



DOCKS AND HARBORS BOARD AGENDA

April 27, 2023 at 5:00 PM

City Hall Conf. Room 224/Zoom Webinar

<https://juneau.zoom.us/j/89404981408> or (253)215-8782 Webinar ID: 894 0498 1408 Passcode: 901081

- A. **CALL TO ORDER: 5:00 pm in CBJ Room 224 and via Zoom Meeting**
- B. **ROLL CALL: James Becker, Paul Grant, Debbie Hart, David Larkin, Matthew Leither, Mark Ridgway, Annette Smith, and Don Etheridge.**

C. PORT DIRECTOR REQUESTS FOR AGENDA CHANGES

MOTION: TO APPROVE THE AGENDA AS PRESENTED OR AMENDED.

- D. **PUBLIC PARTICIPATION ON NON-AGENDA ITEMS** (not to exceed five minutes per person, or twenty minutes total time)

E. APPROVAL OF MINUTES

- 1. March 30, 2023 Board Minutes
- 2. April 14, 2023 Special Board Minutes

F. CONSENT AGENDA

- A. Public Requests for Consent Agenda Changes
- B. Board Members Request for Consent Agenda Changes
- C. Items for Action

- 3. Local Match - PIDP (Port Infrastructure Development Program) Grant for Aurora Harbor Drive Down
Presentation by Port Director

RECOMMENDATION: TO COMMIT \$500K AS LOCAL MATCH FOR THE MARAD PIDP GRANT APPLICATION FOR AN AURORA HARBOR DRIVE DOWN FLOAT

- 4. Bid Award - Aurora Harobr Rebuild Phase III (Contract # DH-015)
Presentation by Port Director

RECOMMENDATION: THAT AURORA HARBOR PHASE 3 BID BE AWARDED TO TRUCANO CONSTRUCTION COMPANY FOR \$4,269,650.

MOTION: TO APPROVE THE CONSENT AGENDA AS PRESENTED

G. UNFINISHED BUSINESS

- 5. Hansen-Gress Property Purchase & Sales Agreement
Presentation by Port Director

Board Questions

Public Comment

Board Discussion/Action

MOTION: TO ACCEPT THE HANSEN-GRESS PROPERTY PURCHASE & SALES AGREEMENT AS PRESENTED.

6. Review of Proposed UAS Lease Amendment

Presentation by Port Director

Board Questions

Public Comment

Board Discussion/Action

MOTION: TBD

H. NEW BUSINESS

I. ITEMS FOR INFORMATION/DISCUSSION

J. COMMITTEE AND MEMBER REPORTS

1. Operations Committee Meeting Report
2. Assembly Lands Committee Liaison Report
3. South Douglas/West Juneau Liaison Report
4. Member Reports

K. PORT ENGINEER'S REPORT

L. HARBORMASTER'S REPORT

M. PORT DIRECTOR'S REPORT

N. ASSEMBLY LIAISON REPORT

O. BOARD ADMINISTRATIVE MATTERS

- a. Operations/Planning Committee Meeting - Wednesday May 17th, 2023
- b. Board Meeting - Thursday May 25th, 2023

P. ADJOURNMENT

ADA accommodations available upon request: Please contact the Clerk's office 36 hours prior to any meeting so arrangements can be made for closed captioning or sign language interpreter services depending on the meeting format. The Clerk's office telephone number is 586-5278, TDD 586-5351, e-mail: city.clerk@juneau.org.

CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING MINUTES
For Thursday, March 30th, 2023
 CBJ Room 224 and via Zoom Meeting

A. Call to Order: Mr. Etheridge called the meeting to order at 5:00 p.m. in City Hall Room 224 and via Zoom.

B. Roll Call: James Becker, Paul Grant, Matthew Leither, Debbie Hart, Mark Ridgway, Annette Smith and Don Etheridge.

Absent: David Larkin

Also in Attendance: Carl Uchtyl – Port Director, Teena Larson – Administrative Officer, Jeremy Norbryhn – Deputy Harbormaster, Sherri Layne – Assistant Municipal Attorney,

C. Port Director Request for Agenda Changes

Mr. Uchtyl asked to add a Special Order of Business after the approval of the meeting minutes. He will also share an information item regarding the Seadrome property during Member Reports.

MOTION By MS. HART: TO APPROVE THE AGENDA AS AMENDED BY MR. UCHTYL AND ASK UNANIMOUS CONSENT.

Motion passed with no objection.

D. Public Participation on Non-Agenda Items – None

E. Approval of February 23rd, 2023 Board Minutes

1. Hearing no objections the February 23rd, 2023 Board minutes were approved as presented.

Special Order of Business – Jeremy Norbryhn Employee of the Quarter for January through March 2023.

Mr. Uchtyl read a document acknowledging Mr. Norbryhn’s accomplishments recognizing him as Docks & Harbors Employee of the Quarter.

F. Consent Agenda

A. Public Requests for Consent Agenda Changes - None

B. Board Members Request for Consent Agenda Changes - None

C. Items for Action

2. Hansen-Gress Property Appraisal and Non-Code Ordinance

RECOMMENDATION: TO ACCEPT THE HANSEN-GRESS PROPERTY APPRAISAL AS PRESENTED.

3. CY2022 Urban Alaska Consumer Price Index (CPI) Adjustment.

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RECOMMENDATION: TO ACCEPT THE CY2022 8.1% CONSUMER PRICE INCREASE FOR ALL APPLICABLE FEES.

MOTION By MS. HART: TO APPROVE THE CONSENT AGENDA AS PRESENTED AND ASK UNANIMOUS CONSENT.

Motion passed with no objection.

G. Unfinished Business – None

H. New Business

4. Docks & Harbors Use Area – Auke Bay Loading Facility (ABLF)

Mr. Uchytel said on page ninety in the packet is a request from a business to pressure wash their fleet of vessels at the ABLF. Mr. Uchytel received two memos, one from Karl's Auto Marine regarding the issues at hand and one from Gastineau Guiding with a mitigation plan for the pressure washing if the Board elects to allow that activity. Docks & Harbors (D&H) received a Certificate of No Exposure from the Alaska Department of Environmental Conservation (DEC) to allow routine maintenance and oil changes. However, DEC was not willing to provide a Certificate of No Exposure for the pressure washing. Gastineau Guiding contracted with an environmental consultant and provided a report included in the packet. Mr. Uchytel said how he reads the report is that their mitigation plan would be a closed system collection devise that would collect all the material and that material would be taken off site for disposal. This differs from what the Harbormaster was briefed in January.

Board Questions

Mr. Ridgway asked about Karl's Auto Marine lease and if we were able to compete and have the same type of services done on our section. He also asked if we make this exception for Gastineau Guiding, would we need to make it for everyone? Mr. Ridgway asked staff if additional companies had been in contact asking to use the ABLF for similar purposes. He asked about the income received for this type of use at the ABLF.

Ms. Layne from CBJ Law said there is nothing precluding D&H from allowing similar services at the ABLF. She spoke about the liability concerns with allowing Gastineau Guiding to use the facility for maintenance and pressure washing. She said D&H should require they get the proper permitting from DEC before using the ABLF. Ms. Layne said D&H could run into issues giving one company exclusive rights and not others.

Mr. Uchytel said we have two charter companies that typically use the ABLF for oil changes, Juneau Tours and Gastineau Guiding. He thinks this maintenance has been going on at the ABLF for seven plus years. Mr. Uchytel said D&H collected less than \$2K in fees associated with maintenance at the ABLF last year. As a public facility, D&H tries to accommodate all requests for use. The question before the Board tonight is no longer can we allow this activity, but should we allow this to continue on D&H property? We are listed as additional insured on all of their insurance policies. We receive \$36k a year from Karl's Auto and Marine's lease.

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Mr. Norbryhn said there was an email from a third company that was told back in 2019 they could not power wash their vessels and now wants to know if they can after reading past Board minutes.

Ms. Hart asked if our current staff numbers would allow for more and more use of the ABLF for maintenance and power washing.

Mr. Norbryhn explained how the ABLF is currently being used and the different types of activity that is normal. He expressed how the ABLF can be quite congested at times and occasionally staff needs to help with the flow. He feels most of the users get along well and make it work.

Mr. Becker asked about the storage at the facility, i.e. fuel tanks. He feels as Juneau grows, the limited space at the ABLF will be inadequate. He is uncomfortable approving this type of use at the ABLF.

Mr. Norbryhn said the ABLF has limited space and the different companies sometimes have a hard time turning their trailers around. He is currently working with a freight moving company, using the ABLF for storage, to downsize his foot print to create more space. Only empty fuel tanks are allowed to be stored as long as the drains are locked. He said he directed staff to paint lines for the different use areas.

Mr. Grant wanted to know if staff would need to be on site to keep track of the use and confirm the flimsy plastic guard is being used properly during power washing and oil changes. He has concerns about liability if there was a spill. Karl's Auto and Marine already has proper draining and is set up much better for this type of use.

Ms. Layne has the same concerns as Mr. Grant. She would like paperwork from the companies absolving D & H of liability.

Mr. Etheridge is concerned about other companies or private vessel owners requesting to use the ABLF for maintenance.

Mr. Uchtyl commented that Gastineau Guiding's consultant indicated in the provided report that DEC does not require a permit for the pressure washing activity which is different from what DEC told D&H. Each company would need to have a containment device, a commercial launch ramp permit, a reservation with the Harbor, and pay the work zone fee. Mr. Uchtyl pointed out currently all boat owners can change their oil in the Harbors with no permit.

Mr. Ridgway asked if there has been discussion on some of the requested work be provided by Karl's Marine for Gastineau Guiding and the other requested work be accomplished on our space?

Mr. Uchtyl said he has not heard that discussion and we are not involved in the private business to private business operations.

Mr. Grant asked if we do nothing by way of a motion, does the proposal die at that point?

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Mr. Uchytel said he is looking for direction from the Board for this policy question. His understanding from the Harbormaster is that pressure washing hulls at the ABLF without a permit is not allowed. That was the question to DEC in January.

Ms. Hart commented that currently D&H does not have a policy for the ABLF work zone and the question is really how to mitigate liability and mitigate congestion at the ABLF. What can be created in a policy to help address those two items?

Ms. Layne provided next step suggestions, make a motion to provide direction to Mr. Uchytel to see if there is or develop a policy for the ABLF work zone area, and bring that information back to the Board. The Board could ask for more information and this could be continued at a future meeting. These are good options to continue moving this forward.

Public Comment – (time limited to five minutes per person)

Mariann Cummings – Juneau, Alaska

Ms. Cummings commented that to be able to use the ABLF work zone area, you need to have a Commercial Launch Permit and she wanted to know how many were issued in 2022 and is this the potential number of companies that could use the ABLF work zone for maintenance and power washing? She asked if the lease with Karl's Auto and Marine had implied he would be the only one in the area doing boat maintenance or power washing. She is concerned the number of people that would get a Commercial Launch Permit would also want to do power washing and maintenance going forward. She has experienced being third or fourth in line to haul-out and it can definitely take a while. She is concerned about long lines and usage.

Mr. Uchytel said there are twelve to fifteen Commercial Launch Permits issued. Most of these are companies like Karl's Auto and Marine that will haul-out multiple different vessels.

Robert Reges – Anchorage, Alaska

Mr. Reges said he is an attorney representing Juneau Tours and is also helping Gastineau Guiding on this topic. He said he specializes in environmental law. There is either an individual permit needed for power washing a hull, or the power washing entity can capture, contain it, and moves it offsite. He said APDES stands for Alaska Pollutant Discharge Elimination System which is a permitting system that the State of Alaska took over in the last decade from the Federal Government which was created by the Clean Water Act in 1972. This is not the Multi-Sector General Permit (MSGP) that he believes Karl's Auto and Marine has now. The Multisector General Permit is not the correct permit for power washing. Karl's or the tour operators need to get an APDES permit to power wash legally. There would be no need for a permit unless there is a discharge of a pollutant, i.e. barnacles, seaweed or marine growth. If the discharge is captured and removed from the site, there would be no discharge to the waters of the United States and so there would not be a need for a permit. One way to decide who can use this space is if

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the requesting company to pressure wash is capturing their discharge or the requesting company has an ADPEC permit and is compliant. Gastineau Guiding's proposal today is to capture the discharge and do this without needing any permit.

Kenneth Dimarzio – Juneau, Alaska

Mr. Dimarzio is speaking on behalf of Juneau Tours. He does not think there has been any complaints of congestion at the ABLF and they use the facility daily. The only requirement is speaking to the D&H office and scheduling a time. If the office staff tells them it is busy, they switch to a different day to perform the maintenance. He feels Mariann has seen congestion because Karl's Auto and Marine does not contact staff or use their calendar. He has the largest truck and trailer in town which is about 100' and has never had an issue moving around at the ABLF. This discussion was not started due to complaints or city outcry, it was Karl's Auto and Marine that started this issue.

Karl Leis – Juneau, Alaska

Mr. Leis said he had extensive conversations with Mr. Creswell and Mr. Uchytel and they told Mr. Leis when he took over the boatyard that all the ABLF was just a loading facility and maintenance and power washing would be done by him at his leased boatyard. He made a large investment from that knowledge. This loading facility has now turned into a maintenance facility. He has a double filtration catch system and is then sent through the wastewater sewer system. The DEC knows about this system and knows which permit he has. Mr. Leis is doing everything possible to abide by all rules.

Dawn Wolfe – Juneau, Alaska

Ms. Wolfe is speaking on behalf of Gastineau Guiding. She feels the discussion about a flood of business to come to the ABLF is a little silly. Gastineau Guiding has been using the ABLF for this purpose for more than seven years now. They are just realizing they need a catch system and they always indemnify the City and Borough of Juneau (CBJ) on land and water with their policies. She said they are only in the ABLF for potentially two hours at a time depending on what maintenance is being performed. Her main concern is convenience and being able to perform maintenance at a moment's notice. Gastineau Guiding only has five months to make all of their revenue for the year. We will not know about an opening in our schedule until the night before. Gastineau Guiding's tours are sold on the ship. She is asking D&H consideration to continue to operate, with the exception of adding the containment system. Last year Gastineau Guiding was billed thirty times for using the ABLF for haul-out. She believes that was wrong and she met with Mr. Uchytel and Ms. Larson to let them know she will use the ABLF 80 to 100 times in 2023. She would like to continue to operate as in the past and feels Gastineau Guiding is a good operator.

Serene Hutchinson – Juneau, Alaska

Ms. Hutchinson is the General Manager of Juneau Tours. She wanted to comment that she does not think there will be a mad rush for companies to do their own service. There are very few companies that have nine or ten vessels and can afford the expense of having their own maintenance staff. Juneau Tours spends \$300K annually on staff

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payroll to maintain their vessels. Their business model is having their own maintenance staff because no one else can take care of their vessels like they can. They cannot afford a vessel to be down for even a day during the season. We do not want to be knocking on some mechanic's door in the middle of the night.

Robbie Janes – Juneau, Alaska

Mr. Janes spoke on behalf of Gastineau Guiding. He thanked the Board for having patience while they looked into all of this. He explained the process of hiring the environmental consultant and coming up with their plan for containment. The containment device is a heavy-duty piece of equipment that weighs two hundred and fifty pounds. It can be rolled out to the length of their vessels and is a five to ten minute set up. If they order it now it can be here in Juneau before the first oil change is needed. He is not concerned about the containment device failing because the ABLF is paved. Gastineau Guiding works very well with the other users of the ABLF and he wants to be compliant with the DEC and D&H to be able to keep doing what they have been doing.

Shelly Leis – Juneau, Alaska

Ms. Leis expressed concerns with the size of the containment device and congestion. She also would like to know how they will remove the water and pollutants from the device. She is concerned about the length of time the device will be staged at the ABLF. Ms. Leis said she has run into problems when big boats are trying to get out of the water.

Bob Janes – Juneau, Alaska

Mr. Janes said he rents a piece of land from D&H where they keep a forty-four foot trailer plus the truck of thirty foot. They have been paying for this rented space for seven years now. He is worried about the ability to get his boats serviced quickly at a moment's notice. They have cruise ships that show up late, or weather that keeps their vessels from providing tours. When these last minute things come up they try to service as many vessels as possible. The ABLF is a busy facility, it brings revenue and hopefully a bigger busy facility in the future. We are happy to pay higher user fees for the convenience. If you want to slow down overuse, set a criteria for commercial use and maintenance. Establish a requirement for pads, proper disposal, pump outs, permits, and permission for a leased space for this activity.

Jake Hotch – Juneau, Alaska

Mr. Hotch is speaking on behalf of Gastineau Guiding. He said regarding congestion, the companies are good to talk to each other, the Deputy Harbormaster and the Statter Office and provide an update on when the activity is needed to happen. If the area is extra busy, we can switch the day if needed. It has not been so congested that people are not able to move around and he cannot remember any problems in the past. Regarding the containment system, this will catch all the water and go into a big container that can be dumped at a disposal area by Skate Park that they did receive permission for that disposal. The cleanup is not anticipated to take very long because they are on a very tight schedule.

Mr. Leis asked if he gets to pressure wash at that location as well?

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Board Discussion/Action

Mr. Ridgway commented that one thing brought up tonight is worrisome. Is there a legal or ethical reason to stop this activity right not? Hearing from CBJ Law, he does not believe so. Hearing from the Boatyard Lease holder, he indicated that he believed he was promised he would have all the boat maintenance business and this needs to be addressed.

Mr. Becker said he agrees with Mr. Ridgway.

Mr. Grant commented he has too many questions to move this forward. There is conflicting evidence about conflicting uses. Whether there are times of the week or day it is harder to use this property. He has concerns about the system that Gastineau Guiding is proposing to use that is rolled up and used from the back of a truck. That could be a long time solution for a potential liability for spill. He has concerns about other people wanting to do the same thing and why the space is taken up by one operator. One thing pointed out from public testimony was, "that if we have a busy day we reschedule". With that thought, why can't they use Karl's to schedule a time for them to do the work. The Board has discussed in length the need to have a vibrant functional boat yards, and has gone through a great deal to try to keep the downtown boat yard alive, and why we are not going through similar lengths for Karl's Auto and Marine. There is not enough information tonight to make a decision.

Mr. Leither commented that he can see both sides of the argument. He said there are conflicting opinions on whether there is space or not. He sees the containment system as being complex even if proposed to be easy. His biggest concern is we have Karl's that we charge a hefty lease for and a variety of other companies that want to use the space on the other side of the fence that is only charged minimum. Even with the good points made tonight he is not prepared to support using the launch ramp side for smaller maintenance. In prior meetings, other options were discussed that a boat owner can load there vessel on a trailer and take it offsite for maintenance or schedule an appointment with Karl's to have it done at the boat yard.

Mr. Ridgway said with the comments made tonight and the comments from the lawyer in Anchorage indicated the MSGP does not cover the discharge into the sewer, he would go back to legal and move this to a policy decision. Regarding the fair and ethical question, with this going on for the last seven years, this could be that there was miscommunication when Karl's Auto and Marine took over the lease. Boat Yards are very important to Docks & Harbors for the services to our patrons. He would like to give staff guidance on what is needed to move this forward. One question is if this activity has been going on for seven years, is it going to hurt Karl's business now? We do not want to do that. Another question is do we want to continue to offer the space to do minor maintenance? There needs to be a policy to be able to move this forward and what direction does staff need from the Board for a policy?

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Mr. Leither asked if we let this work be done, how do we stop someone in the future that does this type of work as a business from doing it at this space?

Ms. Hart agreed to provide direction to staff to be able to move this forward. She suggested to have Karl's also use the calendar to schedule when boats will be hauled out. Karl's boat yard has a lot of value and Docks & Harbors Board wants to show we support that business. Tonight she heard some of the challenges at the ABLF but does not have enough information to come up with a decision right now. DEC will need to weigh in on the actual requirement for the pressure washing and minor maintenance. She would also like a better understanding of what the current activity is at the ABLF. What are the current leases at the ABLF? How will that filter into a broader policy on uses. With the name being the Auke Bay Loading Facility do we just want it to be a loading facility or support some additional services? Giving an entity an exclusive use of an area is unsettling for her. Excluding an entity from doing something minor and easy to do maintenance would be bad to add an additional expense on those companies when it is something they have the staffing and they can do in house. She is sure Karl's would not be wanting to do that and providing Karl's that kind of exclusivity is not fair. She would like a policy to take those things into consideration. What allowable uses can happen on the D & H non-leased space at the ABLF? She would like Board input and bring back to the next Operations/Planning meeting to act on.

Mr. Ridgway pointed out that this has been going on for seven years. He said with thinking terms of environmental liability, any 35' vessel in our Harbor is potentially greater liability than pressure washing is. He does not want to make this exclusive for Gastineau Guiding but all boats. He would like to look at a balance between the two. This is not an unsolvable issue.

Ms. Layne commented that the exclusive use idea has to be approved by the Assembly. She is unsure if that was in this lease and she would like to review this lease further before any decisions are made.

Mr. Ridgway asked to see page 93 and asked staff to show where the proposed use area is. Mr. Norbryhn talked about the different uses and spaces used at the ABLF.

Mr. Ridgway asked why D&H has a commercial use launch permits.

Mr. Uchytel said because it is businesses making money off launching vessels. Having a commercial launch ramp is not just exclusive to ABLF. It is a business that hauls out boats and they can use any launch ramp.

Mr. Ridgway asked if at the rest of the ramps it is common to see maintenance being performed?

