

**ASSEMBLY STANDING COMMITTEE
PUBLIC WORKS AND FACILITIES COMMITTEE
THE CITY AND BOROUGH OF JUNEAU, ALASKA**
May 16, 2016 12:00 PM
Municipal Building - Assembly Chambers

I. CALL TO ORDER

II. APPROVAL OF MINUTES

- A. April 25, 2016

III. PUBLIC PARTICIPATION on NON-AGENDA ITEMS

IV. ITEMS FOR ACTION

- A. ADEC Loan Application Request
- B. Salmon Creek Tri Party Agreement
- C. Dunn Street
- D. Industrial Boulevard Reconstruction MOA

V. INFORMATION ITEMS

- A. Water Production & Cruise Industry Water Use
- B. Wastewater Projects Update - Biosolids and Headworks
- C. CSP - West Douglas Road
- D. Salmon Creek Filtration
- E. McGinnis Subdivision Paving Update
- F. Governor's House Area Road Reconstruction Update
- G. FTA Bus Grant

VI. CONTRACTS DIVISION ACTIVITY REPORT

- A. April 21, 2016 through May 11, 2016

VII. ADJOURNMENT

ADA accommodations available upon request: Please contact the Clerk's office 72 hours prior to any meeting so arrangements can be made to have a sign language interpreter present or an audiotape containing the Assembly's agenda made available. The Clerk's office telephone number is 586-5278, TDD 586-5351, e-mail: city.clerk@juneau.org

DRAFT
PUBLIC WORKS & FACILITIES COMMITTEE
Regular Meeting – April 25, 2016
12:00 – 1:00 PM – City Hall Assembly Chambers
MINUTES

I. ROLL CALL

Meeting was called to order at 12:00 p.m.

Members Present: Ms. Gladziszewski (Chair), Ms. Becker, Mr. Jones, Ms. Bursell

Assembly Members: Mr. Nankervis, Mr. Bell

Staff Present: Duncan Rorie Watt, Mila Cosgrove, Bob Bartholomew, Greg Smith, Tina Brown, Greg Chaney, Rich Ritter, Rob Steedle, Brent Fischer, Beth McKibben, Samantha Stoughtenger, John Bohan, Michele Elfers

II. APPROVAL OF AGENDA

Agenda approved.

The following Items for Action were moved to Information Items:

- B. Wastewater Project Updates
- C. Bridge Park and Seawalk Update
- F. CSP-West Douglas Road

III. APPROVAL OF MINUTES

Approval of minutes for March 14, 2016, approved with changes.

IV. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

None.

V. ITEMS FOR ACTION

- A. Stephen Richards MOA (Memorandum of Agreement)

Mr. Bohan explained that the Alaska Department of Transportation (ADOT) is offering Federal Congestion Mitigation and Air Quality funds for improving the Stephen Richards and Riverside Intersection. CBJ would be responsible for a minor portion of the project cost, approximately \$220k of an anticipated \$2.1 million dollar project. The MOA with

the State requires the City to operate and maintain the roads and intersection after project completion.

Mr. Jones moved to forward the resolution authorizing the City Manager to enter into a MOA with the Alaska Department of Transportation (ADOT) for improving the Stephen Richards and Riverside Intersection project to the full Assembly for approval.

No objections. Motion passed.

D. Dunn Street

Mr. Watt gave an overview on the history of the development of Dunn Street Mr. Watt stated that CBJ has been in discussion with the developer and property owners on Dunn Street. The paving is part of a proposed agreement presented to the property owners, which would include pavement and other roadway improvements. The roadway would remain a privately maintained road due to the configuration of the development of the parcels adjacent to the ROW. With the current development configuration, the CBJ would have difficulty maintaining the road. There is no place to plow snow and it would have to be placed on private property. The parking lots are required by CBJ permits and there is no extra space for snow storage or turn around area for plows or other maintenance vehicles. The current LID provides the property owners with the best deal CBJ can offer. The property owners need to decide if they want the LID that offers the services that the City can reasonably provide.

Mr. Schultz and Mr. Harris, business and property owners on Dunn Street provided their perspective of the LID agreement and emphasized that the City is the responsible party and assumes a lot of risk if it fails to take over maintenance of the street despite the challenges created by property development along Dunn Street.

Discussion ensued.

Mr. Jones moved to forward the City's recommendation from 2015 as modified by the Assembly, to the full Assembly for action.

Ms. Becker disagrees with the motion and would like to see the City negotiate with the property owners and come back with a better solution if possible.

Vote was held:

Becker	No
Gladziszewski	Yes
Bursell	No
Jones	Yes

Ms. Gladziszewski, motion fails.

Ms. Bursell moved to forward the City's recommendation from 2015 for the Dunn Street LID as modified by the Committee to the full Assembly for action, and to continue negotiations with the property owners.

Ms. Becker amended the motion to include a report of the negotiations be provided at the next PWFC, before the issue is finalized.

No objections. Motion passed.

E. Stablers Quarry Transfer

Mr. Bohan spoke on the appropriation of \$200,000 from the Lands Fund that will create a new CIP to fund the expansion and deferred maintenance at the Stabler Quarry. With increased use of quarry materials for City projects, there is a need for additional maintenance and preparation for quarry expansion.

Mr. Jones moved to forward an appropriation of \$200,000 from the Lands Fund that will create a new CIP to fund the expansion and deferred maintenance at the Stabler Quarry to the full Assembly for action.

No objections. Motion passed.

G. SREF Update

Patty Wahto, Airport Manager and Catherine Fritz, Airport Architect gave the PWFC an update on the scope, phasing and funding for the JNU Snow Removal Equipment Facilities (SREF) Project. The JNU Airport Board is requesting the PWFC concur with the use of the existing SREF funds (Sales Tax) in an amount not to exceed \$300,000 to replace the existing SREF Shop Roof, and forward to the Assembly to de-appropriate the \$300,000 from the Airport Operations and Maintenance Budget and put these funds back into the Airport's Fund's Fund Balance.

Mr. Jones moved to forward the request to use existing SREF funds (Sales Tax) in an amount not to exceed \$300,000 to replace the existing SREF Shop Roof, and forward to the Assembly to de-appropriate the \$300,000 from the Airport Operations and Maintenance Budget and put back into the Airport Fund's Fund Balance to the full Assembly for action.

No objections. Motion passed.

VI. INFORMATION ITEMS

- A. Salmon Creek – Time constraints prevented discussion
- B. Juneau Ocean Center

Bob Janes and Paul Voelckers gave a short presentation on the design and operational vision for the Juneau Ocean Center. Linda Nicklin discussed the exhibit content and educational programming vision. Supporting drawings were included in the PWFC packet. The Ocean Center would like to partner with CBJ on land use for the proposed facility. Budgetary estimates indicate the project will cost approximately \$14 million for construction and site development, and \$1 million in annual operations and maintenance. JOC will not be requesting funds for construction or operation of the facility from the CBJ. Estimated revenue per year is \$2 – \$3 million.

Ms. Gladziszewski asked what the project's next request would be from the City.

Mr. Janes stated that there is a public meeting on May 12th, they are working on a refined resolution of support. They have coordinated with Mr. Watt in trying to develop language for a special relationship with the City such as a public private partnership for future design. This could be related to Seawalk design or Corp Permit applications studies. However, the first step is to develop a resolution that clarifies the relationship with CBJ. Mr. Watt spoke, the Juneau Ocean Center needs enough status and standing to continue their fund raising and project development work. They need to secure a right to the site and secure a relationship with the City. This would come to the Assembly in the form of a MOA or ordinance authorizing a lease or something similar. It is complicated because they are both a non-profit educational entity and there is a transportation element which may compete in some ways with other transportation providers.

Discussion ensued.

C. McGinnis Subdivision Paving Update - Time constraints prevented discussion

Ms. Gladziszewski stated that there is a new Seawalk website at JuneauSeawalk.com

VII. CONTRACTS DIVISION ACTIVITY REPORT

Mr. Jones asked about the Cope Park change order for almost \$100,000.

Ms. Michele Elfers spoke; Parks and Rec supported making changes to the parking area on the left when you enter the park. This is a problem area because it is hidden and this contributes to some of the criminal activity or inappropriate activity in the park. This change order will create a barrier to that area and removes that parking lot and extends that parking where the tennis courts used to be. The changes are needed to increase visibility and provide public safety in the park.

VIII. ADJOURNMENT – NEXT MEETING IS SCHEDULED FOR:

Next meeting will be May 16, 2016. Meeting adjourned at 1:07 PM.

**ENGINEERING & PUBLIC WORKS DEPARTMENT****Utilities Division**

2009 Radcliffe Road, Juneau, AK 99801
907.586.0393 <phone> 907.789.1681 <fax>
Samantha.Stoughtenger@juneau.org

DATE: 16 May 2016

TO: Maria Gladziszewski, Assembly PWFC Chair

FROM: Samantha Stoughtenger, PE, MSE - Utilities Superintendent

RE: ADEC Loan Application Request

Staff requests permission to accept the second of two loans from the Alaska Department of Environmental Conservation, Alaska Clean Water Fund State Revolving Fund for the following project and amount:

- Biosolids - \$10 million
Funds will be used to finance the FY17 construction of a biosolids dryer facility as part of the Long Term Biosolids Treatment and Disposal Project to stop the hazardous and expensive barging of CBJ's biosolids to Arlington, Oregon.

Staff submitted loan applications to ADEC in FY16 and has been notified that funds are ready to be received. Part of the loan acceptance process includes an ordinance from the Assembly, authorizing the City Manager to receive and abide by the terms of the loan.

The terms of the low interest loans under the Alaska Revolving Loan Fund program are 20-year repayment at 1.5 percent interest. The loans will be re-paid through Wastewater Utility revenues.

Recommendations:

- 1) Staff recommends a resolution authorizing the City Manager to receive and abide by the terms of the loan be forwarded to the full Assembly for approval.
- 2) Forward appropriation ordinance to the full Assembly for approval upon acceptance of the loan application.

cc: Rorie Watt, City Manager
Michele Elfers, Chief Architect
Lori Sowa, Project Manager

John Bohan, Chief CIP Engineer
Nathan Coffee, Project Manager



City and Borough of Juneau
Engineering and Public Works Department
155 South Seward Street
Juneau, Alaska 99801
Telephone: 586-0800 Facsimile: 463-2606

DATE: May 11, 2016

TO: Ms. Maria Gladziszewski, Chair
Public Works and Facilities Committee

FROM: John Bohan, Chief CIP Engineer

RE: Salmon Creek Water - Tri Party Agreement renewal

The Tri Party agreement between AELP, CBJ and DIPAC Hatchery has expired and needs to be renewed. It is the agreement that provides the terms for the distribution of the water and operations and maintenance of the facilities (penstock etc.) that convey the water from the Salmon Creek Reservoir for use by all 3 parties. AELP owns and operates the main facilities that convey the water.

The drinking water from Salmon Creek comes from Salmon Creek Reservoir and Dam, through the penstock that feeds the AELP Turbine Generation Powerhouse. The water is withdrawn from the raceway after it generates electricity. The water that is not used by CBJ for drinking water continues to supply DIPAC Hatchery.

The new Tri Party Agreement, draft attached, is for another 30 years and provides reasonable terms of operations and maintenance, including provisions for capital improvements, for the life of the agreement.

Staff recommends forwarding the Tri Party Agreement to the full Assembly for approval.

AGREEMENT

This agreement is made this ____ day of _____, ____ among Douglas Island Pink and Chum, Inc. (hereinafter referred to as "DIPAC"), Alaska Electric Light and Power Company (hereinafter referred to as "AELP") and the City and Borough of Juneau (hereinafter referred to as "CBJ").

WHEREAS, AELP owns and operates a hydroelectric power generation facility at Lower Salmon Creek (hereinafter referred to as the "Salmon Creek Powerplant"), which discharges water to the DIPAC storage pond; and

WHEREAS, CBJ takes water from an outlet in the bottom of the Salmon Creek Powerplant tailrace and can intercept up to 15 cubic feet per second ("cfs") prior to the water entering the DIPAC storage pond; and

WHEREAS, DIPAC operates a salmon enhancement facility (hereinafter referred to as the "Hatchery") which utilizes water from the Salmon Creek Powerplant tailrace or penstock except for periods during the month of June in years when AELP conducts penstock inspections; and

WHEREAS, the State of Alaska, Department of Natural Resources (hereinafter "DNR"), in order to provide for the maximum multiple use of state water resources and provide alternative means of mitigating impacts as well as enhancing state fisheries resources, has issued to AELP an amended Permit to Appropriate water from Salmon Creek Reservoir pursuant to a permit dated December 9, 1988, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the parties hereto contemplate that all of the state and federal agencies that review supplemental information describing the modification of AELP's application for new license for the Annex/Salon Creek Project (FERC Project No. 2307) will agree to extend the existing instream flow mitigation of AELP supplementing stream flow up to but not more than a maximum of 3 cfs when the measured stream flow is reduced to 9cfs or below; and

IT IS THEREFORE AGREED AS FOLLOWS:

1. Operations and Maintenance.

1.1 DIPAC agrees to maintain and operate at its sole expense all of its facilities that transmit the water after it is removed from the penstock tap or the tailrace of the Salmon Creek Powerplant. These facilities include a main shutoff valve, necessary pressure reduction and flow control equipment. AELP agrees to provide power, if available, at no cost to DIPAC to operate the pressure reducing valve if it is automated.

1.2. AELP and CBJ agree to exercise their best efforts to repair any failure of their respective facilities that prohibits delivery of water to DIPAC within forty-eight (48) hours of discovery of the failure unless repair within such time would cause danger to the repair crews or is economically unreasonable or hazardous to public health or safety. However, neither AELP nor CBJ shall be liable for damages as a result of any such failure.

1.3. It is agreed that AELP will be permitted to shut down the Salmon Creek Powerplant for ten (10) working days each year during a period identified by DIPAC as their "low water usage" for turbine and generator maintenance. During this time, the penstock will remain charged and DIPAC will be permitted to take 10 CFS of water through the Hatchery bypass tap and pressure reduction system. AELP will give DIPAC and CBJ fifteen (15) calendar days notice of such scheduled shutdowns.

