas Bridge uplands. Corvus Design of Juneau is taking the lead on this project team, which includes Northwind Architects, PND Engineers, and Rain Coast Data. The first public meeting has been held in this process, which was the first step towards creating a vision that will reflect the community's priorities and needs. The final plan is anticipated to be completed in November 2016.



**Want to learn
more?**

Project Contact List: Sign up by sending an email to
meilani@raincoastdata.com

BRIDGE PARK TO NORWAY POINT FIRST PUBLIC MEETING SUMMARY

On May 18th, the first public meeting was held to develop a vision and master plan for the uplands between Bridge Park and Norway Point that reflect the needs and desires of our community. There were nearly 60 interested citizens in attendance. This is a summary of that meeting.

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Expand marine services capability: Twenty seven people commented that additional and/or expanded fisheries support facilities were needed. The addition of a 150-300 ton lift (8 comments) was cited as the most pressing need. Other suggestions included a crane, haulout facility, welding and boat maintenance shops, maritime hydraulic services, additional boat storage, and filling uplands to meet these needs. **Background:** Juneau vessel owners in the project area find they have limited options for making repairs and upgrades to their vessels. There are also limited areas to store vessels in Juneau out of the water. There are clear opportunities here in terms of providing greater services to vessel owners, more robust haul out options, and increased vessel storage space. Juneau has a 35 ton lift, storage/workspace for 10 vessels, and 5-6 people employed in the summer. To compare, Wrangell Port & Harbors operates a 150-ton marine travel lift, a 300-ton ASCOM boat lift and has upland storage for over 85 boats, and employment for approximately 50 people. Harris Commercial Marine staff see a need for a 150 ton travel lift in addition to the existing smaller one. Adding more workstations so that people can work on boats or hire people to work on their boats, more uplands boat storage, and more space for those who work on boats would all bring more spending into our community.



21

Improve safe & efficient access to/from Egan Drive and between the harbors: Improved access to the harbor was among the top concerns for respondents, with 21 comments saying it was the most-needed improvement. The majority of those citing access commented specifically on the hazards of crossing Egan Drive to turn into the harbor. Other commenters spoke of wanting a road that connected Aurora parking and road area to the Harris Harbor area.



13

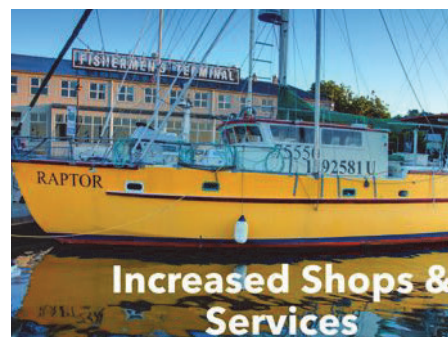
Upgrade harbor amenities: Seven respondents listed an updated and improved harbormaster's office as the most pressing need. Reasons included the need for a larger space for staff and overall modernization. New and updated restrooms were listed as high priority by six respondents. The harbors used to have plumbed facilities, which were discontinued due to security issues, excessive janitorial requirements, and lift station maintenance problems. Commenters noted that to be a world class harbor we need to provide more adequate restroom facilities.



Increased shops and services for harbor residents, visitors and locals: Increasing economic development opportunities was the top suggestion among 11 respondents, who said they

11

would like to see the addition of restaurants offering waterfront views, retail shops and maritime-related businesses. With a community of liveaboards, visiting recreational boaters, and commercial fishermen, respondents recommended providing services that meet the needs of this community in the project area uplands. **Prioritizing this type of development was also the most popular suggestion when a follow up question was asked: What would be best for the community?**



Increased pedestrian access: Nine respondents said improved walking paths are needed. Pedestrian safety was the top reason cited by this group. **Background:** Last year 643 transient vessels with boaters, yachters and commercial fishermen arrived in the project area. It is difficult for those arriving without vehicles to access services, stores and restaurants. Limited access to businesses results in decreased spending. Look for opportunities to create increased pedestrian access to those arriving by water, and provide linkages to the seawalk in development connecting to Bridge Park.