Mr. Norbryhn said he does not allow that and tells them to take it off CBJ property.

Mr. Ridgway suggested to have members write down questions for staff and send to Mr. Uchytel. He said he is in favor of utilizing our property. He wanted to know what it will

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look like if we have an agreement to allow this activity on this property. He is not going to say yes or no to a DEC permit. He would like to have a D & H letterhead plan that states how this would be required with specifics with what we charge, and constraints on use. The need is out there and he wants staff to move forward to develop a use plan.

Mr. Leither asked what is D & H obligation to Karl's Auto and Marine, and what was Karl's understanding of the lease? Even if legal says we can do this, the question is whether we should do this. This is important to know before anything else. If it is not the right thing to do he will not support this.

Mr. Ridgway said he wants to look into if something was in writing that all boat work would come to the boat yard. He wanted to ask staff to figure that out.

Mr. Uchytel said he does not recall having a discussion with Mr. Leis telling him we will stop all operations that have been going on for the last five years. He might have said that the boatyard would continue to operate the same as Harri's Commercial Marine operated. Mr. Duvernay never said that there was an issue with the current activity. Since 2019, Mr. Uchytel has not hear anything until now that there was an issue with the pressure washing and oil changes currently going on.

Ms. Larson commented that the first term of Karl's Auto and Marine lease is ten years which expires April 2028 and has a maximum of twenty years.

Ms. Hart asked if there needs to be a formal motion to move forward. She understands that a policy sometimes takes a while and the season is fast approaching. Is there an one season, temporary policy that could be put in place until the permanent one was completed?

Mr. Etheridge said no need for a formal motion.

Mr. Ridgway said he would not want a temporary policy. He would like staff to come up with a use area guidance to allow a specific activity.

MOTION By MR. RIDGWAY: TO DIRECT STAFF TO DEVELOP A BRIEF ON WHAT A USE PLAN FOR ALLOWING THE ACTIVITIES THAT HAVE GONE ON IN THE PAST TO CONTINUE AND ASK UNANIMOUS CONSENT.

Motion passed with no objection.

I. Items for Information/Discussion – None

J. Staff and Member Reports

1. Operations Committee Meeting Report

Mr. Ridgway reported the committee met last week and the items were brought to the full Board.

2. Assembly Lands Committee Liaison Report - None

3. South Douglas/West Juneau Liaison Report – None

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4. Member Reports – Mr. Ridgway commented that the CG is going to have a buoy tender in town in April and asked if any Board member would like a tour of that vessel.

K. Port Engineer's Report

Mr. Sill reported –

- The Marine Park Deckover – This project is nearing completion. The contractor poured concrete earlier this week, the rails will be up early next week, and then onto landscaping. The project will be open to the public in early April.
- The Restroom and Covered Shelter at Statter – Dawson Construction is our contractor and they have had some delays with the cold weather and difficulty with getting the utilities in the ground. Staff anticipates the slab to be poured early next week and then the building will go up quickly. As the tour season begins, staff has a plan to allow people access around the construction site.
- Aurora Harbor Phase III – This project is the north end of the Harbor. The bid opening is on April 12th. He is trying to get an idea on what our bids might be so he is looking at a bid result from a current marine project in Southeast Alaska that has just closed. He said the bid looks high, but he will do some further review.
- Aurora Harbor Phase IV – This project will be the completion of the Harbor, which is the reinstallation of the gangway at the Norway point end, more work on the approach dock, reconnection of the head walk all the way through, and reconnection of the water. Our goal is to build the Harbor to be able to get rid of our waitlist. Staff plans to put some boards up to solicit public comment at the outreach meetings.

Mr. Grant asked why staff believes building the harbor from the waitlist is the correct way to proceed?

Mr. Sill said that is the demand at the moment.

Mr. Grant said it may be, that a larger vessel that is harder to trailer, would put their vessel on the waitlist, but the smaller vessels that are able to be pulled out of the water easily, probably do not sign up for the waitlist. Why is the waitlist being used as the measure to build the stalls?

Mr. Sill said he understands Mr. Grant that there may be an unmet need by working off the waitlist, but this is what staff has and is the unmet need that staff is aware of.

Mr. Etheridge commented that working from the waitlist was a direction from the Board.

Mr. Becker said he also contributed comments from the boaters that they wanted slips for the larger vessels.

Mr. Sill said staff has learned if boaters can take their boat out of the water easily, than people are doing that. We have had smaller stalls in the past and they were underutilized. Staff is trying to build to the current need.

Mr. Becker commented that the other request was for a gated area on the North end of Aurora for better security.

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Mr. Sill said at the Operations meeting there was discussion on installing a gate at Harris Harbor. Aurora Harbor has four different access points and will be more difficult and expensive to secure, but this could be done. The plan is to start at Harris and see how that works. If we receive good feedback, we can expand.

Mr. Ridgway commented that years ago there was discussion on having a gated finger and charging higher for that location. This is a brand new Harbor and he believe people would pay more for the additional security.

Mr. Sill said nothing planned will preclude staff from being able to install gates on fingers in the future. In this \$4M dollar project, we have not gotten down to the \$30K or \$40K level of detail yet.

L. Harbormaster's Report –

Mr. Norbryhn reported

- The first cruise ship will be here in just over two weeks. Staff is working hard to get ready.
- Hiring is going well but there are still a couple admin position, harbor officer positions, and part time limited positions open. They all close next week.
- The regular seasonal staff starts April 3rd and we plan to hit the ground running.
- Staff is work on getting the water turned back on and fixing broken pipes that broke over the winter.

M. Port Director's Report –

Mr. Uchytel reported –

- The Port Engineer and Harbormaster met with SECON who is requesting an area in the Douglas Harbor parking lot for a lay down area. The ask is for 15 months and staff believes it is possible to accommodate their ask. There will be a MOA executed to allow them to use a corner of the parking area and in return Harbors will get rap put down and a trench that will allow us to put a light in at the end of Douglas Harbor.
- On April 11th Mr. Uchytel will go to the Planning Commission due to failing to secure a new flood zone exemption for Statter Harbor phase IIIC. The exemption held previously expired in 2020.
- Based on last week's discussion about the Goldbelt property, he showed slides and described the Board's suggestions to date on this topic. He said originally, the thought was to make an even trade so both property owners had useable property and no money exchanged hands. The Board requested to go back and provide a change in the areas being swapped. That was brought back to the Board and there was more changes wanted from that layout. Mr. Uchytel said there is not a lot of property at this location. Our side of the property would have been more valuable had we been able to get the NOAA dock. Maybe in the future there may be a chance to make a deal with the Coast Guard but absent that property, our portion of the land at this location is not very useable.

CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING MINUTES
For Thursday, March 30th, 2023

Section E, Item 1.

Mr. Becker suggested to have a meeting where just this property is discussed to come up with ideas on what we could do with our portion. If there is nothing, maybe we should sell all of it to Goldbelt.

Mr. Grant would not want to give up the waterfront property and he wanted to go back to the split with the 20' piece at the entrance to the property.

Mr. Bryson commented with this being tidelands, wouldn't this require final approval from the Assembly.

Mr. Uchtyl said yes, this would require Assembly approval.

More discussion continued on the requirement for the green space by the road and the ability to use the Docks & Harbors portion of the area.

Mr. Ridgway commented that his thought is to maximize potential future use of this area.

Mr. Bryson commented that his understanding is the request has been made by the Coast Guard to obtain the NOAA property for the icebreaker that has been put into the President's Budget. There are a lot of moving pieces around this land being discussed. He said the Board could spend a lot of time devising the lines and the Assembly could go through and change those lines in one meeting. He recommended to just decide if this is a trade the Board wants to do but not to focus as much into the details because the Assembly could likely change it all.

Ms. Smith asked if the boats parked on the side of the road by the Douglas Harbor is in our jurisdiction?

Mr. Uchtyl said no, that is a JPD issue.

N. Assembly Liaison Report –

Mr. Bryson reported -

- He did a town hall meeting for the North Douglas Crossing and met with different North Douglas Committee groups.
- Regarding the trash topic, he is having a work session next Thursday and bringing in the carrier and post collections trying to get a solid plan on how to move Juneau's trash situation forward.
- He talked on problem corner about locking the Harbors, after explaining this would be operated with a fob system, there was not a lot of push back from the public.

O. Board Administrative Matters

- a. Public Outreach Meeting – 6pm Tuesday, April 4th @ Mendenhall Library
- b. Special Board Meeting – Noon Friday, April 14th, 2023
- c. Public Outreach Meeting – 6pm Tuesday, April 18th @ Yacht Club
- d. Operations/Planning Committee Meeting – 5pm Wednesday April 19th, 2023
- e. Board Meeting – 5pm Thursday April 27th, 2023

P. Adjournment – The meeting adjourned at 7:33pm

CBJ DOCKS AND HARBORS BOARD
SPECIAL MEETING MINUTES
For Friday, April 14, 2023
CBJ Room 224 and via Zoom

A. Call to Order: Mr. Etheridge called the Special Board meeting to order at 12:07 p.m. in City Hall Room 224 and via Zoom.

B. Roll Call: James Becker, Paul Grant, Matthew Leither, Mark Ridgway and Don Etheridge.

Absent: Debbie Hart, David Larkin and Annette Smith.

Also Present: Carl Uchytel – Port Director, Matthew Creswell – Harbormaster, Teena Larson – Administrative Officer, Matthew Sill – Port Engineer, Chelsea Swick – Risk Management Officer, Sherri Layne – City Attorney and Nichole Benedict – Administrative Assistant.

C. Port Director Request for Agenda Changes – None

D. Public Participation on Non-Agenda Items – None

E. New Business

1. Aurora Harbor Phase III Bid Award

Mr. Uchytel said staff held the bid opening on Wednesday for the Aurora Harbor Phase III project and our CIP has a balance of \$4.1M. For the bid offering, the project was broken down. There was a base bid, and four alternate bid items. Staff was hopeful to at least be able to award the base bid. The base bid for the apparent low bidder was \$4.3M. At this time, we do not have enough money to make a recommendation to the Assembly to make an award. The next item on the agenda is an action item for the Board to decide if you want to commence a process to transfer additional money into the CIP in order to salvage the base bid. The other reason to start the process today is in order to transfer from a fund balance into a CIP takes two Assembly meetings. There is an Assembly meeting on Monday and then the next meeting would be May 8th. If this is not introduced on Monday it would be introduced on May 8th and we would not have funds to award until June. A contractor is required to hold a bid for 90 days but it really is not fair to have them hold it that long so we are trying to expedite as promptly as possible.

Mr. Sill said he put together a slide show showing the bid results and project costs over the years. He said the low bidder is Trucano Construction with the low bid of \$4.25M which is almost \$1M over the engineers estimate. The base bid is just a skeleton of a project that was put in with four alternates. Added alternative A is an extension of the head walk, added alternative B is finger floats on the south side of the main walk, added alternative C is a T float on the end of the float, and added alternative D is the anodes. There were two bidders and the high bidder was Western Marine Construction and they were only \$241,000 higher than Trucano. He said he is confident these numbers are real. He believes these higher prices are due to inflation, labor shortages that are hitting the float manufacturers, material shortages, and lead time for electrical items. Another thing

CBJ DOCKS AND HARBORS BOARD
SPECIAL MEETING MINUTES Continued
For Friday, April 14, 2023

Section E, Item 2.

is that there was a lot of grant money and now there are a lot of people competing for the same material. He showed a graph with project costs over the past ten years, and also current project costs. From 2013 to 2018, the 10' wide float cost was approximately \$110 a square foot and were reasonably flat. In Southeast Alaska, the first bids received for 10' wide floats after COVID was Angoon at \$300 a square foot and the Aurora Harbor Project bid at \$297 a square foot. The finger floats were \$104 to \$125 per square foot, now they are \$282 per square foot. Mooring piles were \$100 LF and they are currently at \$228 LF. Comparing to the Angoon bid prices, the bid for piles came in higher. For the Electrical system, since 2018 the costs for copper have quadrupled and the components for our electrical system are not available for many months. The bid we received showed a sharp and uncontrolled jump in prices. He showed a slide showing what the base bid will buy us. The base bid is two modules that is 128' of head walk, finger floats on the north side of the main walk, and nothing on the south side.

Board Questions

Mr. Leither asked if not adding alternate D (anodes) initially will cause damage to our floats?

Mr. Sill said it is fairly common to have this as an alternate bid item because they are good projects for the matching grant applications which range in the \$70K price range. The low bid for this was \$73K. The pilings are galvanized and protected for roughly five years without concern.

There was no more discussion on this topic due to not having funds to award the bid.

Mr. Uchytel said the \$250K transfer requested in the next item takes two meeting. In the posting notice, it will be publically announced that we intend to ask the Assembly to approve transfer of money and we intend to award a \$4.3M bid to Trucano Construction. If the Assembly approves the \$250K at the May 8th meeting, they can also approve the bid award later in that meeting.

2. Transfer of \$250K from Harbor Fund Balance to Aurora Harbor Improvement (CIPH51-125).

Mr. Uchytel said on page seven in the packet shows our projected fund balance numbers for the end of FY23 to be \$2M. The Board approved moving \$500K to the Aurora project to have the 50/50 match for this bid. After the \$500K staff is currently projecting to have \$1.5M. The question for this meeting is do we want to salvage the base bid award and move \$250K from our fund balance to make the base bid award. Page six in the packet shows the October 2022 1% sales tax where Docks & Harbors will receive \$6.5M. We will receive \$2.4M of that in FY24 but probably not available until the second quarter. From the 2017 1% sales tax, we received \$1.5M but that will not be available until July 1, 2023.

Board Questions

Mr. Grant asked if we should ask the Assembly for the \$250K.

CBJ DOCKS AND HARBORS BOARD
SPECIAL MEETING MINUTES Continued
For Friday, April 14, 2023

Section E, Item 2.

Mr. Uchytel said if we are asking about the 1% sales tax money, there just is not money in the first quarter. The contractor is required to hold their bid for three months but we typically do not treat our contractors like that. There is the \$2M that the Assembly appropriated for the UAS purchase but he does not believe the Assembly would want to use that for this project. There are not a lot of good options to expedite the funding for this project.

Mr. Grant suggested to renegotiate the scope of work on the base bid.

Mr. Sill said that is generally not allowed. The point of having alternates is to give us flexibility. He said he believes that would draw out a protest from the other bidder and it would look unfair.

Mr. Leither asked if the money from the fund balance would be replenished by the 1% money in July?

Mr. Uchytel said the 1% money is used to maximize grant match. Next year there will be more competition for the ADOT matching grant. We will still have a need to move money from the 1% money for this project for D&H Port Engineer time and contracted electrical engineer time. The \$250K transfer is just to be able to award the base bid.

Mr. Ridgway commented that the payback at these rates are about 70 years which does not include maintenance. The Douglas Harbor project was half this. This project has doubled in price but our harbor rates have not increased and this needs to be looked at.

Mr. Uchytel said on page three in the packet shows the low bidder electrical system bid of \$1.1M which is 25% of the whole project and noted that Harbors will never recoup any of those funds. Most patrons that have a 60' slip will have an account directly with AELP and we get nothing. We are not an energy provider and cannot sell energy.

Mr. Grant asked if all bid components have been looked at in depth?

Mr. Sill said the best way to look at the bids is to compare the two bids line items. The two bids, at this scale, are almost identical bids and that makes him believe they are realistic bids.

Public Comment - None

Board Discussion/Action

MOTION By MR. GRANT: TO RECOMMEND THE ASSEMBLY APPROVE \$250K TRANSFER FROM THE HARBORS ENTERPRISE FUNDS BALANCE TO AURORA HARBOR IMPROVEMENTS CIP AND ASK UNANIMOUS CONSENT.

Motion passed with no objection.

3. PIDP Grant Match

Mr. Uchytel said on page nine in the packet is a schematic put together for PND and Rain Coast Data to help in the drafting of the PIDP Grant application. Staff has pivoted away from any Grant that would require use of the UAS property. The drawing is

CBJ DOCKS AND HARBORS BOARD
SPECIAL MEETING MINUTES Continued
For Friday, April 14, 2023

Section E, Item 2.

conceptually what we are moving towards with the grant application which is due April 28th. The grant writing team would like to know if D & H will be providing any match to the grant? He said he called the MARAD Northwest Alaska Regional Gateway Director for the “small project, small port grant” which is an \$11M project and she indicated some match would be appropriate. The \$2M that the Assembly appropriated for the UAS property would not be available to use for this match. He said the only place we could get the match money from is the \$5M from the 1% sales tax for the Aurora Harbor floats, Harbormaster building and uplands.

Board Questions

Mr. Grant asked if the demand for this drive-down float is strictly commercial fishermen or are there other users that could benefit from this?

Mr. Uchytel said the grant application will be written with freight related use in mind. The MARAD grant is for freight being moved across the dock. Rain Coast Data is looking at freight that could go to Taku River, Lucky Me, or surrounding neighboring villages. The use would be similar to the Auke Bay Loading Facility. The Commercial Fishermen want to use it for minor maintenance, changing out their gear, and moving fish products and crab. Staff is looking at what other freight can be legitimately articulated in a grant application.

Mr. Grant said he sees the drive-down float constricting the fairway into Aurora. This will involve making two square turns as opposed to a gradual turn in. There will be a need to have lights on the end of the float.

Mr. Etheridge commented that the design can be looked at in more detail at a later time but the question tonight is if the Board wants to put match money to this grant?

Mr. Grant wanted to know if there is a time factor on this?

Mr. Etheridge said yes.

Mr. Uchytel said the latest to give a final answer on a match is at the Operations Meeting on Thursday.

Mr. Becker said he also has some design issue, but he would like this to move forward.

Mr. Leither asked if Mr. Uchytel has a recommendation for a match amount?

Mr. Uchytel said all other PIDP grants require a 20% match. That does not apply to this grant application but he would say anywhere from zero to \$2M.

Mr. Leither asked what the cost of this project is?

Mr. Uchytel said the Engineers estimate for design and construction is \$11.2M.

Public Comment - None

Board Discussion/Action

CBJ DOCKS AND HARBORS BOARD
SPECIAL MEETING MINUTES Continued
For Friday, April 14, 2023

Section E, Item 2.

MOTION By MR. BECKER: MOVE TO WAIT UNTIL THURSDAY TO DECIDE A MATCH AMOUNT AND ASK UNANIMOUS CONSENT.

Motion passed with no objection

Mr. Grant asked to have a staff recommendation on a specific amount at the Thursday meeting.

F. Items for Information/Discussion

4. ABLF Work Zone DEC Response

Mr. Creswell said the issue with the pressure washing request at the ABLF has been going on since January. Gastineau Guiding recently removed the request to pressure wash. In the packet on pages 11 to 13 are emails between himself and DEC. The email from DEC states that if minor maintenance is allowed to continue, pressure washing is not allowed. If pressure washing continues, minor maintenance is not allowed.

Board Discussion/Action

Mr. Grant asked if there was any follow up the Board needs to do?

Mr. Creswell said not at this point. Gastineau Guiding and Juneau Tours will continue to do their oil changes at the ABLF but they have a plan for pressure washing the boat bottoms at another facility.

Mr. Grant asked if there is a need for the Board to get involved to somehow make the area more useful by brokering a deal between the users and the boatyard.

Mr. Creswell said Gastineau Guiding and Karl's Auto and Marine had several meetings where they did talk about ways to meet both their needs, and they could not come to an agreement. Gastineau Guiding has a full maintenance staff and they have a plan to meet their needs.

Mr. Leither asked if Karl's still feels like there is controversy or does this resolve the conflict?

Mr. Creswell said he would not say there is no conflict, but oil changes are permitted and have been historically allowed.

Mr. Ridgway said he would like staff to come up with a use plan that has requirements and restrictions for allowing people to do work at that location.

Mr. Etheridge suggested to bring this to the Operations Committee to discuss.

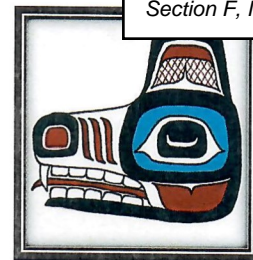
Public Comment - None

G. Adjournment – The meeting adjourned at 12:59 p.m.



Douglas Indian Association Tribal Government

1021 Glacier Ave Juneau, Alaska 99801-1529
Phone: (907) 364-2916 Fax: (907) 364-2917



Section F, Item 3.

The Honorable Pete Buttigieg
Secretary of the U.S. Department of Transportation
Office of the Secretary of Transportation
1200 New Jersey Ave, SE
Washington, DC 20590

Maritime Administrator Ann Phillips
U.S. DOT Maritime Administration
West Building
1200 New Jersey Avenue, SE
Washington, DC 20590

Dear Secretary Buttigieg & Administrator Phillips,

The Douglas Indian Association (DIA) is a federally-recognized tribe with about 700 Tribal members, many of who live within the Tribe's traditional and historic territory. DIA's Base Roll Tribal members originate from the T'aaku Kwáan and A'akw Kwáan clans which have inhabited the Anax Yaa Andagan Yé (Douglas) and Dzantik'i Héeni (Juneau) region since time immemorial. Our traditional and historical territory encompasses all of the City and Borough of Juneau, as well as some areas to the east and north on Admiralty Island and the Chilkat Peninsula, to the south encompassing Endicott Arm, and to the east into Canada in the areas of the Taku River and Atlin, B.C.