1.4. When the Hatchery is withdrawing water from the tailrace, DIPAC will have the right to test operation of the Hatchery bypass tap from the penstock. DIPAC will give AELP and CBJ fifteen (15) calendar days notice of this testing. This testing will not be performed more often than once every twelve (12) months. The test duration shall not exceed one (1) day.

1.5. AELP shall retain exclusive control of the main shut-off valve for the Hatchery bypass water. DIPAC's right to take water hereunder shall be exercised by notifying the

AELP employee who is designated by AELP as the contact person. DIPAC acknowledges that it can operate the Hatchery facility without any water from AELP for 8 hours during the maintenance period described in Section 1.3. AELP shall notify CBJ and DIPAC if the Salmon Creek Powerplant will be shut down for longer than a period of two consecutive hours. If bypass water is required by DIPAC, AELP will coordinate DIPAC's bypass valve operation using valves HV-01, HV-02 and HV-03 shown in Exhibit B. DIPAC retains ownership of all water flowing through the pressure reducing system, Low Pressure Valve CV-01 will remain in the closed position during normal operations. In the event of a prolonged outage of greater than 2 hours, the CBJ can open valve CV-01 with permission from DIPAC.

1.6. If requested to do so, AELP will give information to DIPAC and CBJ each month regarding the lake level at the Salmon Creek Reservoir and the power production projections for the next month.

2. Amount of Water Supply.

Based on historical operation of the Salmon Creek Powerplant, AELP believes that it can manage the water so that a minimum of 22 cfs is available continuously except during extremely dry water years or periods of maintenance, inspections, or related activities. AELP agrees to exert its best efforts to so manage the water. AELP shall not, however, be liable to any other party for damages as a result of failure to exercise its best efforts unless such failure constitutes gross negligence on the part of AELP. If, for any reason, minimum water flows are reduced below 22 cfs, when 22 cfs is needed, for any period of time, and if the FERC approves the continuation of instream flow mitigation of a maximum of 3 cfs, the following priority of water distribution shall apply:

The water shall be allocated in the following priorities

1. 3 cfs – instream flow mitigation

- 2. 10 cfs – CBJ
- 3. 9 cfs – DIPAC
- 22 cfs – TOTAL

Any remaining water shall be allocated in the following priorities:

- 1. 1 cfs – DIPAC
- 2. 5 cfs – CBJ
- 3. Remainder – DIPAC

Except for instream flow mitigation, the water supplied hereunder shall normally be taken from the tailrace. If there is no water available in the tailrace, because of AELP maintenance and inspection, DIPAC has the right to take 10 cfs from the penstock as set forth in paragraph 1. These rights are not cumulative. AELP does not make any warranties as to the quality of such water. For the term of this Agreement, CBJ and DIPAC agree that they will refrain from taking any water from Salmon Creek Reservoir, Salmon Creek, the penstock or the tailrace other than as set forth in the Agreement.

- 4. Hold Harmless and Indemnity. DIPAC shall defend, indemnify and hold harmless AELP and CBJ, their elected and appointed officials and employees, from and against any and all claims, damages, losses, costs and expenses, including attorney's fees and expenses incurred, whether or not suit is filed, caused by or resulting from any act or omission of DIPAC, or any of its officers, employees, agents, or contractors, in its performance or nonperformance of any of the terms and conditions of this agreement.
- 5. Force Majeure. Should any party hereto be delayed in or prevented, in whole or in part, from performing any obligation or conditions hereunder or from exercising its rights by reason of or as a result of any force majeure, such party shall be excused from performing such obligations or conditions and the term of this Agreement shall be extended as continued while such party is so

delayed or prevented and for thirty (30) calendar days thereafter. The term “force majeure” as used herein means acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemy, blockades, wars, insurrections or riots; epidemics; landslides, earthquakes, fires, storms, floods, or washouts; arrests, title disputes, or other litigation concerning the project; governmental restraints, either federal or state, civil or military; civil disturbances, explosions; inability to obtain necessary materials, supplies, labor, or permits due to existing or future rules, regulations, orders, laws, or proclamations, either federal or state, civil or military; and other extraordinary causes beyond the control of such party.

6. Damage or Destruction. If the Lower Powerplant water supply system shall be destroyed or rendered unusable by fire or other unavoidable casualty, AELP may, at its option, repair the project to its previous condition as soon as possible and during the reconstruction period incur no liability to DIPAC for failure to supply water, or terminate this Agreement. If the Agreement is terminated and if CBJ does not elect to repair the project, AELP will not object to DIPAC’s application for permits to repair the project, provided that AELP will suffer no adverse consequences as a result thereof.
7. Term. The term of this agreement shall commence on the date hereof and shall terminate on the earlier of the following dates:
 - a) The date on which AELP and its successors in interest cease to hold its License Number 2307 from the United States or any agency thereof for the use of water from the Salmon Creek Dam; or
 - b) Thirty (30) years from the date of this Agreement.
8. FERC License Expenses. AELP will be required to submit this Agreement as part of the Federal Energy Regulatory Commission (FERC) License Application on August 16, 2016. This application

is for a new 30 year license to operate the Salmon Creek Project. AELP will be responsible for the costs of the new application.

9. Future Capital Projects. Due to the age of the Salmon Creek Hydroelectric Project, AELP is anticipating major capital projects in the lifetime of this agreement. These projects may include rewinding of the Salmon Creek generator, replacement of the upper penstock and rehabilitation of the Salmon Creek Dam. It is likely that some of these projects will impact AELP's ability to pass water through the plant or penstock, which could impact the operations of CBJ and DIPAC. AELP agrees to notify CBJ and DIPAC twelve months prior to this type of work and to coordinate with both organizations. If the scope of these projects improve the infrastructure that benefits DIPAC and CBJ, all parties will negotiate in good faith. If steps must be taken while performing these projects to maintain a water supply for DIPAC and/or CBJ, those costs will be born exclusively by the parties benefiting.
10. Compensation. In consideration of the covenants of AELP contained herein, DIPAC agrees to pay to AELP the total sum of Four Hundred Forty Eight Thousand Eight Hundred and Fifty Nine Dollars (\$448,859) in addition to the payments, if any, due under paragraph 9 of this Agreement. Payment shall be made in one lump sum payment due upon approval of this Agreement.
11. Expense Accounting. Whenever expenses are incurred by AELP or CBJ for which DIPAC is responsible pursuant to paragraphs 1.3 and 4. DIPAC shall be responsible only for those expenses that are reasonably incurred, and a reasonably specific and reasonably complete accounting of such expenses shall be provided to DIPAC at the time payment (or reimbursement) is requested.
12. Option to Rescind. In the present FERC license which expires in 2018, FERC has agreed that provision of 6.2 cfs of water in the tailrace for use by DIPAC and the provision by AELP of a

maximum of 3 cfs toward the instream flow requirement constitutes adequate mitigation for operation of the Salmon Creek Project. If, after DIPAC and the State of Alaska have exhausted all avenues of appeal available to them, the FERC does not approve the same instream flow conditions in AELP's new license that extends operation of the Salmon Creek Powerplant past 2018, AELP shall have the right to rescind this agreement without incurring any liability therefor by giving written notice of the rescission to the other parties to this agreement.

13. Required Approvals. This Agreement shall not be effective unless and until its terms are approved by the following bodies:

- a) The Board of Directors of DIPAC.
- b) The Board of Directors of AELP.
- c) The Assembly of the City and Borough of Juneau.

If any of the three bodies have not approved this Agreement on or before September 30, 2016, then any party may elect to terminate the Agreement by giving written notice of termination to the other parties.

14. This Agreement shall be binding upon the successors and assigns of all parties.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

DOUGLAS ISLAND PINK AND CHUM, INC.

Eric Prestegard, President

ALASKA ELECTRIC LIGHT AND POWER COMPANY

Tim McLeod, General Manager

CITY AND BOROUGH OF JUNEAU

City Manager & City and Borough Attorney

APPROVED BY Board of Directors of DIPAC on _____

APPROVED BY Board of Directors of AELP on _____

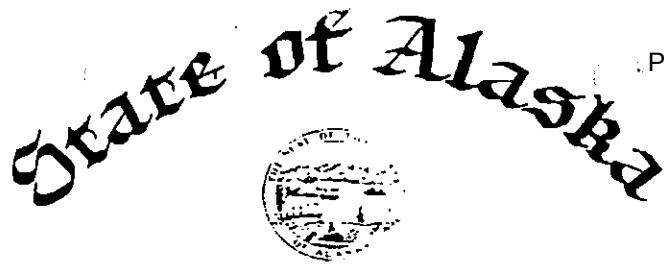
APPROVED BY Assembly of City and Borough of Juneau on _____

DRAFT

Exhibit B

Water System One-Line Drawing

DRAFT



Water Rights

CERTIFICATE
OF
APPROPRIATION (AMENDED) #608
ADL 45780

THE STATE OF ALASKA UNDER AS 46.15, THE ALASKA WATER USE ACT,
AND THE REGULATIONS ADOPTED UNDER IT, GRANTS TO:

Alaska Electric Light & Power Company
612 West Willoughby Avenue
Juneau, Alaska 99801-1798

THE RIGHT TO USE WATER FROM THE FOLLOWING SOURCE:

Salmon Creek, with a priority date of December 31, 1913.
The year-round use of 120.0 cubic feet per second for
hydroelectric power generation purposes.

THE LOCATION OF THE SOURCE TO WHICH THIS WATER RIGHT APPERTAINS IS:

The Salmon Creek reservoir with dam and penstock intake within the NE1/4 SE1/4 protracted section 2, Township 41 South, Range 67 East, Copper River Meridian. The right to appropriate 70 cubic feet per second is appurtenant to the lower Salmon Creek powerhouse within U.S. Survey 3824 located within protracted section 9, Township 41 South Range 67 East, Copper River Meridian. The right to appropriate the remaining 50 cubic feet per second is flexible and appurtenant to both the lower Salmon Creek powerhouse described above and the upper Salmon Creek powerhouse located within the SW1/4 SW1/4 protracted section 2, Township 41 South, Range 67 East, Copper River Meridian.

The certificate holder shall defend and indemnify the State against and hold it harmless from any and all claims, demands, legal actions, loss liability and expense for injury to or death of persons and damages to or loss of property arising out of or connected with the exercise of the privilege granted by this permit. Per AS 46.15.160 the holder shall notify the Alaska Division of Land and Water Management upon any change of address or transfer of any real property identified in this document.

The water right is granted subject to the pertinent statutory provisions in AS 46.15, administrative regulations in 11 AAC 93, and those specific conditions listed on page 2.



Water Rights

CERTIFICATE OF APPROPRIATION (AMENDED) #608
ADL 45780

THE HOLDER OF THIS CERTIFICATE SHALL:

- * Keep a daily record of water used in the upper and lower powerhouses and submit a copy of those records as well as an annual graphing of reservoir levels to the Department on a yearly basis.
- * Submit, when completed, copies of the plans, reports, studies and recommendations required under Articles 103, 106, 301, 402 and 403 of the F.E.R.C. License for Project 2307-008 as described in Appendix #1.
- * Submit timely notification of and include a Division of Land & Water representative in the consultations referenced in Articles 402 and 403 of the F.E.R.C. license as described in Appendix #1.
- * Direct all submittals and notifications, in a timely manner to the Southeast Regional Manager, Division of Land and Water Management.
- * Mitigate for impacts to the fish resources of Salmon Creek as follows:
 - 1) In the absence of an operating salmon hatchery at the tailrace of the lower salmon creek powerplant, a minimum instream flow of 9 cfs, reflected by a value of 1.4 feet on the staff gauge shall be maintained by operation of the upper Salmon Creek powerplant to supplement stream flows.
 - 2) At such time as and as long as there is an operating salmon hatchery at the tailrace of the lower Salmon Creek powerplant, the supplementation of stream flows as described above in No. 1), shall be accomplished by AEL&P only up to a maximum discharge level of 3 cfs. To Mitigate the impacts of reduced stream flow supplementation, AEL&P shall provide water to the stream, the City and the hatchery as specified in the Tri-party agreement dated October 21, 1986 and amended the 9th day of December 1986, copies of which are attached here to as Appendix #2 and #3.
 - 3) Appropriate interruptions to these mitigation provisions are those stemming from: F.E.R.C. required penstock inspections; acts of war; and from unforeseen disasters including landslides, earthquakes, fires, explosions, storms, floods or washouts.
- * Insure that any future agency consultations to address the refinement of the minimum streamflow requirements and mitigation measures defined above shall include regional representatives of the State Divisions of Land and Water, Habitat, and Environmental Quality.

State of Alaska



PWFC, May 16, 2016 Page 19 of 61
BOOK 0309 PAGE 150

Water Rights

CERTIFICATE OF APPROPRIATION (AMENDED) #608
ADL 45780

This Certificate of Appropriation is issued by authority of
AS 46.15.080 and 11 AAC 93.120 on December 9, 19EE.

Approved: Andrew W. Schuch

Title: Acting Regn. Mgr. SERC
Division of Land and Water Management

State of Alaska)
) SS
1st Judicial District)

This is to certify that on December 9, 19EE,
before me appeared Andrew W. Schuch, known by
me to be the Director or authorized representative of the Division of
Land and Water Management, Department of Natural Resources, and
acknowledged to me that this certificate of appropriation was
voluntarily executed on behalf of the State of Alaska.