9



Other comments:

4

- Four people said the waterfront area surrounding the harbor should be **zoned for mixed-use**, allowing businesses to move in alongside housing (suggestions for housing ranged from high-price waterfront condos to affordable homes).

- The addition of **storage space** for private belongings was suggested by four people.

- Four respondents wrote that **additional parking** is needed. Reasons varied from current limited parking to easing congestion when entering and leaving the harbor.

3

- **Three Comments Each:** Add a net shed or float. Create a public transportation hub. Increase maritime workforce development and emergency response training. Improve small craft launch / moorage.

1-2

- **Two Comments Each:** Improve and add community facilities. Create a fresh fish market. Covered boat storage. Add bike paths and improve current ones. Add a cold storage facility. Add a drive-down dock. Repair or replace floats.

- **One Comment Each:** Provide power for the lot near JYC for youth sailing. Convert Juneau Electronics into a maritime terminal. Clean up the area. Build homes. Prioritize feedback of harbor residents and users over others. Improve security. Improve sewage. Add boat slips.

PROJECT AREA: By the Numbers

289 Parking Spaces: The primary uplands use in the project area currently is parking. The project area has a parking capacity of 289 vehicles. There are 800 parking stickers distributed annually to Aurora and Harris Harbor patrons with year round stalls. An additional 620 temporary parking permits were also issued last year (ranging from one day to three months).



753 Vessel Capacity:



Aurora Harbor has the capacity for **465 vessels** while **Harris Harbor** has an additional moorage capacity for **288 vessels**. This includes **42 boat shelters** that are currently in use. The harbors are nearly at capacity in the summer "with the exception of the 24' stalls in Aurora." Juneau hosts a significant fishing fleet, many of which base out of the Aurora and Harris Harbors. There were 643 transient vessels that used these Harbors in 2015.

\$1 Million+ in Annual Moorage Revenue: Total moorage revenue for all downtown harbors was \$1.4 million in FY2014 and \$1.25 million in FY2015. Because this figure does not break out the Douglas Harbor, it is assumed that the total moorage revenues for Aurora and Harris are approximately one million annually.

One-third of Juneau's Commercial Fishing Fleet:

There are **100 commercial fishing boats** with year-round stalls in Aurora and Harris Harbors. Since according to the Juneau Economic Plan Economic Baseline Report there are 300 commercial fishing boats in Juneau, **this represents one-third of the Juneau fishing fleet**. There are 1,180 fishing vessels (including non-local transient vessels) registered with CBJ that use local facilities.



160 Harbor Residents:

There are **160 people** permanently living in the project area on **123 different vessels** including **21 houseboats or float houses**. This count includes 120 residents living in Aurora Harbor, 39 in Harris Harbor, and one additional resident moored at Norway Point. To provide perspective, this means that the project area has a similar population to Coffmann Cove, and has 30 more residents than Tenakee Springs.



Nearly 15,000 People Used the Yacht Club During 274 Events Last Year:

Last year there were **14,630 user days** of the yacht club at **274 events**, for an average of **53 attendees per event**. There were 70 public rentals with an average attendance of 100 people each. Other top users included church groups, Juneau Youth Sailing, Sons of Norway, Coast Guard Auxiliary, Docks and Harbors, and Yacht Club organizational meetings.



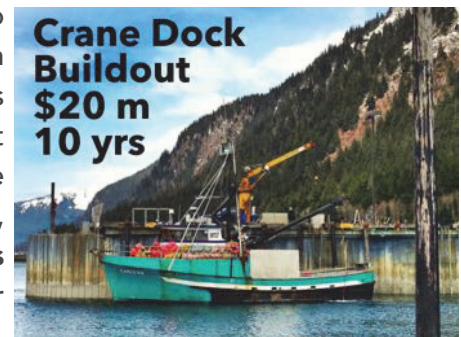
200-300 Haulouts: In the small leased ship yard, Harri Commercial Marine provides welding, fabrication, fiberglass repair, and a 35-ton travel lift. The Travel-Lift hauls between 200 to 300 vessels annually at a price of \$20 per foot. The work done in the yard generally ranges between \$500 to \$5,000 per vessel. There are 10 slots for vessel storage/work.