Through the Alaska Native Claims Settlement Act (ANCSA) of 1971, the State of Alaska conveyed lands to Native corporations in Southeast Alaska, but no land was conveyed to the Tribe in the Douglas or Juneau area. Currently the DIA membership has grown to over 700 tribal members. Most of the members live within the city and Borough of Juneau (CBJ), which has an overall population average of about 32,000. There are approximately 6,000 Alaska Natives living in the City and Borough of Juneau and Douglas, many of whom are eligible to apply for membership in DIA.

DIA strongly and unconditionally supports the CBJ Docks & Harbors efforts to construct a drive down float at Aurora Harbor, which is less than 2000 feet from our Tribal Office in Juneau. As Tlingit people of SE Alaska for over 10,000 years, we are maritime nation which relies on access to the water for transportation, subsistence and culture. The Tlingit people has depended on salmon from time immemorial. We have a numerous number of Tribal members who commercially fish that would benefit immensely with this infrastructure improvement to the CBJ Harbor. The project would create efficiencies and improved safety for commercial fishermen to load stores, change out gear and for routine maintenance on their vessels. The float could potentially be used for direct sales of fish to public which would be a direct economic benefit.

This proposed drive down float could also facilitate more efficient movement of freight and goods from the regional hub of Juneau to our Tribal members throughout SE Alaska and British Columbia. Currently there are no downtown Juneau facilities that support regional marine transportation. This project would help in commercial loading of freight, including fish product.

CBJ Docks & Harbors routinely works with DIA to ensuring Tribal needs are met. DIA stand firmly in support of this project and looks forward to this project serving the needs of Juneau, including the Alaskan Native community.

Sincerely,


Clarence A. Laiti

Tribal President



April 12, 2023

Carl Uchtyl
Port Director CBJ Docks and Harbors
City & Borough of Juneau
Docks & Harbors
155 S. Seward Street
Juneau, AK 99801

Re: Aurora Harbor

Dear Mr. Uchtyl

The Southeast Alaska Seiners Association (SEAS) is in favor of the City of Juneau pursuing the PIDP grant to construct a drive down float at Aurora Harbor. SEAS is a private non-profit association representing the majority of the salmon purse seine fishermen in Southeast Alaska.

A drive down dock at Aurora Harbor would not only benefit purse seine fishermen, but all other commercial fishermen in northern Southeast Alaska. It would also relieve the congestion at the downtown dock in Juneau.

If there is anything more that SEAS can do to get this project underway do not hesitate to contact me.

Thank you for your time on this matter.

Sincerely,

Phil Doherty
Executive Director – SEAS
PO Box 6238
Ketchikan, AK 99901

CC: Honorable Pete Buttigieg
Ann C. Phillips US Navy (Ret.)

UNITED SOUTHEAST ALASKA GILLNETTERS

Box 2196, Petersburg AK 99833 * (253) 279-0707 * usag.alaska@gmail.com * akgillnet.org

USAG'S MAIN PURPOSE IS TO PROTECT, SERVE AND ENHANCE SOUTHEAST ALASKA'S COMMERCIAL GILLNET FISHERY
April 16, 2023

The Honorable Pete Buttigieg
Secretary of the U.S. Department of Transportation

Rear Admiral, Ann C. Phillips, U.S. Navy (Ret.)
Administrator

U.S. Department of Transportation
Office of the Secretary of Transportation
1200 New Jersey Ave, SE
Washington, DC 20590

Dear Pete and Ann,

United Southeast Alaska Gillnetters is a non-profit entity that works to preserve, protect, and enhance the Southeast Alaska drift gillnet fishery. Our membership consists of fishermen and businesses from the region.

Today we are writing to support the drive down float at Aurora Harbor proposed by City and Borough of Juneau Docks and Harbors, and their application for a Port Infrastructure Development grant. Drive down floats are vital infrastructure additions to any harbor, especially one as busy as Juneau's. Commercial fisherman can easier transfer gear, heavy parts, supplies, and product. Other harbor users, including public safety, will also benefit, as it will allow for a more timely and safe transfer of whatever needs moved from boat to vehicle, or vice-versa.

Drive down floats are fairly new to the area, but where they have been installed, they see extremely high use. Juneau has a large harbor complex, is home to the most fishermen from our fisheries fleet, is home to many sport charter operations, whale watching business, and in summer see an extraordinary amount of visitation of yacht tourism. A well-managed drive down float would be a good addition to the CBJ Docks and Harbors complex, and would be well used and serviceable for decades.

Sincerely,



Max Worhatch, Executive Director, USAG



JUNEAU, ALASKA

April 17, 2023

Carl Uchytel, P.E.
Port Director
155 S. Seward Street
Juneau, Alaska 99801

Subject: Aurora Harbor drive down dock proposal

Carl,

We feel that the proposed drive down dock in Aurora harbor would be a great infrastructure addition for both our local fleet and out of town fishermen that deliver to our plant. Being able to transfer fishing gear, load groceries and other supplies at another access point would lessen the bottleneck we experience at times at the IVF float during the busy summer months with the lack of loading zone space.

A drive down float would also make it much easier for any of the local vendors including engine service, hydraulic repair, electrical repair and refrigeration service to access the boats by being able to drive down and park beside the boat.

Regards,

A handwritten signature in black ink, appearing to read 'Hank Baumgart', is located below the 'Regards,' text.

Hank Baumgart, President

550 South Franklin Street
Juneau, AK 99801
(907) 463-4617

From: Mary Becker <jmbecker@gci.net>
Subject: Drive down docks
Date: April 4, 2023 at 3:08:46 PM AKDT
To: Mary Becker <jmbecker@gci.net>
Cc: carl.uchytil@gmail.com

To whom it may concern:

My name is Jim Becker. I have been a commercial fisherman in Alaska for over 50 years fishing salmon, halibut, black cod and herring.

Fishing gear for each separate fishery requires very time consuming effort because the gear is heavy and bulky. Most fishing ports provide equipment such as hydraulic cranes and in many cases have drive down docks so that gear and other necessary supplies can be delivered right next to the vessel.

Often fishing vessels are trying to change over gear from one fishery to another at the same time. There is a short amount of time to change gear from one fishery to another making the available space very limited. Many fishermen, such as myself and my son and others, participate in several fisheries which requires switching gear several times a season.

Drive down docks are a convenient, quick way to facilitate several boats in a short amount of time to give everyone the ability to off load and load gear. With a drive down dock, trucks and other equipment for boat repair can be parked next to the vessel.

Drive down docks are extremely beneficial to commercial fishermen. In my 50 + years as a fisherman, I know that any ability to supply vessels would be a great benefit.

We in Juneau have been waiting for years to build a drive down dock and now we finally have the opportunity.

Sincerely,

Jim Becker
Commercial Fisherman
F/V KRISTINE
Juneau, Alaska

April 10, 2023

Harbormaster:

As a harbor patron and commercial fisherman, I would like to offer my whole hearted support for the proposed drive down ramp in Aurora Basin harbor.

As I understand, the vicinity of the old fuel dock is the suggested site, and I agree this would be an excellent choice.

Should you have any questions, or require further support, please feel free to contact me via any of the following methods.

Sincerely,

Michael Walsh
F/V Silver Fox
Slip H227
Walshm@gci.net
907 723 9883 (call or text)

The Honorable Pete Buttigieg
 Secretary of US Dept of Transportation
 1200 New Jersey Ave, SE
 Washington DC 20590

4-6-23

Sir:

My name is Robert Mosher. I'm a Fisher-man in Juneau, Alaska. My Boat is the F/V Persistence.

I'm writing you to express my extreme support for The Building of a Drivdown dock by Juneau Docks & Harbors. We are one of the few Harbors in SE Alaska not to Have a drive down dock.

A drive down dock would make my operation much faster & safer for handling gear & equipment compared to our current system of using cranes to Lift our gear & equipment on & off my vessel.

I've been fishing for over 50 years and know this would be a major improvement in harbor Infrastructure for our community.

Your consideration of this project is greatly appreciated.

11985 Mendenhall Loop Rd
 Juneau, AK 99801

Sincerely,
 Robert T Mosher



3025 Clinton Drive
Juneau, AK 99801
(907) 790-1437 Office

April 10, 2023

Office of Port Infrastructure Development
United States Department of Transportation - Maritime Administration
1200 New Jersey Avenue SE
Washington, DC 20590

Re: CBJ Docks & Harbors Port Infrastructure Development Program (PIDP) Grant Application

To whom it may concern,

It is a pleasure to submit a letter in support of the Port Infrastructure Development Program application by the Docks and Harbors office of the City and Bureau of Juneau. Docks and Harbors has provided services that enhance the city of Juneau and the surrounding region for many years, and it is our belief that an award for this grant application will continue that trend.

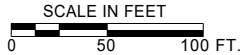
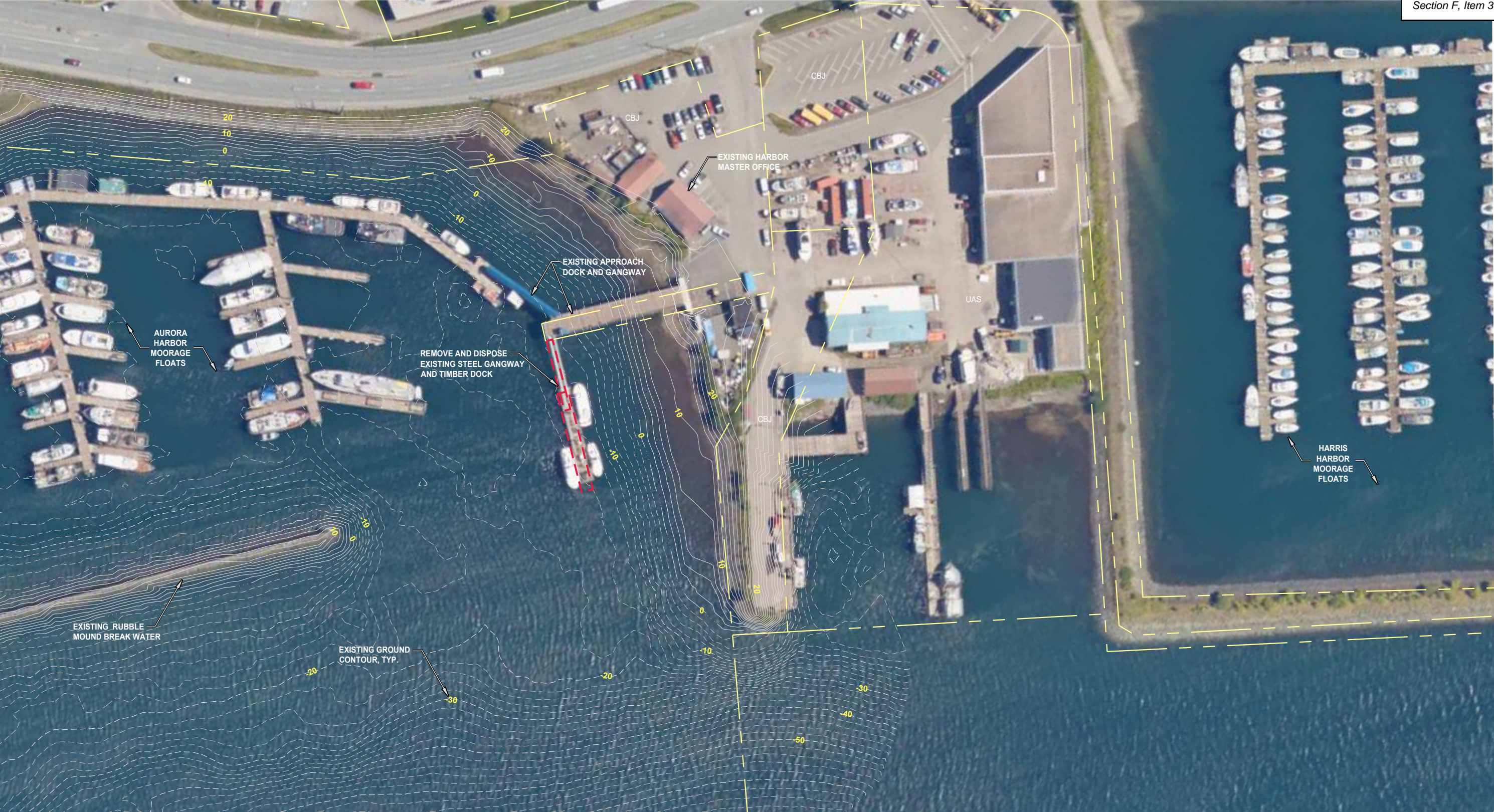
As a Native Alaskan corporation, Goldbelt's foremost focus is supporting our local communities. The proposed project, a "drive-down" float in Juneau's Aurora Harbor, would greatly improve opportunities for local fishermen. Fishing is integral to the livelihoods of many of our native shareholders, and we believe that any and all improvements to make the industry more accessible are worth investing in.

Goldbelt and Docks and Harbors have worked together on many projects over the years. Our organizations believe in creating meaningful adjustments that will improve the safety and efficiency of port-related infrastructure for Alaskans. Goldbelt strongly supports the project as detailed in the application and urge you to move forward with an award for this endeavor.

Respectfully,

A handwritten signature in black ink, appearing to read 'Steven Sahlender'.

Steven Sahlender
VP of Operations – Alaska Group
(850) 533-6352



Concept No 1

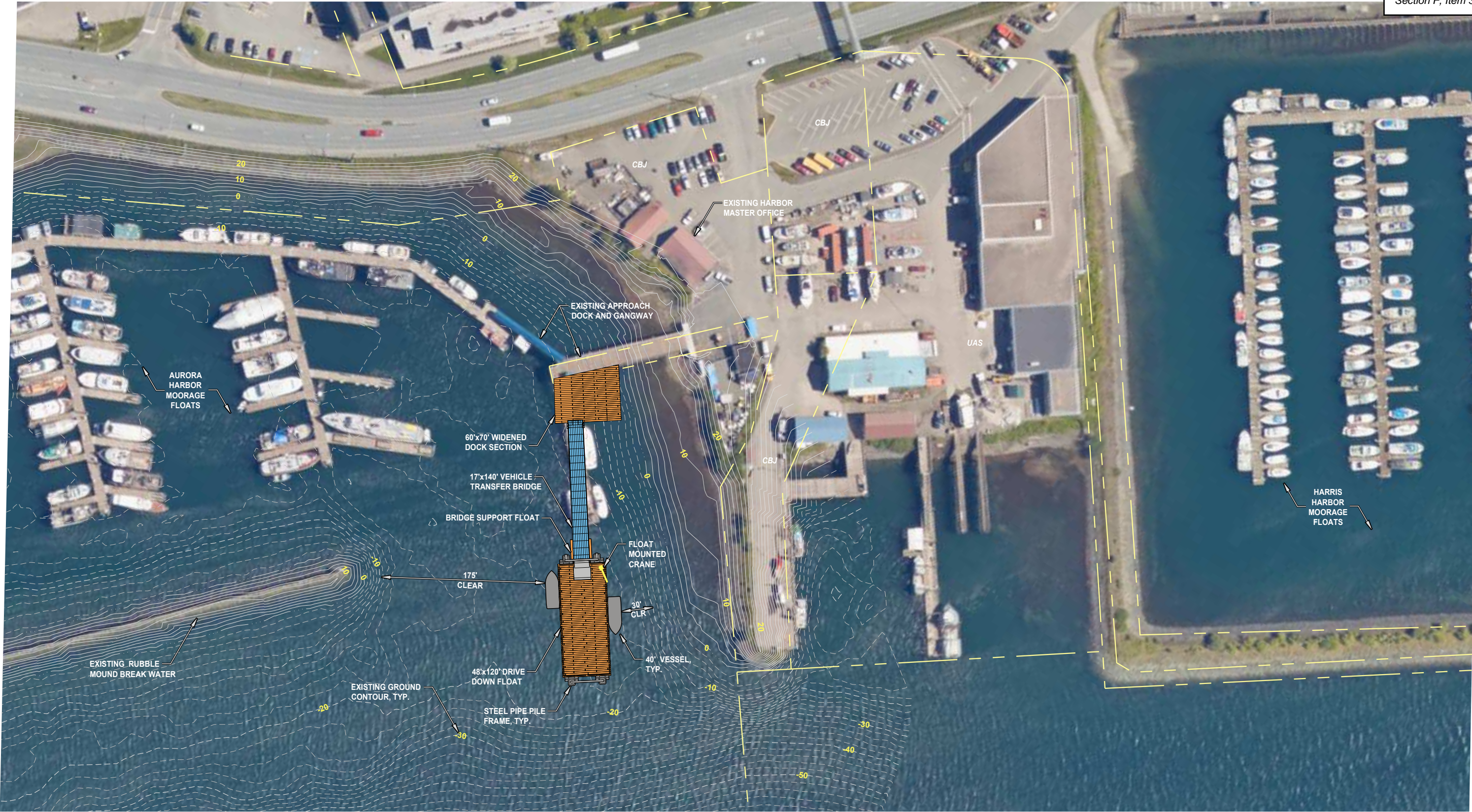


REVISIONS					
REV	DATE	DESCRIPTION	DWN	CHK	APP

CITY AND BOROUGH OF JUNEAU
DOCKS & HARBORS
155 SOUTH SEWARD STREET
JUNEAU, ALASKA 99801
PHONE: 907-586-0292

**EXISTING CONDITIONS AND
DEMOLITION PLAN**
AURORA HARBOR DRIVE DOWN FLOAT

DESIGN:	BMI	DATE:	APRIL 4, 2023
CHECKED:	CRS	CONTRACT NO.:	DH24-0XX
APPROVED:		FILE NO.	232029
		SHEET:	1 of 2



SCALE IN FEET
0 50 100 FT.

Concept No 1



REVISIONS					
REV	DATE	DESCRIPTION	DWN	CHK	APP

CITY AND BOROUGH OF JUNEAU
DOCKS & HARBORS
155 SOUTH SEWARD STREET
JUNEAU, ALASKA 99801
PHONE: 907-586-0292

CONCEPT NO. 1

AURORA HARBOR DRIVE DOWN FLOAT

DESIGN:	BMI	DATE:	APRIL 4, 2023
CHECKED:	CRS	CONTRACT NO.:	DH24-0XX
APPROVED:		FILE NO.	232029
		SHEET:	2 of 2

**APPLICATION FOR 2023 PORT INFRASTRUCTURE
DEVELOPMENT PROGRAM GRANT**
Aurora Harbor Drive Down Float Project



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INTRODUCTORY INFORMATION

Name of lead applicant	City & Borough of Juneau Docks and Harbors
Is the applicant applying as a lead applicant with any joint applicants?	No
Project name	Aurora Harbor Drive Down Float
Project description	The project will build a drive down float and vehicle bridge, as well as incorporate two new 5-ton electric cranes, to serve the commercial fishing fleet. The facilities will improve safety, reduce overcrowding, and increase the efficiency of transporting goods between the vessels and the road system.
Is this a planning project?	No
Is this a project at a coastal, Great Lakes, or inland river port?	Coastal Project
Is this project located in a noncontiguous State or U.S. territory?	Yes, noncontiguous state: Alaska
GIS Coordinates (in Latitude and Longitude format)	58°18'14.4"N 134°25'55.6"W
Is this project in an urban or rural area?	Rural
Project Zip Code	99801
Is the project located in a Historically Disadvantaged Community (HDC) or a Community Development Zone (CDZ)? (A CDZ is a Choice Neighborhood, Empowerment Zone, Opportunity Zone, or Promise Zone.)	No
Has the same project been previously submitted for PIDP funding?	Yes
Is the applicant applying for other discretionary grant programs in 2023 for the same work or related scopes of work?	No
Has the applicant previously received TIGER, BUILD, RAISE, FASTLANE, INFRA or PIDP funding?	Yes, TIGER 1 (2009)
PIDP Grant Amount Requested	\$11,196,900
Total Project Cost	\$11,196,900
Total Federal Funding	\$
Total Non-Federal Funding	\$
Will RRIF or TIFIA funds be used as part of the project financing?	No

I. PROJECT DESCRIPTION

The City and Borough of Juneau (CBJ) Docks & Harbors Department seeks to update current infrastructure and expand facilities at Aurora Harbor to support CBJ's growing maritime sector. This sector is a major driver of CBJ's economy and through it, Juneau contributes to the regional and national economy through the distribution of seafood and seasonal employment of numerous local and out-of-state workers. The Aurora Harbor Drive Down Float project will provide critically important improvements to serve the seafood industry in Juneau. The project will create new job and business opportunities for commercial and recreational user groups, reduce congestion at the harbor, cut down on carbon dioxide emissions, and create a more efficient method to transfer goods.

The marine facilities this project seeks to improve are relied on heavily by the commercial fishing industry yet are inadequate to meet the needs of local and regional fishermen. Located in downtown Juneau, the proposed project site is located between Harris and Aurora Harbors. The existing facilities in the project area consist of the crane dock, a rock-filled sheet pile bulkhead with a concrete apron, fender piles, and two hydraulic cranes facing into a small vessel basin. These facilities are collectively known as the Fisheries Terminal. The infrastructure primarily supports loading and unloading operations for commercial fishing vessels. The crane dock is often overcrowded and the fixed dock requires fishermen to manually walk from vessels up a steep gangway, carrying goods and supplies by hand. Both points are hindering the direct transfer of goods between vessel and shore. The Aurora Harbor Drive Down Float Project will address these issues by providing a drive down float with two additional cranes to support more efficient operations.