[Signature]
Notary Public in and for the State of Alaska
My commission expires: 12-31-79

ADL 45780, Certificate #608. Amended to change the source location,
the owner name and the quantity of use due to a transfer of rights
from Certificate #611. Certificate #608 was recorded in miscellaneous
book 34, page 186 of the Juneau Recording district on December 29,
1975. Once recorded, this amended certificate shall be returned to:

Alaska Division of Land and Water Management
Southeast Regional Office
400 Willoughby Ave., Suite 400
Juneau, Alaska 99801

APPENDIX NO. 1 OF 3
AMENDED CERTIFICATE OF APPROPRIATION NO. 608

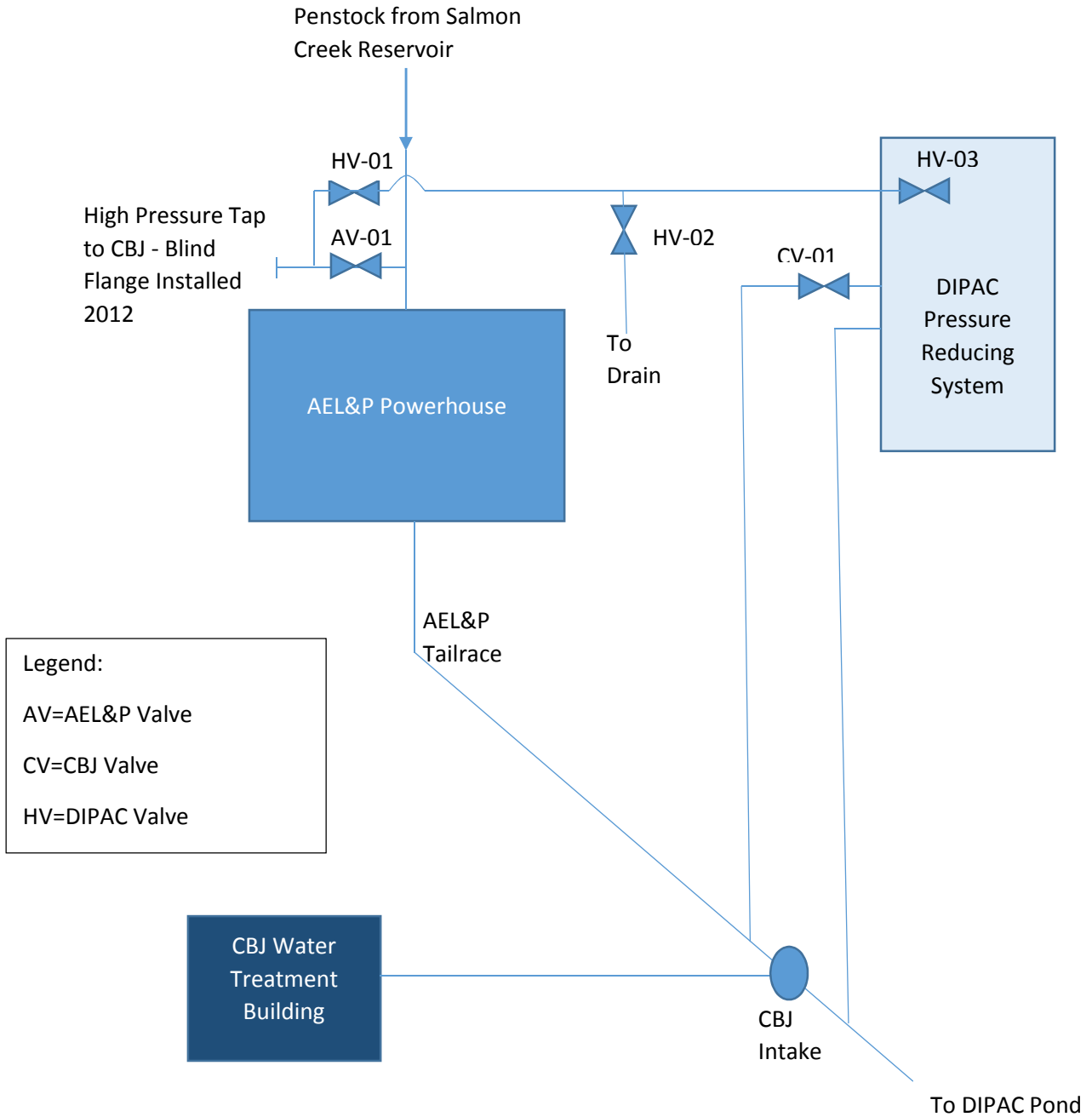
Article 103. Within 1 year following the date of issuance of this license, the Licensee shall file with the Director, Office of Hydropower Licensing, a plan, approved by the Forest Service for the operation and maintenance of the reservoirs. The plan must address at least the following: water storage and releases, including storage limitations (if any), dates and/or criteria for filling and release; procedures for flood conditions; erosion prevention in the reservoir area and spillway channel; and trash and debris removal. The plan must include an implementation schedule and maintenance program.

Article 106. Prior to any changes in the location of any existing or proposed project features or facilities, or any changes in the proposed uses of project lands and waters, or divergence from any approved exhibits filed with the Commission, the Licensee shall consult and cooperate with the Forest Service in regard to measures needed to ensure the protection and development of the natural resource values of the project area that could be affected by such changes or divergence. Following such consultations and at least 60 days prior to any such changes or divergence, the Licensee shall file a report with the Commission describing the changes, the reasons for the changes, and showing the approval of the Forest service for such changes. The licensee shall file an exact copy of this report with the Forest Service at the same time it is filed with the Commission.

Article 301. The licensee shall within 1 year of the issuance of this license complete and file for approval a study investigating the loss of generation due to the lowering of the Salmon Creek reservoir and the cost of modifying the dam so as to allow for reservoir filling. If the cost of the modifications can be supported by the increased generation, the licensee shall also submit for approval plans and a schedule for their completion.

Article 402. The licensee, after consultation with the Alaska Department of Fish and Game, the National Marine Fisheries Service, and the U.S. Fish and Wildlife Service, shall develop a plan to monitor the streamflow and flow stage required by article 401. The plan shall include the location and design of each gage, a schedule for calibrating each gage, the method of flow and stage data collection, and a provision for providing the flow and stage data and calibration details to the resource agencies. The Commission reserves the right to require modifications to the plan. The plan shall be filed with the Commission for approval within 6 months from the date of issuance of the license and shall include comments from the consulted agencies on the plan.

Article 403. The license, after consultation with the Alaska Department of Fish and Game, the National Marine Fisheries Service, and the U.S. Fish and Wildlife Service, shall during annual valve testing or seasonal reservoir drawdown set limits on the maximum discharge and the rate of discharge from the low level release valve at Salmon Creek dam for the protection of fish and wildlife resources in Salmon Creek. Within 6 months from the date of issuance of the license, the licensee shall file for commission approval recommendations for the maximum discharge and the maximum rate of discharge during annual valve testing and seasonal reservoir drawdown. The filing shall include comments from the consulted agencies on the discharge and rate. The Commission reserves the right to require a specified discharge and rate.



MEMORANDUM OF UNDERSTANDING

RECITALS:

A. WHEREAS, in order to avoid unnecessary duplication of work, and to thereby reduce their construction costs, the parties hereto, THE CITY AND BOROUGH OF JUNEAU (hereinafter referred to as "CBJ") and ALASKA ELECTRIC LIGHT & POWER CO. (hereinafter referred to as "AEL&P") wish to cooperate in the construction of a joint use conduit from the Upper Salmon Creek tailrace to the lower powerhouse owned by AEL&P; and

B. WHEREAS, the parties wish to set forth certain agreements and understandings which have been reached to work toward said project;

It is therefore agreed as follows:

1. Construction. AEL&P agrees to construct a headworks structure and conduit from the Upper Salmon Creek powerhouse tailrace to the existing lower powerhouse. Said conduit shall be constructed of steel or of such material as is satisfactory for a domestic water supply system. It is agreed that AEL&P shall have exclusive control over the construction of the project.

2. Payment. CBJ has estimated the cost of construction of a separate Upper Salmon Creek tailrace domestic water supply line and headworks (exclusive of the costs of treatment works, piping and connections to the treatment works) to be ONE MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$1,800,000.00). In consideration of the covenants of AEL&P contained herein, CBJ agrees to pay to AEL&P the sum of \$900,000.

Approved as to form

City of Juneau

3. State Funding. The parties understand that CBJ intends to apply to the State of Alaska for a grant to obtain the \$900,000 referred to in the preceding paragraph. It is understood and agreed by the parties that this Memorandum of Understanding shall be null and void on July 15, 1981 if CBJ has not obtained approval of its application for said funds from the Alaska State Legislature on or before July 15, 1981.

4. Bypass Works. In order to allow delivery of water to CBJ when the AEL&P upper generation units are being repaired or maintained, CBJ agrees to construct any necessary bypass works. CBJ shall be solely responsible for the costs of construction and maintenance of these bypass works, such as piping, valves and diversion structures which allow the water to bypass the upper powerhouse to supply water to CBJ connecting lines and treatment facilities.

5. Maintenance. After construction of the conduit and for the term of this Memorandum of Understanding, AEL&P shall maintain and operate the conduit from the Upper Salmon Creek tailrace to the lower powerhouses at its sole expense. CBJ shall maintain and operate all of its facilities which transmit or treat the water after it is removed from the conduit or tailrace.

AEL&P agrees to repair any failure of the conduit which prohibits delivery of water to CBJ within forty-eight (48) hours of discovery of the failure unless repair within such time would cause danger to the repair crews or is otherwise

impractical. AEL&P further agrees to make reasonable efforts to continue to provide the required supply of water to CBJ during periods when its own upper generation units are not operating.

6. Site Access. AEL&P agrees that it will, to the extent the applicable permits may allow, permit construction by CBJ of a water transmission line on land licensed to AEL&P by the United States under its Federal Energy Regulatory Commission Power license, at such location as shall be mutually agreed upon by the parties. AEL&P further agrees that it will lease, sell or exchange to CBJ at fair market value an amount of land not to exceed 10,000 square feet from the land currently owned by AEL&P and located in U.S. Survey 2133. Said land will be used by CBJ to construct and maintain at its own expense treatment facilities and transmission lines. The exact location of such land shall be mutually agreed upon by AEL&P and CBJ and shall be selected so as not to interfere with AEL&P's operations at the Salmon Creek Dam and powerhouse facilities and so as not to unduly decrease the value of AEL&P's remaining land in U.S. Survey 2133.

7. Amount of Water Supply. AEL&P agrees that it will, to the extent water is available from Salmon Creek Reservoir, supply CBJ for the term of this Memorandum of Understanding, through the conduit which it will construct pursuant to the terms of this Memorandum of Understanding, 4.64 cubic feet of water per second on and after December 31, 1983. AEL&P further agrees that it shall grant at no cost to CBJ the

right to take such additional amounts of water as CBJ desires for domestic purposes from the lower powerhouse tailrace. For so long as such water is available, CBJ shall refrain from taking from Salmon Creek Reservoir any water other than that carried by the joint use conduit. To allow for recovery of such lower tailrace water, CBJ shall have the right to construct and install such pumps as may be necessary on land covered by AEL&P's Federal Energy Regulatory Commission license to pump the water into the water transmission system. Such additional construction, if permitted, shall be done at no additional cost to AEL&P. AEL&P agrees that it shall cooperate with and provide all reasonable waivers, releases and assistance to CBJ in acquiring from state and federal agencies such water usage rights, licenses or permits as may be necessary for completion of this project. AEL&P further agrees that during periods of emergency caused by fire, it will supply to CBJ at no additional cost, such amounts of water in addition to those described above as AEL&P has available to it.

8. Term. The term of this Memorandum of Understanding shall commence on the date hereof and shall terminate on the earlier of the following dates:

(a) The date on which AEL&P ceases to hold its license number 2307 from the United States or any agency thereof for the use of water from the Salmon Creek Dam; or

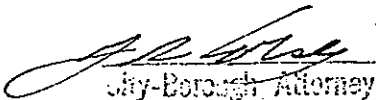
(b) Thirty years from the date of this Memorandum of Understanding.

9. Required Approvals. This Memorandum of Understanding shall not be effective unless and until its terms are approved by the following bodies:

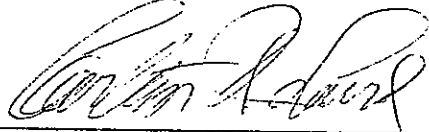
- (a) The Assembly of the City and Borough of Juneau.
- (b) The Alaska Public Utilities Commission.
- (c) The Board of Directors of AEL&P. It is understood that the Board of Directors of AEL&P will not approve the Memorandum of Understanding unless it receives approval of the Memorandum of Understanding from the Federal Energy Regulatory Commission or unless the Board determines that such approval is not required.

IN WITNESS WHEREOF, the parties have executed this memorandum this 10 day of MARCH, 1981.

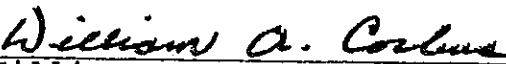
Approved as to form.

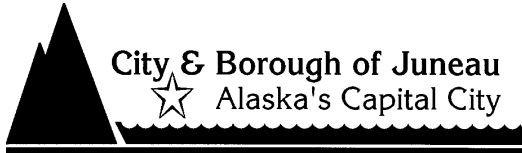

City-Borough Attorney

THE CITY AND BOROUGH OF JUNEAU

By 
City Manager

ALASKA ELECTRIC LIGHT & POWER
COMPANY

By 
William A. Corbus
General Manager



City and Borough of Juneau
Engineering and Public Works Department
155 South Seward Street
Juneau, Alaska 99801
Telephone: 586-0800 Facsimile: 463-2606

DATE: May 11, 2016

TO: Ms. Maria Gladziszewski, Chair
Public Works and Facilities Committee

FROM: John Bohan, Chief CIP Engineer

RE: Dunn Street

The Committee asked staff to take one last and final look at the Dunn Street configuration. A meeting was held between staff and the Dunn St Property Owners which resulted in the attached email from the owners, which affirms their unchanged viewpoint.

Attached is the drawing discussed with the owners, that shows the existing full development of Dunn Street, and the typical cul-de sac and hammerhead variations used to turn construction and snow removal equipment around. All configurations encroach onto private property, overlaying onto buildings, and parking areas. The owners have offered they would provide easements within their parking areas; however this leaves the CBJ with excessive risk for blindly turning around large construction / snow removal equipment with poor visibility, in busy parking lots of the businesses and residences of the fully developed subdivision. Keep in mind that CBJ Standards for streets require an 80' diameter paved cul-de-sac to allow the maintenance equipment to turn without having to back up. Some accepted street configurations have allowed for hammerheads within the ROW at the undeveloped ends (dead ends) of the ROWs for equipment to back safely into an area that is not likely frequented by vehicles; unlike the proposed easements in the busy parking lots, tightly constrained with curbs, parking spaces, mailboxes and other obstacles, offered by the Dunn Street property owners.