300 Students: The UAS Technical Education Center (TEC) is located at 1415 Harbor Way in downtown Juneau across from Juneau Douglas High School. The TEC is comprised of two buildings that house programs in the School of Career Education. It includes the UAS Center for Mine Training along with programs in construction technology, power technologies (diesel/auto/marine), and welding. The proximity of the TEC to the nearby high school provides opportunities for shared use of facilities and early-college career pathways for high school students taking college courses. A portion of the TEC site is leased to the City and Borough of Juneau as a commercial haul-out for marine vessels. The lease for this purpose extends to 2021.



Potential Economic Impact of Juneau Fisheries Terminal Dock or "Crane Dock" \$20 million over 10 years:

There is a current plan in place to complete the crane dock by building a new dock face on the north side and adding at least two new cranes. According to an analysis done by SeaFisk consulting in 2015, the ten year economic benefit of the completed project is projected to be \$19.8 million. The Juneau Fisheries Terminal supports fishermen with loading dock, cranes, and access to boat repair facilities. **The current Travel-Lift is limited to 35 tons** thus larger vessels must leave Juneau for maintenance and repairs.



At Least 50 Jobs: Harri Commercial Marine supports 5-6 on-site employees in the summer.

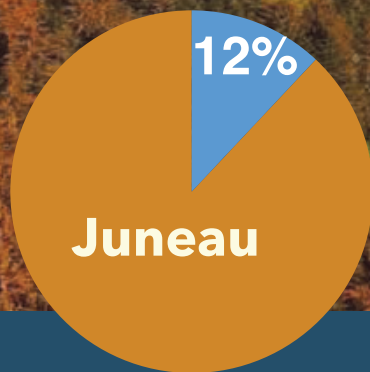


Marine Exchange employs 18 to 20 people providing a 24 hour vessel tracking system for Alaska. **Juneau Electronics** has 4-5 employees. **Technical Education Center** has 30 staff, faculty, and adjuncts working at this site. **Juneau Yacht Club** has two employees plus volunteers. **Maritime Hydraulics** has three employees. We are still waiting to determine total **USFS/FWS** jobs on site. There are an additional 25 mechanics, fiberglass, and shipwrights providing **marine support** - mostly as independent contractors.



THE MARITIME ECONOMY OF JUNEAU ALASKA

Maritime as a % of all earnings



June 2016

PREPARED FOR THE LAND USE MASTER PLANNING PROJECT: BRIDGE PARK TO NORWAY POINT

This document was compiled to assist with the master planning efforts for the Docks and Harbors managed uplands at Norway Point; Aurora Harbor; Juneau Fisheries Terminal; Harris Harbor; and Juneau-Douglas Bridge.

Juneau, Alaska is a maritime community. Nearly every element of our economy is intermingled with the maritime economy. In terms of workforce earnings, **maritime is the community's largest sector outside of government**; and it draws from nearly every element of the workforce. (The visitor industry has more jobs overall but fewer earnings than maritime).

When tracking the change of the maritime sector over time and comparing across geographies, it is simpler to focus only on the private sector (along with Coast Guard jobs). In Juneau this subset includes 1,400 blue jobs, and accounts for 12% of the community's **private** sector economy. Between 2010 and 2014, employment in Juneau's private sector maritime industry grew by 65 jobs

and \$5.8 million in annual earnings. There are an additional 570 **government jobs** in Juneau focused on fisheries enforcement, tracking, and science. Alaska Marine Highway and Juneau Docks and Harbors jobs are also maritime jobs.

Combining public and private sectors there are more than 2,000 maritime jobs in the capital city with a total associated payroll of \$117.5 annually.