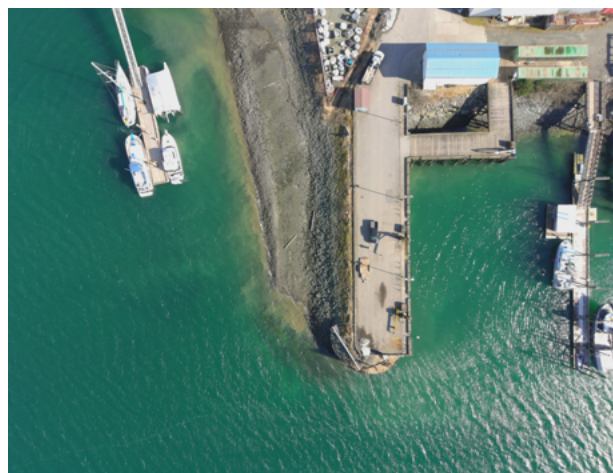


Figure 1. Existing fixed dock (left) and crane dock (right)

A. PROJECT GOALS

The primary purpose of the Aurora Harbor Drive Down Float project is to provide needed infrastructure to Juneau's maritime industry to support economic growth by developing a drive down facility with crane-load capabilities to streamline the transport of products and supplies. The project will develop a 60- by 70-foot widened dock section that is attached to the existing pile-supported approach dock. The widened dock section will be the means of connecting the new 17-foot-wide by 140-foot-long vehicular transfer bridge to the shore. At the other end of the transfer bridge will be a 48-foot-wide by 120-foot-long, vehicle-accessible drive down float equipped with two 5-ton electric cranes. Potable water, fire suppression, power, and lighting utilities will be extended down the bridge to provide services on the float.

The proposed project will allow year-round, all-tide ability to load and unload gear, cargo, provisions, seafood, and more. The project increases the safety and efficiency of these operations by providing direct access between vessels moored to the float and the shore

through the vehicle transfer bridge. The project mitigates overcrowding and ensures timely loading operations for commercial fishing vessels.

B. TRANSPORTATION CHALLENGES ADDRESSES

Juneau is accessible only by air or marine transport; it serves as a hub for many smaller Southeast Alaska communities that are also not connected to a traditional road system. These communities come to Juneau for access to medical care, supplies, and the Juneau International Airport. The airport is particularly important to local and regional fishermen, processors, and direct marketers who use it to fly product to regional, statewide, and national domestic markets, as well as international markets. As noted in the 2013 Comprehensive Plan of the City & Borough of Juneau (Comprehensive Plan), found in [Attachment XX](#), the development of effective transportation infrastructure is “particularly significant to the development of regional commerce as Juneau is accessible only by marine and air transport. Goods, customers and information rely on the ability to travel in and out of the community rapidly, safely, and at the lowest cost to achieve maximum participation.”

Aurora Harbor’s layout provides additional transportation challenges: Land is limited in Juneau, and a portion of the upland area and docks immediately southeast of the project site are owned by the University of Alaska Southeast (UAS). The proposed project will expand and upgrade an area already dedicated to marine activities to better use available land and avoid construction on pristine tidelands or on land not owned by CBJ.

The Aurora Harbor Drive Down Float project is the first step toward addressing numerous basic transportation challenges, including safety, congestion, mobility of goods, and vessel moorage, in a manner that best protects the environment and public space. These challenges are rooted in the lack of direct vessel-to-roadway access and limited crane infrastructure that struggles to meet growing demand. The proposed project will incorporate additional cranes to mitigate overcrowding issues that cause delays in transporting commercial loads. The development of a drive down float will create vehicle-accessible dock infrastructure that will provide users year-round access to perform vessel maintenance and the ability to efficiently load and unload goods.

Of particular importance is how the proposed project will improve the connection of the local fishing fleet to the transportation network. The new drive down facility will make bringing seafood to processing centers and to market substantially more efficient by allowing the transfer of seafood directly from vessels to the road system.

C. PROJECT HISTORY

Pre-Concept Economic Climate

During the mid-1980s, the fishing and seafood industry in Juneau was in dire condition. Although Juneau was home to several hundred fishermen, fundamental industrial infrastructure was severely deteriorated or nonexistent.

Fisheries Terminal Concept Development and Land Acquisition

In 1986, the original Ad Hoc Fisheries Development Committee made recommendations to the CBJ assembly to revive the industry, which included creating a Juneau Fisheries Terminal. Between the two main downtown small boat harbors, which housed most of the commercial fishing vessels, was a tract of land owned by UAS. In an innovative agreement, CBJ and the

university agreed to a long-term lease for much of the property.

Public Loading Dock Development and Construction

In 1988, plans were developed for a public loading dock. The site chosen was the rubble mound jetty at the south end of Aurora Harbor, which separated that harbor from the leased tidelands. Two new 4,000-pound capacity hydraulic cranes were included. About 9,500 square feet of paved surface was created, with approximately 7,000 square feet usable for staging. The original crane dock that sits just east of the project site was completed in 1992.

Development of Other Upland Infrastructure

In that timeframe, much of the leased uplands was platted as a small vessel service yard and sublet to Juneau Marine Services. The company operated the Travelift and managed a small vessel service float. The new yard was a boon to the local fishing fleet, which now had access to good upland service facilities for the first time.

Project Funding Dries Up

Following construction, the already limited funding for work on the Fisheries Terminal Project dried up. Since then, almost all of CBJ Docks and Harbors' available resources have been devoted to rehabilitating the four small boat harbors under its management. Much of the basic moorage infrastructure was in very poor condition when transferred to CBJ from the State of Alaska.

Previously Completed Components

1988 – Crane Dock Designed

1990 – Juneau Fisheries Terminal

- Dredging of the basin, installation of the sheet pile bulkhead, electrical for the cranes and lights, and water service to the sheet pile bulkhead

1990 – Fisheries Float Electrical

- Lights and electrical pedestals added to the existing moorage float

1992 – Juneau Fisheries Terminal Uplands Improvements & Crane Dock Constructed

- Uplands work around the boat yard and sheet pile bulkhead including: storm drains, curb and gutter, and asphalt paving

D. BROADER INFRASTRUCTURE INVESTMENT CONTEXT

The Aurora Harbor Drive Down Float Project is one component of the 2017 Juneau Downtown Harbors Uplands Master Plan: Bridge Park to Norway Point Master Plan ([Attachment XX](#)). This master plan is a phased approach to enhancing Juneau's downtown waterfront and providing infrastructure to support various harbor user groups. The plan's goal is to develop Juneau into a premier port in Southeast Alaska. CBJ Docks and Harbors is also in the planning process of replacing its old, cramped, and generally inadequate harbor offices. The goal is to construct a new building to house harbor functions and provide office and retail spaces for marine-related businesses. Only the drive down facility and additional cranes are being proposed for PIDP funding under the Aurora Harbor Drive Down Float Project.

E. STATEMENT OF WORK

The Aurora Harbor Drive Down Float Project is a straightforward marine infrastructure project

primarily oriented toward servicing the commercial fishing and seafood industry. It will support expanded, more efficient operations and transfer of goods between vessels and the harbor.

i. Technical and Engineering Aspects

The planned drive down facility, will be located just inside the south entrance to Aurora Harbor to provide vessel loading and offloading operations. The facility will consist of a 17-foot-wide by 140-foot-long vehicular transfer bridge connected to the shore at the northwest corner by a 60- by 70-foot widened dock section, which will be attached to the existing pile-supported approach dock. The bridge will provide access to a 48-foot-wide by 120-foot-long, vehicle-accessible drive down float equipped with two 5-ton hydraulic cranes. Steel pipe piles surrounded by energy absorbing pile hoops attached to the float will moor the drive down float. To reduce structural loads on the main float, a submerged auxiliary float will provide primary support for the bridge. Water, fire suppression, power, and lighting utilities will extend down the bridge to provide services on the drive down float.

The drive down facility is a unique and valuable piece of infrastructure to the maritime industry, as it allows for all-tide vehicular access to the vessels moored at the float. While the crane dock provides valuable infrastructure for heavy-capacity freight loading/unloading operations for large vessels, it alone does not have the capacity to meet the current demand of the fleet. The existing crane dock is unable to provide Americans with Disabilities (ADA) access because vessels are located beneath the dock due to the variations in tide and ladders, which are used for access. The drive down float allows for vehicles to directly access the vessels and transport crews/vessels, tools, provisions, seafood, gear, and other small cargo.

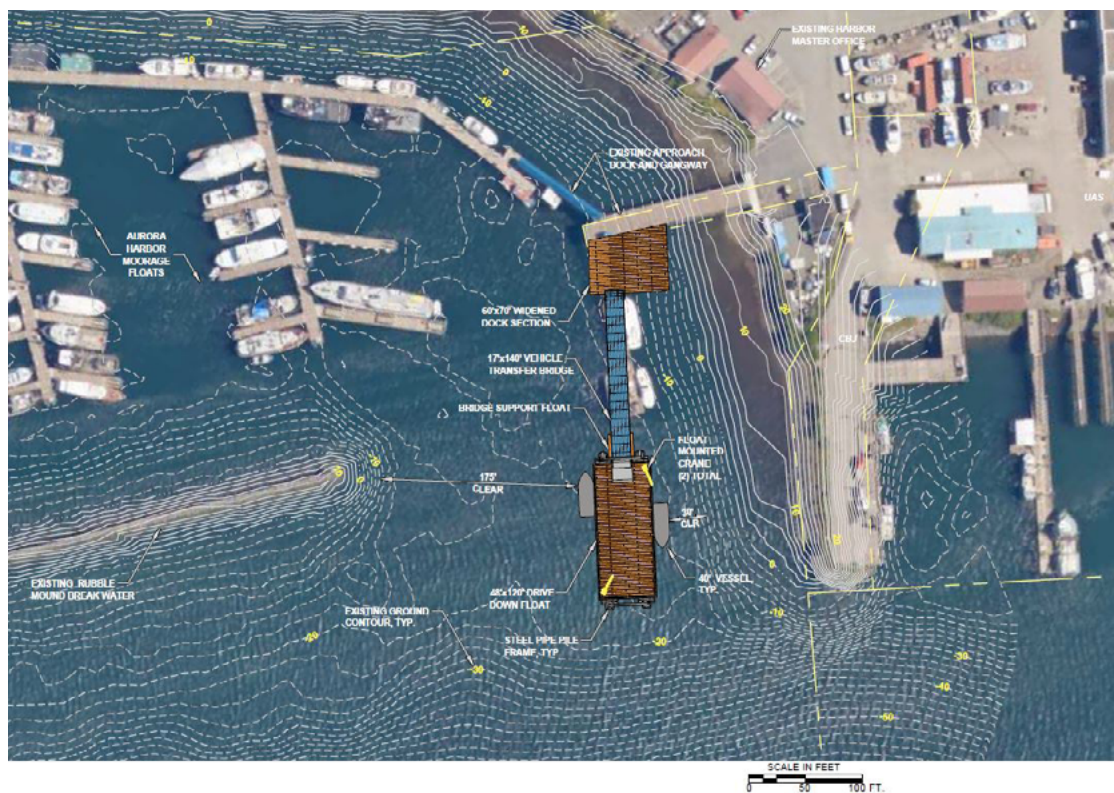


Figure 2. Excerpt from engineering drawing

II. PROJECT LOCATION

The Aurora Harbor Drive Down Float Project will be constructed near downtown Juneau, between Aurora and Harris Harbors at 58°18'12.18" North and 134°25'56.11" West. CBJ (Dzánti K'ihéeni) acknowledges that our community is built on the ancestral lands of the Tlingit people. We honor the A'akw Kwáan and T'aaku Kwáan – the Indigenous people of this land. For more than 10,000 years, Alaska Native people have been and continue to be integral to the well-being of our community.

Juneau is a coastal port applying as a small project at a small port. We have numerous facilities capable of receiving oceangoing vessels with a draft of at least 20 feet, and our navigable waters are under the jurisdiction of the US. Army Corps of Engineers (USACE). Juneau's average annual seafood harvest is 10,000 tons, well below the 8-million-ton cutoff that would designate our facility a large port.

According to the U.S. Department of Transportation's (DOT) Disadvantaged Census Tract tool, the project is located in Census Tract 5, which is not designated as a Historically Disadvantaged Community. It is designated as Health Disadvantaged. Juneau is not located in a federally designated community development zone. The Census Tract has a population of approximately 3,263 residents, according to the tool EJScreen. The tool notes the population of People of Color within the tract is 30%, while the percentage of low-income population is 24%.

The broader CBJ community, which will be impacted by the proposed project, is a rural area with a population of 32,255 people, according to the 2020 U.S. Census. Alaska Natives represent 21% of the community population and 16.6% of the population is designated as non-white. Sixty-two percent of Juneau's Alaska Native households are low income, with 48% designated as very low income, according to the U.S. Housing and Urban Development income limits. Juneau is not considered an Urbanized Area; it is designated as an Urban Cluster.



Figure 3. Project Location



Figure 4. Project site

III. GRANTS, FUNDS, SOURCES, AND USES OF FUNDS

A. FUNDING SOURCES

The proposed total project cost is \$11,196,900. The cost was developed by a professional engineering firm using preliminary design for the drive down float project. The cost estimates are based on similar, recent public project experience in Southeast Alaska. This experience includes the design and construction of a very similar drive down float at CBJ Docks and Harbors' Auke Bay Loading Facility in this xxyearxx.

Table 1. Budget Table

	Component 1	Total
PIDP Funds:		
Other Federal Funds:		
Non-Federal Funds:		
Total:		

Costs include 10% contingency to account for inflation and any changes necessary throughout construction. A detailed breakdown of the project budget can be found in Attachment XX.

CBJ is requesting DOT to fund XX% of the proposed project cost. CBJ intends to commit XX to the project, or XX% percent of the total cost. CBJ's letter of commitment can be found in Attachment XX. Tables 1 and 2 show a breakdown of federal vs. non-federal funds that will be used to develop the proposed project.

Table 2. Funding Sources and Percentages

Aurora Harbor Drive Down Float Total Project Budget							
Component	Non-Federal	% of Total	PIDP	% of Total	Other Federal	% of Total	Total
Estimated Total Construction Cost			\$8,613,000				
Contingency (10%)			\$861,300				
Planning, Permitting, Design, and Construction Admin/Inspection			\$1,722,600				
Total Project Costs			\$11,196,900				
Total Non-Federal Share							
Total PIDP Grant Funding Request							

i. Federal Funding Percentage Requirements and Expenditure Deadlines

The Aurora Harbor Drive Down Float project qualifies as a rural small project at a small port and is eligible for greater than 80% PIDP grant funding, although the wave of matching funds is not guaranteed. We are aware of the competitive nature of the PIDP program and the importance of a local 20% match. Unfortunately, CBJ Docks and Harbors does not have a 20% cash match available. However, to demonstrate our commitment to the proposed project, CBJ is putting \$XX in city funds forward.

DOT seeks to obligate FY 2023 PIDP funds by September 30, 2026, with the expectation that

they will be expended within five years of obligation. The proposed project can meet this deadline; see Section VI for our discussion on project readiness.

IV. MERIT CRITERIA

A. ACHIEVING SAFETY, EFFICIENCY, OR RELIABILITY IMPROVEMENTS

i. Movement of Goods

CBJ's harbor facilities are of major local, regional, and national significance to the seafood industry. Juneau was ranked as the 47th largest commercial fishing port by value in the United States and the 12th largest in Alaska ([Attachment XBCAX](#)). The proposed project site is located within the south entrance of Aurora Harbor and adjacent to Harris Harbor, both of which provide moorage to local and regional fishing fleets. Aurora Harbor is the largest harbor in Juneau's harbor system – 452 vessels were homeported there in 2021. Aurora Harbor has the capacity for 465 vessels, while Harris Harbor provides moorage for 288 additional vessels.

The existing pedestrian gangway and timber fixed dock this project intends to supplement are a central point for the transfer of supplies, gear, maintenance equipment, and seafood, between vessels and land. The crane dock that sits just southeast of the project site is critically important infrastructure to the commercial fishing fleet; the dock is consistently busy with fishermen loading and offloading fishing supplies, nets, gear, bait, and crab and shrimp pots. Crane demand, based on hours of use, tripled between 2013 and 2021 due to increasing demand. Together, the fixed dock and crane dock are critical to the movement of goods in Juneau. In 2021, the crane dock was used to move 186,000 pounds of seafood and kelp to the market. Despite this immense demand, only 40% of the fish caught near Juneau made it into the community for processing due to Aurora Harbor's inadequately sized infrastructure.

The proposed project will improve the safety, efficiency, and reliability of harbor operations to ensure Aurora Harbor is operating at maximum efficiency for the local and regional fishing fleet, as well as increase shore processing and direct marketing that will create more business opportunities locally and better drive seafood to local, regional, national, and international markets.

ii. Safety Improvements

Safety comprises one of the most significant benefits to this project. The more than 450 fishermen and crew members who use the fixed dock throughout the year spend about 17,000 hours annually walking back and forth between the parking lot and their vessels to transfer supplies using the pedestrian bridge. The average age of an Alaska commercial fishing permit-holder is 52 years old. Currently, harbor users moving the typically heavy and bulky supplies between their vessels and the shore use wheelbarrows or carry items by hand. This task becomes especially dangerous at low tide when the ramps – which also become slippery when wet – become as steep as 29 degrees.

Additionally, due to the high demand for the crane dock, it becomes congested both in water and on the surface. The inner portion of the dock becomes hazardously shallow at low tides for both vessels attempting to maneuver around the dock and for those moored to it. The turning basin in front of the south face of the crane dock (the opposite side of the dock from the proposed drive down float) is tight and subject to strong currents, which makes it difficult for

larger vessels such as tenders and limit seiners to approach the dock.

The drive down float will allow harbor users to drive vehicles down to the float, where they can use the two additional five-ton cranes to transport goods and supplies directly from the vessels to vehicles. By removing the need for harbor users to walk the steep ramps and carry goods by hand, the proposed project will prevent an estimated 17 non-injury accidents, 8.5 minor accidents, and 0.49 incapacitating accidents each year. Avoiding these injuries will provide \$13.6 million in savings over a 30-year period. Additionally, replacing the existing fixed dock with a floating dock will provide a safer option for the large tidal swings of up to 22 feet that occur. In these environments, floating docks are preferred as they will allow the dock to remain level with the changing water levels and with moored vessels, providing safer access between the vessel and the dock.

“The existing [crane] dock face is sometimes hard to maneuver in strong tide situations, and the inner portion near the old wood dock is too shallow at low tide for many boats, including mine. Completing the dock on the north side will be a big plus.”

– Ian Fisk, Fisherman, Primo Prawns

iii. Efficiency Improvements

The new drive down float will replace a pedestrian ramp local fisherman use to transport goods using wheelbarrows. Hauling items manually this way requires hundreds of trips on foot, often in inclement weather. Along with the ability to move seafood more efficiently, the drive down float will better accommodate regular gear changes, mechanical work performed on vessels, and trip provisioning prior to fishing trips.

Gear changes are required for different types of fishing activities. For example, vessels use crab and shrimp pots during the summer and fall crab and prawn season, while the halibut and black cod season from March to November uses longlines. It is estimated that fishermen spend 144 hours per vessel each year changing gear out using the pedestrian ramp. Regular vessel maintenance is also hindered by the inability to quickly move tools and replacement parts back and forth from the vessel to land, amounting to an average of 8 hours spent performing vessel maintenance, or 84 hours per vessel each year. The last component is trip provisioning, which consists of stocking vessels with a life raft that requires annual inspection, groceries, and basic supplies to last sometimes extensive fishing trips. This amounts to 7.6 hours annually, per vessel, for provisioning trips.

Fishermen interviewed during the development of the BCA estimated the drive down float would cut down the time spent on gear changes and mechanical work in half, and slash time taken for provisioning trips by 90%. By avoiding walking back and forth across an often steep and slippery ramp between shore and vessels, the proposed drive down float project will amount to 16,492 hours saved annually. In the first year following the completed project alone (2027), the value of these improved efficiencies is \$677,797, based on labor travel time. See Table 3 for the total time and money saved each year.

Table 3. Value of time saved with drive down float

Value of Time Saved with Drive Down Float		
	Total annual time savings in hours	Total annual savings for vessels
Gear Changes	9,300	\$504,977
Mechanical Work	5,425	\$294,570
Provisioning & Inspections	1,767	\$103,688
Value of Time Traveled Saved (30-year period)		\$11,053,370

The proposed project additionally seeks to expand crane operations at Aurora Harbor by adding two 5-ton cranes onto the new drive down float. The existing crane dock that consists of two cranes and a 150-foot-long dock face moved 186,000 pounds of seafood and kelp to the market in 2021. Annual crane usage more than tripled to 766 hours in 2021, up from 252 hours in 2012. Many fishermen have expressed issues with overcrowding at the crane dock and difficulty maneuvering to and from it, especially when another vessel is already moored to it. This is despite the fact that the dock is meant for use by more than one vessel. Adding two cranes to the drive down float will double capacity to accommodate crane demand, as well as reduce congestion in the water and at the docks.

