



DOCKS AND HARBORS OPERATIONS MEETING AGENDA

April 17, 2024 at 5:00 PM

Port Directors Conference Room/Zoom Meeting

<https://juneau.zoom.us/j/81484929992> or (253)215-8782 Webinar ID: 814 8492 9992 Passcode: 708114

- A. **CALL TO ORDER: (5:00pm in Port Director's Conference Room and via Zoom)**
- B. **ROLL CALL: (James Becker, Don Etheridge, Paul Grant, Debbie Hart, Matthew Leither, Annette Smith, Shem Sooter, and Mark Ridgway)**
- 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 20th, 2024 Operations Meeting Minutes
- F. **UNFINISHED BUSINESS**
 - 2. Vessel Disposal Surcharge (VDS) – Next Steps
Presentation by Harbormaster

Committee Questions

Public Comment

Committee Discussion/Action

MOTION: TBD
 - 3. PIDP Grant Update – Local Matching Grant Amount
Presentation by Port Director & Brandon Ivanowicz (PND Engineers)

Committee Questions

Public Comment

Committee Discussion/Action

MOTION: MOTION: TO COMMIT FROM HARBOR FUND BALANCE - 20% OF PROJECT COST TOWARDS THE LOCAL MATCH FOR THE PIPD GRANT APPLICATION
- G. **NEW BUSINESS**
 - 4. Angoon Trading Company Lease Assignment
Presentation by Port Director

Committee Questions

Public Comment

Committee Discussion/Action

MOTION: TO APPROVE ANGOON TRADING COMPANY LEASE PROPERTY TRANSFER TO MARINE EXCHANGE OF ALASKA

- 5. Boat Shelter Sale of AF-019
Presentation by Port Director

Committee Questions

Public Comment

Committee Discussion/Action

MOTION: THAT THE BOARD WAIVE ITS RIGHT OF FIRST REFUSAL TO PURCHASE BOAT SHELTER AF-019

- 6. US Army Corps of Engineers - Feasibility Cost Study Analysis Agreement for Auke Bay Wave Attenuator
Presentation by Port Director

Committee Questions

Public Comment

Committee Discussion/Action

MOTION: TO RECOMMEND THAT THE BOARD ACCEPT THE US ARMY CORPS OF ENGINEERS AGREEMENT FOR A FEASIBILITY COST STUDY ANALYSIS FOR THE AUKE BAY WAVE ATTENUATOR.

H. ITEMS FOR INFORMATION/DISCUSSION

- 7. Goldbelt Seadrom Property Swap
Presentation by Port Director

Committee Discussion/Public Comment

- 8. Title 85 Changes
Presentation by Port Director

Committee Discussion/Public Comment

- 9. Proposed Camping Resolution
Presentation by Port Director

Committee Discussion/Public Comment

I. STAFF, COMMITTEE AND MEMBER REPORTS

J. COMMITTEE ADMINISTRATIVE MATTERS

Next Operations/Planning Committee Meeting - Wednesday, May 22nd, 2024

K. 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.gov.



DOCKS AND HARBORS OPERATIONS MEETING MINUTES

March 20, 2024 at 5:00 PM

City Hall Conf. Room 224/Zoom Meeting

- A. CALL TO ORDER:** Mr. Grant called the meeting to order at 5:00pm in CBJ Room 224 and via Zoom.
- B. ROLL CALL:** The following members attended in person or via zoom meeting; James Becker, Don Etheridge, Paul Grant, Matther Leither, Shem Sooter.
- Also in attendance: Carl Uchtyl – Port Director, Matthew Sill – Port Engineer, Matthew Creswell – Harbormaster, and Teena Larson – Administrative Officer.
- Absent: Annette Smith, Mark Ridgway, and Debbie Hart.
- C. PORT DIRECTOR REQUESTS FOR AGENDA CHANGES – No Changes**
- MOTION By MR. ETHERIDGE: TO APPROVE THE AGENDA AS PRESENTED AND ASK UNANIMOUS CONSENT.**
- Motion passed with no objection.
- D. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS - None**
- E. APPROVAL OF MINUTES**
- February 21st, 2024 Operations Meeting Minutes
Hearing no objection, the February 21st meeting minutes were approved as presented.
- F. NEW BUSINESS**
- CIP Transfer (T-1074)
Mr. Uchtyl said on page 11 in the packet is an administrative action led by the Finance Department. They take this time of year to clean up old CIP's. This will be closing out our Docks Security Stations CIP that was completed in 2020 and transfer the approximately \$15,000 to the open CIP called Weather Monitoring & Communications which is real time sensors and weather station in the Port. We have a contract with the Marine Exchange of Alaska for the weather station to install, maintain, and replace, as well as post the information on their website. We pay them for that service. This action will move the remaining funds from the Dock Security Station CIP to the Weather monitoring & communications CIP. We would then have \$30,000 in the weather monitoring CIP which we pay out approximately \$50,000 per year.
- Committee Questions - None
- Public Comment - None
- Committee Discussion/Action
- MOTION By MR. ETHERIDGE: TO RECOMMEND TO THE FULL BOARD THE ASSEMBLY TRANSFER AND CLOSE OUT \$15,536.85 FROM CIP H51-122 (DOCK SECURITY STATIONS) TO CIP H51-123 (WEATHER MONITORING & COMMUNICATIONS) AND ASK UNANIMOUS CONSENT.**
- Motion passed with no objection.
- PIDP Grant - Aurora Harbor Drivedown Float – Match Amount
Mr. Uchtyl said on page 13 in the packet is the application for the drive down float in Aurora Harbor that we applied for last year. The grant was to remove the existing fuel float at Aurora Harbor and add a

drive down float. On page 14 is a conceptual design of what it could look like. It would be similar to what is currently at the Auke Bay Loading Facility (ABLF). The proposed drive down float for Aurora Harbor is 120' in length and the one at the ABLF is 180'. Staff did have a debrief in January, and even though we were unsuccessful with this grant, the reviewers encouraged us to reapply. This grant application is due May 10th and Mr. Uchytel said he will need to know what amount of match the Board wants to commit. We are not obligated to commit any, but last year the Board committed \$500,000 which was the amount the Board thought we could afford. The reviewers suggested maybe a larger match would help our grant application. On page 20 in the packet shows a MARAD grant opportunity worth \$450M, that is due May 10th. Page 23 in the packet explains what they are looking for in the PIDP grant. Staff has been looking through various grants. We were looking for grants pertaining to commercial fisheries, but recently pivoted to ones pertaining to movement of goods and freight. This is the angle based on the notice of funding opportunity (NOFO). PND is writing the grant for us. On page 24 in the packet talks about a small project at a small port and this is the one suggested for us to apply for. This will give us the ability to apply for \$11.25M for a small project at a small port and we believe this will be the direction we will go. On page 25 in the packet talks about the requirement regarding the obligation of funds. Docks & Harbors meets the requirements being a local government for this grant, as well as a us working with a tribal government. It also talks about joint applications. He said last year staff reached out to Douglas Indian Association and they wrote a very strong letter of support. Tlingit and Haida is willing to write a strong letter of support for this application. He said he is not against the joint application, but it gets challenging with who controls what. Page 27 in the packet talks about cost sharing and matching and the federal share may not exceed 80 percent. The Secretary may waive the requirement for a match. We only had a limited amount of match last year and that was not 20%. He said Docks & Harbors would be eligible for a DOT Municipal Grant for a portion of the match. One option would be to commit the 20% and we will be also applying for a state grant. If we are unsuccessful with the state grant, we would still need to use the committed 20% match funds from our fund balance. On page 28 shows all the various projects that are included in a PIDP grant. Page 30 talks about what an ineligible project would be and Page 31 shows the evaluation criteria for the application. The things we struggle with in our grant application is, climate change and sustainability, equity and Justice 40 which is an administrations policy that 40% of all federal grant should go to underserved communities, workforce development, job quality, and wealth creation. On page 32 is the Harbors overview budget. He said at the end of FY24 our projected actual of the available fund balance is \$4.214M. In the FY25 proposed budget, we will be taking out \$2M, which is \$1.5M for the Aurora Harbor Phase IV, and \$500,000 for the Statter Harbor Breakwater feasibility study local match. The question tonight is how much should we commit to a match knowing we have other needs in the future? He will need direction from the Board in April at the latest.

Committee Questions

Mr. Etheridge asked what the total cost of the project is?

Mr. Uchytel said we would use the entire amount of \$11.25M. That will include construction, design, and construction administration.

Mr. Becker asked what was the Auke Bay Loading Facility drive down cost?

Mr. Uchytel and Mr. Sill could not remember exact but thought it was between \$6M and \$7M.

Mr. Grant asked if the reviewers commented on our application being submitted for the movement of goods?

Mr. Uchytel said we are being innovative. They liked what we said in our application. We are a regional hub, we currently have a drive-down float at Auke Bay that serves northern Lynn Canal, other

communities such as Angoon, Kake, and Southeast. There is Lucky Me that needs to move freight and construction material. We will get Southeast Conference that has a \$50M Maricultural Grant and it can be used for mariculture development in this portion of CBJ. For fisheries, there is Taku River Reds that use our crane dock and their ice machine is located on the crane dock. It would be easier to load from a drive down float. Regarding the safety, it is safer for commercial fisherman to drive down to your vessel to load or work on your vessel. It would save time and reduce injury from elderly fisherman pushing carts around.

Mr. Becker asked if there would be privately leased space on this drive down float?

Mr. Uchytel said no.

Mr. Becker asked if the ABLF offered that?

Mr. Creswell said, on the float there is no commercially leased space. We do have a graduated rate structure for transient vessels to encourage movement. In the uplands, we do have space available for commercial parties to use for storage.

Mr. Becker asked if we would have the same situation like in Auke Bay with the M/V Lite Weight moored there permanently?

Mr. Creswell said it works well for M/V Lite Weight in Auke Bay because of the large landing ramp. He loads from the float but primarily from the landing ramp.

Mr. Leither asked if we are at a disadvantage for not putting up 20% match? Putting up 20% is \$2.25M.

Mr. Uchytel said yes. In the debrief, they would encourage the 20% match because all the grants are oversubscribed.

Mr. Leither asked for a suggestion from Mr. Uchytel on what to do regarding the match?

Mr. Uchytel said he thought it was a good idea to leverage the DOT grant and use that for half of the match. However, the DOT grant is unpredictable so you need to go in thinking you will need to come up with the full amount committed. To be competitive, you need to have the 20% match. Staff is planning a Juneau Harbors Infrastructure fair for April 3rd. The intent for this fair is for community outreach so we can check that box on our application. This is also good to show people in the community what we would like to do for support, or they could tell us this is a terrible idea.

Mr. Grant asked Mr. Uchytel what his suggestion for a match is?

Mr. Uchytel said if the Board believes this is a valuable piece of infrastructure that will serve the community well, it is wise to put in 20%. He briefed Representative Peltola on this project when he was in DC, there is a possibility she will put in an earmark for this project in the current year budget. He does not know how much the earmark will be.

Mr. Grant commented with the 20% match being \$2.25M, if we later succeed with any of the other grants we are applying for, is there a method to substitute our other grants?

Mr. Uchytel said the Representative earmark is on the federal side and you can't use federal money for a match for a federal grant. The earmark signals the reviewers that this is a project that has the support from Representative Peltola. That is not part of the match but helps our case. The state DOT grant can be used for part of the match.

Mr. Sooter asked how accurate the \$11.25M drive-down project estimate is?

Mr. Uchytel said PND will do another estimate.

Mr. Sill said the last time PND did an estimate for the drive down float was close to COVID but they did recently do a cost for steel and the majority of the drive down float project is steel. Their numbers should be close.

Mr. Grant asked if we were to go all in with the \$2.25M, what effect will it have on other budgetary considerations?

Mr. Uchytel said looking at our Harbors budget overview. It is possible we do get the ADOT grant, and it is possible Aurora Harbor phase IV will only be \$10M now. The Statter Harbor Breakwater feasibility study with inflation is going to be closer to \$4M and we will need \$2M of local match. There is an opportunity to get Tlingit and Haida to partner with the breakwater and we would be able to forgo about \$500,000 of local match. He wants to bring them in during the infrastructure fair and make them a part of the team.

Public Comment – None

Committee Discussion/Action

MOTION By MR. ETHERIDGE: TO COMMIT 20% OF HARBOR FUND BALANCE TO THE PIDP GRANT APPLICATION FOR LOCAL MATCH AND SEND TO THE FULL BOARD FOR DISCUSSION AT THE NEXT MEETING AND ASK UNANIMOUS CONSENT.