Region-wide this sector has also been growing. Between 2010 and 2014, the private/military maritime economy of the region grew 15%—nearly 900 jobs, while wages grew by \$90 million (29%). We will know more about changes to the Juneau maritime economy shortly, as 2015 numbers will be released next month. However with new dock projects in Juneau, a rebounding tourism sector, and expected increases in Juneau seafood harvests, the outlook for the maritime economy is for continued growth.



MARITIME DATA: Juneau Alaska 2014

Private and US Coast Guard Maritime Employment & Workforce Earnings

Fishing & Seafood Processing



Jobs: **581**
Wages: **\$27.4 M**
Change in jobs
2010-14: **+7%**



Jobs: **320**
Wages: **\$28.3 M**
Change in jobs
2010-14: **-12%**

Marine Tourism



Jobs: **341**
Wages: **\$10.1 M**
Change in jobs
2010-14: **+17%**



Jobs: **115**
Wages: **\$7.9M**
Change in jobs
2010-14: **-14%**

Ship Building, Repair, Marinas



Jobs: **7**
Wages: **\$187 K**



Jobs: **20**
Wages: **\$1.8 M**

Notes: Most employment generated by cruise ship is not captured in this dataset, such as gift shops and land based activities. Only tourism businesses that are water-based, such as kayak rentals or whale watching excursions were included. The full impact of cruise ship tourism is much greater than what is presented here. **Cruise visitors spend an estimated \$190 million annually in Juneau, providing 20% of all sales tax revenue, according to Port Director Carl Uchtyl.**

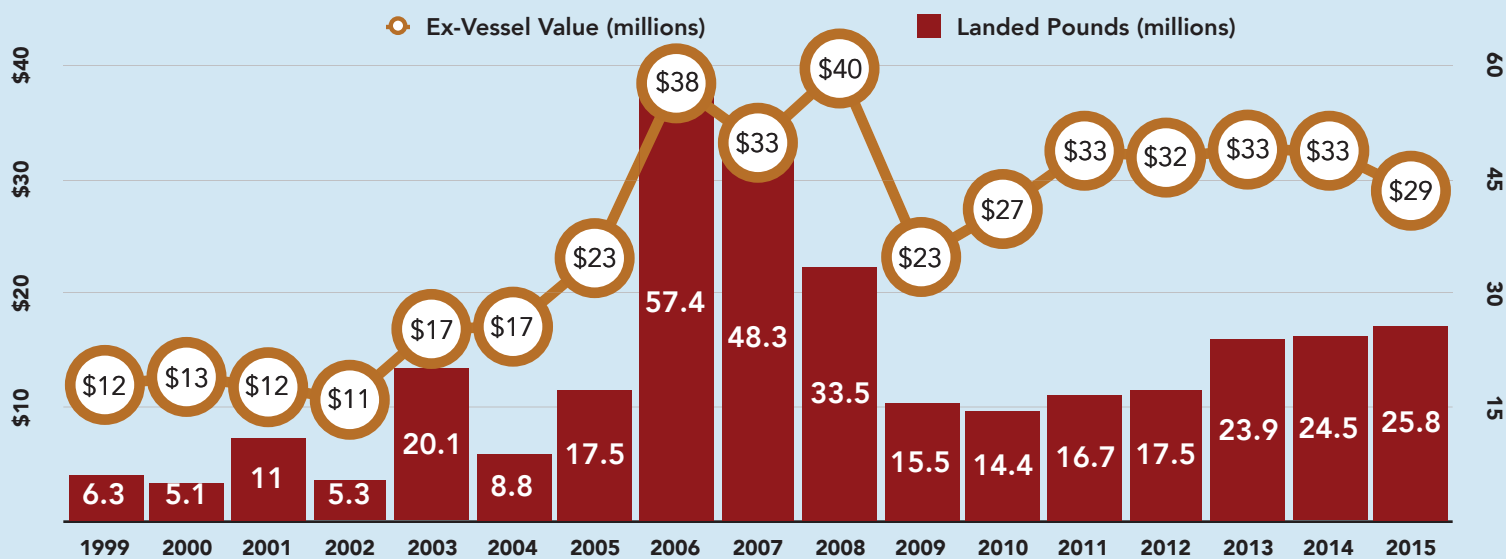
Also, marine service jobs involved in vessel repair do not capture private service contractors that are not 100% marine such as welders, electronic and plumbing specialists.