The Dunn Street development was built out to maximize occupancy of the properties, without regard for construction of a CBJ maintainable street within the ROW.

Recommendation:

Proceed as recommended by City Manager Watt's memorandum from the April 25, 2016 PWFC.

Lori Savage

From: CHARLES SCHULTZ <cjs16@me.com>
Sent: Wednesday, May 11, 2016 1:22 PM
To: John Bohan
Cc: Rorie Watt; Borough Assembly; Kristen; Brian Holst; Richard Harris
Subject: dunn Street

Hello John,

I recognize that we have some philosophical differences on Dunn Street. But Rich Harris and I have made all the concessions necessary to proceed with the Paving and having the City assume maintenance.

We have allowed increased right of way for snow and utility access to allow it to be more standard, and have plenty of room.

We will allow double hammer turn arounds on both sides with an easement. Easements will allow plenty of room for a turn around.

I agree a 1953 street is not exactly perfect for anyone. One solution that would also help is to assign a different plow truck rather than sending a grader.

There are one ton trucks all over the valley, school lots, airport etc. Why do we have to have a grader used? Sometimes to find solutions you need to come up with a different answer.

I hope you can stick to the mission statement on the Public Works Department CBJ website. "Our personnel are committed to anticipating and identifying problems and needs within our community and the development and implementation of CREATIVE and INNOVATIVE SOLUTIONS."

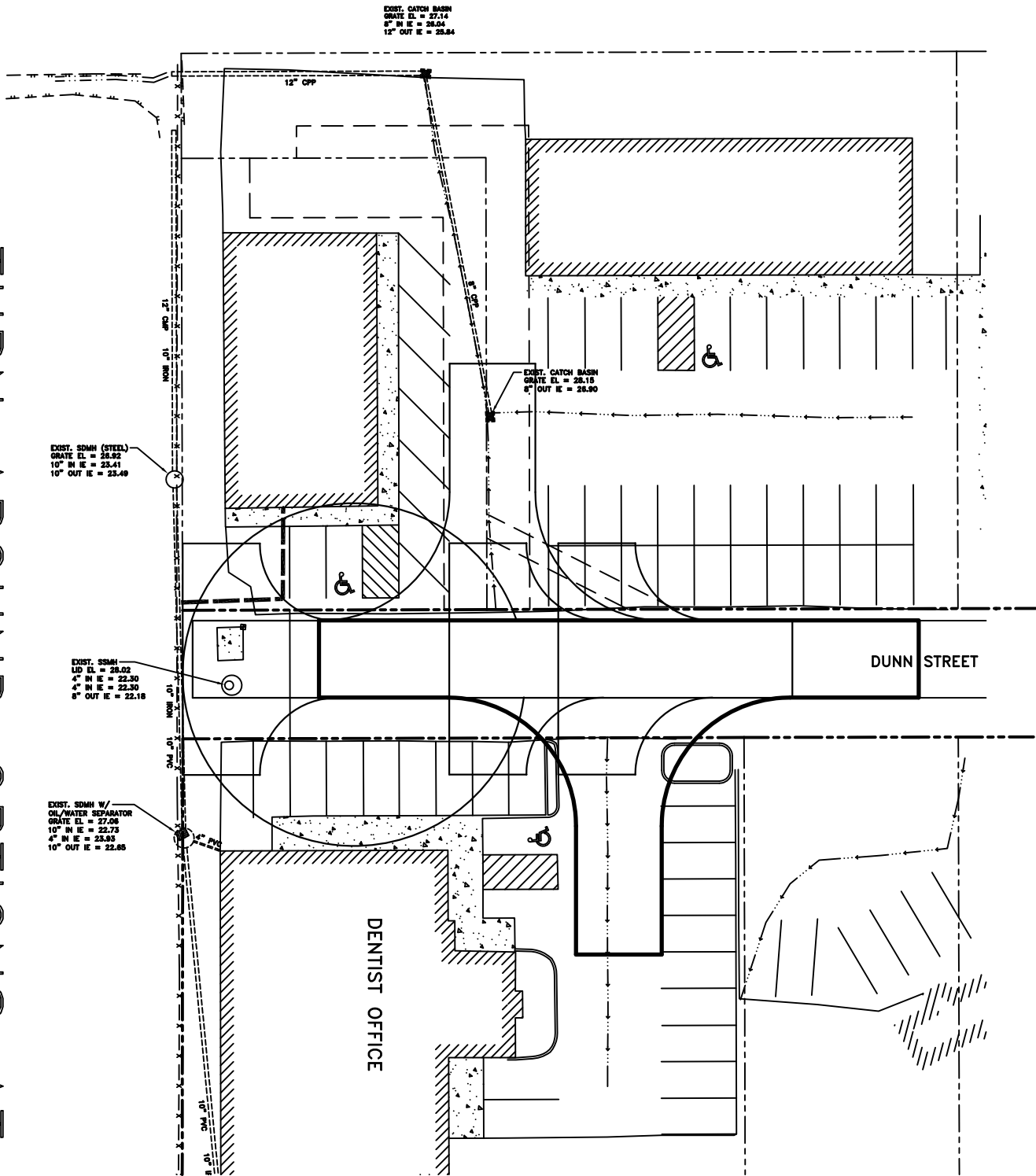
We should also recognize that this is a street that serves businesses. This isn't some ROW that goes to a kayak launch or 3 or 4 houses. This street supplies the CBJ with huge financial support. Millions of dollars in support.

Let's work for the greater good of the community, businesses on Dunn Street, and all the folks who want to access those businesses.

Our task was to work towards solutions. We have given the city all that it needs to accept maintenance, including a street designed by your department. Plenty of right of way for snow, and ample room to turn around. This street simply can't have forward only plowing. It's okay, all the vehicles come with a reverse gear these days.

Respectfully ,
Charles Schultz

TURN AROUND OPTIONS AT
THE END OF DUNN STREET





City and Borough of Juneau
Engineering and Public Works Department
155 South Seward Street
Juneau, Alaska 99801
Telephone: 586-0800 Facsimile: 463-2606

DATE: April 21, 2016

TO: Ms. Maria Gladziszewski, Chair
Public Works and Facilities Committee

FROM: Rorie Watt, P.E.
City Manager

RE: Dunn Street Counterproposal

The property owners of Dunn Street have submitted a new proposal to the CBJ requesting the CBJ take over full maintenance and ownership Dunn Street. Dunn Street is a gravel road within a public right of way that has not been accepted by CBJ for maintenance. The property owners are still willing to pay the \$50,000 contribution towards the CBJ proposed project constructing pavement and other improvements to the roadway. The estimated costs of this work are over \$300k (CBJ water system improvements will be also required if the roadway is paved estimated at an additional \$100k and would not be charged towards the property owners requested contribution).

History

The Dunn Street property owners approached CBJ with a signed petition requesting an LID for paving improvements of their non CBJ accepted roadway. Staff prepared an estimate of costs for the paving and necessary improvements to Dunn Street. Due to the configuration and choices made during development of the properties along Dunn Street the Public Works department would not accept the roadway for winter maintenance, however agreed to provide pavement and drainage maintenance. Staff proposed an assessment to the benefitted properties of 50% of the paving improvements (similar to other owner initiated Paving LIDs), which calculated to \$150k for the property owners. The PWFC heard this proposal as well as testimony from the property owners at the March 23, 2015 PWFC meeting. The PWFC directed staff to reduce the property owners share to \$50k and prepare an agreement.

Proposal Comparison

The counterproposal from the Dunn Street owners requests the CBJ take the entire roadway over as if it were a Public CBJ Street constructed by a developer to Title 49 Development Standards, when the properties along Dunn Street have been developed to the fullest extent without providing for the necessary infrastructure within Dunn Street ROW for the CBJ to accept Dunn Street for maintenance.

The counterproposal from the Dunn Street property owners is attached as well as the pages of the original proposal showing the changes made in the counterproposal.

Recommendation

The property owners have spent a lot of time talking to staff about this issue, it needs to be brought to closure. Our recommendation from 2015 as modified by the Assembly stands. Agreeing to the proposal by the property owners is a bad idea for the following reasons:

1. It would convey the willingness of the Assembly to contribute even more public funds than it has traditionally done for LID paving projects.
2. CBJ street maintenance could not reasonably or economically provide winter maintenance without trespassing on private property or exposing the CBJ to unnecessary liability.
3. The property owners need to decide whether or not to accept what I believe is a very good deal.



City and Borough of Juneau
Engineering and Public Works Department
155 South Seward Street
Juneau, Alaska 99801
Telephone: 586-0800 Facsimile: 463-2606

DATE: May 11, 2016

TO: Ms. Maria Gladziszewski, Chair
Public Works and Facilities Committee

FROM: John Bohan, Chief CIP Engineer

RE: Industrial Boulevard Widening and Sidewalks Project Agreement with ADOT

The Industrial Boulevard widening and sidewalks project was nominated by CBJ for the Statewide Transportation Improvement Plan (STIP) in 2009. To increase the scoring, the CBJ proposed to provide a 25% match instead of the minimum 9.03% required by ADOT Policy and Procedures. The project scored high enough for ADOT to include it in the 2010-2013 STIP. The CBJ funding will come from the CIP Funds Appropriated in the 2012 CIP and transferred from CIPs that are completed and closed out.

ADOT requires the assurance of the CBJ, by resolution, that we will follow the terms of the ADOT's Memorandum of Agreement for the project. The agreement generally consists of commitment to fund the CBJ's match and to maintain and operate the roadway after construction, which is nothing different than we do now.

Staff recommends a resolution authorizing the City Manager to enter into the MOA and abide by the terms be forwarded to the full Assembly for approval.

**Memorandum of Agreement
Between the City and Borough of Juneau
& the Alaska Department of Transportation & Public Facilities
For JNU Industrial Blvd Widening and Sidewalk.
(AKDOT&PF Project #67408)**

I. INTRODUCTION

The Alaska Department of Transportation and Public Facilities (DOT&PF) and the City and Borough of Juneau (CBJ), an Alaska municipality, mutually agree to the terms and conditions of this Memorandum of Agreement (MOA). Alaska Statute 44.42.020 authorizes DOT&PF to cooperate, coordinate, and enter into agreements with the federal government and municipalities to plan, design, and construct transportation facilities. The March 2009 CBJ Project Nomination Package outlined the scope and a CBJ commitment to fund 25% of the federal project cost. Subsequently, the Juneau Industrial Boulevard Widening and Sidewalk project was included in the 2010-2013 DOT&PF Statewide Transportation Improvement Plan (STIP).

This MOA is being executed to facilitate the planning, design and construction of the Industrial Boulevard Widening and Sidewalk (Project #67408). Federal Highway Administration (FHWA) funding will participate in the Industrial Boulevard Widening and Sidewalk project. The CBJ agrees to pay 25% for the cost of the federal-aid eligible work and 100% of the work ineligible for federal-aid participation. Pursuant to the requirements of 17 AAC 05.175(l), the CBJ Assembly has by resolution or ordinance authorized the execution of this agreement promising that the CBJ will perform specific actions related to the Project.

II. PROJECT SCOPE:

The project scope is to plan, design, and construct roadway improvements on Juneau's Industrial Boulevard which includes roadway base improvement, replacement and widening of existing pavement, construction of new sidewalk and curb and gutter on the west side of Industrial Boulevard, lighting improvements, and construction of a new storm sewer system. The

beginning of the project is at the intersection of Glacier Highway and Industrial Blvd and terminates near the Industrial Boulevard and Maier Drive intersection.

Both CBJ and DOT&PF (the Parties) will review and approve the Project budgets. The Project budgets are estimates only, and the Parties recognize and acknowledge that actual costs may exceed the original estimated budgets.

III. PLANNING, DESIGN, CONSTRUCTION, AND OWNERSHIP OF THE PROJECT AND IMPROVEMENTS

A. Project Developed in Stages or Phases

The Project will be broken down into five phases (preliminary engineering through environmental document, preliminary engineering to final PS&E, right-of-way certification, utility agreements, and construction). The Industrial Boulevard Widening and Sidewalk project will require that each of the five phases receive appropriate federal authorization before work may proceed.

DOT&PF Policy and Procedure numbered 09.01.040 (Local Match for CIP) requires a minimum of 15% contingency to be included in the total cost estimate for each project ("adjusted total cost estimate"). Accordingly, DOT&PF will not seek a federal authorization to proceed with a phase of the Project prior to the CBJ's transfer of the local match fund requirement for the adjusted total cost estimate for each phase. For the Industrial Boulevard Widening and Sidewalk project, the CBJ is required to transfer 25% of the adjusted total cost estimate for each phase. Unspent contingency funds from any completed phase will be applied to the required contingency amount for subsequent phases.

Upon completion and final closeout of the Project, if the final cost is less than the programmed amount, the CBJ contribution will be recalculated and any excess CBJ contribution will be refunded to the CBJ.

B. DOT&PF's Responsibilities

DOT&PF shall:

1. Ensure that the FHWA funds used for the Industrial Boulevard Widening and Sidewalk project are expended in accordance with Federal and State laws and regulations.
2. Plan, design, and construct the Project.
3. Acquire all necessary rights of way, and quitclaim those same rights-of-way to the CBJ upon substantial completion of the Project.
4. Include the Project in the STIP and update STIP as necessary. NOTE: STIP describes this project to include “accommodations for existing equestrian use”
5. Include the Project in the State capital budgeting process, contingent on the CBJ fulfilling its funding obligations contained herein, and obtain Legislative authority to spend the funding.
6. Obtain NEPA documentation as needed, and keep an interested parties list.
7. Develop Requests for Proposals (“RFPs”) and enter into contracts for engineering and environmental services to develop the Project. The RFPs shall be submitted to the CBJ for comment prior to advertising for proposals. It is anticipated that the majority of the design engineering and environmental services will be completed by DOT&PF personnel.
8. Execute and manage any professional services agreements as necessary.
9. Keep CBJ point-of-contact informed of the Project status.
10. Charge staff time and expenses to the Project.
11. When design is approximately 35% complete, submit plan set to CBJ for review.
12. When design is 95% complete, submit the plans specifications and estimate (PS&E) proposed to go to advertisement for bid solicitation, to CBJ for review and comment.
13. Submit the final PS&E package to the CBJ for approval prior to advertising the project for bids.
14. Provide the construction engineering and indirect cost allocation plan (ICAP) to CBJ with a copy of the contractor’s Notice to Proceed.