Motion passed with no objection.

Mr. Becker had to leave the meeting at 5:36pm.

Mr. Creswell called Ms. Hart to see if she was able to attend via zoom and she did not answer.

The meeting ended due to no quorum. The following items were not discussed.

- 4. ~~Auke Bay Loading Facility—Boatyard Trailer Procurement Presentation~~

~~Committee Questions~~

~~Public Comment~~

~~Committee Discussion/Action~~

~~MOTION: TO DIRECT STAFF TO COMMENCE A PROCUREMENT PROCESS TO ACQUIRE BOATYARD TRAILER FOR USE AT AUKE BAY LOADING FACILITY WHICH WILL INCLUDE EXPENDITURES FROM FUND BALANCE.~~

G. ITEMS FOR INFORMATION/DISCUSSION

- 5. ~~Budget Presentation to AFC Presentation by Harbormaster~~

~~Committee Discussion/Public Comment~~

- 6. ~~Vessel Disposal Surcharge (VDS) Presentation by Harbormaster~~

~~Committee Questions~~

~~Public Comment~~

~~Committee Discussion/Action~~

~~MOTION: TBD~~

- ~~7. Statter Harbor Breakwater Condition & Future Plans
Presentation by Port Engineer & Port Director~~

~~Committee Discussion/Public Comment~~

- ~~8. Juneau Harbors Infrastructure Fair
Presentation by Port Director~~

~~Committee Discussion/Public Comment~~

- ~~9. Title 85 Update
Presentation by Port Director~~

~~Committee Discussion/Public Comment~~

H. ~~STAFF, COMMITTEE AND MEMBER REPORTS~~

I. COMMITTEE ADMINISTRATIVE MATTERS

Next Operations/Planning Committee Meeting - Wednesday, April 17th, 2024

J. ADJOURNMENT – The meeting adjourned at 5:38pm due to not having a quorum.

Big Take-Aways for Presentation:

- Approximately 19% of vessels in Assigned Moorage are uninsured
- \$19,799.45 was collected in the timeframe 4/1/23 - 4/1/24 in VDS
- Estimated \$30,499.88 projected in VDS fees collected if eligible transient vessels are included at current rate
- Disposal cost of vessels during 4/1/23 - 4/1/24 timeframe: \$95,698.24
- Disposal costs not covered by current VDS fee: \$75,898.79
- Current VDS rate 31 cents per foot per month, only applicable to vessels in assigned moorage
- **Proposed VDS rate increase to 97 cents per foot per month would increase estimated VDS fee revenue to \$95,982.47, with an average VDS monthly charge of \$51.41, if eligible transient vessels are included**

Body of Research/Proof

Date Range: 4/1/23 - 4/1/24

Invoice Type

Paid Invoices Only

Sales Tax Not Included

Transient DT

Annual (H02) 4 Invoices \$8,906.58
6-Month (H15M) 7 Invoices \$7,537.44
Monthly (H15) 1,780 Invoices \$362,417.99

Assigned DT

Annual (H01) 304 Invoices \$663,138.92
6-Month (H03M) 84 Invoices \$93,326.57
Monthly (H03) 1,378 Invoices \$341,785.95

Transient Statter

Annual (H05) 4 Invoices \$13,243.05
6-Month (H18M) 0 Invoices \$0.00
Monthly (H18) 1,519 Invoices \$516,686.56

Assigned Statter

Annual (H04) 62 Invoices \$190,139.60
6-Month (H06M) 7 Invoices \$12,312.47
Monthly (H06) 95 Invoices \$38,926.81

Combined Totals

Transient Annual (H02 & H05) 8 Invoices
 Transient 6-Month (H15M & H18M) 7 Invoices
 Transient Monthly (H15 & H18) 3,299 Invoices

Assigned Annual (H01 & H04) 366 Invoices
 Assigned 6-Month (H03M & H06M) 91 Invoices
 Assigned Monthly (H03 & H06) 1,473 Invoices

VDS Conversion - Maximum Number of VDS Charges Possible

Transient Annual (8 Invoices x 12 Months of VDS) = 96 VDS Charges
 Transient 6 - Month (7 Invoices x 6 Months of VDS) = 42 VDS Charges
 Transient Monthly (3,299 Invoices x 1 Month VDS) = 3,299 VDS Charges
Transient Total VDS Charges Possible (TVMax) = 3,437

Assigned Annual (366 Invoices x 12 Months VDS) = 4,392 VDS Charges
 Assigned 6-Month (91 Invoices x 6 Months VDS) = 546 VDS Charges
 Assigned Monthly (1,473 Invoices x 1 Month VDS) = 1,473 VDS Charges
Assigned Total VDS Charges Possible (AVMax) = 6,411

TVMax + AVMax = Maximum VDS Charges Possible (MVMax) = 9,848 VDS Charges
 $TVMax/MVMax = 0.349 = (\text{approx}) 35\%$ possible VDS charges from transient customers
 $AVMax/MVMax = 0.650 = (\text{approx}) 65\%$ possible VDS charges from assigned customers

Insurance Proportion/Projection

VDS collected in above range (H95) 1,214 Invoices \$19,799.45
 $VDS \text{ collected}/AVMax = 1,214/6,411 = 0.189 = (\text{approx}) 19\%$ of assigned vessels are **uninsured**
 $\$19,799.45/1,214 \text{ Invoices} = (\text{approx}) \$16.31/\text{month}$ currently being charged in VDS for uninsured assigned vessels
 $0.19 \times TVMax = 653$ possible additional VDS Charges from Transient Customers
 $653 \times \$16.31 = \$10,650.43$ projected possible additional revenue from VDS for transient vessels at current rate
 $1,214 + 653 = 1,867$ projected VDS invoices inclusive of transient and assigned vessels
 $\$10,650.43 + \$19,799.45 = \mathbf{\$30,499.88}$ projected VDS revenue at current rate if **eligible transient vessels included**

Disposal Expenses

Lucity Reports Total: $\$3,413.49 + \$50,153.58 + \$21,783.28 + \$12,185.22 + \$2,278.53 + \$5,884.14 = \mathbf{\$95,698.24}$ Total Disposal Cost

Rate Increase Proposal

$\$16.31/\$0.31 = 52.61 = (\text{approx}) 53 \text{ ft/month}$ for average eligible vessel
 $\$95,698.24 - \$30,499.88 = \$65,198.36$ cost deficit
 $\$65,198.36 \text{ deficit}/1,867 \text{ invoices} = \$34.92/\text{invoice}$

$\$34.92/53 \text{ ft} = (\text{approx}) \$0.66/\text{ft}/\text{month}$

$\$0.66 + \$0.31 = \$0.97/\text{ft}/\text{month}$

$\$0.97/\text{ft}/\text{month} \times 53 \text{ ft} \times 1,867 \text{ invoices} = \$95,982.47$ estimated total VDS fee revenue

$\$95,982.47/1867 \text{ invoices} = \51.41 monthly average VDS charge



CITY & BOROUGH OF JUNEAU DOCKS & HARBORS
AURORA HARBOR DRIVE DOWN FLOAT
BUDGET LEVEL ESTIMATE
5-Apr-24

Section F, Item 3.

Item	Item Description	Units	Quantity	Unit Cost	Amount
1505.1	Mobilization	LS	All Req'd	\$851,600	\$851,600
2060.1	Demolition and Disposal	LS	All Req'd	\$175,000	\$175,000
2601.1	Domestic Water System	LS	All Req'd	\$125,000	\$125,000
2611.1	Fire Suppression System	LS	All Req'd	\$100,000	\$100,000
2702.1	Construction Surveying	LS	All Req'd	\$50,000	\$50,000
2718.1	Sign Assembly	LS	All Req'd	\$15,000	\$15,000
2727.1	Widened Dock, 60' x 70'	LS	All Req'd	\$1,100,000	\$1,100,000
2894.1	Transfer Bridge, 17' x 140'	LS	All Req'd	\$1,200,000	\$1,200,000
2894.2	Bridge Support Float	LS	All Req'd	\$300,000	\$300,000
2894.3	Bridge Abutment Assembly	LS	All Req'd	\$175,000	\$175,000
2895.1	Drive Down Float, 48' x 120'	LS	All Req'd	\$3,200,000	\$3,200,000
2896.1	Float Anchor Pile, 24" dia. x 0.500" thick	EA	6	\$35,000	\$210,000
2896.2	Float Mooring Pile Frames	LS	All Req'd	\$250,000	\$250,000
2896.3	Dock Support Vertical Pile, 16" dia. x 0.500" thick	EA	16	\$22,000	\$352,000
2896.4	Dock Support Batter Pile, 16" dia. x 0.500" thick	EA	6	\$28,000	\$168,000
2896.5	Bridge Abutment Vertical Pile, 16" dia. x 0.500" thick	EA	2	\$22,000	\$44,000
2896.6	Bridge Abutment Batter Pile, 16" dia. x 0.500" thick	EA	4	\$28,000	\$112,000
2902.1	Float Transition Apron	LS	All Req'd	\$140,000	\$140,000
2996.1	Pile Anodes	LS	All Req'd	\$100,000	\$100,000
11200.1	Electric Crane	EA	2	\$150,000	\$300,000
16000.1	Electrical System - Power & Lighting	LS	All Req'd	\$400,000	\$400,000
ESTIMATED CONSTRUCTION COST					\$9,367,600
CONTINGENCY (15%)					\$1,405,140
PLANNING, PERMITTING, DESIGN & CACI (20%)					\$1,873,520
TOTAL RECOMMENDED PROJECT BUDGET - 2024 DOLLARS					<u>\$12,646,260</u>

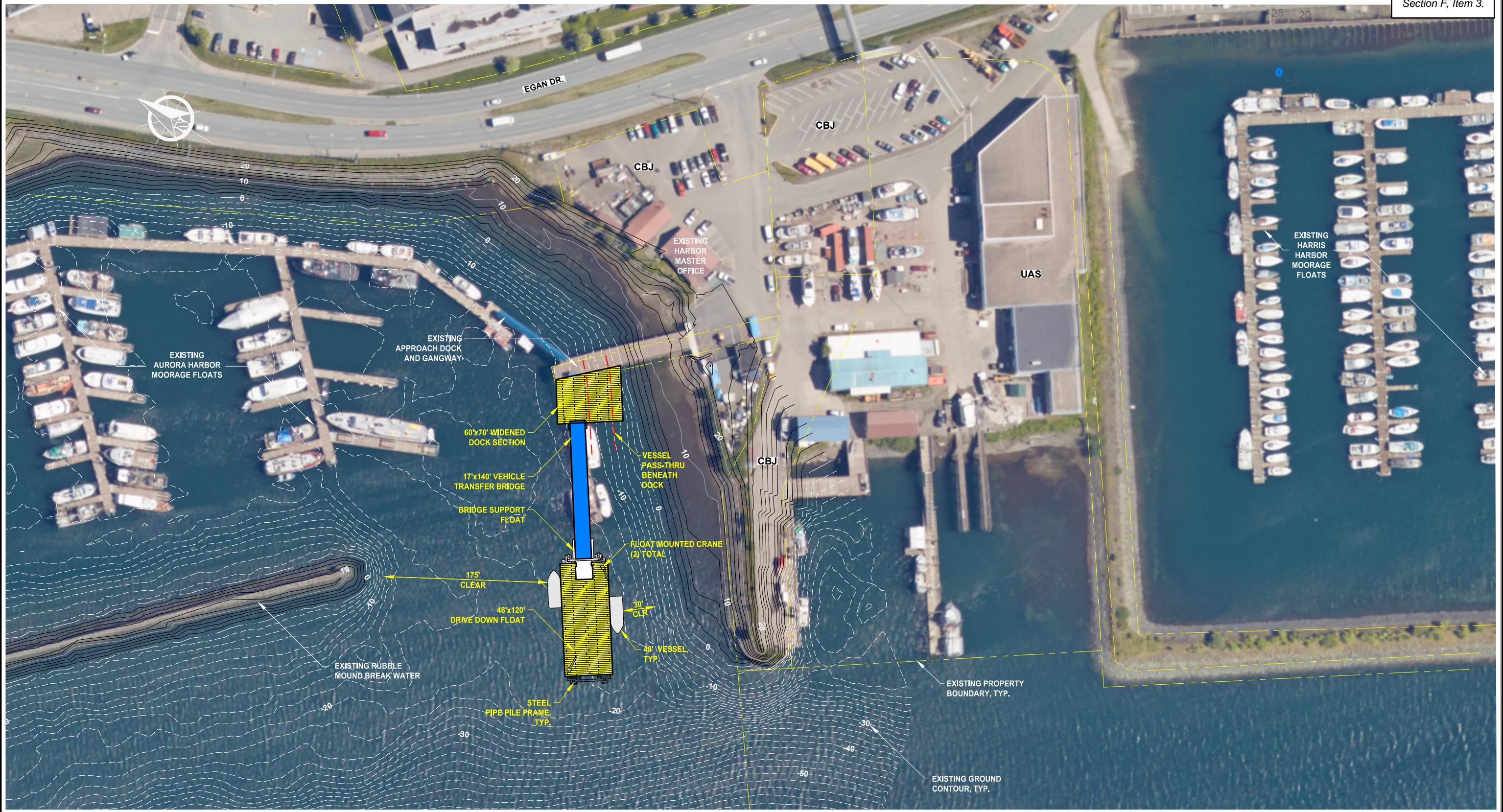


REVISIONS					
REV	DATE	DESCRIPTION	DWN	CHK	APP

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 2024
CHECKED:	CRS	CONTRACT NO.:	DH24-0XX
APPROVED:		FILE NO.	242027 SHEET: of 2



SCALE IN FEET
0 50 100 FT.