Although Juneau was ranked as the 47th largest commercial fishing port by value in the United States and the demand for its infrastructure continues to increase over time, only 40% of the fish caught in the immediate vicinity of Juneau made it to local processors. This inefficiency is linked to the inefficient movement of goods and the primary and secondary processing businesses being taken out of the state and country. The drive down float and cranes will better connect the local fishing fleet to the transportation network by allowing commercial fishermen to move product and supplies directly from vessels to the road system, getting more seafood to processing centers. Adding a drive down float and doubling the nearby available crane capacity is expected to increase the value of shore processing and direct marketing sales by more than \$2 million each year, totaling \$17,963,377 million in additional sales over a 30-year period.

iv. Reliability Improvements

Commercial fishermen interviewed during the development of the BCA expressed concern over the reliability of the pedestrian bridge and fixed dock, as well as the crane dock. The high demand for the crane dock, combined with the tight space for maneuvering and strong currents within the turning basin, have led to congestion and uncertainty over being able to use the dock

“I had an accident last February. I smashed my finger and required 10 stitches. I was taking a load of supplies to my boat, and the cart just got away from me. It was low tide and bad weather.”

– From BCA Fishermen Interviews

during key periods, such as gear changes between salmon and crab openings. Similarly, injuries are commonplace for users of the pedestrian ramp to the fixed float.

The proposed infrastructure improvements in the Aurora Harbor Drive Down Float Project will directly address these concerns, ensuring commercial fishermen and other harbor users have access to safe, reliable harbor infrastructure.

The 17- by 140-foot transfer bridge will connect a new widened dock to the 48- by 120-foot drive down float, allowing reliable vehicle access directly from shore to the float. The proposed design is based on a similar drive down dock that was built at the Auke Bay Loading Facility, which some fishermen navigate 34 nautical miles from Juneau to use. The addition of two 5-ton cranes on the new float will alleviate congestion at the crane dock, minimizing cumbersome maneuvering and mooring efforts for fishermen using larger vessels.

The existing fixed dock provides additional uncertainty around vessel access and goods transfer. Juneau's swinging tidal range causes significant movement of the vessels moored to the dock, but the dock itself does not move with the changing water levels or currents. The drive down float design will better accommodate Juneau's water environment. The float will be anchored with steel piles and pile frames surrounded by energy-absorbing pile hoops attached to the float, ensuring the structure will provide both stability and the ability for the float to move with changing tidal conditions. The vehicle transfer bridge will be supported by a submerged auxiliary float to reduce structural loads on the main float, preserving the longevity of the system.

Freight Movement

Important freight passes through Aurora Harbor using the crane dock, which harbor users have reported to be difficult to use for such goods (see BCA). However, these goods often cannot be walked up the pedestrian gangway.

Some of the freight transferred at the crane dock has included:

- Construction materials for home building
- Vessel reconstruction materials
- Seafood and kelp
- Subsistence harvests and sport fishing fish
- Yacht provisions

There is no road access to Juneau and many other nearby Southeast Alaska communities, many of which rely on Juneau for access to the above freight resources. Reliable movement of these goods is critical to the local and regional community. The drive down ramp and new cranes will allow operators to drive containers directly to vessels for loading. Fresh seafood and freight can be transferred without intermediate freight hauling stages. The proposed project will additionally free up space at the crane dock. This additional reliable method of freight transfer is expected to increase the freight products moved by hundreds of thousands of pounds each year.

B. SUPPORTING ECONOMIC VITALITY AT THE REGIONAL OR NATIONAL LEVEL

i. Economic Advantage of the Port

Juneau is a remote rural community with access to important aquatic resources. Since the community is not connected by the road system to the rest of the state, marine infrastructure is critical. In 2021, 452 commercial fishing vessels were homeported in Juneau, while 2,834 commercial fishing vessels were homeported in Southeast Alaska. In 2019, the Juneau seafood industry (including commercial fishermen and seafood processors) generated 567 direct year-round equivalent jobs, contributing significantly to the local economy.

The regional commercial fishing fleet of Southeast Alaska relies heavily on Aurora Harbor, which



is the largest of CBJ’s protected harbors. Juneau is considered a regional hub for access to and transport of goods and services in Southeast Alaska. As discussed in the 2013 Comprehensive Plan, facilitating safe, reliable, and quick transportation is critical to supporting other communities and regional economic development. Commercial fishermen from the nearby Haines Borough and Petersburg Borough and several other communities come to Juneau to participate in the seafood industry and take advantage of Juneau’s seafood processing facilities and connections to larger transportation infrastructure, such as the Juneau International Airport.

The existing crane dock is known to be in high demand and will continue to bring in users; the BCA notes that nearly 200,000 pounds of seafood and mariculture product are brought into Juneau from the crane dock each year, while the demand for its services has tripled between 2012 and 2021. Local businesses such as Taku Fisheries and Alaska Glacier Seafoods relied on the crane dock facility to transfer catches when they first started operating; now as large, successful businesses, both companies still depend on the crane dock to supplement their own docks. Dozens of smaller seafood operations also depend on the crane dock to move their seafood products from boat to shore. These include smaller shore-based processors like Horst Seafoods and Taku River Reds, and the many direct market operations that process and sell their own catch, like Primo Prawns, which processes and freezes high-value spot prawn catch onboard and offloads at the crane dock. Moreover, many marine service providers in Juneau also depend on it for heavy equipment lifts other service functions. All manner of fishermen use it for loading and offloading nets, crab and shrimp pots, longline gear, bait, provisions and general fishing supplies.

Juneau additionally has a strong outlook of harvestable fish; the nearby Douglas Island Pink and Chum, Inc. (DIPAC) is a salmon hatchery that is working to grow the total amount of salmon in the area. The permitted incubation capacity of this facility was 135 million chum salmon, 1.5 million coho salmon, and 1.25 million Chinook salmon eggs in 2021.

Creating Economies of Scale

The Aurora Harbor Drive Down Float Project is expected to decrease the average cost of operations following the increase in scale. The BCA performed for the proposed project indicates the benefits will total \$43,065,893 over a 30-year period, beginning in 2027 and amounting to a benefit-cost ratio of 5.00 (Table 4). The BCA was conducted under the DOT guidelines for a Discretionary Grant Application to identify, estimate, and quantify the expected benefits of the Aurora Harbor Drive Down Float Project compared to the baseline condition.

Table 4. Benefit-Cost Analysis Results

Measure	Discounted at 7%
Total Benefits	\$43,065,893
Total Costs	\$8,608,561
Benefit-Cost Ratio	5.00

A breakdown of the major benefits of implementing the drive down float and two electric cranes are summarized in Table 5 and include:

- 1. **Travel Time Saved:** Avoided labor costs of vessel operators and crew making time-intensive trips back and forth to vehicles on foot and carrying materials over the ramp.
- 2. **Accidents and Injuries Avoided:** The value of injuries and accidents avoided, based on damage costs provided by DOT.

3. **Economic Activity:** The value of increased shore processing due to installing the cranes and drive down float.
4. **Emission Reductions:** The carbon dioxide emission reduction value will be cut by vessels avoiding travel to Auke Bay's drive down float (see Climate Change and Sustainability).
5. **Increased Freight Activity:** Freight movement will increase by hundreds of thousands of pounds annually.

These benefits ultimately outweigh the costs of the project, which are valued at \$8,262,648 million for construction and \$345,913 for operations and maintenance. All values are discounted at 7% and assume construction will be completed in 2026.

Table 5. Project benefits breakdown

Measure (2027-2056)	Benefits (discounted at 7%)
Value of time saved for gear changes, provisioning, and mechanical work	\$11,053,370
Injuries Avoided	\$13,597,003
Increased Processing and Sales	\$17,963,377
Emission Reduction	\$32,650
Increased Freight Activity	N/A
Residual Value	\$419,494
Total Benefits	\$43,065,893

Overcoming Barriers to Entry

Aurora Harbor is inherently constrained by the inability to expand much beyond the project site. The waters between the southeast side of the crane dock and Harris Harbor are owned by UAS, as is a portion of the uplands adjacent to the harbor. Despite this barrier, Aurora Harbor has become one of the most critical pieces of infrastructure for local and regional commercial fishing fleets in Southeast Alaska. This is evident in how much seafood passes through Aurora Harbor: 200,000 pounds of seafood and mariculture products pass through the existing crane dock each year.

All upgrades and expansions associated with the proposed project, however, were intentionally designed and placed within Aurora Harbor to both improve the logistics and safety of commercial fishing operations and avoid any development on UAS property. By adding two crane docks to the drive down float, the proposed project will alleviate congestion issues at the existing crane dock, where the turning basin is tight for larger vessels, especially while the dock is in use. Vessels will also spend less time at the drive down float due to the ability to transport goods and supplies more quickly between vessels and the shore.

Due to its remote location and the lack of road access, it is expensive and difficult to construct major projects in Juneau. Despite CBJ's critical role in the maritime sector and seafood industry. While there have been various harbor improvements in recent years, most available resources have been used to rehabilitate harbors to the extent possible. This is not a challenge unique to Juneau; many other Southeast Alaska communities – including those that rely on Juneau's

harbors – have limited or no road access and find construction costs to be a major obstacle to their own harbor developments.

Additionally, the 2013 Comprehensive Plan notes that as a major regional hub, Juneau faces the difficult task of helping the Southeast region achieve economic prosperity while also “finding an equitable balance between the community’s contribution to solving the region’s problems and the benefits that the community will receive for participating in regional solutions...”

As shown in the BCA, despite the high construction and material procurement costs, the benefits of the proposed project outweigh the costs. Overcoming the above barriers to develop improved harbor infrastructure will support Juneau in cementing its role as a leader in the regional and national seafood industry.

Creating More Efficient Access for Labor, Resources, and Customers

One of the most important aspects of the Aurora Harbor Drive Down Float project is providing the local fishing fleet with more efficient access to the transportation network. The drive down float will enhance this access by allowing fish to move directly from vessels to the road system, as these goods can be offloaded directly from vessels to vehicles using the new cranes and driven directly to processing centers and to market.

Currently, only 40% of the fish caught in the immediate vicinity of Juneau move through the community for processing. Juneau and Alaska’s economy is losing economic opportunities from the transfer of unprocessed goods to primary and secondary processors in other states and countries (this is discussed in-depth in Overcoming Competitive Disadvantage). Juneau is well-positioned and interested in expanding manufacturing operations to support shore processing and direct marketing of harvested seafood. Some examples of previous successes included the locally owned Alaska Glacier Seafoods that began buying from local fishermen and offloading from boats using the crane dock. Alaska Glacier Seafoods now has its own dock and buys substantial amounts of fish from many local fishermen. Juneau-based Taku Fisheries similarly used the crane dock to offload fish and transport them directly to small processing facilities when it started out as a small salmon smoker; the company now generates more than \$20 million in annual sales.

“The crane dock was extremely important for us when we were starting Alaska Glacier Seafoods back in 1996. In fact, without the dock I don’t think we could have built our company.”

– Mike Erickson, President, Alaska Glacier Seafoods.

By doubling crane capacity and providing improved, efficient access from vessels to the roads with the drive down float, the Aurora Harbor Drive Down Float Project will increase shore processing and direct marketing sales substantially. Supporting these operations will stimulate additional economic opportunities such as those seen by Taku Fisheries, Alaska Glacier Seafoods, Horst Seafoods, and Taku River Reds.

The total production of shore-based processors and direct marketers was 76.1 million pounds in Southeast Alaska in 2020, which is valued at \$271 million. The BCA shows the improved access and capacity brought on by the proposed project will increase production by 570,400 additional pounds of seafood for a total annual value of \$17,963,377 million over 30 years.

ii. Contribution to Freight Transportation At, Around, and Through the Port

Aurora Harbor is critical for freight offloading in Juneau (where it then becomes available to regional communities that rely on Juneau to provide such goods), as well as vessel loading.

Freight goods that pass through Aurora Harbor include:

Construction materials such as gravel, wood, sheetrock, construction equipment, and additional more used for homebuilding.

- Wood, fiberglass elements, engines, propellers, electronics, refrigeration components, and the many other materials used for vessel restoration and upkeep.
- Subsistence harvests to be delivered to elders in Alaska Native households.
- Charter fish from sport fishing activities.
- Provisioning for both super yachts and smaller yachts that pass through Juneau in large numbers.
- Loading and unloading of necessary fishing gear and equipment during changing fishing seasons.
- Loading and unloading necessary provisioning, supplies, tools, and parts for in-water vessel repair and maintenance and commercial fishing trips.
- Offloading salmon, crab, halibut, and other catches direct from fishing vessels for movement by truck to processing plants.
- Offloading salmon catches from company and chartered tenders for delivery to processing plants.
- Offloading salmon, crab, halibut, spot prawns, and other direct-marketed species from vessels for movement by truck to cold storage, the airport for export, or by truck to local restaurants, stores, and individual consumers.

Harbor users reported using the crane dock to be cumbersome and difficult for transferring freight goods. Many users additionally note that the crane dock can be difficult to navigate to due to a tight turning basin radius combined with the strong, swirling currents present there. Docking at the crane dock becomes especially difficult when another boat is already moored to it, despite the crane dock being meant for more than one vessel.

The existing issues with safety, vessel congestion, effective movement of goods, and moorage in the project area are a direct threat to Aurora Harbor's role as regionally significant marine infrastructure, especially as the largest of the harbors run by CBJ Docks and Harbors. The proposed project will increase harbor resiliency against the existing congestion issues that limit the efficiency of freight operations. These improved efficiencies and resiliency measures will increase contributions to the local, regional, and national economies through a more efficient movement of goods; prevent the continued outsourcing of secondary seafood processing to other countries; and provide the necessary harbor infrastructure and supplies that other Southeast Alaska communities rely on Juneau for.

The addition of two cranes will double capacity for the critical crane operations in downtown Juneau, especially for vessels that find it difficult to park at the crane dock. The drive down ramp will create a more efficient – and far safer – means of transferring goods. Freight operators can drive containers directly to vessels for loading, foregoing intermediate freight hauling stages and providing faster distribution to processing facilities, directly to the market, or to individuals.



If the proposed project is not funded, freight expansion of a wide range of goods will not occur, movement of essential goods and supplies will remain inefficient, and Juneau will continue to see primary and secondary processing opportunities move overseas. Implementing the drive down float and adding two cranes is expected to triple the volume of seafood moved through Juneau, which was slated at 186,000 pounds of product in 2022. The total increase in freight volume will increase by hundreds of thousands of pounds each year.

iii. Overcoming Competitive Disadvantage

The poor connection to the transportation network is a major competitive disadvantage for the local fishing fleet and local fishermen. The limited ocean-to-road freight connection is a direct reflection of port inefficiencies and inadequate infrastructure. As a remote location with no major roadway access, Juneau must operate especially efficiently to compensate for the high costs of living, infrastructure development, and transportation that all affect its commercial fishing and freight operations.

A primary concern for Juneau and other Southeast Alaska communities is the loss of secondary processing opportunities that could be developed in Juneau to countries such as China. As discussed in the BCA, most salmon are currently headed, gutted, frozen, and sent internationally for processing and selling. The community of Juneau is prepared and willing to develop these additional business opportunities but does not have an effective system for transferring goods to local shore processors or direct marketers. Success stories from Taku Fisheries and Alaska Glacier Seafoods, discussed in Creating More Efficient Access for Labor, Resources, and Customers, show the potential for growth in Juneau if the process can be improved.

The table below shows how the Aurora Harbor Drive Down Float Project will help Juneau overcome this economic disadvantage: The drive down float will provide additional working space, double the crane capacity, and increase the rate at which goods can be transported from vessels directly to processors and direct marketers. The project is expected to increase onshore processing in Juneau by over 500,000 pounds each year and generate \$2 million per year in first wholesale output, increased direct marketing, and growth of existing shore processing operations. In total, the project will improve seafood product direct marketing and processing in the region to provide an additional \$17,963,377 in sales over a 30-year period.

Table 6. Increased processing and sales

Measure	Annual Benefits
Increase in Direct Marketing Annually	\$662,083
Development of New Shore Processing Annually	\$1,368,257
Increased Processing and Sales (30-year period)	\$17,963,377

C. LEVERAGING FEDERAL FUNDING TO ATTRACT OTHER SOURCES OF INVESTMENT

i. Infrastructure Investment

When the existing crane dock was first constructed, it sparked a minor revolution in the direct marketing of seafood in Alaska. The traditional development model of the Alaska seafood industry was for independent fishermen to deliver to shore-based processors. Under Alaska limited entry licensing, fishing permits can only be owned by an individual; no individual may own more than a single permit in a given fishery; and the permit owner must be on board the vessel when the permit is being fished. This effectively ruled out processor ownership of fishing licenses and processor-owned fishing fleets. However, advances in technology made it possible for more and more processing to take place onboard vessels. Fishermen wanted to process and market their own catches, but various state regulations on taxation and seafood sanitation were not supportive. Plus, processors owned all the docks and most simply would not buy fish from any fisherman seeking to be independent.

Juneau was one of the first municipalities to build public infrastructure to help independent fishermen in the form of the crane dock. After investing in the crane dock, there was a surge in interest by fishermen who wanted to take advantage of higher prices. They gradually forced changes to state regulations, resulting in new licensing provisions. Some of these direct marketers have evolved into much larger companies and may be continuing to develop new products and innovative marketing. The crane dock was instrumental in these developments, and its effects have been felt in other communities. Fishermen from nearby Petersburg, Haines, and other communities come here to access the Juneau market and use the airport to fly product to Anchorage and the Lower 48. Other communities are now investing in facilities to assist direct marketers and independent small processors.

Investing in the drive down float and crane infrastructure will expand on the momentum started by the crane dock, which is proof of the economic ripple effects of investing in critical public infrastructure in Juneau.

D. PORT RESILIENCE

Transportation connectivity is critical to the community of Juneau, and this specific project will enhance the resilience of the community, addressing resiliency needs that have been documented throughout planning efforts on the local, regional, and statewide level.

i. Disaster Resilience

This project would provide additional connectivity and improve disaster response capacity in case of a natural or human-induced physical event, such as the following:

- **Injury Mitigation:** According to the project BCA, the existing system requires commercial fishermen and their crew to move a great deal of freight and supplies by hand cart, often with steep gangways (depending on the tides) or in inclement weather, resulting in documented accidents. A drive down crane float would eliminate an estimated 17,000 hours of walking back and forth with gear and freight between vehicles and vessels annually along with 250 projected injuries over the next 30 years.¹

¹ BENEFIT-COST ANALYSIS OF THE JUNEAU AURORA HARBOR DRIVE DOWN FLOAT PROJECT

- **Cruise Disaster Response:** The downtown port of Juneau is expected to receive 693 port visits by cruise ships in 2023, with 1.65 million cruise ship passengers. Should a cruise disaster occur, having a drive down float in the downtown area will be critical in rescues/response efforts. Evacuation and disaster risk reduction plans for cruise ship ports across the world typically include drive down floats.²
- **Bridge Disaster Response:** Douglas Island is located directly across the channel from the proposed drive down float. For the last 40 years, an effort has been in place to develop a second bridge to connect the island to the mainland and emergency services. A primary reason is to improve access for public safety and emergency response. While the cost of a second bridge has been prohibitive, the lower cost alternative of the drive down float would significantly increase the ability to provide emergency services to the island should a disaster impact the bridge or the single road that leads to the bridge.³
- **Oil Spill Disaster Response:** As the downtown port of Juneau includes nearly 700 cruise ship visits annually, as well as hundreds of visits by visiting fishing vessels and yachts, the U.S. Coast Guard, small float planes, and others, increased capacity to respond to a marine oil spill would be supported by a drive down float in the downtown area.⁴

ii. Economic Resilience

By expanding port infrastructure and supporting bringing seafood to market more efficiently, this project directly supports key components of the economic resilience plans in the regional and statewide Comprehensive Economic Development Strategy (CEDS) by strengthening supply chain ocean/road connectivity for ocean products and freight. Each of the following is supported by the drive down float development.

The Southeast Alaska 2025 CEDS⁵ is a five-year strategic plan for the region and includes a **five-year economic resilience plan**, which advocates for the following: **Revitalize freight transportation services and ensure the viability of the seafood sector**. This project would support both of these regional economic resilience goals. Moreover, the proposed project develops many of the key Southeast CEDS initiatives to support the economy, including:

- Move freight to and from markets more efficiently
- Implement ports and harbors infrastructure improvements
- Further develop seafood markets (includes a focus on building out a more robust supply chain)
- Support regional processors becoming more economically
- Competitive
- Full resource utilization and ocean product development
- Food Security: Increase supply, demand, and equitable access and distribution of local foods and regional food system opportunities

² [HTTPS://PROGRAMAMESOAMERICA.IOM.INT/SITES/DEFAULT/FILES/EVACUATIONS_AND_DISASTER_RISK_REDUCTION_CARIBBEAN_0.PDF](https://PROGRAMAMESOAMERICA.IOM.INT/SITES/DEFAULT/FILES/EVACUATIONS_AND_DISASTER_RISK_REDUCTION_CARIBBEAN_0.PDF)

³ JUNEAU DOUGLAS NORTH CROSSING STUDY [HTTPS://WWW.JDNORTHCROSSING.COM//DOCUMENTS.HTML](https://WWW.JDNORTHCROSSING.COM//DOCUMENTS.HTML)

⁴ SOUTHEAST ALASKA'S AREA CONTINGENCY PLAN 2021: [HTTPS://DEC.ALASKA.GOV/MEDIA/10702/SOUTHEAST-AREA-PLAN.PDF](https://DEC.ALASKA.GOV/MEDIA/10702/SOUTHEAST-AREA-PLAN.PDF)

⁵ SOUTHEAST ALASKA 2025 ECONOMIC PLAN: SOUTHEAST CONFERENCE'S COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY 2021-2025. [HTTPS://WWW.SECONFERENCE.ORG/STRATEGY/](https://WWW.SECONFERENCE.ORG/STRATEGY/) PAGE 20. MORE THAN 400 PEOPLE REPRESENTING SMALL BUSINESSES, TRIBES, NATIVE ORGANIZATIONS, MUNICIPALITIES, AND NONPROFITS WERE INVOLVED IN THE PLANNING PROCESS. THE REGION WORKED TOGETHER TO DEVELOP MORE THAN 50 OBJECTIVES AND 4 PRIORITY OBJECTIVES.