15. Deduct the appropriate rate of ICAP to the Project to cover DOT&PF indirect expenses. The current ICAP rate for FHWA projects is 4.65% of the total Project costs.
16. Submit each proposed change order to the CBJ for review and comment prior to commencement of the work covered by the change order, and note if approval may result in the CBJ exceeding the local match transferred for the particular phase.
17. The DOT&PF shall add a special provision to its bid documents extending the protections of Standard Specification 107-1.13 to the CBJ. The DOT&PF shall add a special provision to its bid documents requiring the CBJ to be listed as an additional insured on the policies required by Standard Specification 103-1.06, paragraphs 2 through 4. The CBJ shall have the right to enforce these requirements against the successful bidder.

C. CBJ's Responsibilities

CBJ shall:

1. Establish a single point-of-contact with sufficient authority and responsibility to communicate to DOT&PF all decisions or notifications required by this agreement. The CBJ shall be solely responsible for payment of contract price adjustments to compensate for any owner-caused contract delay claims that are directly attributable to the CBJ's failure to timely communicate decisions or notices required by this agreement.
2. Prior to initiation of each phase of the Project, and as a condition precedent to the obligation of federal-aid highway funding, the CBJ must provide to DOT&PF funds equivalent to its local cost share ("Local Share") obligation, as well as any additional amount that may be required for work not eligible for federal funding. The CBJ's Local Share obligation is 25% of the cost of the federal aid-eligible work on the Industrial Boulevard Widening and Sidewalk project. The amount of CBJ's Local Share obligation for the Industrial Boulevard Widening and Sidewalk Project, including 15% contingency amount for each phase ("the adjusted total cost"), is

estimated as follows: \$75,000.00 for design and preliminary engineering in Federal Fiscal Year (FFY) 2012; \$35,937.50 for final design in FFY 2015 /2016, \$14,375.00 for right of way in FFY 2016; \$8,625.00 for utilities in FFY 2016; and \$1,361,973.35 for construction after FFY 2016. The 25% of the total project cost (local match) contributed by CBJ for the Industrial Boulevard Widening and Sidewalk project shall be used only for federally participating work.

3. Provide additional funding to cover any work in the original scope of work, or under any change order recommended for approval by the CBJ, that is determined to be ineligible for federal funding or exceeding actual or anticipated available federal funding for the Project. The CBJ shall cover the 25% local federal match commitment, plus all costs ineligible for federal participation.
4. Timely recommend approval or rejection of any change order that may exceed the 15% contingency amount for a phase; in no instance shall the CBJ's recommendation be more than 10 calendar days after DOT&PF's delivery of the proposed change order and all supporting documents to the CBJ's authorized representative. If the CBJ intends to recommend rejection of any proposed change order that DOT&PF finds necessary for the completion of the Project, within 7 days of the DOT&PF's delivery of the proposed change order the CBJ shall provide an alternative change order proposal—which may include reduction of the Project scope of work—that would allow timely completion of Project. At the time of the CBJ's recommended approval or recommended alternative proposal, the CBJ must transfer local match funding to cover any change order costs that may exceed the 15% contingency amount for the phase.
5. Provide funding at the 25% match rate to cover the costs of all Project-related litigation, including legal fees and costs, including challenges to Federal permits or decisions, condemnation or right-of-way matters, procurement claims, and construction claims. CBJ shall assist the DOT&PF, as necessary, during the course of the Project related administrative or civil proceedings and shall have the right to

actively participate in the control of the litigation, including participating in strategy and settlement discussions, if it elects to do so.

6. Review information and action items from DOT&PF and provide any necessary responses within fourteen calendar days of receipt.
7. Provide project management staff for coordination and review as needed with no cost to the Project.
8. Authorize the DOT&PF and its contractors on the Project to conduct the necessary work within the CBJ road rights-of-way, and provide the DOT&PF with construction easements and such other interests as required to meet federal right-of-way certification requirements.
9. Inspect the Project right-of-way and property prior to project closeout. The CBJ may perform an environmental assessment of that property for the purpose of determining whether any hazardous material contaminates the property. For purposes of this agreement, a “hazardous material” is any chemical, metal, petroleum product, or other substance (or any combination of hazardous materials) that is designated as “hazardous” by the U.S. Environmental Protection Agency and that is regulated by any government agency in any quantity as a contaminant, hazardous material, or threat to health or safety.
10. Participate in determining “substantial completion” of each phase or stage of the Project, and accept full ownership and complete responsibility for each phase or stage of the Project, and all improvements thereon, upon substantial completion of each. The CBJ will continue to own and maintain the facility upon completion of the improvements. The CBJ acceptance of ownership is not a direct or implied waiver of a contractor’s responsibility to satisfactorily complete the work.

IV. PROJECT ADMINISTRATION

A. Except as otherwise expressly stated in this MOA, the DOT&PF shall be solely responsible for all project procurement.

B. Except as otherwise expressly stated in this MOA, the DOT&PF will be solely responsible for the administration of all project contracts, in accordance with its contract(s) with the contractor(s) (“construction contract(s)”). Except as provided in subsection C of this section IV, the CBJ has no direct or implied right to enforce any terms or conditions of any professional services or construction contract(s) against either the DOT&PF or the contractor(s) except where there is alleged Project mismanagement premised upon the DOT&PF’s gross negligence, recklessness, or intentional misconduct.

C. The DOT&PF shall include warranty provisions in the construction contract(s) substantially similar to those found in Attachment A. The CBJ may directly enforce any warranty against the contractor.

D. Nothing herein shall be read to modify the scope of AS 09.50.250 or to waive any provisions thereof.

V. FINAL INSPECTION

Representatives of the CBJ and the DOT&PF may jointly conduct final inspections of each phase or stage of the Project’s construction. The DOT&PF shall, however, determine when each such phase or stage of the Project reaches the point of substantial completion. The term “substantial completion” as used in this MOA means that the construction is sufficiently completed to allow the CBJ or a person authorized by the CBJ:

A. to occupy the phase or stage constructed and improvements thereon;

B. to use the phase or stage constructed and improvements thereon in the manner for which they were intended; or

C. to assume responsibility for the Project if construction contract(s) are cancelled.

The DOT&PF shall provide the CBJ with an “As Built” of the Project and all improvements at Project closeout.

VI. THE CBJ’S RIGHT-OF-WAY, OPERATIONS, AND MAINTENANCE OBLIGATIONS

The CBJ’s right-of-way, operations, and maintenance duties for any stage or phase of the

Project shall commence on the date of substantial completion of that stage or phase. The CBJ agrees that its obligations with regard to the Project's right-of-way, operations, and maintenance include the following:

A. The CBJ agrees to perform, at its own expense, those right-of-way, operations, and maintenance obligations required by the use of FHWA funds. In carrying out these obligations, the CBJ's duties include:

1. Those identified in 23 C.F.R. §1.23 ("Rights-of-Way") and 23 C.F.R. §1.27 ("Maintenance"), which would otherwise be required of the DOT&PF if the DOT&PF owned the facility and improvements constructed under this MOA;
2. Management of the right-of-way and any utilities in accordance with relevant sections of 23 CFR Part 710 ("Right-of-Way and Real Estate") and 23 C.F.R. Part 645 ("Utilities");
3. Complying with the DOT&PF's Right-of-Way Manual;
4. Conducting oversight and management of utilities located in any Project right-of-way consistent with the DOT&PF's Utility Manual, and complying with the utility policies and requirements set forth in AS 19.25.010-020 and 17 AAC 15;
5. Allowing no encroachments within the right-of-way of the Project without the prior consent of the DOT&PF;
6. Refrain from selling or conveying any portion of the right-of-way without prior consent from the DOT&PF. In the event that the DOT&PF gives its consent to the disposal of any portion of right-of-way acquired with federal-aid highway funds for the Project, the CBJ shall pay proceeds of the sale to the DOT&PF, which the DOT&PF will credit to the appropriate federal-aid and State accounts, based on the percentage of State match;
7. Issuing permits as required by the foregoing duties, and assuming sole responsibility for enforcement of all terms and conditions of such permits.

B. The CBJ agrees to maintain and operate the Project consistent with 23 C.F.R. §1.27 and the DOT&PF's Alaska Highway Maintenance and Operations Manual ("AHMOM"). In the

event of conflict between 23 C.F.R. §1.27 and AHMOM, the more stringent provisions will establish the minimum standards with which the CBJ must comply.

C. The CBJ shall perform all operation and maintenance activities required by this MOA at its own expense and without reimbursement from the DOT&PF. Maintenance activities include, but are not limited to:

1. Planning, scheduling, administration, and logistics of maintenance activities;
2. Traffic control and safety;
3. Embankment protection, including erosion control, to as-built conditions;
4. Roadside management;
5. Guardrails and guardrail end treatments;
6. Snow and ice control, including all plowing, sanding, culvert and storm sewer thawing, snow hauling, winging, opening of shoulders, ice scraping, drift control, snow slide removal, and associated tasks as may be required for the safe and timely passage of the public;
7. Maintaining signs and delineators in an as-built condition and their replacement, including posts and foundations, when damaged, unreadable, or worn out;
8. Highway marking and repainting as required to maintain performance of their intended function;
9. Removal of debris, rubbish, and dead animals;
10. Signing of seasonal weight restrictions as may be required by local conditions;
11. Pothole repair using the appropriate asphalt or concrete products on an as-needed basis;
12. Annual crack sealing;

VII. TERM

This MOA shall become effective on the date of the last signature and shall apply in perpetuity.

VIII. INCORPORATION CLAUSE

The CBJ shall comply with all applicable Federal and State laws, regulations, executive orders, stewardship agreements, and applicable DOT&PF manuals and guidelines, including those provisions that would apply to the DOT&PF if the DOT&PF were to perform those tasks to be performed under this MOA by the CBJ. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this MOA.

This obligation includes, but is not limited to, compliance with Federal and State uniform relocation assistance and real property acquisition policies; compliance with provisions of the Federal-Aid Policy Guide (“FAPG”); and compliance with the requirements of Title 23 of the United States Code and related implementing regulations, as set forth in the Code of Federal Regulations.

IX. LIMITATION OF LIABILITY

In no event shall the State’s maximum potential liability under this MOA exceed the liability for a claim or cause of action arising within two years of the DOT&PF’s transfer of ownership and maintenance responsibilities and assignment of responsibilities to the CBJ, relating to an alleged act or omission of DOT&PF in the design or construction of a facility transferred to the CBJ under this MOA.

X. EACH PARTY IS AN INDEPENDENT CONTRACTOR

For the purposes of this Agreement and all services to be provided hereunder, each party shall be, and shall be deemed to be, an independent contractor and not a partner, agent, or employee of the other party. Neither party shall have authority to make any statements, representations, or commitments of any kind, or take any action, which shall be binding on the other party, except as may be explicitly provided for herein or authorized by the other party in writing.

XI. CANCELLATION REMEDIES

A. If the CBJ is the primary cause of cancellation of any professional services, consultant or construction contracts entered into by the DOT&PF, the CBJ shall be responsible for those

costs not accepted for reimbursement by the FHWA, amounts the FHWA expects to be reimbursed for, and any other costs or expenses incurred by the CBJ or the DOT&PF in the Project to the date of cancellation or related to finalizing cancellation and Project termination.

B. If the DOT&PF is the primary cause of the cancellation, the DOT&PF shall bear those costs not accepted for reimbursement by the FHWA, amounts the FHWA expects to be reimbursed for, and any other costs or expenses incurred by the CBJ or the DOT&PF in the Project to the date of cancellation or related to finalizing cancellation and Project termination.

C. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of the DOT&PF or the CBJ, the parties shall meet in good faith to negotiate a fair and equitable allocation of responsibility for those costs not accepted for reimbursement by the FHWA, amounts the FHWA expects to be reimbursed for, and any other costs or expenses incurred by the CBJ or the DOT&PF in the Project to the date of cancellation or related to finalizing cancellation and Project termination.

D. The foregoing remedies are in addition to any other remedies referenced in this MOA, and do not bar or limit the parties from resorting to any other remedy available at law or equity.

XII. PENALTY FOR BREACH OF MAINTENANCE OBLIGATIONS

A. Notification and Opportunity to Cure

If notified by the DOT&PF in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, the CBJ shall have thirty (30) days from the date of such notification to remedy the violation; or, if the remedy will take in excess of thirty (30) days to complete, the CBJ shall promptly take responsive action necessary to achieve a satisfactory remedy as close as possible to the 30th day from DOT&PF's initial notice.

The CBJ's failure to cure a violation that is remediable within thirty days or its failure to take responsive action necessary to promptly resolve a violation that is not remediable within thirty days constitutes a substantial breach of this MOA. If the CBJ is in breach, DOT&PF may elect to terminate the MOA. In addition, the CBJ's breach may adversely affect the viability of current and future State funding for the CBJ's capital projects. See 17 AAC 05.175(l).

B. Remedies

In the event of breach of the CBJ's obligations to own, maintain and operate the Project or its improvements, damages shall include, but are not limited to:

1. Return of the Federal and State funds expended on the Project under this MOA;
2. Reimbursement to the DOT&PF for any costs incurred by the DOT&PF which are directly or indirectly related to fulfilling any of the CBJ's contractual commitments; and
3. Withholding of approval of future federal-aid projects until such time as the CBJ puts the Project in a state of compliance with this MOA.

XIII. MISCELLANEOUS PROVISIONS

A. Amendment or modification of Agreement:

This MOA may only be modified or amended by written agreement signed by authorized representatives for both Parties.

B. The Whole Agreement:

This MOA constitutes the entire agreement between the Parties. There are no other understandings or agreements between the Parties, either oral or memorialized in writing regarding the matters addressed in this MOA. This MOA may not be amended by the Parties unless an amendment is agreed to in writing, with the both Parties signing through their authorized representatives.