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

GENERAL SITE PLAN
AURORA HARBOR DRIVE DOWN FLOAT

DESIGN:	BMI	DATE:	APRIL 2024
CHECKED:	CRS	CONTRACT NO.:	DH24-0XX
APPROVED:		FILE NO.	242027 SHEET: 2 of 2

reach an agreement with the lessee on the lease rent adjustment, the Board shall pay for an additional appraisal and have the appraisal undertaken in accordance with the requirements set out in 05 CBJAC 50.050. The Board shall establish the lease rent adjustment based on this additional appraisal. In the event the Lessee disagrees with the lease rent adjustment, the lessee may appeal to the Assembly. The decision of the Assembly shall be final.

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

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

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

(f) **Cancellation and Forfeiture.**

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

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

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

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

(g) **Notice or Demand.** Any notice or demand, which under terms of a lease or under any statute must be given or made by the parties thereto, shall be in writing, and be given or made by registered or certified mail, addressed to the other party at the address of record.



**City and Borough of Juneau (CBJ)
Docks and Harbors**

**155 Heritage Way
Juneau, AK 99801
(907) 586-0282**

**ASSIGNMENT OF LEASE
AS 38.05.095 & CBJ Ordinance 53.20.190(4)**

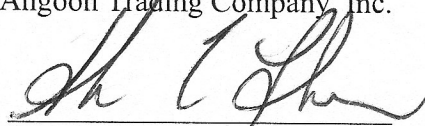
2852
ADL#

For Value Received, I (we) Angoon Trading Company, Inc.
Whose mailing Address is PO Box 10, Angoon, AK 99820
Lessee(s) under the Lease designated as Tidelands Survey No. 54/ADL No. 2852 and
covering the following-
Described property:
2601 Channel Drive, Juneau, AK 99801
Legal Description:

Leasehold Estate in and to Tract A, Alaska Tideland Survey No. 1670, according to Plat
No. 2015-1, Juneau Recording District, First Judicial District, State of Alaska

Do hereby assign, for good and valuable consideration, and subject to all rents, covenants
And conditions, all right, title and interest in the above lease to assignee: Marine
Exchange of Alaska, Inc.
Whose mailing address is: 1050 Harbor Way, Juneau, AK 99801 and successors and
assigns, for the unexpired term of the above lease, commencing on _____
The date this assignment is executed by the CBJ, and expiring on _____,
November 27, 2051.

Angoon Trading Company, Inc.



Shayne Thompson, Assignor(s)
President/ Director

Book _____, Pages _____, inclusive, or Recording Office Serial Number
2017-001004-0, Juneau Recording District

102-177(Rev. 10/01

From: [Angela Thrower](#)
To: [Carl Uchytel](#); [Matthew Creswell](#); [Teena Larson](#)
Subject: Boat Shelter Sale - AF-019
Date: Wednesday, April 3, 2024 10:47:31 AM
Attachments: [Outlook-dmm1pd4i.png](#)

Good morning All,

Mr. Timothy Stifter just provided us with a bill of sale for boat shelter AF-019. My understanding is that the sale should have had prior approval from the harbor board, but it does not sound like Mr. Stifter completed that requirement prior to sale. This is my first time with this scenario; can you provide some guidance about how to proceed? What do we need to do for the patrons and harbor board? Thank you for the information and direction.

Cheers,



Angela C. Thrower
Administrative Supervisor
CBJ Docks and Harbors
P: (907)586-0903
E: angela.thrower@juneau.gov

Sale of a Boat Shelter & Reserved Moorage Status

Reserved moorage may transfer from the seller to buyer, so long as the regulatory process is followed. In accordance with 05 CBJAC 40.020, owners must provide notice to the Port Director of their intent to sell a boat shelter. The Harbor Board has 30 days to exercise its first right of refusal to purchase the structure at fair market value. If the Board declines to purchase the shelter, the owner is then free to sell it to a member of the public and transfer reserved moorage status to the purchaser, subject to approval by the Harbormaster. Both the bill of sale and any right of refusal documents must be submitted to the Harbormaster upon sale of the shelter.

Additional Information

- Parking permits are available for boat shelter owners with proof of current vehicle registration.
- Parking permits are available for boat shelter visitors; license plate number and contact information must be provided to the harbor office.
- The harbor office does not accept mail or deliveries for patrons.
- All pets must be leashed and cleaned up after.

Harbor Numbers

Auke Bay - 907-789-0819

Auke Bay Loading Facility (ABLF)
Don Statter Harbor (Auke Bay)
Statter Breakwater (Reservations)

Downtown - 907-586-5255

Aurora Harbor
Mike Pusich Douglas Harbor
Harris Harbor

Port of Juneau - 907-586-5720

Port Director's Office - 907-586-0292
Intermediate Vessel Float (IVF)
Port Field Office Float (PFO)
Inside of the Cruise Ship Terminal Dock (ICT)

For more information, visit our webpage or email us at:

www.juneau.org/harbors
Habormaster@juneau.gov
HarborBoard@juneau.org

Docks & Harbors is a CBJ enterprise funded department in which revenue is collected to support annual operations & maintenance without local property or sales tax. The goal of enterprise funded operations is to deliver goods and services to the public on a continuing basis and be financed primarily through user fees.



Need to Know Information

A boat shelter is a structure that houses vessels.

General Rules - 05 CBJAC 40.015

- No person may bring a new boat shelter into the harbors without the approval of the Harbor Board.
- Boat shelters must be maintained in a safe condition that does not pose a risk to other boat shelters, vessels, or harbor patrons.
- Modifications to a boat shelter require approval by the Harbormaster and/or Harbor Board.
- Vessels longer than the length of the boat shelter must be approved by the Harbormaster.
- Flammable liquids are limited to no more than two six-gallon containers per vessel and must be stored in approved containers.
- In the event of emergency, the Harbormaster and Fire Department must have access to boat shelters.

Exemptions - 05 CBJAC 40.015(g)

Boat shelter owners with vessels are exempt from the stall holder rule to notify the harbor office of vessel departures and return times. In addition, boat shelters may be sublet, and owners can retain a boat shelter even if the boat it houses is sold. 05 CBJAC 40.035(d-f).

Reserved Moorage Annual Renewal

Reserved moorage annual renewal applications must be received by the Harbormaster no later than the first day of each moorage year, along with the applicable moorage fee and any required documents. If the Harbormaster deems the application incomplete, it will be returned to the assignee or owner who will have 14 calendar days to provide the missing information, or risk forfeiture of their assigned moorage. In that event, moorage fees paid will be returned on a pro-rated basis. 05 CBJAC 40.030. Complete applications and payments will be processed under 05 CBJAC 40.035.



Port of Juneau

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

From: Port Director
To: Timothy Stifter
Date: April 25th, 2024
Re: BOAT SHELTER (AF-019) – FOR SALE

1. In accordance with 05 CBJAC 40.020, Mr. Timothy Stifter provided notice of sale of Boat Shelter (A-019) in Aurora Harbor on April 3rd. Docks & Harbors has the first right of refusal to purchase this structure at fair market value.

2. The applicable “Boat shelter sales” regulation states:

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

3. The Docks & Harbors Board is waiving its right of first refusal to purchase Boat Shelter AF-019.

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**MODEL AGREEMENT
FOR
COST SHARED FEASIBILITY STUDIES
APRIL 2, 2015
(with updates as of AUGUST 9, 2023)**

APPLICABILITY AND INSTRUCTIONS:

1. The attached model feasibility cost sharing agreement (FCSA) must be used for all cost shared feasibility studies of proposed projects that will require specific authorization from Congress; for cost shared general reevaluation studies; and for cost shared feasibility studies of projects authorized without a completed Corps feasibility study. In addition, it will be used, with Option 4 or Option 5, as applicable, for cost shared feasibility studies under the Tribal Partnership Program for water resources development projects or projects for the preservation of cultural and natural resources related to water resources development.
2. The MSC Commander has delegated authority to approve a FCSA, including an amendment incorporating an approved option to the model, only if there are no substantive deviations from the approved model, and such authority may be further delegated to the District Commander. Before approval of the FCSA, concurrence by the Division Counsel, or the District Counsel if approval authority is delegated to the District Commander, that the FCSA includes no substantive deviations from the model and is appropriate to use for the particular study is required. If there are substantive deviations, the agreement package, along with the MSC Commander’s recommendations, must be transmitted to the appropriate HQUSACE RIT and the HQ Agreements Team (DLL-HQ-Agreements-Team@usace.army.mil) for review and requires the Director of Civil Works’ approval. The District Commander is authorized to execute the FCSA after its approval.
3. The following options, including language for the FCSA, are addressed in the Attachment:
 - a. Option 1: Not An Obligation of Future Appropriations (page A-1).
 - b. Option 2: Multiple Sponsors (page A-2).
 - c. Option 3: Study in American Samoa, Guam, the Northern Mariana Islands, the Virgin Islands, or Puerto Rico, or involving an Indian Tribe or tribal organization (except a study under the Tribal Partnership Program, in which case Option 4 or Option 5 will be used) (page A-3).
 - d. Option 4: Tribal Partnership Program without ability to pay adjustment (page A-5).
 - e. Option 5: Tribal Partnership Program with ability to pay adjustment (page A-7).
 - f. Option 6: Accelerated Funds (page A-10).
 - g. Option 7: Contributed Funds, following Committee notification (page A-11).
4. Reminder: Make all required insertions, including language associated with an option; remove this cover page; remove the open and closed brackets and any instructional text; ensure the page numbering, spacing, and page breaks throughout the FCSA are appropriate; if more than one option is used, ensure the Article and paragraph numbering and references therein are correct; and delete the Attachment.
5. The Certificate of Authority, Certification Regarding Lobbying, and the Non-Federal Sponsor’s Self-Certification of Financial Capability should be included as a part of the FCSA package. These certificates can be found on the Corps’ “Project Partnership Agreements” website under the “Forms” tab.

Attachment
AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
CITY & BOROUGH OF JUNEAU
FOR THE
AUKE BAY NAVIGATION IMPROVMENTS, AK FEASIBILITY STUDY

THIS AGREEMENT is entered into this ___ day of _____, ____, by and between the Department of the Army (hereinafter the “Government”), represented by the District Commander for Alaska District (hereinafter the “District Commander”) and the City & Borough of Juneau (hereinafter the “Non-Federal Sponsors”), represented by the Port Director

WITNESSETH, THAT:

WHEREAS, Section 204 of the Flood Control Act of 1948, Public Law 80-858, as amended, authorizes investigations of harbors and rivers in Alaska. This authorization will be used to investigate navigation improvements at Auke Bay Harbor in Juneau, AK;

WHEREAS, Section 105(a) of the Water Resources Development Act (WRDA) of 1986, as amended (33 U.S.C. 2215(a)), specifies the cost-sharing requirements; and

WHEREAS, the Government and the Non-Federal Sponsors have the full authority and capability to perform in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term “Study” means the activities and tasks required to identify and evaluate alternatives and the preparation of a decision document that, as appropriate, recommends a coordinated and implementable solution for navigation at Auke Bay in Juneau, AK.