The **State of Alaska CEDS Alaska Statewide CEDS 2022-2027**.⁶ Economic resiliency is also a critical element of the statewide CEDS. One of the six overall goals of the plan is as follows: **Build a Resilient Economy**. Some of the key plan objectives include:

- Marine Infrastructure: Upgrade port, harbor, and waterfront infrastructure
- Seafood: Maximize the value of Alaska's seafood industry.

V. SELECTION CONSIDERATIONS

E. CLIMATE CHANGE AND SUSTAINABILITY

The Aurora Harbor Drive Down Float Project addresses climate change and sustainability in several ways.

- **Reduced Carbon Emissions:** One of the benefits of the project is that it will allow commercial fishing vessels to forgo having to travel to the Auke Bay drive down float. According to the project BCA, an estimated 704 metric tons of carbon dioxide air emissions is expected to be avoided through implementation of this project.⁷
- **Juneau Climate Action & Implementation Plan:** It has long been difficult for Juneau and regional residents to access freshly caught local seafood. The drive down float is expected to significantly increase community access to direct marketing, as it will provide direct access between locals in their vehicles to those selling ocean products, displacing the need to import some foods. The Juneau Climate Action & Implementation Plan describes the significant GHG emissions associated with importing foods and sets forth the following goal to mitigate this problem: *Support local seafood sales on or near the downtown waterfront*.⁸
- **Increased Food Security:** Almost all of Juneau and Southeast Alaska foods are imported by barge.⁹ An additional benefit of reducing reliance on food imports by increasing access to local seafood through this project is that the community and region will be better situated should a disruption to the barge supply chain occur. This is also a key objective in the regional CEDS: Food Security Objective: *Increase supply, demand and equitable access and distribution of local foods and regional food system opportunities*.¹⁰

⁶ ALASKA STATEWIDE COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY 2022-2027. ALASKA DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT. PAGE 5. THE PLAN WAS DEVELOPED BY THE STATE OF ALASKA, LOCAL AND REGIONAL LEADERSHIP, INDUSTRY AND BUSINESS REPRESENTATION, TRIBAL REPRESENTATION, LEARNING INSTITUTIONS, AND REGIONAL ECONOMIC DEVELOPMENT ORGANIZATIONS, INCLUDING ALASKA REGIONAL DEVELOPMENT ORGANIZATIONS, AND A STRATEGY COMMITTEE MADE UP OF STATE LEADERS FROM BUSINESS, GOVERNMENT, AND THE NONPROFIT SECTOR. [HTTPS://WWW.COMMERCE.ALASKA.GOV/WEB/STATEWIDECOMPREHENSIVEECONOMICDEVELOPMENTSTRATEGY.ASPX](https://www.commerce.alaska.gov/web/statewidecomprehensiveeconomicdevelopmentstrategy.aspx)

⁷ BENEFIT-COST ANALYSIS OF THE JUNEAU AURORA HARBOR DRIVE DOWN FLOAT PROJECT

⁸ JUNEAU'S CLIMATE ACTION PLAN [HTTPS://JUNEAU.ORG/INDEX.PHP?GF-DOWNLOAD=2019%2F03%2F2011-CLIMATE-ACTION-PLAN.PDF&FORM-ID=22&FIELD-ID=11&HASH=32C8805F269CE4BD156CB5CD0BDFD2917FBAC831E531C75D02D84A2E17E4405C](https://juneau.org/index.php?gf-download=2019%2F03%2F2011-climate-action-plan.pdf&form-id=22&field-id=11&hash=32c8805f269ce4bd156cb5cd0bdfd2917fbac831e531c75d02d84a2e17e4405c)

THE CBJ ADOPTED THE JUNEAU CLIMATE ACTION & IMPLEMENTATION PLAN IN 2011.

⁹THE MARITIME ECONOMY OF SOUTHEAST ALASKA. [HTTPS://WWW.RAINCOASTDATA.COM/PROJECT/THE-MARITIME-ECONOMY-OF-SOUTHEAST-ALASKA-2013/](https://www.raincoastdata.com/project/the-maritime-economy-of-southeast-alaska-2013/) PAGE 10

¹⁰ SOUTHEAST ALASKA 2025 ECONOMIC PLAN: SOUTHEAST CONFERENCE'S COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY 2021-2025. [HTTPS://WWW.SECONFERENCE.ORG/STRATEGY/](https://www.seconference.org/strategy/) PAGE 38.

i. Environmental Impacts

The proposed project is not expected to have adverse environmental impacts to air or water quality, wetlands, or endangered species. The project area has already been highly developed and there will be no habitat encounters such as eel grass beds or salmon spawning streams. The proposed project is additionally designed to align with known permitting requirements. The project will be subject to NEPA review, as well as permitting by USACE and the Alaska Department of Environmental Conservation (ADEC).

ii. Project Planning Process

CBJ does not maintain a publicly available emissions inventory of greenhouse gases and an equitable development plan has not been prepared. While the proposed project has not been incorporated into a climate action plan, as discussed above, it does seek to align with certain aspects of the existing Juneau Climate Action & Implementation Plan. Various DOT tools such as the Transportation Disadvantaged Census Tract and EJSCREEN tool have been used to assess current demographic information and understand the scope of existing environmental and transportation disadvantages in the community, but they were not used in the planning process. The proposed project, however, is part of a broader master plan that incorporated an extensive planning process that required a great deal of public involvement. The master plan is overwhelmingly supported by the community.

The Juneau Downtown Harbors Uplands Master Plan: Bridge Park to Norway Point, which the proposed project is based on, was completed in March 2017. The planning process began with reviews of past planning initiatives and an economic analysis of Juneau. The project developed an inclusive public involvement process to ensure there would be communitywide understanding and support for the master plan, with the understanding that these community members are integral stakeholders to the success of many master plan components.

Four public meetings, three all-day open house sessions, three meetings with the Docks and Harbors Board, and a number of integrated design charrettes were held to ensure maximum public participation in the planning process. Juneau is a diverse community where all voices have an equally important stake in developing a vision forward for the community. Federally recognized Alaska Native tribes located within the Juneau census area include the Douglas Indian Association and the Central Council of Tlingit and Haida Indian Tribes of Alaska. To ensure as many voices would be incorporated into this process as possible, meetings were announced through a series of public service announcements on public radio, ad placements in the local newspaper, social media posts on official city pages, physical event posters, email newsletters, and announcements across various websites. More than 150 residents took part in the process.

Throughout the planning process, an engineering consultant verified that plans were feasible by engineering, construction, and permitting standards, while an economic consultant incorporated economic trends and forecasts for Juneau into prioritization decisions.

F. EQUITY AND JUSTICE⁴⁰

This project contributes to the Justice40 initiative. In Juneau, just over 40% of community members are low income or historically disadvantaged. According to the 2020 U.S. Census, Alaska Natives make up 21% of the community population, while an additional 16.6% of the population is non-white; and nearly three percent of the “white only” population was below poverty levels in 2021.¹¹ Alaska Native households in Juneau are much more likely to be low-income. According to the U.S. Housing and Urban Development income limits, 62% of Juneau’s Alaska Native households are low income, including 48% that are very low income.¹²

In addition to supporting the local economy and local commercial fishermen, the project will improve access to subsistence harvests by local households, along with overall access to fishing and seafood by Alaska Native households in the community. The local Alaska Native community has a culturally critical relationship of access to the ocean and salmon. However, in the 140 years of nonindigenous development of downtown Juneau, that access has been cut off as the waterfront was industrialized and filled. Several Juneau plans call for renewed access to the water, including CBJ’s 2022 planning effort known as “Blueprint Downtown” and the 2004 Long Range Waterfront Master Plan.

Historically Disadvantaged & Low-Income Juneau Residents

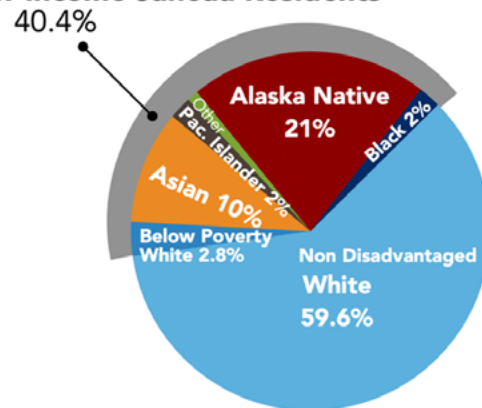


Figure 5. Demographic breakdown of Juneau residents

Access to the ocean is especially important to the indigenous population in Juneau. According to the letter of support from the Douglas Indian Association (DIA; [Attachment XX](#)):

“DIA strongly and unconditionally supports the CBJ Docks & Harbors efforts to construct a drive down float at Aurora Harbor, which is less than 2,000 feet from our Tribal Office. As Tlingit people of SE Alaska for over 10,000 years, we are a maritime national which relies on access to the water for transportation, subsistence, and culture. The Tlingit people has depended on Salmon from time immemorial. We have a numerous number of Tribal members who commercial fish that would benefit immensely with this infrastructure improvement.”

i. Public Engagement & Project Impacts

As discussed in Climate Change and Sustainability, the proposed project is from the Juneau Downtown Harbors Uplands Preferred Master Plan: Bridge Park to Norway Point. The two core components of the public engagement process included a) ensuring a thorough understanding of the proposed plan and its effects on the community and b) creating an opportunity for concerns, feedback, and a diverse collection of ideas and viewpoints to help shape the plan and its priorities.

¹¹ RACE DATA: 2020 CENSUS DATA FOR REDISTRICTING <https://live.laborstats.alaska.gov/census-return-result?value%5B0%5D=4412>; POVERTY DATA: 2021 ACS 5-YEAR ESTIMATES DETAILED TABLES

¹² JUNEAU ALASKA TRIBAL HOUSING ASSESSMENT. AUGUST 2019. PREPARED FOR CENTRAL COUNCIL TLINGIT AND HAIDA INDIAN TRIBES OF ALASKA AND TLINGIT HAIDA REGIONAL HOUSING AUTHORITY. BY RAIN COAST DATA. <https://www.regionalhousingauthority.org/wp-content/uploads/2019/08/JUNEAU-DOUGLAS-CCTHITA-TRIBAL-HOUSING-SURVEY-ANALYSIS.PDF>

All public engagement opportunities were inclusive of all members of Juneau’s community and were heavily advertised through radio stations, newspapers, email newsletters, various websites, multiple social media channels, and on physical flyers placed throughout town. More than 150 residents ultimately took part one of these sessions over a 10-month period, which included: 4 public meetings, 3 all-day open house sessions, and numerous integrated design charrettes.

Additionally, three meetings were held with the Docks and Harbors Board. Comments from these public engagement sessions were essential to the development of the current master plan. Based on community feedback, the three initial master plan alternatives were reprioritized and further refined to develop a single, **preferred master plan**.

CBJ has not received any compliance reviews, external lawsuits, investigations, or complaints alleging discrimination, of any kind, in the last five years.

G. WORKFORCE DEVELOPMENT, JOB QUALITY, AND WEALTH CREATION

The Aurora Harbor Drive Down Float Project will help create good-paying jobs.

i. Supporting Jobs and Earnings

In 2021, the seafood economy in Southeast Alaska had 3,300 workers with associated workforce earnings of \$226.4 million, for an average wage of \$68,600.¹³ Regional harbor infrastructure supports that entire sector. One of the goals of this project is to grow and support the direct marketing sector – allowing fishermen to sell seafood directly to local residents and businesses. Annually, the project is expected to increase sales by \$2,030,339 (see BCA). The direct, indirect, and induced impacts of this float is expected to be 30.4 jobs throughout all businesses and industries in Juneau. The total direct, indirect, and induced impact of increased seafood sales is expected to be \$3.1 million annually, including \$989,587 in annual earnings.¹⁴

ii. Supporting Mariculture Growth

In addition to the sale of seafood and the support of local commercial fishermen, this project will help facilitate the growth of the mariculture industry. Through a \$49 million Build Back Better Regional Challenge grant to the Southeast Conference, the U.S. Economic Development Administration (EDA) is supporting the development of sustainable mariculture industry (utilizing aquatic resources for food, jobs, and economic development through ecosystem-based approaches to fisheries and management) in Alaska to produce shellfish and seaweed for the long-term benefit of the state’s economy, environment, and communities. This drive down facility will support mariculture and enable this sector to grow. The Cluster will distribute a quarter of the total funds to Alaska Native communities. “Mariculture provides an opportunity during new resource development to address the inequities by prioritizing tribal and Alaska Native leadership, ownership and participation in mariculture, as well as providing services such as training, financing, and other business development to support equitable opportunity,” states the [Alaska Mariculture Cluster Overarching Narrative](#).¹⁵

¹³ SOUTHEAST ALASKA BY THE NUMBERS 2022, BY RAIN COAST DATA. [HTTPS://WWW.RAINCOASTDATA.COM/PROJECT/SOUTHEAST-ALASKA-BY-THE-NUMBERS-2022/](https://www.raincoastdata.com/project/southeast-alaska-by-the-numbers-2022/)

¹⁴ MULTIPLIERS ANALYSIS BY RAIN COAST DATA USING RIMS TYPE II MULTIPLIERS FOR JUNEAU.

¹⁵ [HTTPS://WWW.FISHERIES.NOAA.GOV/FEATURE-STORY/ALASKA-MARICULTURE-CLUSTER-WINS-REGIONAL-CHALLENGE-GRANT-AQUACULTURE](https://www.fisheries.noaa.gov/feature-story/alaska-mariculture-cluster-wins-regional-challenge-grant-aquaculture)

VI. PROJECT READINESS

This project is ready to proceed upon procurement of funding. It is supported by the public through the Juneau Downtown Harbors Uplands Master Plan, which included significant public involvement as part of the development process. CBJ Docks and Harbors is the project proponent and owner. We operate and manage multiple waterfront facilities and properties throughout Juneau. These include two cruise ship docks, several small boat harbors and boat floats, six launch ramps, two commercial loading facilities, two boatyards, and several hundred acres of tidelands and waterfront properties under lease.

A. TECHNICAL CAPACITY

This project is technically feasible and able to meet the deadline of obligating funds by September 30, 2026. It is part of the broader Juneau Downtown Harbors Uplands Master Plan: Bridge Park to Norway Point ([Attachment XX](#)). During the master plan development process, a professional engineering consultant reviewed the concept plans to ensure all major components of the project were feasible from an engineering, construction, and permitting standpoint. The firm also provided detailed construction cost estimates in April 2023 based on preliminary design. The estimates are based on knowledge of material sourcing, permitting requirements, and familiarity with local contractors. In addition, there are many local, statewide, and regional marine contractors that have experience with the fabrication and construction of projects similar to the Aurora Harbor Drive Down Float Project.

The proposed drive down float design has been successfully constructed and used in other locations throughout Alaska. The functionality and versatility of the drive down float and new cranes are key attributes to the collective purpose of the Fisheries Terminal, which is the final vision for the project area. Several fabricators within the northwest United States have extensive experience with the fabrication, assembly and transportation of the proposed drive-down float, access bridge design, and crane procurement and installation.

i. Project Schedule

The schedule for the proposed project can be found below; it will easily accommodate the September 30, 2026, obligation deadline. The schedule includes state and federal permitting timelines. Since the additional infrastructure proposed for development is a continuation of the original Fisheries Terminal project, initial local approvals and preliminary design have been already completed. The project was also reaffirmed and endorsed by the public and local government in 2017 as part of master planning effort. Due to this pre-work, the project is ready to commence as soon as funding is awarded.

The Aurora Harbor Drive Down Float Project will require review and approval by the CBJ Planning Commission. We regard this as a proforma review, as the project meets all local zoning and development criteria. The final local matter will be appropriation of grant receipts by the CBJ Assembly. This is also expected to be a proforma step, as the project aligns with long-term, local economic development priorities and with the recently adopted Juneau Economic Plan. CBJ Docks and Harbors fully expects endorsement from all local government bodies with project review responsibilities.

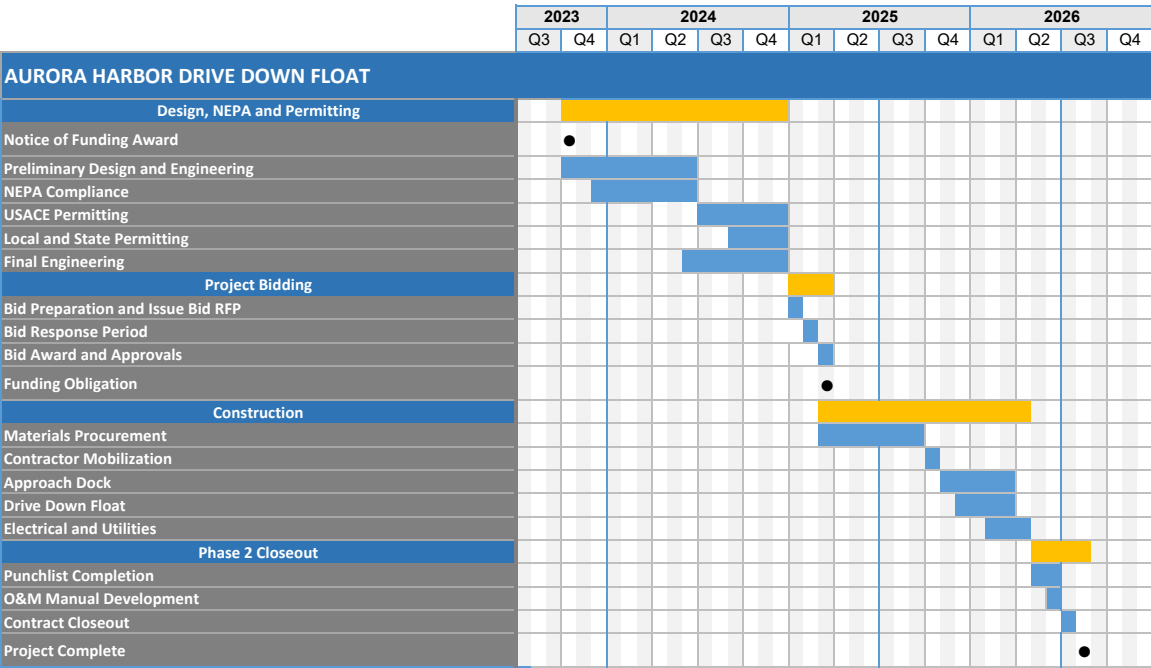


Figure 6. Project schedule

ii. Risk Mitigation

We understand the potential risk of permitting delays and have scheduled conservative timelines that include 7 months for NEPA review and compliance, as well as 6 months for USACE permitting and 4 months for receiving local and state permits. We additionally allocated 7 months for material procurement that overlaps with the project bidding to begin procurement of construction materials early and leave room for delays.

During the design phase, engineering investigations into the site, soil, and coastal conditions at the harbor will inform design development that is constructible for specific site conditions. Solidifying these design environmental conditions is a crucial step to risk mitigation planning. The engineering consultant will be well-versed in marine infrastructure development for Southeast Alaska communities, ensuring appropriate permitting requirements will be followed and construction contractors adhere to design documents. CBJ will work closely with the contractor and engineering consultant to address concerns as soon as they come to light. Our cost estimate includes contingency planning for unexpected changes or issues during construction, as well as inflation.

B. ENVIRONMENTAL RISK

As this project has always been part of the original development plan, there is minimal environmental risk associated with completing the Aurora Harbor Drive Down Float. CBJ has recently received environmental permits and approvals for other recent projects in the vicinity. The immediate area has already been highly developed, and there are no habitat issues such as eel grass beds or salmon spawning streams in the project area.

i. NEPA Status

No NEPA has been conducted for this project. It will be developed as part of the required

environmental reviews during the design process. We expect to receive a categorical exclusion under NEPA, but we expect an Environmental Assessment will likely be required due to in-water construction. We have allocated 7 months for NEPA review and will begin the process within three months following notice of funding award.

ii. Environmental Permits and Reviews

There are no environmental studies or other documents associated with this project. Nonlocal agencies with permitting responsibilities include USACE and the U.S. Environmental Protection Agency (EPA). A USACE permit will be required for construction in tidelands. We expect little, if any, difficulty in receiving this permit. The site was originally permitted for the same use, and CBJ Docks and Harbors recently received USACE authorization for a dredging permit for the entire Aurora Harbor. That dredging has been completed in accordance with the approved permits, and the dredge area immediately abuts and extends beneath the drive down float.

The immediate area has already been highly developed, and there are no habitat issues like eel grass beds or salmon spawning streams in the project area. While these permitting steps can be tedious, CBJ Docks and Harbors has a long history of permitting significant in-water and tidelands projects. This experience tells us that this project will easily clear permitting requirements.