C. Assignment:

Without the written consent of the DOT&PF, this MOA is not assignable by the CBJ either in whole or in part.

D. Third Parties and Responsibilities for Claims:

Nothing in this MOA shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the Parties named in this MOA, whether such rights, privileges, immunities, duties or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this MOA shall be construed as creating any legal relations between the DOT&PF and any person performing services or supplying any equipment, materials, goods, or supplies

for the Project.

E. Duty of Cooperation:

The CBJ agrees to provide reasonable access to the Project and to relevant Project records, to any authorized representatives of the DOT&PF or U.S. Government. The CBJ further agrees to cooperate in good faith with inquiries and requests for information relating to the Project or its obligations under this MOA.

F. Necessary Approvals:

In the event that any election, referendum, ordinance, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the CBJ to enter into this MOA or to undertake the Project, or to observe, assume or carry out any of the provisions of the MOA, the CBJ will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

G. Joint Drafting:

This MOA has been jointly drafted by the Parties, and each party has had the ability and opportunity to consult with its legal counsel prior to signature. The MOA shall not be construed for or against either party.

H. Third Party Beneficiary Status:

The CBJ is not an intended beneficiary of any contracts between the DOT&PF and any contractors, subcontractors or consultants or any other third parties, and has no contractual rights with respect to such contracts or any provisions thereof, unless expressly stated otherwise.

XIV. CONTACTS

The DOTPF's contact is James Brown (james.brown@alaska.gov; 465-8189), Engineering Manager for the Southeast Region, or as may be re-designated in writing from time to time. The CBJ's contact is John Bohan (John_Bohan@ci.juneau.ak.us; 586-0876), CBJ Chief CIP Engineer, CBJ Engineering, or as may be re-designated in writing from time to time.

The undersigned agree to the terms of this Memorandum of Agreement:

STATE OF ALASKA,
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

Dated: _____ By: _____
Michael J. Coffey
Regional Director, Southcoast Region

SUBSCRIBED AND SWORN TO OR AFFIRMED before me by Michael J. Coffey, who is Regional Director for the Southcoast Region of the Alaska Department of Transportation & Public Facilities, an agency established under Alaska law, on this ____day of _____, 20____.

Notary Public, State of Alaska
My commission expires: _____

CITY AND BOROUGH OF JUNEAU

Dated: _____ By: _____
Rorie Watt
City Manager, City and Borough of Juneau

SUBSCRIBED AND SWORN TO OR AFFIRMED before me by Rorie Watt, who is City Manager of the City and Borough of Juneau, a Municipality established under Alaska law, on this ____ day of _____, 20____.

Notary Public, State of Alaska
My commission expires: _____

ACKNOWLEDGMENT OF AUTHORIZATION BY THE CITY AND BOROUGH OF
JUNEAU ASSEMBLY

By CBJ Resolution Serial No. 2545, adopted on October 25, 2010, the CBJ Assembly committed the CBJ's match funds for this project, to the extent permitted by CBJ Charter; by CBJ

Resolution Serial No. 2610, adopted June 4, 2012, the CBJ Assembly adopted its CIP Program for Fiscal Years 2013 through 2018 and included this project in its CIP priorities for Fiscal Year 2013; CBJ Ordinance Serial No. 2012-20 appropriated the match funds for this project as a part of its appropriation of funds for FY13 City and Borough Operations. The CBJ Assembly acknowledges local cost share for the project is 25%, in accordance with the Project Nomination Package submitted by CBJ in March 2009. By CBJ Resolution Serial No. XXX, adopted on mm/dd/yyyy, the CBJ Assembly authorized the execution of this agreement and acknowledged the CBJ's promise to perform specific actions related to the Project.

Dated: _____

Clerk, City and Borough of Juneau

Content Approved by: _____, Engineering and Public Works Director

Form Approved by: _____, Law Department

Risk Management Review: _____, Risk Management

**ENGINEERING & PUBLIC WORKS DEPARTMENT****Utilities Division**

2009 Radcliffe Road, Juneau, AK 99801
 907.586.0393 <phone> 907.789.1681 <fax>
 Samantha.Stoughtenger@juneau.org

MEMORANDUM

DATE: 16 May 2016

TO: Maria Gladyszewski, Assembly PWFC Chair

FROM: Samantha Stoughtenger, PE, MSE - Utilities Superintendent

SUBJECT: CBJ Water Production and Cruise Industry Water Use

As the cruiseship season gets into full swing, staff thought it would be an appropriate time to summarize the CBJ historical water production rates and cruise industry water use. Displayed in Figure 1 is the City and Borough of Juneau (CBJ) average daily water production per month as gallons per day (GPD) from 2008 to 2015, Figure 2 is the CBJ average daily water production and the cruise industry seasonal usage, Figure 3 is the cruise industry water usage over the past eight years, and Figure 4 is the cruise industry seasonal usage by specific dock.

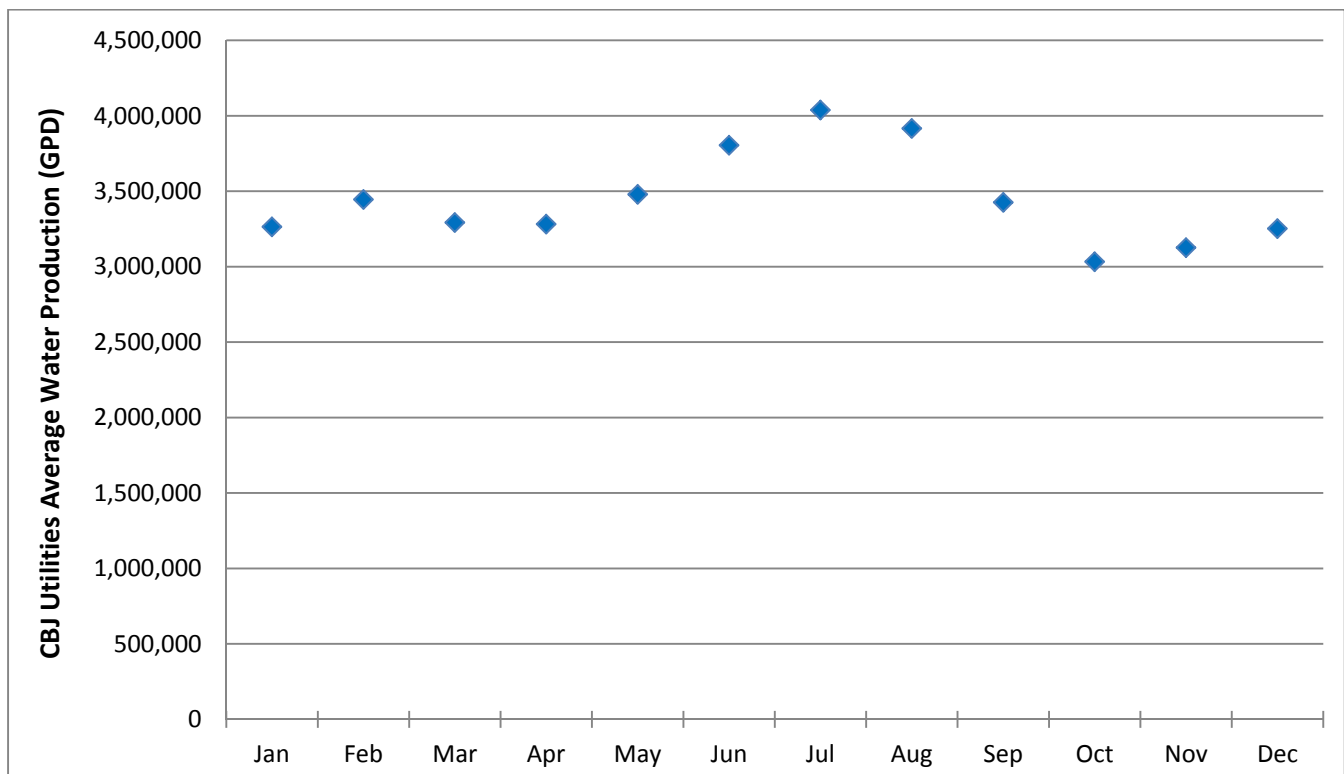


Figure 1 – CBJ Average Water Production from 2008 to 2015

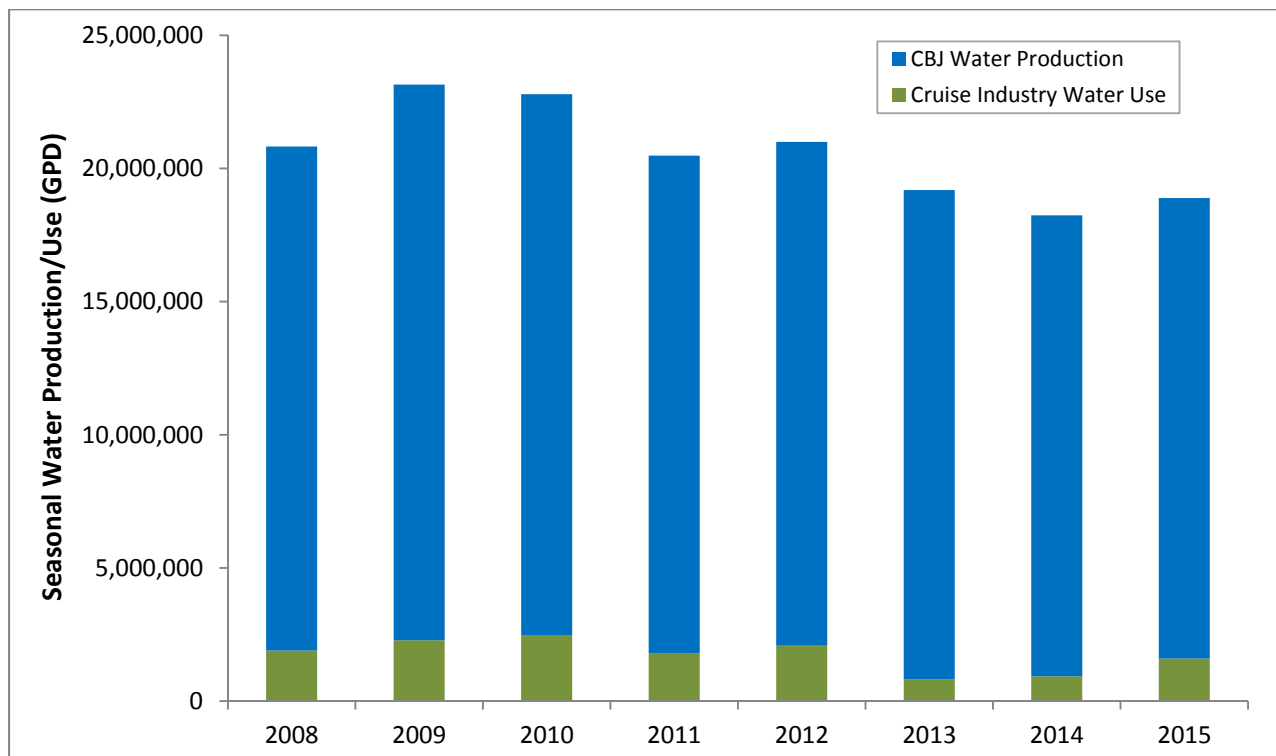


Figure 2 – CBJ Water Production and Cruise Industry Water Use between May and September