B. The term “study costs” means all costs incurred by the Government and Non-Federal Sponsors after the effective date of this Agreement that are directly related to performance of the Study and cost shared in accordance with the terms of this Agreement. The term includes the Government’s costs for preparing the PMP; for plan formulation and evaluation, including costs for economic, engineering, real estate, and environmental analyses; for preparation of a floodplain management plan if undertaken as part of the Study; for preparing and processing the decision document; for supervision and administration; for Agency Technical Review and other review processes required by the Government; and for response to any required Independent External Peer Review; and each Non-Federal Sponsor’s creditable costs for in-kind contributions, if any. The term does not include any costs for dispute resolution; participation by the Government and Non-

Federal Sponsors in the Study Coordination Team to discuss significant issues and actions; audits; an Independent External Peer Review panel, if required; or negotiating this Agreement.

C. The term “PMP” means the project management plan, and any modifications thereto, developed in consultation with the Non-Federal Sponsors, that specifies the scope, cost, and schedule for Study activities and tasks, including each Non-Federal Sponsor’s in-kind contributions, and that guides the performance of the Study.

D. The term “in-kind contributions” means those planning activities (including data collection and other services) that are integral to the Study and would otherwise have been undertaken by the Government for the Study and that are identified in the PMP and performed or provided by the Non-Federal Sponsors after the effective date of this Agreement and in accordance with the PMP.

E. The term “maximum Federal study cost” means the \$3,000,000 Federal cost limit for the Study, unless the Government has approved a higher amount, and includes the amount waived pursuant to Section 1156 of WRDA 1986, as amended (33 U.S.C. 2310). The term “maximum Federal study cost” means the \$2,165,000 Federal cost limit for the Study, unless the Government has approved a higher amount.

F. The term “fiscal year” means one year beginning on October 1st and ending on September 30th of the following year.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall conduct the Study using funds appropriated by the Congress and funds provided by the Non-Federal Sponsors. In carrying out its obligations under this Agreement, the Non-Federal Sponsors shall comply with all the requirements of applicable Federal laws and implementing regulations, including but not limited to, if applicable, Section 601 of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

B. The Non-Federal Sponsors shall contribute 50 percent of study costs, subject to a reduction of up to \$665,000 in accordance with Section 1156 of WRDA 1986, as amended (33 U.S.C. 2310) and provide required funds in accordance with Article III. Depending on the funds required from the Non-Federal Sponsors to meet their required cost share, the actual amount waived could be less than the maximum waiver amount (hereinafter the “amount waived”).

1. No later than 15 calendar days after the effective date of this Agreement, the Non-Federal Sponsors shall provide funds in the amount of \$25,000, for the Government to initiate the Study, including preparation of the PMP. In the event more funds are needed to develop the PMP, the Government shall provide the Non-Federal Sponsors with a written estimate of the amount of funds required from the Non-Federal Sponsors, and no later than 15

calendar days after such notification, the Non-Federal Sponsors shall provide the full amount of such funds to the Government.

2. As soon as practicable after completion of the PMP, and after considering the estimated amount of credit for in-kind contributions, if any, that will be afforded in accordance with paragraph C. of this Article, the Government shall provide the Non-Federal Sponsors with a written estimate of the amount of funds required from the Non-Federal Sponsors to meet its share of study costs for the remainder of the initial fiscal year of the Study. No later than 15 calendar days after such notification, the Non-Federal Sponsors shall provide the full amount of such funds to the Government in accordance with Article III.C.

3. No later than August 1st prior to each subsequent fiscal year of the Study, the Government shall provide the Non-Federal Sponsors with a written estimate of the amount of funds required from the Non-Federal Sponsors during that fiscal year to meet their cost share. No later than September 1st prior to that fiscal year, the Non-Federal Sponsors shall provide the full amount of such required funds to the Government in accordance with Article III.C.

C. The Government shall include in study costs and credit towards each Non-Federal Sponsor's share of such costs, the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsors incurs in providing or performing in-kind contributions, including associated supervision and administration. Such costs shall be subject to audit in accordance with Article VI to determine reasonableness, allocability, and allowability, and crediting shall be in accordance with the following procedures, requirements, and limitations:

1. As in-kind contributions are completed and no later than 60 calendar day after such completion, the Non-Federal Sponsors shall provide the Government appropriate documentation, including invoices and certification of specific payments to contractors, suppliers, and each Non-Federal Sponsor's employees. Failure to provide such documentation in a timely manner may result in denial of credit. The amount of credit afforded for in-kind contributions shall not exceed each Non-Federal Sponsor's share of study.

2. No credit shall be afforded for interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; for the value of in-kind contributions obtained at no cost to the Non-Federal Sponsors; for any items provided or performed prior to completion of the PMP; or for costs that exceed the Government's estimate of the cost for such item if it had been performed by the Government.

D. To the extent practicable and in accordance with Federal laws, regulations, and policies, the Government shall afford the Non-Federal Sponsors the opportunity to review and comment on contract solicitations prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

E. The Non-Federal Sponsors shall not use Federal program funds to meet any of their obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Study. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

F. Except as provided in paragraph C. of this Article, the Non-Federal Sponsors shall not be entitled to any credit or reimbursement for costs it incurs in performing its responsibilities under this Agreement.

G. If Independent External Peer Review (IEPR) is required for the Study, the Government shall conduct such review in accordance with Federal laws, regulations, and policies. The Government's costs for an IEPR panel shall not be included in study costs or the maximum Federal study cost.

H. In addition to the ongoing, regular discussions between the parties regarding Study delivery, the Government and the Non-Federal Sponsors may establish a Study Coordination Team to discuss significant issues or actions. The Government's costs for participation on the Study Coordination Team shall not be included in study costs, but shall be included in calculating the maximum Federal study cost. Each Non-Federal Sponsor's costs for participation on the Study Coordination Team shall not be included in study costs and shall be paid solely by the Non-Federal Sponsors without reimbursement or credit by the Government.

ARTICLE III - PROVISION OF NON-FEDERAL COST SHARE

A. As of the effective date of this Agreement, study costs are projected to be \$3,000,000, with the Government's share of such costs, as increased by the amount waived, projected to be \$2,165,000 and the Non-Federal Sponsor's share of such costs, as reduced by the amount waived, projected to be \$835,000, which includes creditable in-kind contributions projected to be \$0, and the amount of funds required to meet its cost share projected to be \$835,000. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsors

B. The Government shall provide the Non-Federal Sponsors with quarterly reports setting forth the estimated study costs and the Government's and each Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsors funds, to date; the amount of funds provided by the Non-Federal Sponsors to date; the estimated amount of any creditable in-kind contributions; and the estimated remaining cost of the Study.

C. The Non-Federal Sponsors shall provide to the Government required funds by delivering a check payable to "FAO, USAED, Alaska District (J4)" to the District Commander, or verifying to the satisfaction of the Government that the Non-Federal Sponsors have deposited such required funds in an escrow or other account acceptable to the Government, with interest

accruing to the Non-Federal Sponsors, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsors to cover the non-Federal share of study costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsors to cover each Non-Federal Sponsor's required share of study costs, the Government shall provide the Non-Federal Sponsors with written notice of the amount of additional funds required. Within 60 calendar days of such notice, the Non-Federal Sponsors shall provide the Government with the full amount of such additional funds.

E. Upon completion of the Study and resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsors with the written results of such final accounting. Should the final accounting determine that additional funds are required from the Non-Federal Sponsors, the Non-Federal Sponsors, within 60 calendar days of written notice from the Government, shall provide the Government with the full amount of such additional funds by delivering a check payable to "FAO, USAED, Alaska District (J4)" to the District Commander, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government. Should the final accounting determine that the Non-Federal Sponsors have provided funds in excess of their required amount, the Government shall refund the excess amount, subject to the availability of funds. Such final accounting does not limit each Non-Federal Sponsor's responsibility to pay its share of study costs, including contract claims or any other liability that may become known after the final accounting.

ARTICLE IV - TERMINATION OR SUSPENSION

A. Upon 30 calendar days written notice to the other party, either party may elect at any time, without penalty, to suspend or terminate future performance of the Study. Furthermore, unless an extension is approved by the Assistant Secretary of the Army (Civil Works), the Study may be terminated if a Report of the Chief of Engineers, or, if applicable, a Report of the Director of Civil Works, is not signed for the Study within 3 years after the effective date of this Agreement.

B. In the event of termination, the parties shall conclude their activities relating to the Study. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of contract claims, and resolution of contract modifications.

C. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsors pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or

auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE V - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VI - MAINTENANCE OF RECORDS AND AUDIT

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsors of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsors shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the Study. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government’s costs of audits for the Study shall not be included in study costs, but shall be included in calculating the maximum Federal study cost.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsors to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at either Non-Federal Sponsor’s request, provide to the Non-Federal Sponsors or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor’s activities under this Agreement. The Non-Federal Sponsors shall pay the costs of non-Federal audits without reimbursement or credit by the Government.

ARTICLE VII - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsors each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE VIII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsors:
City and Borough of Juneau
Carl Uchytíl
155 S. Seward Street
Juneau, AK 99801

If to the Government:
District Commander
U.S. Army Corps of Engineers, Alaska District
P.O. Box 6898
JBER, AK 99506-0898

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE IX - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE X - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

ARTICLE XI – JOINT AND SEVERAL RESPONSIBILITY OF THE
NON-FEDERAL SPONSORS

The obligations and responsibilities of the Non-Federal Sponsors shall be joint and several, such that each Non-Federal Sponsor shall be liable for the whole performance of the obligations and responsibilities of the Non-Federal Sponsors under the terms and provisions of this Agreement. The

Government may demand the whole performance of said obligations and responsibilities from any of the entities designated herein as one of the Non-Federal Sponsors.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

THE CITY & BOROUGH OF JUNEAU

BY: _____
JEFFREY PALAZZINI
Colonel, U.S. Army
District Commander

BY: _____
CARL UCHYTIL
Port Director

DATE: _____

DATE: _____

Option 1: Not An Obligation of Future Appropriations. Section 221(a) of the Flood Control Act of 1970, as amended (42 U.S.C. 1962d-5b), provides that an agreement may reflect that it does not obligate future appropriations when doing so is inconsistent with constitutional or statutory limitations of a State or political subdivision thereof. However, section 221(a) does NOT provide that the Non-Federal Sponsor’s performance and payments are subject to appropriations of funds. The Government retains the right to exercise any legal rights it has to protect the Government’s interests. If applicable and requested by the Non-Federal Sponsor, insert into the FCSA as the last Article the following:

“ARTICLE XI - OBLIGATIONS OF FUTURE APPROPRIATIONS

The Non-Federal Sponsor intends to fulfill fully its obligations under this Agreement. Nothing herein shall constitute, nor be deemed to constitute, an obligation of future appropriations by the **[Insert name of the legislative body that makes the appropriations, e.g., legislature of the State of New York or the New York City Council]**, where creating such an obligation would be inconsistent with **[Insert the specific citation to the constitutional or statutory limitation on committing future appropriations]**. If the Non-Federal Sponsor is unable to, or does not, fulfill its obligations under this Agreement, the Government may exercise any legal rights it has to protect the Government’s interests.”

Option 2: Multiple Non-Federal Sponsors.

1. It is strongly preferred that there is one party only as the Non-Federal Sponsor for the FCSA. Nonetheless, it is permissible to have more than one Non-Federal Sponsor if the Non-Federal Sponsors are jointly and severally responsible for all non-Federal obligations and responsibilities under the FCSA. **The FCSA should be modified to use the term “Non-Federal Sponsors” throughout along with the necessary modifications to change, as appropriate, verbs and pronouns from singular to plural.** In addition, insert into the FCSA as the last Article the following:

**“ARTICLE XI – JOINT AND SEVERAL RESPONSIBILITY OF THE
NON-FEDERAL SPONSORS**

The obligations and responsibilities of the Non-Federal Sponsors shall be joint and several, such that each Non-Federal Sponsor shall be liable for the whole performance of the obligations and responsibilities of the Non-Federal Sponsors under the terms and provisions of this Agreement. The Government may demand the whole performance of said obligations and responsibilities from any of the entities designated herein as one of the Non-Federal Sponsors.”