Public Engagement

This project is part of the Juneau Downtown Harbors Uplands Master Plan, which went through a comprehensive public involvement and engagement process that was open to all members of the community. The process included input of more than 150 Juneau stakeholders and residents during four community workshops, three open house events, three harbor board presentations, integrated design charrettes, stakeholder meetings, and intensive public outreach over a 10-month period. This public input took the form of public comments, questions, and interviews – all of which aided in the development of the master planning document. For the Aurora Harbor Drive Down Float, CBJ and the planning team worked closely with local fishermen to better understand their needs and how to meet them through infrastructure improvements. The project has the support of the community. The preferred Master Plan was endorsed by the public at the conclusion of the February 16, 2017, public involvement meeting. On March 30, 2017, the CBJ Docks and Harbors Board adopted the master plan. See the letters of support for the project in **Attachment XX**. A detailed description of the planning and public engagement process can be found in Section V.

iii. State and Local Approvals

Due to the extensive planning and public involvement process that has already been performed, we expect the final permitting and approval process to be straightforward and relatively brief. CBJ has extensive experience in acquiring environmental permits and local approvals for projects of a similar nature and will draw upon that experience to navigate and acquire all required approvals and permits in a timely manner to meet the milestones described in the project schedule.

Alaska Department of Environmental Conservation (ADEC) Water System Plan Review and Alaska State Fire Marshall (ASFM) Plan Review documents will be submitted for approval upon design completion.



VII. DOMESTIC PREFERENCE

The Aurora Harbor Drive Down Float Project represents a conventional marine construction project that requires no foreign manufactured components. The approach dock and float anchor piles will consist of common round steel piles from domestically fabricated steel. A new potable water and fire suppression system will be installed using U.S.-manufactured, High-Density Polyethylene (HDPE) pipe and domestic valves.

The two electric cranes will be installed and sourced domestically. All other timber and steel materials incorporated in the work are commonly available from domestic sources. No waiver of the Buy American requirements will be required to complete the work.

VIII. STATUTORY DETERMINATIONS

Project Determinations	
1. The project improves the safety, efficiency, or reliability of the movement of goods through a port or intermodal connection to the port.	The Aurora Harbor Drive Down Float Project will develop a drive down float to provide a safer, more efficient method for transporting goods and supplies directly from vessels to shore. The new float and vehicle transfer bridge will replace the current method of carrying items by hand from a fixed dock up a steep and often slippery pedestrian gangway. The addition of two cranes on the new float will double the capacity for crane usage, as the current crane dock is often congested and cannot keep up with increasing demand for its services. The proposed project will additionally cut emissions from vessels by reducing the need for fishermen to travel to the Auke Bay Loading Facility to use its drive down float and cranes. By developing more reliable infrastructure to allow Aurora Harbor to operate at maximum capacity, the proposed project will better connect the local and regional fishing fleet to the transportation network and create an increase in shore processing and direct marketing. This will create more local business opportunities and improve the transport of goods to local, regional, national, and international markets. The safety, efficiency, reliability, and emission-reduction improvements of the proposed project amount to \$43,065,893 in benefits.

2. The project is cost effective.	This project is part of a larger planning effort to build a complete facility to serve all of the needs of the Juneau fishing vessel fleet. The BCA was prepared for the Drive Down and found that the completed project provided a benefit-cost ratio of 5.0.
3. The eligible applicant has the authority to carry out the project	CBJ owns the property at the proposed project site and has the sole authority to construct the proposed project.
4. The eligible applicant has sufficient funding to meet the matching requirements.	The project is defined by the PIDP as a rural, small project at a small port. This means that the Federal share of the funding may exceed 80% of the total funding, although this is not guaranteed. CBJ Docks and Harbors department recognizes the competitive nature of the PIDP grant program, but we currently can only match XX%, or \$XX.
5. The project will be completed without unreasonable delay.	CBJ Docks and Harbors Department has a documented history of completing ambitious waterfront infrastructure projects on time and under budget. Recent successful Docks and Harbors infrastructure projects include the Statter Harbor Passenger for Hire Floats (\$4.4 million), Downtown Waterfront Improvements consisting of over an acre of pile supported docks (\$12 million) and the award-winning Cruise Ship Berthing facility (\$53 million). With a management team consisting of 3 registered professional engineers and the support of local, experienced structural engineering firms, we can complete the proposed project without unreasonable delay.
6. The project cannot be easily and efficiently completed without Federal funding or financial assistance available to the project sponsor.	The funding sources currently available to CBJ Docks and Harbors department cannot be utilized to fund the Aurora Harbor Drive Down Float Project. Without federal funding, this critical piece of infrastructure cannot be built.



ATTACHMENTS

Attachment A: Benefit-Cost Analysis

Attachment B: Benefit-Cost Analysis Spreadsheet

Attachment C: Project Schedule

Attachment D: Funding Commitment Letter

Attachment E: Engineering Drawings

Attachment F: Juneau Downtown Harbors Uplands Master Plan

Attachment G: Comprehensive Plan of the City and Borough of Juneau

Attachment H: Project Cost Estimates

Attachment I: Letter of Support

MEMORANDUM

DOCKS AND HARBORS
CITY/BOROUGH OF JUNEAU
155 SOUTH SEWARD STREET, JUNEAU, ALASKA 99801

EMAILED MEMORANDUM

TO: Bidders Date: April 17, 2023

FROM: *Carl J. Uchytel*
Carl Uchytel, P.E.
Port Director

SUBJ: POSTING NOTICE OF BIDS
Aurora Harbor Rebuild – Phase III
Contract No. DH23-015

Posted 04/18/2023 sls

This memo is to post a notice of the results of the bid opening on April 12, 2023, for the subject project. The bidders and their total bids are as follows:

	Trucano Construction Company	Western Marine Construction
BASE BID	\$4,269,650.00	\$4,510,950.00
ADDITIVE ALTERNATE A	\$236,900.00	\$244,950.00
ADDITIVE ALTERNATE B	\$589,750.00	\$551,500.00
ADDITIVE ALTERNAT C	\$495,800.00	\$462,200.00
ADDITIVE ALTERNATE D	\$72,750.00	\$109,500.00
TOTAL PROJECT COST	\$5,664,850.00	\$5,879,100.00

The apparent low bidder is Trucano Construction Company. CBJ intends to award the Base Bid in the amount of \$4,269,650. The project account balance is currently approximately \$4.1 million, therefore, the CBJ must transfer funds prior to awarding the project. The process of transferring additional funds takes one meeting of the Docks and Harbors Board, and two Assembly meetings. The recommendation for transfer funding was forwarded to the April 14th, 2023 Docks and Harbors Board and approved. The recommendation to transfer funding will be forwarded to the April 17th regular Assembly meeting for introduction and to the May 8th Assembly meeting for adoption. The recommendation to award the Base Bid in the amount of \$4,269,650 will be forwarded to the Docks & Harbors Board on April 27th and to the CBJ Assembly for approval on May 8th, 2023.

This notice begins the protest period per Purchasing Code 53.50.062. Protests will be executed in accordance with CBJ Ordinance 53.50.062 "Protests", and 53.50.080 "Administration of Protest." The CBJ Purchasing Code is available online [here](#) or from the CBJ Purchasing Division at (907) 586-5215.

The apparent low bidder has until **4:30 p.m. on April 24, 2023**, to submit the Subcontractor Report, Section 00360, to the Engineering Department Contracts Office. The Subcontractor Report must be submitted even if there are no subcontractors planned for the job.

c. Matthew Sill, P.E. Port Engineer



BID SUMMARY

Reviewed by: Cristian Crabtree

Certified by: Carl Uchytíl, P.E.

Section F, Item 4.

Aurora Harbor Rebuild - Phase III Contract No. DH23-015				Engineer's Estimate		Trucano Construction Company 3560 N. Douglas Highway Juneau, Alaska 99801		Western Marine Construction 2775 Harbor Ave SW, Ste A Seattle, Washington 98126	
Wednesday, April 12, 2023									
PAY ITEM	PAY ITEM DESCRIPTION	UNIT PRICE	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1505.1	Mobilization	Lump Sum	All Req'd	Lump Sum	\$ 400,000.00	Lump Sum	\$ 480,000.00	Lump Sum	\$ 600,000.00
2060.1	Demolition and Disposal	Lump Sum	All Req'd	Lump Sum	\$ 10,000.00	Lump Sum	\$ 10,000.00	Lump Sum	\$ 20,000.00
2601.1	Domestic Water System and Appurtenances	Lump Sum	All Req'd	Lump Sum	\$ 112,500.00	Lump Sum	\$ 172,250.00	Lump Sum	\$ 170,000.00
2611.1	Dry Fire Suppression System	Lump Sum	All Req'd	Lump Sum	\$ 81,000.00	Lump Sum	\$ 111,250.00	Lump Sum	\$ 110,000.00
2702.1	Construction Surveying	Lump Sum	All Req'd	Lump Sum	\$ 15,000.00	Lump Sum	\$ 10,000.00	Lump Sum	\$ 20,000.00
2718.1	Signage	Lump Sum	All Req'd	Lump Sum	\$ 2,500.00	Lump Sum	\$ 3,500.00	Lump Sum	\$ 3,000.00
2882.1	Marine Mammal Work Suspension	HR	20	\$ 1,000.00	\$ 20,000.00	\$ 750.00	\$ 15,000.00	\$ 1,200.00	\$ 24,000.00
2895.1	Electrical Utility Float, 16' x 25'	Lump Sum	All Req'd	Lump Sum	\$ 80,000.00	Lump Sum	\$ 120,650.00	Lump Sum	\$ 125,000.00
2895.2	Headwalk Float, 10' x 126'	Lump Sum	All Req'd	Lump Sum	\$ 252,000.00	Lump Sum	\$ 366,500.00	Lump Sum	\$ 375,000.00
2895.3	Mainwalk Float H, 10' x 268'	Lump Sum	All Req'd	Lump Sum	\$ 536,000.00	Lump Sum	\$ 796,250.00	Lump Sum	\$ 820,000.00
2895.4	Finger Float, 6' x 48'	EA	1	\$ 72,000.00	\$ 72,000.00	\$ 81,650.00	\$ 81,650.00	\$ 92,000.00	\$ 92,000.00
2895.5	Finger Float, 8' x 60'	EA	3	\$ 120,000.00	\$ 360,000.00	\$ 135,600.00	\$ 406,800.00	\$ 142,000.00	\$ 426,000.00
2896.1	Furnish Steel Mooring Pile, 12.75" dia. x 0.500" thick	LF	210	\$ 125.00	\$ 26,250.00	\$ 130.00	\$ 27,300.00	\$ 135.00	\$ 28,350.00
2896.2	Furnish Steel Mooring Pile, 16" dia. x 0.500" thick	LF	960	\$ 130.00	\$ 124,800.00	\$ 140.00	\$ 134,400.00	\$ 135.00	\$ 129,600.00
2896.3	Install Steel Mooring Pile, 12.75" dia. x 0.500" thick		3	\$ 9,000.00	\$ 27,000.00	\$ 7,000.00	\$ 21,000.00	\$ 5,500.00	\$ 16,500.00
2896.4	Install Steel Mooring Pile, 16" dia. x 0.500" thick	EA	12	\$ 9,000.00	\$ 108,000.00	\$ 7,000.00	\$ 84,000.00	\$ 5,500.00	\$ 66,000.00
2896.5	Contingent Work - Pile Socket	EA	5	\$ 10,000.00	\$ 50,000.00	\$ 7,000.00	\$ 35,000.00	\$ 10,000.00	\$ 50,000.00
2897.1	Supply Flotation Billet,	EA	20	\$ 250.00	\$ 5,000.00	\$ 460.00	\$ 9,200.00	\$ 600.00	\$ 12,000.00
2897.2	Install Flotation Billet	EA	20	\$ 250.00	\$ 5,000.00	\$ 500.00	\$ 10,000.00	\$ 750.00	\$ 15,000.00
2898.1	Refurbish Existing Aluminum Gangway	Lump Sum	All Req'd	Lump Sum	\$ 10,000.00	Lump Sum	\$ 40,000.00	Lump Sum	\$ 25,000.00
2898.2	Refurbish Existing Gangway Landing Float	Lump Sum	All Req'd	Lump Sum	\$ 30,000.00	Lump Sum	\$ 87,500.00	Lump Sum	\$ 120,000.00
2899.1	Life Ring and Base	EA	5	\$ 1,000.00	\$ 5,000.00	\$ 2,000.00	\$ 10,000.00	\$ 1,800.00	\$ 9,000.00
2899.2	Fire Extinguisher and Base	EA	5	\$ 850.00	\$ 4,250.00	\$ 2,000.00	\$ 10,000.00	\$ 1,000.00	\$ 5,000.00
2899.3	Hose Mount and Base	EA	6	\$ 750.00	\$ 4,500.00	\$ 900.00	\$ 5,400.00	\$ 750.00	\$ 4,500.00
13121.1	Electrical Utility Building	Lump Sum	All Req'd	Lump Sum	\$ 45,000.00	Lump Sum	\$ 70,000.00	Lump Sum	\$ 80,000.00
16000.1	Electrical System	Lump Sum	All Req'd	Lump Sum	\$ 775,000.00	Lump Sum	\$ 1,105,000.00	Lump Sum	\$ 1,125,000.00
16052.1	Electrical Support Assemblies	Lump Sum	All Req'd	Lump Sum	\$ 75,000.00	Lump Sum	\$ 47,000.00	Lump Sum	\$ 40,000.00
	Base Bid Total				\$3,235,800.00		\$4,269,650.00		\$4,510,950.00

BID SUMMARY

Reviewed by:

Cristian Crabtree

Certified by:

Carl Uchytíl, P.E.

Section F, Item 4.

Aurora Harbor Rebuild - Phase III Contract No. DH23-015				Engineer's Estimate		Trucano Construction Company 3560 N. Douglas Highway Juneau, Alaska 99801		Western Marine Construction 2775 Harbor Ave SW, Ste A Seattle, Washington 98126	
Wednesday, April 12, 2023									
PAY ITEM	PAY ITEM DESCRIPTION	UNIT PRICE	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
2601.1A	Domestic Water System and Appurtenances – H3	Lump Sum	All Req'd	Lump Sum	\$ 2,500.00	Lump Sum	\$ 38,150.00	Lump Sum	\$ 30,000.00
2895.2A	Headwalk Float H3, 10' x 54'	Lump Sum	All Req'd	Lump Sum	\$ 108,000.00	Lump Sum	\$ 175,650.00	Lump Sum	\$ 175,000.00
2896.1A	Furnish Steel Mooring Pile, 12.75" dia. x 0.500" thick	LF	70	\$ 125.00	\$ 8,750.00	\$ 130.00	\$ 9,100.00	\$ 135.00	\$ 9,450.00
2896.3A	Install Steel Mooring Pile, 12.75" dia. x 0.500" thick	EA	1	\$ 9,000.00	\$ 9,000.00	\$ 7,000.00	\$ 7,000.00	\$ 5,500.00	\$ 5,500.00
16000.1A	Electrical System – H3	Lump Sum	All Req'd	Lump Sum	\$ 7,500.00	Lump Sum	\$ 3,500.00	Lump Sum	\$ 13,000.00
16052.1A	Electrical Support Assemblies – H3	Lump Sum	All Req'd	Lump Sum	\$ 7,500.00	Lump Sum	\$ 3,500.00	Lump Sum	\$ 12,000.00
	Alternate No. A Total				\$ 143,250.00		\$236,900.00		\$244,950.00
2895.4B	6x48 Finger Float	EA	5	\$ 72,000.00	\$ 360,000.00	\$ 99,750.00	\$ 498,750.00	\$ 94,000.00	\$ 470,000.00
2896.2B	Furnish Steel Pipe Pile, 16" dia. x 0.500" thick	LF	400	\$ 130.00	\$ 52,000.00	\$ 140.00	\$ 56,000.00	\$ 135.00	\$ 54,000.00
2896.4B	Install Steel Pipe Pile, 16" dia. x 0.500" thick	EA	5	\$ 9,000.00	\$ 45,000.00	\$ 7,000.00	\$ 35,000.00	\$ 5,500.00	\$ 27,500.00
	Alternate No. B Total				\$ 457,000.00		\$589,750.00		\$551,500.00
2601.1C	Domestic Water System and Appurtenances – TEE FLOAT	Lump Sum	All Req'd	Lump Sum	\$ 5,000.00	Lump Sum	\$ 35,250.00	Lump Sum	\$ 5,000.00
2895.6C	Tee Float 10' x 118'	Lump Sum	All Req'd	Lump Sum	\$ 236,000.00	Lump Sum	\$ 369,750.00	Lump Sum	\$ 365,000.00
2896.2C	Furnish Steel Mooring Pile, 16" dia. x 0.500" thick	LF	320	\$ 130.00	\$ 41,600.00	\$ 140.00	\$ 44,800.00	\$ 135.00	\$ 43,200.00
2896.4C	Install Steel Mooring Pile, 16" dia. x 0.500" thick	EA	4	\$ 9,000.00	\$ 36,000.00	\$ 7,000.00	\$ 28,000.00	\$ 5,500.00	\$ 22,000.00
16000.1C	Electrical System – TEE FLOAT	Lump Sum	All Req'd	Lump Sum	\$ 7,500.00	Lump Sum	\$ 14,000.00	Lump Sum	\$ 23,000.00
16052.1C	Electrical Support Assemblies – TEE FLOAT	Lump Sum	All Req'd	Lump Sum	\$ 7,500.00	Lump Sum	\$ 4,000.00	Lump Sum	\$ 4,000.00
	Alternate No. C Total				\$ 333,600.00		\$495,800.00		\$462,200.00
1505.1A	Mobilization	Lump Sum	All Req'd	Lump Sum	\$ 15,000.00	Lump Sum	\$ 12,000.00	Lump Sum	\$ 23,000.00
2996.1	Supply Pile Anode, Type A	EA	50	500	\$ 25,000.00	\$ 650.00	\$ 32,500.00	\$ 1,100.00	\$ 55,000.00
2996.2	Install Pile Anode, All Types	EA	50	300	\$ 15,000.00	\$ 455.00	\$ 22,750.00	\$ 500.00	\$ 25,000.00
2996.3	Anode Potential Readings and Continuity Testing	Lump Sum	All Req'd	Lump Sum	\$ 2,500.00	Lump Sum	\$ 5,500.00	Lump Sum	\$ 6,500.00
	Alternate No. D Total				\$ 57,500.00		\$72,750.00		\$109,500.00
	Total Bid				\$ 4,227,150.00		\$5,664,850.00		\$5,879,100.00

REAL PROPERTY PURCHASE AND SALE AGREEMENT

This Real Property Purchase Agreement (“Agreement”) is made in duplicate and entered into by and between **1000 Harbor Way, LLC**, an Alaska limited liability company, having a mailing address of 1000 Harbor Way, Juneau, Alaska 99801-1566 (“Purchaser”) and, the **City and Borough of Juneau**, a municipal corporation in the State of Alaska, having its offices at 155 South Seward Street, Juneau, Alaska 99801, (“CBJ”) (collectively, “Parties”).

1. Intent: The Parties wish to execute this Purchase and Sale Agreement (“Agreement”) to provide Purchaser additional land under and around their existing building in order to make major structural and architectural improvements to the aging building.
2. Real Property: Subject to the terms and conditions set forth in this Agreement, CBJ agrees to convey to Purchaser, fee simple title to the following described real property located in the Juneau Recording District, First Judicial District, State of Alaska:

Lot 3, Block 51, of the same Tidelands Addition, Plat No. 347; more particularly described as follows: Beginning at Corner No. 1, identical with the most northerly corner of Lot 5, Block 51; thence S 54° 53’ 15” W 60.00 feet to Corner No. 2; thence S 35° 06’ 45” E 49.50 feet to Corner No. 3; thence S 52° 09’ 18” W 20.02 feet to Corner No. 4; thence N 35° 06’ 45” W 90.91 feet to Corner No. 5; thence N 55° 56’ E 80.01 feet to Corner No. 6; thence S 35° 06’ 45” E 39.00 feet to Corner No. 1, the place of beginning; containing 4,178 square feet, more or less.

Juneau Recording District, First Judicial District, State of Alaska, as further described in Exhibit A.

(hereinafter, the “Property”). The Parties agree to amend the description of the Property above to conform to the description reflected in a preliminary title commitment obtained by Purchaser.

3. Purchase Area: Pursuant to Ordinance 2023-19 An Ordinance Authorizing the Manager to Convey Approximately 4,814 Square Feet of Tidelands Located on a Fraction of Lot 3, Block 51, Tidelands Addition Adjacent to 1000 Harbor Way to 1000 Harbor Way, LLC for Fair Market Value, the area of the Property to be conveyed by CBJ to Purchaser is approximately 4,814 Square Feet of Tidelands Located on a Fraction of Lot 3, Block 51, of the same Tidelands Addition, Plat No. 347, Adjacent to 1000 Harbor Way to 1000 Harbor Way; as described in Attachment A of this Agreement (hereinafter, the “Purchase Area”).
4. Land Value: The value of the land to be purchased by Purchaser has been determined by the Appraisal Report of Horan & Company, dated February 24, 2023 (the “Appraisal,” Attachment B). The value is appraised at \$24.62 per square foot or

\$118,510. The balance due from Purchaser to CBJ is \$118,510 (One Hundred-Eighteen Thousand, Five Hundred Ten Dollars).