Maritime icons were created by graphic illustrator Averyl Veliz.

Juneau Private & Military Maritime Economy 2010-2014

- Total Jobs 2014: **1,400**
- Total Wages 2014: **\$76.5 Million**
- 5 year change in jobs: **+65**
- 5 year change in jobs by percent: **+5%**
- 5 year change in earnings: **+\$5.8 million**
- Change in earnings by percent: **+8%**

Juneau Alaska Seafood Sector



The largest component of the Juneau maritime sector is the local seafood industry. The total Juneau seafood harvest in 2015 was 26 million pounds, a 79% increase from 2010, with a total value to fishermen of \$29 million. Nearly 600 commercial fishing vessels (including those not home-ported in Juneau) participated in this harvest.

In 2014, 8% of all pounds landed in Southeast Alaska were landed in Juneau, **representing 12% of the total value of the Southeast Alaska catch.** (2015 regional data has not yet been released).

Juneau is the nation's 44th largest commercial fishing port, by both value and poundage, and the 13th largest commercial fishing port in Alaska.

THE SEAFOOD INDUSTRY IS A KEY ECONOMIC DRIVER

Seafood harvests have long been an important part of the Juneau economy. The Juneau seafood industry (including commercial fishermen & seafood processors) generated 580 average annual regional jobs in 2014. (Nonresident commercial fishermen & crew members are excluded from these figures.)

In 2015, the five salmon species represented 78% of the overall seafood catch in terms of volume—yet only 37% of total ex-vessel value (\$10.8 million). Halibut, black cod and crab—while just 16% percent of total pounds landed—accounted for more than half of the total catch value (54%) in 2015.

SEAFOOD PROCESSING

There are five shore-based seafood processors in Juneau with average annual employment of 198. They process 15 to 25 million pounds of

seafood annually. State shared fisheries taxes for processing activity in CY14 generated \$365,000 for Juneau.

GOVERNMENT SEAFOOD JOBS

Juneau is the base of operations for many federal and state government functions that manage or promote the fisheries industry statewide. In addition to the maritime jobs previously discussed in this document, **there are an additional 510 government jobs in Juneau tied to seafood industry with \$37 million in annual wages**, including the following:

- 180 National Marine Fisheries Service jobs with \$18.6 million in wages.
- 300 Alaska Department of Fish and Game Employees with \$17 million in wages.
- 8 US Fish and Wildlife jobs with \$745,000 in wages.
- 22 UAS and UAF fisheries staff with one million in wages.

JUNEAU SEAFOOD NUMBERS

- In the past 5 years, **100 million pounds of seafood** were harvested in and around Juneau waters (mostly salmon) with an ex-vessel of **\$159 million.**
- Juneau supports **580 annual average seafood jobs** in the private sector along with **510 public sector jobs** for a total of **1,090 year round equivalent Juneau based seafood and ocean life focused jobs**, with **\$65 million** in total associated annual earnings.



5,900 Boats and Vessels

There are 5,900 registered boats and documented vessels in Juneau Alaska. Juneau's boat to person ratio is 1 to 6.6.

Boat and vessel count include boats registered by the Alaska DMV and Coast Guard documented vessels with a Juneau Alaska "hailing port". More than a quarter of Juneau Alaska vessels (1,700) are documented. Documented vessels are commercially used or over 25 ft. According to the DMV, boats in Southeast Alaska over 25' are typically documented vessels.

How Significant Are These Elements to Your Business?

Juneau business owners and operators were asked about the top benefits to having their businesses located in Juneau. The **overall quality of life and recreational opportunities** were identified as having the most significant benefits to Juneau businesses. Quality of life and access to recreation has a strong correlation to access to the waterfront and ocean based activities.

(Source: Southeast Conference Business Climate Survey 2015).

Top Benefits