2. If one of the Non-Federal Sponsors is a non-profit entity, in accordance with ASA(CW) Memorandum, dated April 5, 2012, Subject: Implementation Guidance for Section 2003(b) of the Water Resources Development Act of 2007 - Definition of Non-Federal Interest, confirm eligibility of the non-profit entity to serve as one of the Non-Federal Sponsors and ensure that a legally constituted public body is also serving as one of the Non-Federal Sponsors on the agreement. This memorandum can be found on the Corps’ “Project Partnership Agreements” website under the “Guidance” tab. Also, for the non-profit entity that is serving as one of the Non-Federal Sponsors, use the Certificate of Authority for a Non-Profit Entity as provided on the Corps’ PPA website under the “Forms” tab.

In addition to the FCSA changes in paragraph 1. above, when one of the Non-Federal Sponsors is a non-profit entity also make the following changes to the FCSA:

Delete the “and” at the end of the second WHEREAS clause and insert the following WHEREAS clauses after the second WHEREAS clause in the agreement:

“WHEREAS, the **[FULL NAME OF NONPROFIT ENTITY]** is an organization that is incorporated under the applicable laws of the **[State of _____ or Commonwealth of _____]** as a non-profit organization, exempt from paying Federal income taxes under Section 501 of the Internal Revenue Code (26 U.S.C. 501);

WHEREAS, by letter dated **[MONTH DAY, YEAR]**, the **[FULL NAME OF AFFECTED LOCAL GOVERNMENT]**, the affected local government has consented to the **[FULL NAME OF NON-PROFIT ENTITY]**, serving as a Non-Federal Sponsor for the Study; and”

Option 3: Study in American Samoa, Guam, the Northern Mariana Islands, the Virgin Islands, or Puerto Rico, or involving an Indian Tribe or tribal organization (as defined in Section 4 of the Indian Self-Determination and Education Assistance Act, 25 U.S.C. 5304). If the study will be under the Tribal Partnership Program, Section 203 of WRDA 2000, as amended (33 U.S.C. 2269), use Option 4 or Option 5. In accordance with Section 1156 of WRDA 1986, as amended (33 U.S.C. 2310), up to \$200,000 at FY 1987 price levels (with such amount adjusted annually for inflation) in non-Federal cost-sharing is waived. For FY 2023, the maximum waiver amount adjusted for inflation is \$665,000; however, depending on the funds required from the non-Federal sponsor to meet its required cost share, the amount waived could be less than the maximum waiver amount. The updated maximum waiver amount for future FYs will be provided in an Economic Guidance Memorandum that will be released each fiscal year (typically in mid to late October). The maximum waiver amount is fixed based upon the FY in which the FCSA was executed and does not change thereafter.

The following changes to the FCSA should be made:

1. Replace Article I.E. in its entirety with the following:

“E. The term “maximum Federal study cost” means the \$3,000,000 Federal cost limit for the Study, unless the Government has approved a higher amount, and includes the amount waived pursuant to Section 1156 of WRDA 1986, as amended (33 U.S.C. 2310).”

2. Replace Article II.B. in its entirety with the following:

“B. The Non-Federal Sponsor shall contribute 50 percent of study costs, subject to a reduction of up to \$**[Insert Section 1156 maximum waiver amount that is in effect at the time of FCSA execution]** in accordance with Section 1156 of WRDA 1986, as amended (33 U.S.C. 2310) and provide required funds in accordance with Article III. Depending on the funds required from the Non-Federal Sponsor to meet its required cost share, the actual amount waived could be less than the maximum waiver amount (hereinafter the “amount waived”).

1. As soon as practicable after completion of the PMP, and after considering the amount waived, and the estimated amount of credit for in-kind contributions, if any, the Government shall determine the estimated amount of funds required from the Non-Federal Sponsor to meet its cost share for the then-current fiscal year. The Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor for the remainder of the initial fiscal year of the Study. No later than 15 calendar days after such notification, the Non-Federal Sponsor shall provide the full amount of such funds to the Government in accordance with Article III.C.

2. No later than August 1st prior to each subsequent fiscal year of the Study, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. No later than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article III.C.”

3. Replace the last sentence in Article II.C.1. with the following:

“The amount of credit afforded for in-kind contributions shall not exceed the Non-Federal Sponsor’s share of study costs.”

4. Replace Article III.A. in its entirety with the following:

“A. As of the effective date of this Agreement, study costs are projected to be \$_____, with the Government’s share of such costs, as increased by the amount waived, projected to be \$_____ and the Non-Federal Sponsor’s share of such costs, as reduced by the amount waived, projected to be \$_____, which includes creditable in-kind contributions projected to be \$_____, and the amount of funds required to meet its cost share projected to be \$_____. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.”

Option 4: Study involving an Indian Tribe under the Tribal Partnership Program, Section 203 of WRDA 2000, as amended (33 U.S.C. 2269), unless the Tribe qualifies for the ability to pay adjustment provided by 33 U.S.C. 2269(d)(1), in which case Option 5 will be used.

In accordance with Section 203(b)(3)(C), as amended (33 U.S.C. 2269(b)(3)(C)), the first \$200,000 of study costs is a 100 percent Federal expense. In accordance with Section 1156 of WRDA 1986, as amended (33 U.S.C. 2310), up to \$200,000 at FY 1987 price levels (with such amount adjusted annually for inflation) in non-Federal cost-sharing is waived. For FY 2023, the maximum waiver amount adjusted for inflation is \$665,000; however, depending on the funds required from the non-Federal sponsor to meet its required cost share, the amount waived could be less than the maximum waiver amount. The updated maximum waiver amount for future FYs will be provided in an Economic Guidance Memorandum that will be released each fiscal year (typically in mid to late October). The maximum waiver amount is fixed based upon the FY in which the FCSA was executed and does not change thereafter.

The following changes to the FCSA should be made:

1. Substitute the following three WHEREAS clauses for the first two WHEREAS clauses in the FCSA:

“WHEREAS, Section 203 of the Water Resources Development Act (WRDA) of 2000, as amended (33 U.S.C. 2269), establishes the Tribal Partnership Program and authorizes the Secretary to carry out studies for construction of water resources development projects and projects for the preservation of cultural and natural resources related to water resources development;

WHEREAS, Section 203(d)(4)(A) of WRDA 2000, as amended, specifies the cost sharing requirements;

WHEREAS, Section 203(b)(3)(C) of WRDA 2000, as amended, specifies that the first \$200,000 of the study costs is at full Federal expense; and”

2. Replace the last sentence in Article I.B. with the following:

“The term does not include any costs for dispute resolution; participation by the Government and Non-Federal Sponsor in the Study Coordination Team to discuss significant issues and actions; audits; an Independent External Peer Review panel, if required; or for negotiating this Agreement. The term also does not include the first \$200,000 of costs for the Study incurred by the Government, whether before or after execution of this Agreement.”

3. Replace Article I.E. in its entirety with the following:

“E. The term “maximum Federal study cost” means the \$3,000,000 Federal cost limit for the Study, unless the Government has approved a higher amount, which includes the first \$200,000 of costs for the Study incurred by the Government and the amount waived pursuant to Section 1156 of WRDA 1986, as amended (33 U.S.C. 2310).”

4. Replace Article II.B. in its entirety with the following:

“B. The Non-Federal Sponsor shall contribute 50 percent of study costs, subject to a reduction of up to \$[**Insert Section 1156 maximum waiver amount that is in effect at the time of FCSA execution**] in accordance with Section 1156 of WRDA 1986, as amended (33 U.S.C. 2310) and provide required funds in accordance with Article III. Depending on the funds required from the Non-Federal Sponsor to meet its required cost share, the actual amount waived could be less than the maximum waiver amount (hereinafter the “amount waived”).

1. As soon as practicable after completion of the PMP, and after considering the first \$200,000 of the costs incurred by the Government that are excluded from study costs, the amount waived, and the estimated amount of credit for in-kind contributions, if any, the Government shall determine the estimated amount of funds required from the Non-Federal Sponsor to meet its cost share for the then-current fiscal year. The Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor for the remainder of the initial fiscal year of the Study. No later than 15 calendar days after such notification, the Non-Federal Sponsor shall provide the full amount of such funds to the Government in accordance with Article III.C.

2. No later than August 1st prior to each subsequent fiscal year of the Study, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. No later than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article III.C.”

5. Replace the last sentence in Article II.C.1. with the following:

“The amount of credit afforded for in-kind contributions shall not exceed the Non-Federal Sponsor’s share of study costs.”

6. Replace Article III.A. in its entirety with the following:

“A. As of the effective date of this Agreement, study costs are projected to be \$_____, with the Government’s share of such costs, as increased by the amount waived, projected to be \$_____ and the Non-Federal Sponsor’s share of such costs, as reduced by the amount waived, projected to be \$_____, which includes creditable in-kind contributions projected to be \$_____, and the amount of funds required to meet its cost share projected to be \$_____. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.”

7. Replace Article III.B. its entirety with the following:

“B. The Government shall provide the Non-Federal Sponsor with monthly reports setting forth the estimated study costs and the Government’s and Non-Federal Sponsor’s estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to

date; the estimated amount of any creditable in-kind contributions; costs funded at full Federal expense; and the estimated remaining cost of the Study.”

Option 5: Study involving an Indian Tribe under the Tribal Partnership Program, Section 203 of WRDA 2000, as amended (33 U.S.C. 2269), if the Tribe qualifies for the ability to pay adjustment provided by 33 U.S.C. 2269(d)(1). In accordance with Section 203(b)(3)(C), as amended (33 U.S.C. 2269(b)(3)(C)), the first \$200,000 of study costs is a 100 percent Federal expense. In accordance with Section 1156 of WRDA 1986, as amended (33 U.S.C. 2310), up to \$200,000 at FY 1987 price levels (with such amount adjusted annually for inflation) in non-Federal cost-sharing is waived. For FY 2023, the maximum waiver amount adjusted for inflation is \$665,000; however, depending on the funds required from the non-Federal sponsor to meet its required cost share, the amount waived could be less than the maximum waiver amount. The updated maximum waiver amount for future FYs will be provided in an Economic Guidance Memorandum that will be released each fiscal year (typically in mid to late October). The maximum waiver amount is fixed based upon the FY in which the FCSA was executed and does not change thereafter. If a Tribe qualifies for the ability to pay adjustment, and after application of the above waiver, the following changes to the FCSA should be made.

Note: To determine the Non-Federal Sponsor’s cash contribution for Option 5, first subtract \$200,000 of total study costs that is 100% Federal, then calculate 50 percent of remaining study costs. Second, reduce this amount by waiving up to **[\$[Insert Section 1156 maximum waiver amount that is in effect at the time of FCSA execution]** (example calculation below using the FY 2023 waiver amount). Third, apply a 25 percent factor to the resulting amount. Last, subtract the creditable in-kind contributions from that resulting amount to determine the amount of funds required from the Non-Federal Sponsor to meet its cost share. The in-kind contributions cannot exceed the adjusted non-Federal share.

Total study costs:	\$2,000,000
\$200,000 Federal Share	(\$200,000)
Subtotal:	\$1,800,000
50 percent share:	\$900,000
Section 1156 amount waived:	(\$665,000)
Subtotal:	\$235,000
Ability to pay adjustment:	x 0.25
Adjusted Non-Federal Share:	\$58,750
Creditable in-kind contributions:	(\$50,000)
Required cash contributions:	\$8,750

1. Substitute the following four WHEREAS clauses for the first two WHEREAS clauses in the FCSA:

“WHEREAS, Section 203 of the Water Resources Development Act (WRDA) of 2000, as amended (33 U.S.C. 2269), establishes the Tribal Partnership Program and authorizes the Secretary to carry out studies for construction of water resources development projects and projects for the preservation of cultural and natural resources related to water resources development;

WHEREAS, Section 203(d)(4)(A) of WRDA 2000, as amended, specifies the cost sharing requirements;

WHEREAS, Section 203(b)(3)(C) of WRDA 2000, as amended, specifies that the first \$200,000 of the study costs is at full Federal expense;

WHEREAS, Section 203(d)(1) of WRDA 2000, as amended, requires that cost share agreements under the Tribal Partnership Program shall be subject to the ability of the non-Federal interest to pay in accordance with procedures established by the Secretary, and the Non-Federal Sponsor has met the applicable criteria for the ability to pay adjustment consisting of the application of a 25 percent factor to the otherwise applicable non-Federal share of study costs; and”

2. Replace the last sentence in Article I.B. with the following:

“The term does not include any costs for dispute resolution; participation by the Government and Non-Federal Sponsor in the Study Coordination Team to discuss significant issues and actions; audits; an Independent External Peer Review panel, if required; or for negotiating this Agreement. The term also does not include the first \$200,000 of costs for the Study incurred by the Government, whether before or after execution of this Agreement.