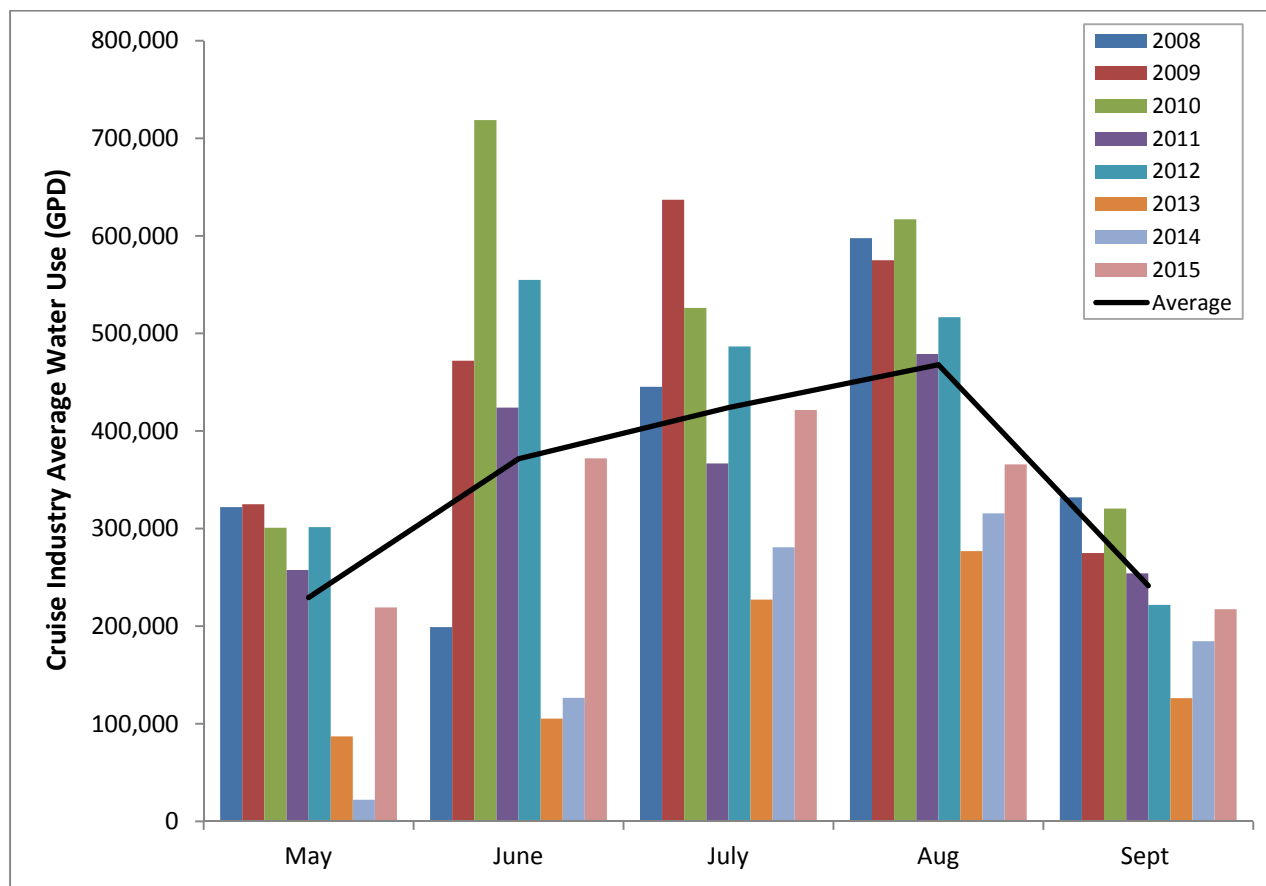


Figure 3 – Cruise Industry Water Use between May and September

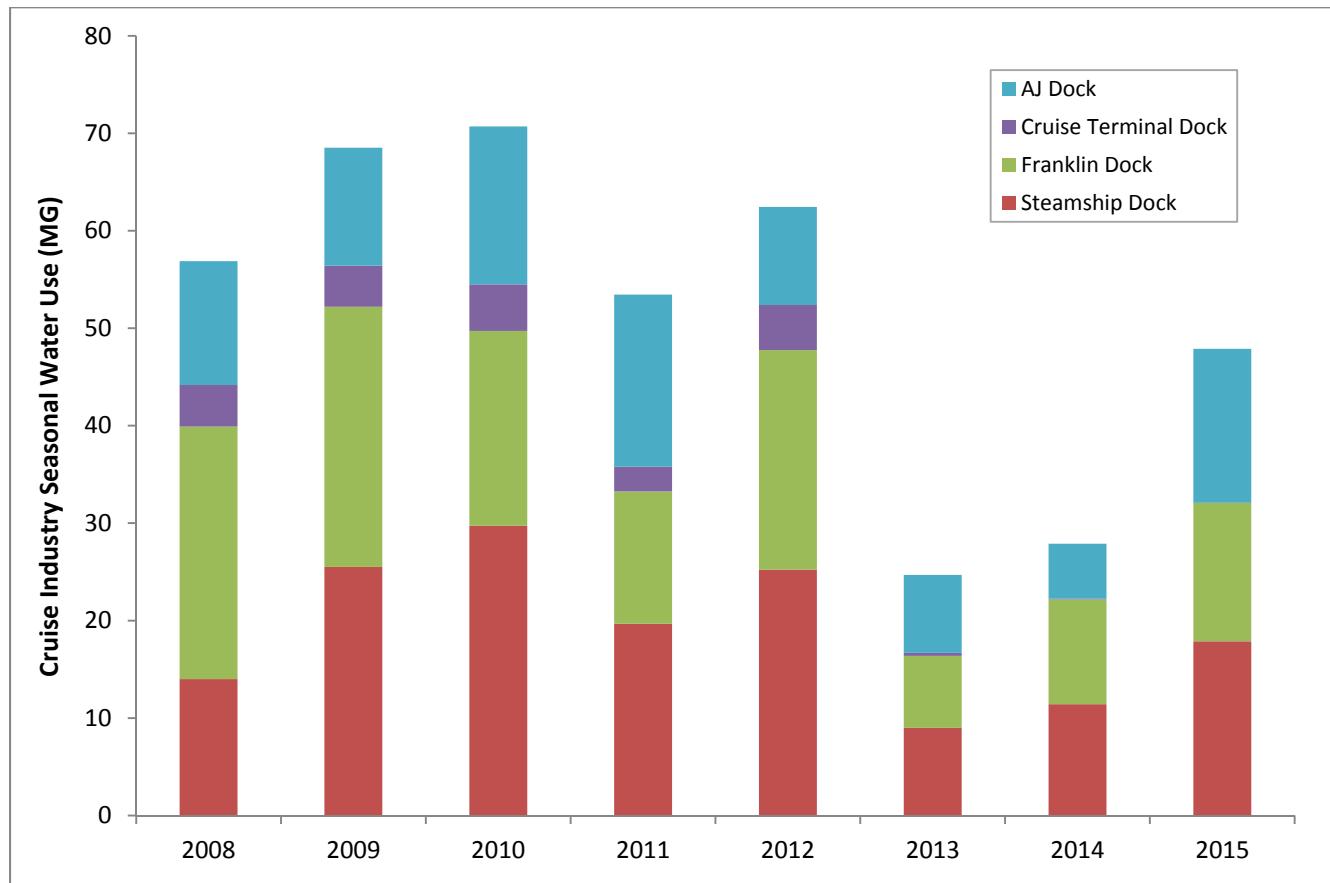


Figure 4 – Cruise Industry Dock Specific Seasonal Water Use

cc: Rorie Watt, City Manager
John Bohan, Chief CIP Engineer

Roger Healy, Engineering & PW Director
Autumn Sapp, Engineering & PW Business Manager

**ENGINEERING & PUBLIC WORKS DEPARTMENT****Utilities Division**

2009 Radcliffe Road, Juneau, AK 99801
 907.586.0393 <phone> 907.789.1681 <fax>
 Samantha.Stoughtenger@juneau.org

DATE: 16 May 2016

TO: Maria Gladziszewski, Assembly PWFC Chair

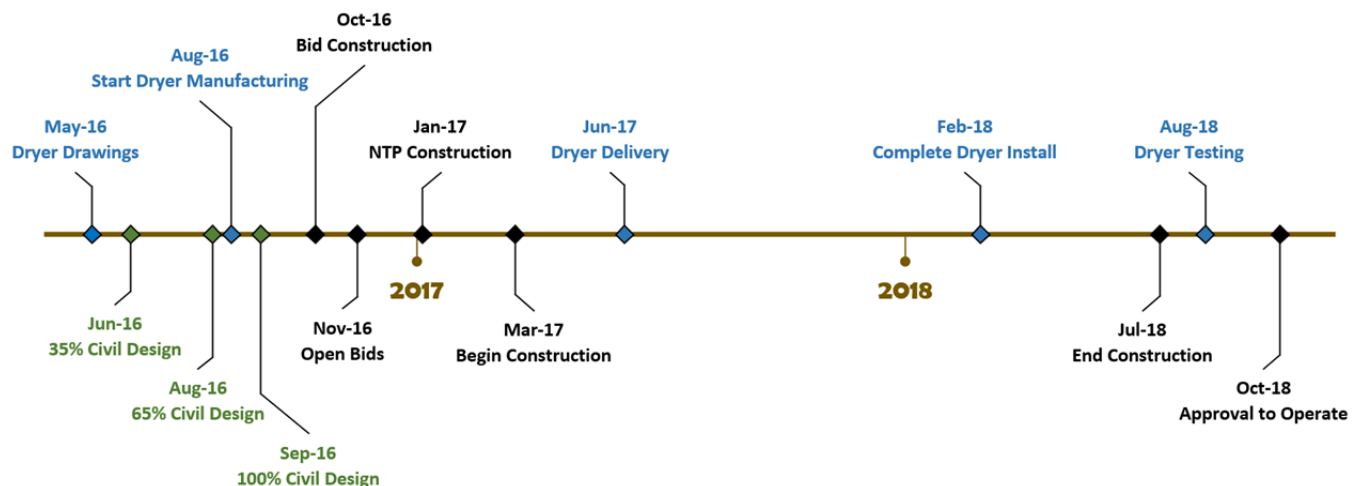
FROM: Samantha Stoughtenger, PE, MSE - Utilities Superintendent

RE: Wastewater Projects Update – Biosolids and Headworks

Engineering and Utilities staff have been moving several wastewater projects forward over the past few months that are major system needs, as noted on the Capital Improvement Project (CIP) list and scheduled in the Utilities Rate Model; two of the most notable are biosolids and headworks. Over the next few months, staff will be bringing the Assembly final paperwork associated with funding of these projects; therefore, staff thought a projects update and funding summary was prudent.

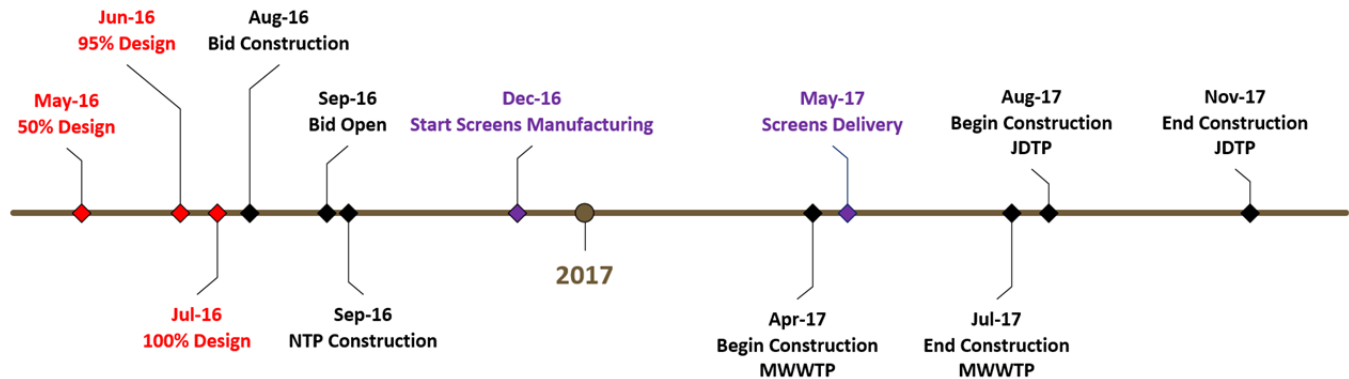
BIOSOLIDS:

Staff has been negotiating contract terms with Kruger, the dryer manufacturer. The signed contract is anticipated by the end of April leading to the development of preliminary shop drawings and submittals for the dryer unit. Adding the dryer to the Mendenhall Wastewater Treatment Plant (MWWTP) site necessitates construction of a new facility to house the equipment; thus a Request for Proposals (RFP) was posted for a consultant to provide design services for the new facility. Two consultants submitted proposals with DOWL the apparent winning proposer. The DOWL consultant team includes two other local firms (Electric Power Systems and Jensen Yorba Lott) and a national firm with Kruger dryer and odor control systems expertise (Brown and Caldwell). The CBJ has begun fee negotiations with DOWL, believes design work will begin shortly, and anticipates the project should proceed as follows:

**HEADWORKS:**

CBJ selected DOWL in August 2015 through the RFP consultant solicitation process to evaluate needed headworks improvements to the MWWTP and Juneau-Douglas Wastewater Treatment Plant (JDTP). Headworks facilities should remove debris and non-biodegradable materials from the influent plant flow; this screening reduces wear on pumps and motors, improves biological function and treatment, provides a more uniform solid waste stream to the belt filter presses and sludge dryer, and extends the lifecycle of process equipment. DOWL

investigated the existing plant conditions and evaluated future system needs in recommending installation of perforated plate screening and washing compactor units at both facilities. Installation of the new screens requires reconfiguration of some piping and relocation of the existing grit classifier at the MWWTP, and construction of new channels at the JDTP. DOWL is beginning design work shortly and the project is anticipated to follow this approximate schedule:

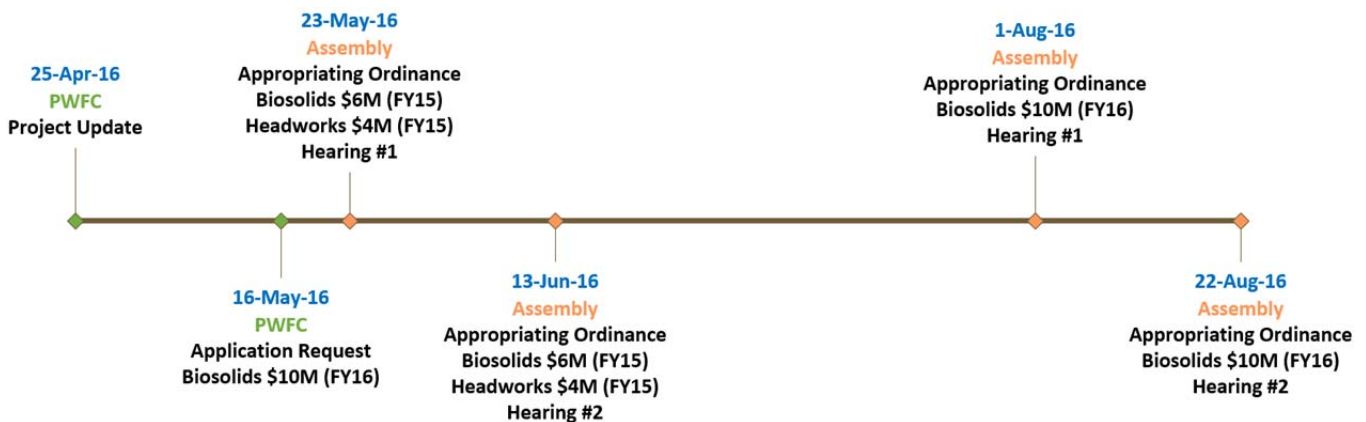


FUNDING:

The Assembly has supported both the biosolids and headworks projects by recognizing the:

- biosolids project as a top community need,
- sludge dryer as the best currently available technology to remedy CBJ's biosolids issue,
- 2016 CIP list which includes both projects as top priorities to the Utilities, and
- rate study with associated rate increases to fund such needed improvements.

To construct these two projects (\$16M for biosolids and \$5.3M for headworks) \$20 million will come from the Alaska Department of Environmental Conservation (ADEC) loan program and the remainder from the utility reserve. The ADEC loans will be financed at a 1.5% interest rate repaid over a 20 year term through utility rate revenues. The current Utilities Rate Model confirms the capacity to finance these loans and sustain the necessary fund balance for operation. In January, staff brought the FY15 \$10M ADEC Loan application request to the PWFC; a majority of that ADEC paperwork has been completed with the exclusion of the appropriating ordinance. Staff is now positioned to complete the FY16 \$10M ADEC Loan application with appropriating ordinance and anticipate all of this paperwork to follow the following tentative schedule:





**PLANNING COMMISSION
NOTICE OF RECOMMENDATION**

Date: April 12, 2016

File No.: CSP2016 0002

City and Borough of Juneau
CBJ Assembly Members
155 S Seward Street
Juneau, AK 99801

Application For: Planning Commission Recommendation to the City and Borough Assembly regarding a City Project Review for construction of a pioneer road through CBJ lands on the west side of Douglas Island near the end of Douglas Highway.