5. Right of First Refusal. Subject to the terms and conditions set forth in this Agreement, Purchaser, agrees that it is their intent to sign, on the date of closing, a lot consolidation to combine the Remainder of Lot 5 of A.T.S. No. 3, Block 51 with the Property (as consolidated, they are referred to together as the "Consolidated Lot"). If Purchaser receives a written offer to purchase the Property or the Consolidated Lot, before they accept such an offer, Purchaser shall give notice to the CBJ of said offer, including a copy of the offer, by certified U.S. Mail, return receipt requested addressed to CBJ at 155 South Seward Street, Juneau, Alaska 99801. Notice shall be effective on the date the receipt is signed. CBJ shall have 90 days from the date of receipt of the notice from Purchaser to deliver to Purchaser written notice by certified U.S. Mail, return receipt requested addressed to Purchaser at 1000 Harbor Way, Juneau, Alaska 99801 of its election to purchase on the same terms offer and to pay to Purchaser the consideration under the terms of the offer. If CBJ fails to exercise in the manner and time stated above, this right of first refusal shall have no more force and effect.
- a) If Purchaser conveys title of the Property or Consolidated Lot to a party other than CBJ, CBJ's right of first refusal under this paragraph 5 shall thereafter be of no further force and effect with respect to the Property or Consolidated Lot and a claim or right of action of CBJ, if any, shall be solely against Purchaser.
 - b) If the Property and Remainder of Lot 5 of A.T.S. No. 3, Block 51 are not consolidated into one lot, for whatever reason, the right of first refusal under this paragraph 5 shall not apply to Remainder of Lot 5 of A.T.S. No. 3, Block 51.
 - c) Notwithstanding anything herein to the contrary, Purchaser shall not have any obligation to provide the notice of nor shall CBJ have the right to purchase due to any of the following:
 - i. Transfers to any parent, subsidiary or affiliate of Purchaser;
 - ii. Transfers by Purchaser which are deemed or considered transfers by operation of law, liquidation or consolidation, including, without limitation, mergers, consolidations, reorganizations or dissolutions;
 - iii. Easements, leases, usufructs, licenses, concession agreements or transfers not in fee; or
 - iv. Involuntary transfers including, without limitation, transfers in foreclosure, transfers in lieu of foreclosure, bankruptcy, or court-ordered liquidation.

- d) Time is of the essence with respect to the rights and obligations under this paragraph 5.
 - e) Neither Party shall record an instrument evidencing the right of first refusal under this paragraph 5.
 - f) CBJ shall not assign any the right of first refusal granted under this paragraph 5.
6. Evidence of Title: The CBJ represents that fee simple title to the Property is in CBJ.
 7. Title Insurance: Title insurance shall be the responsibility of Purchaser, and Purchaser's obligation to purchase shall be contingent upon Purchaser obtaining title insurance acceptable to Purchaser at or before closing.
 8. Conveyance: CBJ shall convey title to the Property to Purchaser by quitclaim deed, free of any mortgages, liens, encumbrances, or other defects in title, other than those deemed acceptable by Purchaser at closing.
 9. Taxes: All local taxes applicable to the Property shall be prorated and paid through the date of closing.
 10. Closing: Closing on the sale of the Property shall occur no later than June 30, 2023, unless the closing date is extended by written agreement of the Parties. Such agreement shall not be unreasonably withheld.
 11. Effective Date: This Agreement shall be effective and binding upon either party only upon such date that this Agreement is fully executed by all parties on the signature page. This provision may not be waived by partial performance or otherwise and no reliance shall be placed on this Agreement until it is so executed.
 12. No Warranties. Purchaser specifically acknowledges and agrees that (1) CBJ does not make any representations or warranties of any kind, either express or implied, with respect to the Property, and (2) the Property is conveyed to the Purchaser in an "As-Is" and "WITH ALL FAULTS" condition as of the date of closing, including, without limitations, the condition or stability of the soils or ground waters, the presence or absence of hazardous materials on or under the Property, suitability for any construction or development, zoning and similar matters.
 13. Governmental Approval. This conveyance is conditioned on the City and Borough of Juneau Assembly enacting an ordinance authorizing the conveyance. In the event a governing authority having jurisdiction over the Property requires a survey, plat or has a subdivision ordinance, Purchaser shall, at Purchaser's sole expense, comply

with such laws and take all steps necessary to obtain such survey, plat, or subdivision. CBJ agrees to cooperate with Purchaser in obtaining the necessary approvals, if any. The closing date may be extended for such period as may be required to obtain such approval.

14. No Brokers Or Agents. The Parties represent that neither party has employed the services of a real estate broker or agent in connection with the Property, or that if such agents have been employed, that the party employing said agent will pay any and all expenses outside the closing of this Agreement.
15. Free and Voluntary Agreement. The Parties have read all of this Agreement and fully understand all of the terms used and their significance. The Parties execute this instrument freely and voluntarily for the purpose of conveying title of the Property from the Seller to the Purchaser in exchange for the Purchase Price.
16. Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to the purchase and sale of the Property. This Agreement supersedes any and all prior negotiations, correspondence, discussions, agreements, and understandings, whether oral or written, between the parties. This Agreement may not be modified or amended except by a written agreement executed by both parties.
17. Severability. If one or more of the provisions of this Agreement is held invalid, illegal or unenforceable in any respect, such holding will not impair the validity, legality, or enforceability of the remaining provisions.
18. Construction. The Parties have reviewed and negotiated this Agreement. The Parties agree that any ambiguities will not be construed against a party.
19. Release. The Parties to this Agreement hereby release each other from any and all claims involving the Property of which the Parties have actual knowledge, except for any future claim brought to enforce the terms of this Agreement.
20. Law and Forum Selection. The Superior Court for the State of Alaska, First Judicial District at Juneau, Alaska shall be the exclusive jurisdiction for any action of any kind and any nature arising out of or related to this Agreement. Venue for trial in any action shall be in Juneau, Alaska. The laws of the State of Alaska shall govern the rights and obligations of the parties. The Parties specifically waive any right or opportunity to request a change of venue pursuant to A.S. 22.10.040.
21. Applicability of Alaska Public Records Act. Purchaser acknowledges and understands that the CBJ is subject to the Alaska Public Records Act (AS 40.25.120) and that all documents received, owned or controlled by the CBJ in relation to this Agreement must be made available for the public to inspect upon request, unless an

exception applies. It is Purchaser's sole responsibility to clearly identify any documents Purchaser believes are exempt from disclosure under the Public Records Act by clearly marking such documents "Confidential." Should the CBJ receive a request for records under the Public Records Act applicable to any document marked "Confidential" by Purchaser, the CBJ will notify Purchaser as soon as practicable prior to making any disclosure. Purchaser acknowledges it has five calendar days after receipt of notice to notify the CBJ of its objection to any disclosure, and to file any action with any competent court Purchaser deems necessary in order to protect its interests. Should Purchaser fail to notify the CBJ of its objection or to file suit, Purchaser shall hold the CBJ harmless of any damages incurred by Purchaser as a result of the CBJ disclosing any of Purchaser's documents in the CBJ's possession. Additionally, Purchaser may not promise confidentiality to any third party on behalf of the CBJ, without first obtaining express written approval by the CBJ.

22. Counterparts: This Agreement may be signed in multiple counterparts with the same effect as if all parties signed the same document. Delivery of a legible photocopy, telefax, or scanned copy of the entire signed original of this Agreement will be treated the same as delivery of the original.

SELLER/CBJ

CITY & BOROUGH OF JUNEAU

By: _____
Carl Uchytel, Port Director

PURCHASER

1000 HARBOR WAY, LLC

By: _____
Tyler Gress, Member

By: _____
Jeremy Hansen, Member

SELLER ACKNOWLEDGEMENT

STATE OF ALASKA)
Real Property Purchase Agreement
Hansen-Gress Corp.

Initials _____/_____
Page 5 of 7

FIRST JUDICIAL DISTRICT

)ss.
)

THIS IS TO CERTIFY that on this _____ day of _____, 2023, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **Carl Uchytil**, to me known and known to me to be the **CITY AND BOROUGH PORT DIRECTOR**, and known to me to be the person who signed the foregoing instrument, on behalf of said corporation, and s/he acknowledged to me that s/he signed and sealed the same as a free act and deed of the said corporation for the uses and purposes therein expressed.

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

Notary Public in and for Alaska

My Commission Expires: _____

PURCHASER ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 2023, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **Tyler Gress** and **Jeremy Hansen**, to me known and known to me to be the **Members of 1000 Harbor Way, LLC**, and known to me to be the persons who signed the foregoing instrument, on behalf of said limited liability company, and /they acknowledged to me that they signed and sealed the same as a free act and deed of the said limited liability company for the uses and purposes therein expressed.

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

Notary Public in and for Alaska

My Commission Expires: _____

AMENDMENT NO. 3 BETWEEN
THE UNIVERSITY OF ALASKA AND THE CITY AND BOROUGH OF JUNEAU
FOR LEASE AGREEMENT
FISHERIES AND MARINE RELATED DEVELOPMENT OF UAS MARINE TECH CENTER
JUNEAU, ALASKA

THIS LEASE AGREEMENT AMENDMENT NO.3 (“Amendment No.3”), by and between THE CITY AND BOROUGH OF JUNEAU (“LESSEE”), a municipal corporation whose address is 155 South Seward Street, Juneau, Alaska 99801 and the UNIVERSITY OF ALASKA (“LESSOR”), a corporation created under the Constitution and laws of the State of Alaska, whose address is 1815 Bragaw Street, Suite 101, Anchorage, Alaska 99508 3438, is made effective as of May 6, 2023.

RECITALS

WHEREAS, the Lessor and Lessee entered into that certain Lease dated May 6, 1988, for a term of thirty-three years.

WHEREAS, the 1988 Lease allowed Lessee a one-time option to extend the Term of the Lease for an additional thirty-three years, which Lessee did not exercise.

WHEREAS, the parties previously agreed to Amendments No. 1 in 2021 and No. 2 in 2022, each extending the lease term for a year, now set to expire May 5, 2023.

WHEREAS, the parties are now desirous of leasing the same property for a four-year term.

NOW THEREFORE, The City and Borough of Juneau and the University of Alaska agree as follows:

Sections 1.3 and 1.4 are deleted.

Section 2 is replaced in its entirety with:

TERM.

- A. This Lease shall be for **FOUR (4)** years (the “Term”) commencing on **May 5, 2023** and expiring **May 4, 2027** without notice or other action by either party, unless earlier terminated or extended as provided in this Lease.

Section 3 is deleted.

Section 4 is replaced in its entirety with:

RENT.

- A. Base Rent. Lessee agrees to pay to the University the sum of EIGHT THOUSAND THREE HUNDRED THIRTY-THREE AND 33/100 DOLLARS (\$8,333.33) monthly as rent, payable upon execution of this Lease with the first payment due May 5, 2023 and on the fifth of each month thereafter, without deduction and without notice or demand. Payment shall be submitted to the University at the address listed on page 1 of this Lease or at such other place as the University may designate.

- B. Interest on Unpaid Rent, Late Charges. A late payment fee of five percent (5%) of the amount due shall accrue for any payments due under this Lease not made within ten (10) days of the due date. In addition to the late payment fee, unless otherwise specifically provided herein, any sum payable to Lessor hereunder which is not paid when due shall bear interest at the highest rate allowable under AS 45.45.010 (b) on all amounts past due from the date the same becomes due until paid.
- C. Educational Benefit. In consideration for the Base Rent being discounted from the fair market rental value of the property, Lessee will provide, throughout the Lease term, the following in-kind benefits:
1. Lessee shall provide free lift tickets and 50% discounts on gear rental at Eaglecrest for UAS students and entering into internships for UAS students pursuing outdoor recreation degrees.
 2. Lessee shall provide CBJ bus passes to UAS students at no cost.
 3. Lessee shall provide access at no cost to Treadwell Rink, CBJ Pools and Dimond Park Fieldhouse for UAS students.
 4. Lessee shall provide kayak storage and launch services at Statter Harbor at no cost for UAS students.
 5. Lessee shall provide or arrange no fewer than three (3) paid maritime internships to UAS students each semester, including but not limited to harbor operations, harbor marketing, or harbor administration.
 6. Lessee engaged relationships with the UAS/CG/ CSPI program.
 7. Lessee shall provide snow removal at no cost to UAS at the 5.34-acre UAS Tech Center facility, both those portions leased hereunder to Lessee and those portions remaining under UAS occupancy, including but not limited to the UAS Welding Lab and UAS Vo-Tech Building.

Section 5 is deleted.

Section 11 is replaced in its entirety with:

INSURANCE.

A. General Requirements.

- i. Lessee and its contractor and subcontractor(s) of any tier are required to carry the types and limits of insurance shown in this insurance clause, Section 12, and to provide the Lessor with a Certificate of Insurance ("certificate"). The Lessee and its contractor and subcontractor(s) shall not commence work under this contract until satisfactory evidence has been provided to the Lessor that the Contractor can cover the requirements set forth in this provision with regard to the Contractor and all subcontractors when engaged in any work performed under this contract. All certificates shall be coordinated by the Lessee and provided to the Lessor prior to signing of the contract by the Lessee. Certificates shall be executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for thirty (30) days' written notice to the Lessor prior to cancellation, non-renewal, or other material change of any insurance referred to therein as evidenced by return receipt of

United States certified mail.

- ii. Additionally, and at its option, Lessor may request certified copies of required policies and endorsements. Such copies shall be provided within (10) ten days of the Lessor's request.
- iii. All insurance required hereunder shall be maintained in full force and effect with insurers with Best's rating of AV or better and be licensed and admitted in Alaska. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage the Lessor may choose to maintain. Failure to maintain the required insurance may result in termination of this Private Suite Space Use Agreement at the Lessor's option.
- iv. All policies shall name the Lessor as Additional Insured. On the certificate, the Lessor shall be stated as: "University of Alaska." Certificates shall be mailed to:

University of Alaska
Facilities and Land Management
1815 Bragaw Street, Suite 101
Anchorage, Alaska 99508

- v. Failure of Lessor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Lessor to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of Lessee and its contractor and subcontractor(s) of any tier to maintain such insurance.
- vi. No Representation of Coverage Adequacy. By requiring insurance herein, Lessor does not represent that coverage and limits will necessarily be adequate to protect Lessee and its contractor and subcontractor(s) of any tier, and such coverage and limits shall not be deemed as a limitation on the liability of the Lessee and its contractor and subcontractor(s) of any tier under the indemnities granted to the Lessor in this Lease.
- vii. Lessee is responsible for coordinating the reporting of claims and for the following: (a) notifying the Lessor in writing as soon as practicable after notice of an injury or a claim is received; (b) cooperating completely with the Lessor in the defense of such injury or claim; and (c) taking no steps (such as admission of liability) which will prejudice the defense or otherwise prevent the Lessor from protecting its interests.
- viii. Failure to comply with this provision may preclude other contracts and agreements between the Lessee and the Lessor. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Lessee's policy contains higher limits, the Lessor shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Lessee prior to beginning work and must provide for a 30-day prior notice to the Lessor of cancellation, non-renewal, or material change. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the Lessee and its contractor and subcontractor's services.
- ix. In the event Lessee as a municipality self-insures for any of these insurance requirements, Lessee will provide Lessor with a letter to document its self-insurance program. Unless Lessor within 30 days of that letter that some aspect of the self-insurance program is inadequate, the self-insurance

program will be deemed to meet the requirements of this section 13.

- B. **Required Insurance Coverage.** Without limiting Lessee's indemnification, it is agreed that Lessee and its contractor and subcontractor(s) shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement policies of insurance covering the following types and limits:
- i. **Commercial General Liability Insurance.** Lessee and its contractor and subcontractor(s) of any tier shall maintain Commercial General Liability ("CGL") written on an occurrence basis and with a limit of not less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) each occurrence and TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately by location and shall not be less than FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00). CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, broad form property damage, independent contractors, products-completed operations, personal injury and advertising injury, explosion, collapse, underground hazards, and liability assumed under a contract including the tort liability of another assumed in a business contract. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with a Commercial Umbrella or Excess Liability policy. This policy shall name the Lessor as Additional Insured and waiver of subrogation language shall be included.
 - ii. **Commercial Auto Insurance.** Lessee and its contractor and subcontractor(s) of any tier shall maintain a Commercial Auto policy with a Combined Single Limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00); Underinsured and Uninsured Motorists limit of not less than \$1,000,000; Comprehensive; Collision; and a Medical Payments limit of not less than \$10,000. Coverage shall include Non-Owned and Hired Car coverage. This policy shall name the Lessor as Additional Insured and waiver of subrogation language shall be included.
 - iii. **Workers' Compensation.** Lessee and its contractor and subcontractor(s) of any tier shall provide and maintain, for all of its employees engaged in work under this contract, Workers' Compensation Insurance in accordance with the laws of the State of Alaska. The Lessee and its contractor shall be responsible for Workers' Compensation Insurance for any subcontractor(s) who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) each accident, ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) each person and ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) policy limit. Where applicable, coverage for all federal acts (i.e., U.S.L. & H and Jones Act) must also be included.
 - iv. **Personal Property.** If applicable, Lessee and its contractor and subcontractor(s) of any tier shall purchase insurance to cover personal property of Lessee and its contractor and subcontractor(s) of any tier. In no event shall Lessor be liable for any damage to or loss of personal property sustained by Lessee and its contractor and subcontractor(s) of any tier, even if such loss is caused by the negligence of Lessor, its Board of Regents, officers, employees, agents and representatives.
 - v. **Professional Liability.** If available generally to members of the professions of Lessee and its contractor and subcontractor(s) of any tier, Lessee and its contractor and subcontractor(s) of any

tier shall maintain Professional Liability (Errors & Omissions) insurance on a claims made basis, covering claims made during the policy period and reported within three years of the date of occurrence. Professional Liability shall include all errors, omissions, or negligent or wrongful acts of the Lessee, contractor, subcontractor, or anyone directly or indirectly employed by them, made in the performance of this contract which results in financial loss to the Lessor. Limits of liability shall be not less than one million AND NO/100 dollars (\$1,000,000.00). Coverage shall be maintained for the duration of this contract plus three (3) years following the date of final payment.

- vi. **Pollution Liability Insurance.** If applicable, Lessee and its contractor and subcontractor(s) of any tier, shall maintain Pollution Liability Insurance covering pollution legal liability arising from sudden and accidental and gradual pollution, and applicable to bodily injury, property damage, including natural resource damage, loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs, removal, storage, disposal and or use of the pollutant; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. Coverage shall be maintained in an amount of at least Two Million AND NO/100 Dollars (\$2,000,000.00) per loss. Coverage shall apply to sudden and gradual pollution conditions resulting in the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids or gases natural gas, waste materials, or other irritants, contaminants or pollutants. If coverage is written on a claims-made basis, the Lessee and its contractor and subcontractor(s) warrants that any prior acts or retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. This policy shall name the Lessor as Additional Insured and waiver of subrogation language shall be included.
- vii. **Aircraft.** If aircraft are used in the operations to be performed hereunder, aviation liability insurance with limits of TWENTY-FIVE million (\$25M) per occurrence combined single limit for bodily injury and property damage liability. This coverage shall include all owned, hired and non-owned aircraft. If Lessee and its contractor and subcontractor(s) operates an airstrip, airfield or other airport facilities in the operations be performed hereunder, the coverage shall include airport liability. This policy shall name the Lessor as Additional Insured and waiver of subrogation language shall be included.
- viii. **Watercraft.** If watercraft are used in the operations to be performed hereunder, watercraft liability insurance with limits of TWENTY-FIVE million (\$25M) per occurrence, combined single limit for bodily injury and property damage liability. This coverage shall include owned and non-owned watercraft. This policy shall name the Lessor as Additional Insured and waiver of subrogation language shall be included.
- ix. **Well Control.** If new or existing wells are coordinated or used in the operations to be performed hereunder, coverage for the cost of bringing a well under control in the event of blowout, including resultant pollution, seepage or contamination and resultant clean-up, cost to restore or re-drill a well due to blowout, crater or fire, and the cost of extinguishing an oil and gas well fire, shall be included. Limit shall be TWO HUNDRED million (\$200M). This policy shall name the Lessor as Additional Insured and waiver of subrogation language shall be included.
- x. **Excess Liability.** If necessary to provide the required limits, required policy limits may be layered

with a Commercial Umbrella or Excess Liability policy or policies. This policy shall name the Lessor as Additional Insured and waiver of subrogation language shall be included.

Section 25 is replaced in its entirety with:

A. Holdover. If Lessee shall, with the written consent of Lessor, hold over after the expiration of the term of this Lease, such tenancy shall be for an indefinite period of time on a month-to-month tenancy, provided that this tenancy may be terminated by either party with ninety (90) days' prior notice. During such tenancy, Lessee agrees to pay Lessor monthly rent at the rate of One Hundred Twenty-Five Percent (125%) of 1/12th of the annual rent in effect immediately prior to the holding over, unless a different rate shall be agreed upon in writing. Lessee shall be bound by all the other terms, covenants, and conditions of this Lease, so far as applicable.

Sections 6-10, 12-24, and 26-32 are retained and in continuing effect, except as they may become inapplicable by reason of the specific changes made herein. In the event of any irreconcilable inconsistencies between the retained sections and the amended sections hereunder, the amended sections will be deemed controlling.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 below.

LESSEE:

Rorie Watt
City Manager
CITY AND BOROUGH OF JUNEAU

Date

LESSOR:

Adrienne K. Stolpe
Director of Land Management
UNIVERSITY OF ALASKA

Date