3. Replace Article I.E. in its entirety with the following:

“E. The term “maximum Federal study cost” means the \$3,000,000 Federal cost limit for the Study, unless the Government has approved a higher amount, which includes the first \$200,000 of costs for the Study incurred by the Government, the amount waived pursuant to Section 1156 of WRDA 1986, as amended (33 U.S.C. 2310) , and the non-Federal cost share reduction after application of the ability to pay adjustment.”

4. Replace Article II.B. in its entirety with the following:

“B. The Non-Federal Sponsor shall contribute 50 percent of study costs, subject to a reduction of up to \$**[Insert Section 1156 maximum waiver amount that is in effect at the time of FCSA execution]** in accordance with Section 1156 of WRDA 1986, as amended (33 U.S.C. 2310) and subject to a further reduction after application of the ability to pay adjustment, and provide required funds in accordance with Article III. Depending on the funds required from the Non-Federal Sponsor to meet its required cost share, the actual amount waived could be less than the maximum waiver amount (hereinafter the “amount waived”).

1. As soon as practicable after completion of the PMP, and after considering the first \$200,000 of the costs incurred by the Government that are excluded from study costs, the Government shall determine the estimated amount of funds required from the Non-Federal Sponsor to meet its 50 percent cost share for the then-current fiscal year. The Government shall: reduce the amount of funds required from the Non-Federal Sponsor by the amount waived and apply a 25 percent factor, consisting of the ability to pay adjustment, to the resulting amount; further reduce the resulting amount, if any, by the estimated amount of credit for in-kind contributions, if any, that will be afforded in accordance with paragraph C. of this Article; and

provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor for the remainder of the initial fiscal year of the Study. No later than 15 calendar days after such notification, the Non-Federal Sponsor shall provide the full amount of such funds to the Government in accordance with Article III.C.

2. No later than August 1st prior to each subsequent fiscal year of the Study, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. No later than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article III.C.”

5. Replace the last sentence in Article II.C.1. with the following:

“The amount of credit afforded for in-kind contributions shall not exceed the Non-Federal Sponsor’s share of study costs.”

6. Replace Article III.A. in its entirety with the following:

“A. As of the effective date of this Agreement, study costs are projected to be \$_____, with the Government’s share of such costs, as increased by the amount waived and the ability to pay adjustment, projected to be \$_____ and the Non-Federal Sponsor’s share of such costs, as reduced by the amount waived and ability to pay adjustment, projected to be \$_____, which includes creditable in-kind contributions projected to be \$_____, and the amount of funds required to meet its cost share projected to be \$_____. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.”

7. Replace Article III.B. its entirety with the following:

“B. The Government shall provide the Non-Federal Sponsor with monthly reports setting forth the estimated study costs and the Government’s and Non-Federal Sponsor’s estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable in-kind contributions; costs funded at full Federal expense; and the estimated remaining cost of the Study.”

Option 6: Accelerated Funds. To allow the acceptance of accelerated funds, the FCSA should include the following changes:

Guidance on Accelerated Funds is provided in CECW-P (2020-01) Director's Policy Memorandum FY 2020, dated December 19, 2019, Subject: Acceptance of Contributed Funds, Advanced Funds, and Accelerated Funds. This memorandum can be found on the Corps' "Project Partnership Agreements" website.

1. Insert the following WHEREAS clause before the next to last WHEREAS clause in the FCSA:

“WHEREAS, the Non-Federal Sponsor proposes to accelerate its provision of funds (hereinafter “accelerated funds”) for the immediate use by the Government for the Study;”

2. Add a new paragraph G. to Article I as follows:

“G. The term “accelerated funds” means non-Federal funds out of proportion with Federal funds but within the ultimate non-Federal cash contribution.”

3. Add new paragraph I. to Article II as follows.

“I. In addition to providing the funds required by paragraph B. of this Article, the Non-Federal Sponsor may provide accelerated funds for immediate use by the Government. The Non-Federal Sponsor understands that use of accelerated funds shall not constitute any commitment by the Government to budget, or the Congress to appropriate, funds for this Study or to match any accelerated funds provided by the Non-Federal Sponsor; that any accelerated funds will be credited toward the Non-Federal Sponsor's cost share only to the extent matching Federal funds are provided; and that the Non-Federal Sponsor is not entitled to any repayment for any accelerated funds obligated by the Government even if the Study ultimately is not completed.”

Option 7: Contributed Funds, following Committee notification. The cost of work funded with Contributed Funds is included in study costs subject to cost sharing. Contributed Funds are applied toward the Federal cost share.

Guidance on Contributed Funds is provided in CECW-P (2020-01) Director’s Policy Memorandum FY 2020, dated December 19, 2019, Subject: Acceptance of Contributed Funds, Advanced Funds, and Accelerated Funds. This memorandum can be found on the Corps’ “Project Partnership Agreements” website.

Following completion of the Committee notification process, the FCSA may include the following changes:

1. Insert the following WHEREAS clause before the next to last WHEREAS clause in the FCSA:

“WHEREAS, in addition to providing the required non-Federal cost share, the Non-Federal Sponsor considers it to be in its own interest to contribute funds voluntarily (hereinafter the “Contributed Funds”) to be used by the Government for the Study, as authorized pursuant to 33 U.S.C. 701h;”

2. Add as the third sentence in Article I.B. the following:

“The term also includes the cost of work funded with Contributed Funds.”

3. Add a new paragraph G. to Article I as follows:

“G. The term “Contributed Funds” means those funds above any statutorily required non-Federal cost share that are provided voluntarily by the Non-Federal Sponsor for funding the Study, with no credit or repayment authorized for such funds.”

4. Add a new paragraph I. to Article II as follows:

“I. In addition to providing the funds required pursuant to paragraph B. of this Article, the Non-Federal Sponsor will be providing Contributed Funds currently estimated at \$_____, for the Study. The Non-Federal Sponsor shall make the full amount of such funds available to the Government by delivering a check payable to “FAO, USAED, [**Insert District and EROC code, e.g., New Orleans (B2)**]” to the District Commander, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. No credit or repayment is authorized, nor shall be provided, for any Contributed Funds provided by the Non-Federal Sponsor that are obligated by the Government. In addition, acceptance and use of Contributed Funds shall not constitute, represent, or imply any commitment to budget or appropriate funds for the Study in the future.”



3025 Clinton Drive
Juneau, AK 99801
(907) 790-4990

April 16th, 2024

Carl Uchtyl
Port Director
155 S. Seward Street
Juneau, AK 99801

Re: Seadrome Land Swap Discussion

Dear Mr. Uchtyl,

As mentioned during our earlier discussion, this document serves as a notice of Goldbelt's interest in continuing our prior discussions surrounding a potential land swap at the Seadrome Marina property. Goldbelt Management would like to reintroduce past ideas and propose new possibilities for an equal property exchange between our two organizations. Please let us know an appropriate time to address the Docks & Harbors board members.

Respectfully,

A handwritten signature in black ink, appearing to read 'Sahlender', with a long horizontal flourish extending to the right.

Steven Sahlender
Vice President – Alaska Group



**New Seadrome Marina Building
GOLDBELT**

Introduction:

- CBJ Docks & Harbors (D&H) and Goldbelt have the opportunity to create better space for a new Seadrome facility.
- The first step is an even land exchange between Goldbelt and CBJ D&H to create more useful and unified properties for both parties.
- Improved property configurations will support small cruise ships with docking and a Seawalk that leads to the Egan Drive crosswalk.
- Goldbelt will rebuild the Seadrome building on the expanded site, establishing an iconic Alaskan Native facility on the waterfront to better support visitors.



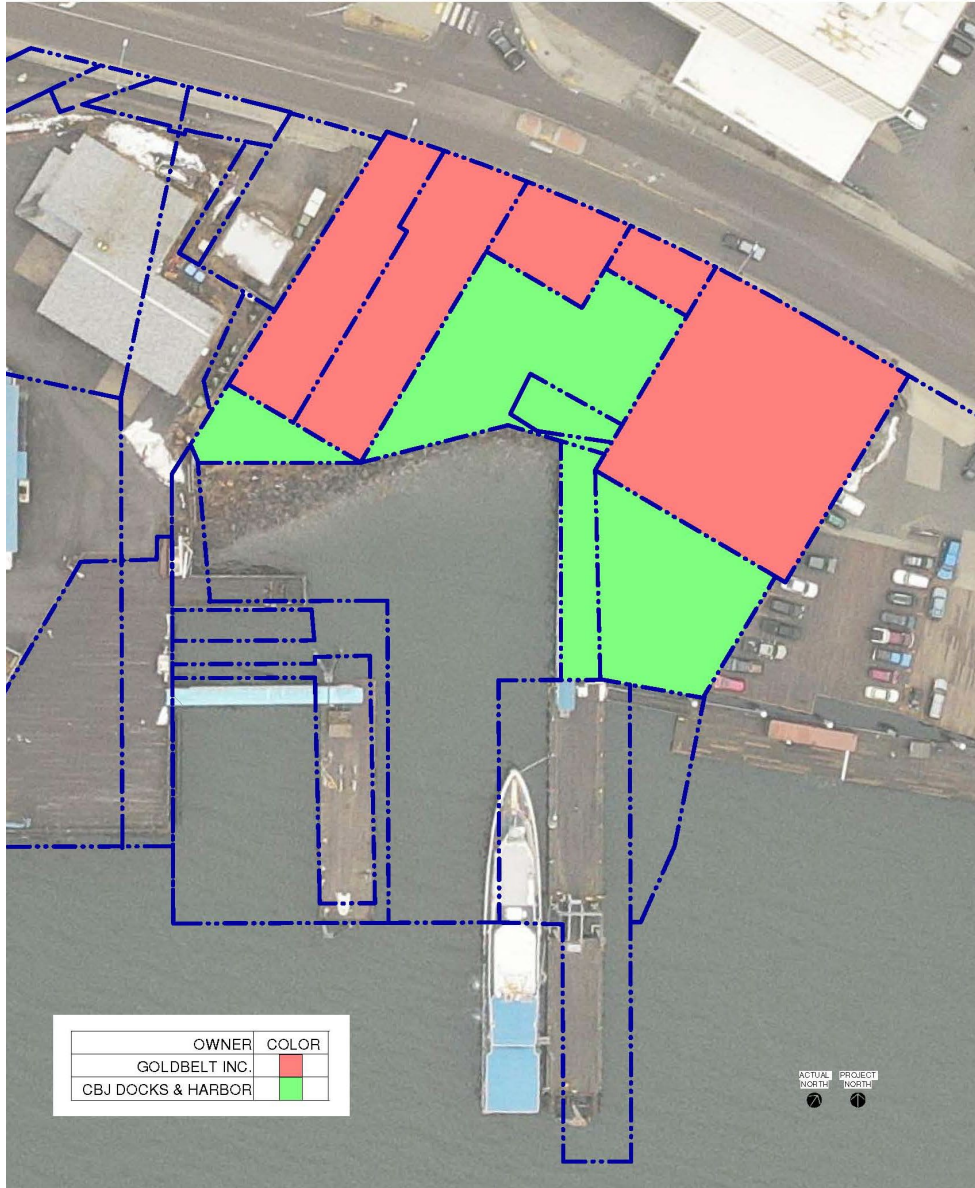
Actions:

1. An equal property exchange is made to optimize CBJ Docks & Harbors and Goldbelt lots.
2. Goldbelt demolishes the existing Seadrome and builds an improved facility on the newly consolidated property.
 - Meets Waterfront Design guidelines, Lands Management Plan, Support Revitalization Plan, and Small Cruise Ship Master Plan.
 - The facility will host mixed-use spaces that are complimentary to the waterfront.