Legal Description: T41S R66E, Copper River Meridian

Parcel Code No.: 3-D13-0-100-001-0

Hearing Date: April 12, 2016

The Planning Commission, at a regular public meeting, adopted the analysis and findings listed in the attached memorandum dated March 14, 2016, and recommended that the City Manager direct CBJ staff to design and build the project in accordance with the following recommendations:

1. Development of the pioneer road shall strictly adhere to CBJ Manual of Stormwater Best Management Practices.
2. Prior to development of culverts and bridges in the proposed project, Fish Habitat Permits shall be acquired and approved.

Attachments: March 14, 2016 memorandum from Jonathan Lange, Community Development, to the CBJ Planning Commission regarding CSP2016 0002.

This Notice of Recommendation constitutes a recommendation of the CBJ Planning Commission to the City and Borough Assembly. Decisions to recommend an action are not appealable, even if the recommendation is procedurally required as a prerequisite to some other decision, according to the provisions of CBJ §01.50.020(b).

Project Planner: Jonathan Lange
Jonathan Lange, Planner
Community Development Department

Ben Haight
Ben Haight, Chair
Planning Commission

City and Borough of Juneau
CBJ Assembly
File No.: CSP2016 0002
April 12, 2016
Page 2 of 2

 4/18/2016

Filed With City Clerk Date

cc: Plan Review

NOTE: The Americans with Disabilities Act (ADA) is a federal civil rights law that may affect this development project. ADA regulations have access requirements above and beyond CBJ - adopted regulations. The CBJ and project designers are responsible for compliance with ADA. Contact an ADA - trained architect or other ADA trained personnel with questions about the ADA: Department of Justice (202) 272-5434, or fax (202) 272-5447, NW Disability Business Technical Center (800) 949-4232, or fax (360) 438-3208.



City and Borough of Juneau
Engineering & Public Works Department
155 South Seward Street
Juneau, Alaska 99801
Telephone: 586-0800 Facsimile: 463-2606

DATE: May 11, 2016

TO: Maria Gladziszewski, Assembly PWFC Chair

FROM: John Bohan, Chief CIP Engineer

RE: Salmon Creek Water Filtration Plant Project Update

The Salmon Creek Water Filtration Plant (SCWFP) construction by North Pacific Erectors is nearly completion. All major building, piping, and electrical work has been completed. The microfiltration membrane units, shown below, have been installed and undergone start-up testing by Pall Corporation. System controls, automation, and instrumentation are still being fine-tuned. Final site work and punchlist items will continue. CBJ is seeking an interim 'Approval to Operate' from the State of Alaska Department of Environmental Conservation (ADEC) to begin putting water produced from the SCWFP into the system by the end of April. As Cope Park construction begins (replacing the major supply line from the Last Chance Basin wellfield to the valley), SCWFP will provide drinking water and fire flow to the community.



Microfiltration Units



New pumps

SCWFP construction was undertaken to meet the USEPA LT2ESWTR (Long Term 2 Enhanced Surface Water Treatment Rule) and to fortify a redundant water source for the community. The final project costs are estimated to be about \$5.4 million. Of this funding, approximately \$3.7 million was paid for by Legislative or ADEC Grant funds.

In recognition of the community's commitment to plentiful, high quality drinking water, the Utilities Division invites you to celebrate with us at the Grand Opening/Ribbon Cutting Ceremony of the new facility in June (more information to follow).



City and Borough of Juneau
Engineering and Public Works Department
155 South Seward Street
Juneau, Alaska 99801
Telephone: 586-0800 Facsimile: 463-2606

DATE: April 20, 2016

TO: Ms. Maria Gladziszewski, Chair
Public Works and Facilities Committee

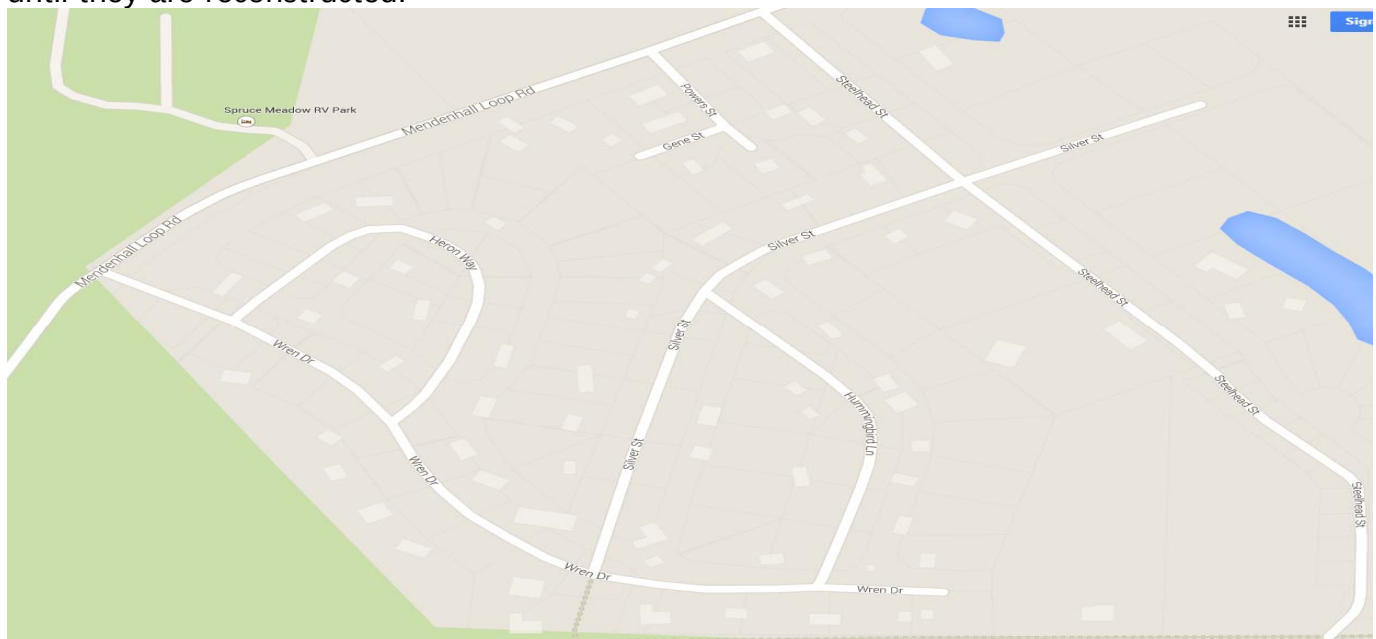
FROM: John Bohan, Chief CIP Engineer

RE: McGinnis Subdivision Paving LID Progress Update

The McGinnis Subdivision Paving LID project will begin construction this summer. We are beginning with Wren Drive. Given the length of the streets it is anticipated to take 5 years to complete the reconstruction and paving of all the streets in the area. The anticipated schedule is below:

Wren Drive	Summer 2016
Silver Street	Summer 2017
Steelhead Street	Summer 2018
Heron Drive	Summer 2019
Hummingbird Lane	Summer 2020

Given that the two main streets, Wren Drive and Steelhead Street, are in very poor shape, some residents are unhappy that their street isn't first. The Street Department is also aware of the condition of the streets in the subdivision and will continue maintenance to keep the roads passable until they are reconstructed.



McGinnis Subdivision

MEMORANDUM

CITY/BOROUGH OF JUNEAU

155 South Seward Street, Juneau, Alaska 99801

TO: Roger Healy
Engineering and Public Works Director

DATE: May 16, 2016

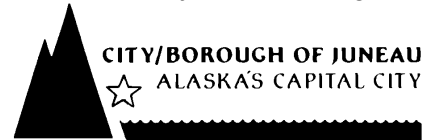
FROM: Michele Elfers
Chief Landscape Architect.

SUBJECT: Governor's House Area Road Reconstruction Update

The sidewalk replacement on Calhoun Avenue in front of the Governor's Mansion is complete. The contractor will begin the street reconstruction of Distin Avenue, West 7th and 8th Streets and Indian Avenue in the next two weeks. The work includes water, sewer, storm drain, curb, gutter, sidewalk and asphalt replacement. The construction contract cost is \$821, 210 and the completion date for the contract is September 1, 2016.

Many of the residents in the neighborhood have asked AEL&P to pursue relocating the overhead power lines underground. AEL&P has produced schematic plans and costs for this work. They will discuss the work and cost share details with the neighborhood next week. CBJ is reviewing the plans to understand any impacts on project cost and timeline associated with coordination of this work with the current construction contract.



MEMORANDUM

TO: Roger Healy, P.E.
Public Works & Engineering Director

FROM: Greg Smith

Date: May 11, 2016

Contract Administrator

SUBJECT: Contracts Division Activity
April 21, 2016, through May 11, 2016

Current Bids – Construction Projects >\$50,000

E16-133	Front Street Douglas Reconstruction	Estimate \$670,000. 5 bids received. Glacier State Contractors low bidder, \$576,712. NTP issued 4/22/16.
E16-016	Capital Transit Facility Renovation & Addition	Alaska Commercial Contractors low bidder at \$3,518,721. NTP issued 4/29/16.
E16-148	Eagles Edge Subdivision Water System Improvements, Phase III	Estimate Base Bid \$950,000. Bid due 5/19/16.
E16-165	Parks Restroom and Concessions Improvements	Estimate \$643,000. 5 bids received. North Pacific Erectors, Inc., low bidder, \$605,000. NTP issued 5/5/16.
E16-168	Centennial Hall Entry Storefront & ADA Door Replacement	Estimate \$150,000. 3 bids received. Island Contractors low bidder, \$143,000.
E16-144	Crow Hill Reservoir Fill Line Replacement	Estimate \$442,000. Bids due 5/13/16.
E16-181	Glacier Fire Station Kitchen and Classroom Renovation	Estimate \$140,000. Bids due 5/19/16.
E16-220	Aquatics Center Paving Improvements	Estimate \$92,000. Bids due 5/24/16.
E16-143	Wren Drive Paving	Estimate \$1,031,185. Bids due 5/17/16.
E16-206	Mendenhall River Community School Underground Storage Tank Replacement	Estimate \$85,000. Bids due 5/19/16.

Current RFP's – Services

RFP E16-235	CA and Insp Services for McGinnis Subdivision Paving	Proposals due 5/25/16.
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Other Projects – Professional Services – Contracts, Amendments & MR's >\$20,000

RFP E16-179	CA & Insp Services for Stephen Richards Memorial Drive Reconstruction	DOWL, \$50,440. NTP issued 4/27/16.
RFP E15-263	CBJ Biosolids Belt Dryer System	Kruger, Inc. \$465,469. NTP issued 4/25/16.

RFP E15-238	Design Services for Parks Restroom and Concessions Improvements	Jensen Yorba Lott, \$44,564. Routing for signatures.
RFP E14-129	A 2 – Design Services for Valley Court Force Main and Gruening Park Lift Station Replacement	DOWL, \$56,555. NTP issued 4/22/16.
RFP E16-072	A 1 – Design Services for Mendenhall and Juneau Douglas Wastewater Treatment Plants Headworks Improvements	DOWL \$326,057. NTP issued 4/28/16.
RFP E15-120	A 2 – Design Services for the Governor's House Area Road Reconstruction – Contract Administration and Inspection Services	R & M Engineering, \$88,120. Processing 4/29/16.
RFP E16-217	CA & Insp Services for Front Street Douglas Reconstruction	Wilson Engineering successful proposer. In negotiations.
RFP E16-194	Design Services for Biosolids Dryer Installation and Facility Construction	DOWL successful proposer. In negotiations.

Term Contract – Professional Services (between \$20,000-\$50,000)

MR E13-156 (Civil)	CA & Insp Montana Creek West Subdivision, Phase 2B	Responses due 2/24/16. R&M Engineering only proposer. In negotiations.
MR E13-156	CA & Insp. Meadow Lane Drainage Improvements	Responses due 3/10/16. 3 responses received. Wilson Engineering selected. In negotiations 3/4/16.
MR E13-156 (JYL-Arch)	PA 7 – Dzantik'i Heeni Middle School Roofing Repairs	Jensen Yorba Lott, \$26, 860. NTP issued 5/3/16.
MR E13-156	Master Plan for Water System Fiber Optic Communications Upgrade	3 responses received. Haight and Associates selected. In negotiations 5/11/16.

Construction Change Orders (>\$20,000)

E15-094	CO 1 – North Scott Drive Drainage Improvements	Admiralty Construction, \$95,891. Bonding letter sent 4/28/16.
E15-224	CO 1 – Salmon Creek Water Filtration Plant	North Pacific Erectors, \$31,080. Processing 5/4/16.
E15-064	CO 1 - Last Chance Basin 2014 Source Improvements	Arete Construction, \$38,832.31. Routing for signatures.
E12-195	CO1 – Second Street Douglas Reconstruction	Admiralty Construction, \$68,302.24. Bonding letter sent 5/10/16.

Supplemental Agreements

E16-151	CO1 – Supplemental Agreement for Whittier Street Reconstruction for City Hall – Library Fiber Optic Conduit Installation	Arete Construction, \$48,700. Bonding letter sent 5/10/16.
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Contract Reassignments for R & M Engineering to PDC Engineers underway.

Contracts Division Activity
April 21, 2016 through May 11, 2016

Key for Abbreviations and Acronyms

A	Amendment to PA or Professional Services Contract
CA	Contract Administration
CO	Change Order to construction contract or RFQ
MR	Modification Request – for exceptions to competitive procurement procedures
NTE	Not-to-exceed
NTP	Notice to Proceed
PA	Project Agreement - to either term contracts or utility agreements
RFP	Request for Proposals, solicitation for professional services
RFQ	Request for Quotes (for construction projects <\$50,000)
RSA	Reimbursable Services Agreement
SA	Supplemental Agreement