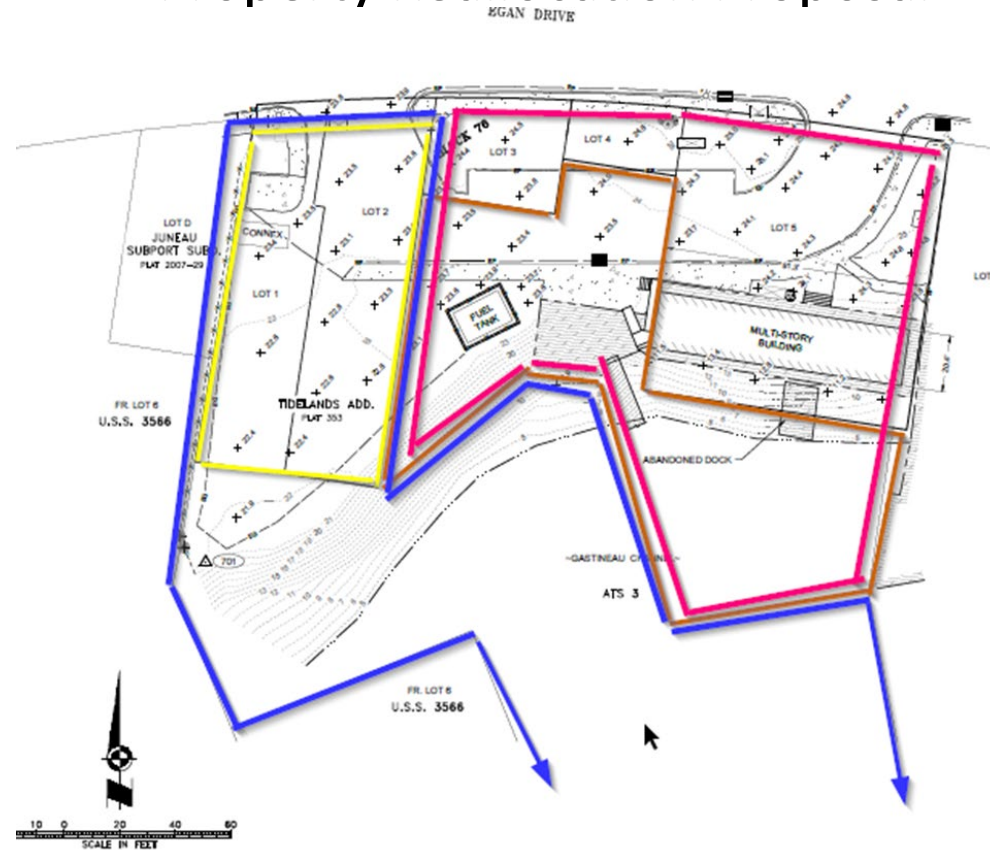


Original Property Reallocation Proposal

Section H, Item 7.



Property Reallocation Proposal



This exchange configuration shows:

- CBJ receiving Goldbelt land outlined in yellow
- Goldbelt receiving CBJ land outlined in orange.
- The final ownership configuration reflected in CBJ outline in blue which extends into the harbor and covers the existing CBJ Goldbelt lease areas.
- The final configured Goldbelt parcel is outlined in red.

Lines overlaid on excerpt of RESPEC survey site survey map dated November 4th, 2022.



1 SITE PLAN CONCEPT OVERALL
3/32" = 1'-0"

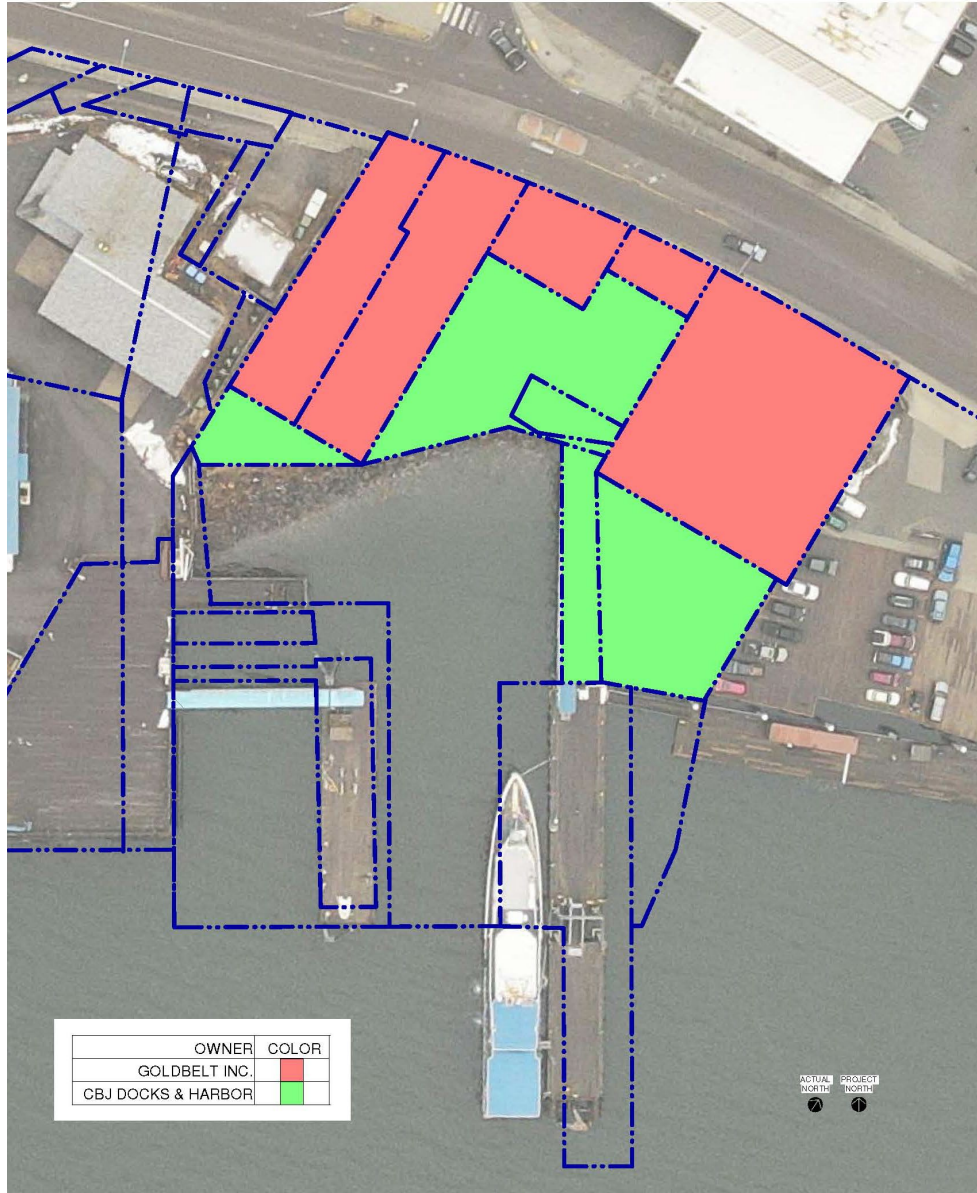
SHEET TITLE:
SITE PLAN CONCEPT
 SHEET NO.
A04
 02.26.2024

CONCEPT PHASE
New Seadrome Marina Building
 GOLDBELT



Alternative Property Reallocation Proposal

Section H, Item 7.



Alternative Property Reallocation Proposal

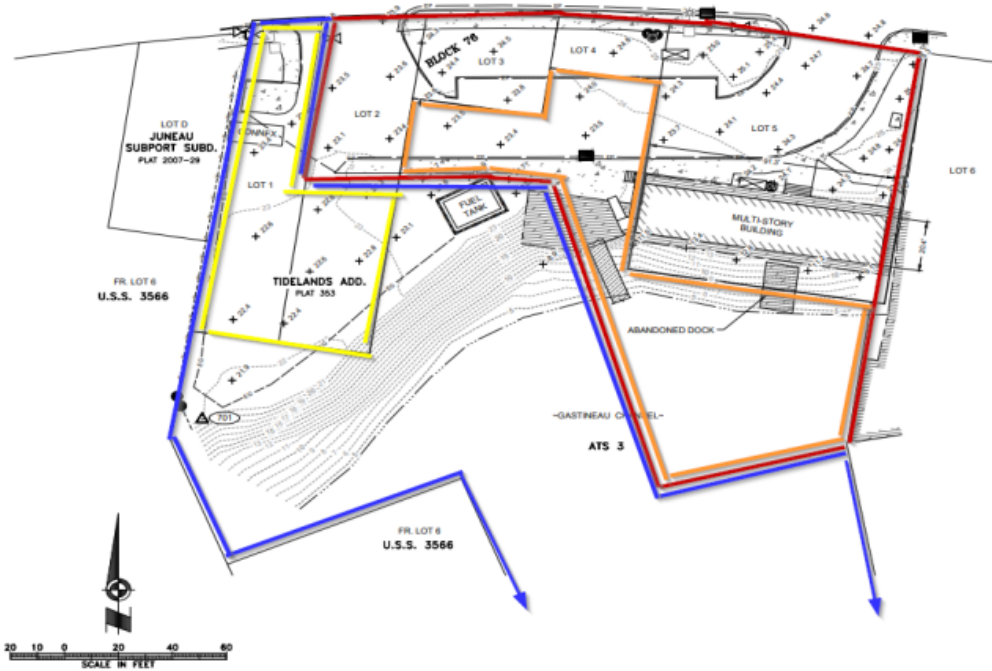


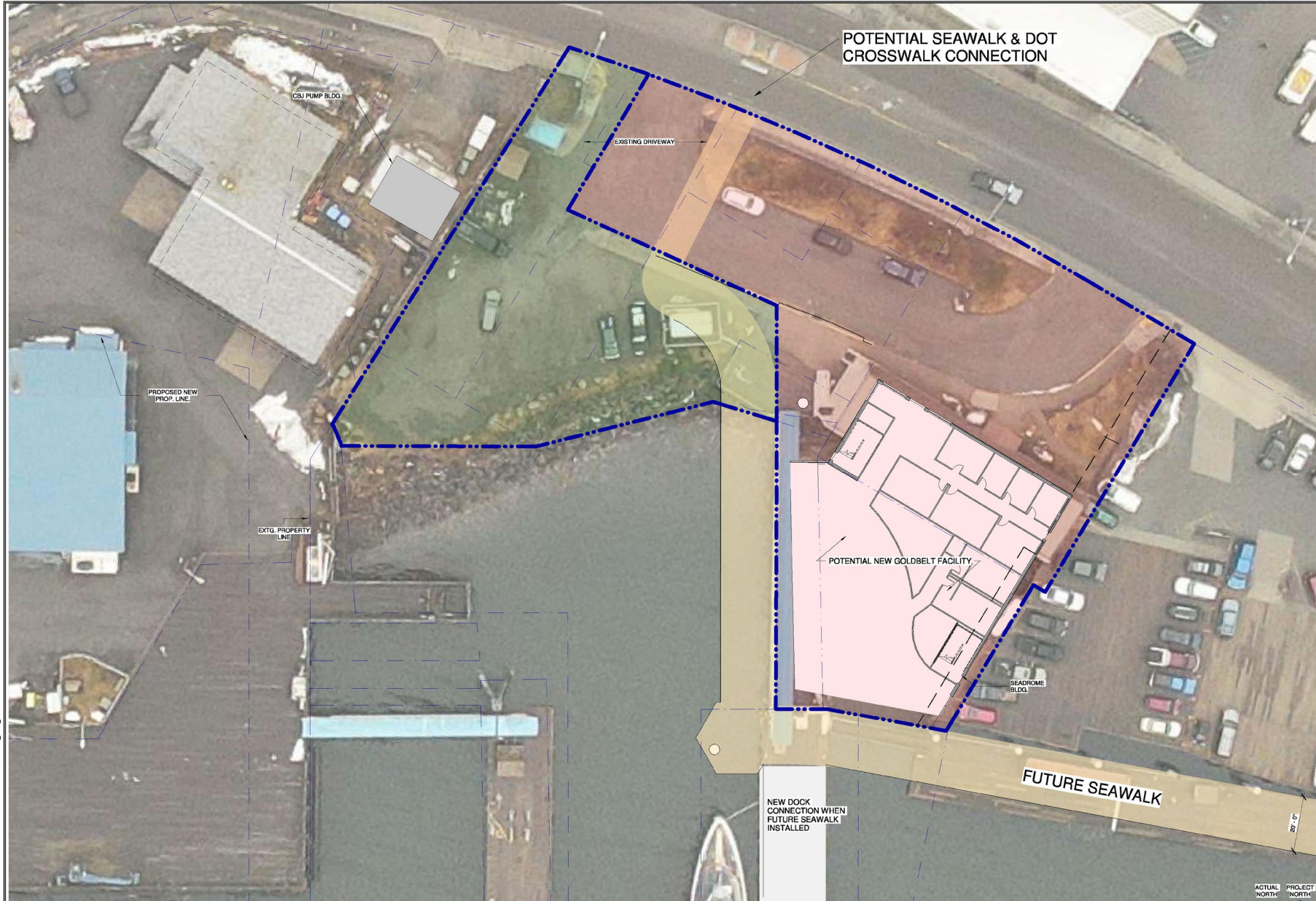
FIGURE 1.4 - Concluded exchange configuration showing CBJ receiving Goldbelt land outlined in yellow and Goldbelt receiving CBJ land outlined in orange. This makes the final ownership configuration reflected in CBJ outline in blue which extends into the harbor and covers the existing CBJ Goldbelt lease areas for which the city enjoys market rent. The final configured Goldbelt parcel is outlined in red.

Conclusion Traded Land Values

Goldbelt conveys to CBJ	SF Area	Unit Value	Land Value
Upland Parts of Lots 1 & 2	6,252	\$65	\$406,380
Tideland Part of Lot 2	70	\$26	\$1,820
Total Goldbelt Land	6,322		\$408,200
CBJ conveys to Goldbelt	SF Area	Unit Value	Land Value
Upland behind Lots 3 & 4	3,400	\$65	\$221,000
Tidelands west of Lot 5	550	\$26	\$14,300
Tidelands south of Lot 5	6,650	\$26	\$172,900
Total CBJ lands	10,600		\$408,200

Alternative Site Plan With Notched Building

Section H, Item 7.



MRV
ARCHITECTS
ARCHITECTURE • PLANNING • INTERIOR

MRV ARCHITECTS
1420 GLACIER AVE. #101
JUNEAU, AK 99801
907-586-1371
FAX 907-463-5544
mrv@mrvarchitects.com

CONCEPT PHASE
MRV # 2106

New Seadrome Marina Building
GOLDBELT

No.	Description	Date

SHEET TITLE:
SITE PLAN OVERALL, PROPOSED
DATE: 04.11.2023
DRAWN: MRV
CHECKED: PV

SHEET NO.

A03

4/11/2023 10:58:35 AM C:\Users\MRV\Header\Documents\GOLDBELT SITE_2023.dwg (PLOT7) (1)

1 SITE PLAN OVERALL, PROPOSED
1/16" = 1'-0" 0' 8' 16' 32'

ACTUAL NORTH PROJECT NORTH
NOTE: 11"x17" PRINT IS HALF SIZE

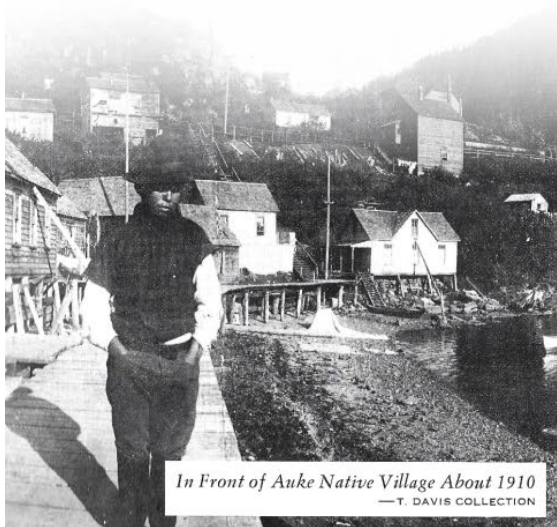
Improved Site Benefits:

- Efficiency of space for CBJ D&H and Goldbelt properties
- Meets CBJ's various Plans and Guidelines
- Future improvements can be added efficiently – Seawalk construction and upland expansion will funnel visitors to the Egan Drive crosswalk



Cultural and City Planning Benefits:

- The new Seadrome building will be a cultural centerpiece, featuring prominent Alaska Native art.
 - This space will serve to educate visitors on aspects of local native history
 - Arriving ships will be able to view the building and accompanying local art in a way that will provide pride for the native community and Juneau residents
- The improved facility will provide an ideal arrival point to Juneau, with links to the Seawalk, the Áak'w Kwáan District, the SLAM, expanded Centennial Hall, hotels, and shopping centers.
- The new building will also feature an attractive mix of offices, a restaurant, and other amenities.



In Front of Auke Native Village About 1910
— T. DAVIS COLLECTION





**New Seadrome Marina Building
GOLDBELT**

TITLE 85 WATERS AND HARBORS¹

Chapter 85.02 DOCKS AND HARBORS BOARD²

85.02.060 General powers.

- (a) Subject to state laws and City and Borough ordinances, the City and Borough Docks and Harbors Board shall generally exercise all powers necessary and incidental to operation of all port and harbor facilities in the public interest and in a sound business manner. In particular, and without limitation on the foregoing, the board shall:
- (1) Be responsible for the operation, development and marketing of municipally owned and operated ~~port and~~ harbors, including such facilities as boat harbors, ~~docks, ferry terminals,~~ boat launching ramps, and related facilities except as designated by the assembly by resolution. The Board shall additionally be responsible for the day to day operation and maintenance of the municipal cruise ship docks, but not for rate setting, scheduling or policy issues affecting the cruise ship industry or for issues related to the interface between industry and citizens of Juneau, including the impacts of tours.
 - (2) Adopt pursuant to CBJ 01.60 and enforce regulations necessary for the administration of the facilities under its management.
 - (3) Prescribe the terms under which persons and vessels may use the facilities and shall establish and enforce standards of operation.
 - (4) (A) Within the docks and harbors appropriation and in conformity with the rates of pay established for municipal positions of similar responsibility, establish, and may amend, the pay plan for harbor employees.
(B) The Docks and Harbors Department shall conform to the City and Borough Personnel Management Code, the City and Borough Personnel Rules, Personnel Classification Plan, and the manager's policies relating to personnel. The Docks and Harbors Department shall utilize the services of the Human Resources and Risk Management Department when hiring or terminating any employee, when responding to grievances, in labor agreement negotiation, and in substantial disciplinary matters. The City and Borough Human Resources and Risk Management

¹**Administrative Code of Regulations cross reference**—Docks and harbors, Part IV, Title 5.

Cross reference(s)—Boat harbor, CBJ Code § 03.30.052; building regulations, CBJ Code tit. 19; litter in lakes and fountains, CBJ Code § 36.30.060; land use, CBJ Code tit. 49; waterfront districts, CBJ Code § 49.25.250; wetlands management, CBJ Code § 49.70.1000 et seq.; recreation, parks and community centers, CBJ Code tit. 67; marine passenger fee, CBJ Code ch. 69.20.

²Charter reference(s)—Docks and harbors board, § 3.21.

State law reference(s)—Port facilities grants, § 30.15.010 et seq.; boat harbor, dike, jetty, and breakwater facilities, AS 35.10.090 et seq.

Director shall annually certify that the Harbor Department Classification Plan conforms to that utilized for employees of the manager.

- (5) Administer and dispose of City and Borough tideland, submerged land, and other land as provided by the assembly, subject to the following limitations:
- (A) No sale, purchase, or trade of land shall be made without prior review by the assembly lands, housing, and economic development committee and approval by the assembly.
 - (B) Unless otherwise designated in advance by the assembly, any lease of land shall be limited to marine-related uses, and those uses accessory to tenancy on the boat harbor or use of the port.
 - (C) All land transactions by the board in accordance with this section shall be consistent with the land management plan.
 - (i) Land shall be leased as provided in title 53, provided that the provisions of section 53.20.020 relating to a declaration of availability and identification in the land management plan shall not apply.
 - (ii) For purposes of applying title 53 pursuant to this subsection (C), any action required by title 53 of the manager may be performed by the port director.
- (6) Shall administer the design and construction of all capital improvements on lands managed by the docks and harbors board unless otherwise specified by the assembly by resolution. The board may propose capital improvement projects to and apply for funding from state and federal agencies; provided, that such requests shall be subject to prioritization by the assembly with other municipal capital improvement funding requests prior to application for funds. The board shall, no later than November 30 each year advise the assembly of its recommendations for capital improvements to be included in the six-year capital improvement plan prepared by the manager.
- (7) (A) Shall enter into memoranda of understanding and similar agreements with public agencies for port or harbor purposes. Notwithstanding chapter 53.50, the City and Borough Docks and Harbors Board may negotiate and enter into contracts for goods and services; provided, that all legal services shall be provided by, or under the supervision of, the City and Borough Attorney, and further provided that all purchases shall be consistent with the requirements set forth in CBJ 53.50. All services provided by a City and Borough agency other than the City and Borough Attorney shall be pursuant to a memorandum of understanding or other instrument providing for payment or such other settlement as the manager and the board may approve.
- (B) Contracts for public improvements and, whenever practicable, other purchase of supplies, materials, equipment, and services, except professional services and services of officers and employees of the municipality, shall be subject to the competitive bidding and property standards and procedures established in chapter 53.50, provided that the board may, for all contracts, a class of contracts, or a particular contract, specify prior to issuance of a public solicitation that for purposes of applying chapter 53.50, all actions required thereby of the manager or the purchasing officer shall be performed by the port director, and provided further that any appeal of any protest of a contract so administered shall be from the bidding review board to the docks and harbors board and thereafter to the superior court.
 - (C) All contracts and purchases exceeding \$100,000.00 shall require prior assembly approval.
- (b) *Private dock reservations.* The docks and harbors board is authorized to execute a reservation agreement for private docks with the following essential terms:
- (1) *Scope.* The docks and harbors department may manage reservations, including moorage services, for any privately owned docks within the City and Borough of Juneau.

- (2) *Priority.* Docks and harbors shall prioritize reservations at municipally owned facilities.
- (3) *Compensation.* Docks and harbors shall receive fair market value for its services, which shall be determined by the docks and harbors port director.
- (4) *Liability.* The City and Borough of Juneau is not assuming control, maintenance, or responsibility of any of private property, including, but not limited to, vessels using a private dock or private docks and associated facilities. The City and Borough of Juneau is not responsible for the inability to make a reservation, reservation disruptions, reservation changes, market fluctuations, or vessel relocations.
- (5) *Public records.* All records received by the docks and harbors department related to public-private agreements are public records and subject to the Alaska Public Records Act and CBJC 01.70.

(Serial No. 2004-03b, § 2, 3-9-2004; Serial No. 2006-06, § 4, 4-3-2006; Serial No. 2013-29, § 5, 1-6-2014, eff. 2-5-2014 ; Serial No. 2019-19, § 5, 7-22-2019, eff. 8-22-2019 ; Serial No. 2022-02, § 2, 2-7-2022, eff. 3-10-2022; Serial No. 2022-48(b) , § 3, 1-30-2023, eff. 3-2-2023)

~~85.02.065 Limitation on authority.~~

~~The Board of Directors of the City and Borough Docks and Harbors Board may commit the City and Borough to long-range port development or capital improvement plans or projects only as authorized in advance by the assembly by ordinance or resolution.~~

~~(Serial No. 2004-03b, § 2, 3-9-2004)~~

85.02.080 Port director designated; appointment.

The chief executive officer of the municipal port and harbors shall be the port director appointed by the City and Borough Docks and Harbors Board only upon the affirmative vote of a majority of the entire board. The port director serves at the pleasure of the board. For purposes of Chapter 44.05, the port director shall have the status of a department director. The board shall establish the compensation and benefits to be provided to the port director. Personnel actions regarding the port director, including hiring, evaluation, discipline, and termination, shall be after consultation with the city manager.

(Serial No. 2004-03b, § 2, 3-9-2004; Serial No. 2005-32(b), § 5, 10-10-2005)

85.02.090 Duties and responsibilities of port director.

- (a) The port director is responsible for the overall supervision and direction of the operation of the municipal port and harbors. The authority and duties of the port director shall include the following:
 - (1) To be responsible for carrying out all applicable laws, ordinances, rules and regulations.
 - (2) To be responsible for carrying out policies established by the board of directors.
 - (3) In consultation with the City and Borough Personnel Director and consistent with that utilized by other City and Borough departments, to prepare and submit a plan of organization and a job classification plan for the personnel employed in the docks and harbors department to the docks and harbors board for approval.
 - (4) To prepare an annual budget as required by City and Borough ordinance.

- (5) To select, employ, control and discharge all port and harbor employees and such other employees as the assembly by ordinance hereafter places under the supervision of the port director subject to the provisions of the City and Borough personnel ordinance.
- (6) To prepare such reports as may be required on any phase of harbor activity.
- (7) To attend all meetings of the board of directors and of standing committees except where otherwise authorized by the board.
- (8) To perform any other duty that may be necessary in the interest of the port and harbor area.
- (9) Consistent with the limitations of authority on cruise ship tourism in 85.02.060 A (1), the Port Director shall take direction from the City Manager.

(Serial No. 2004-03b, § 2, 3-9-2004)

85.02.100 Schedule of fees and charges.

- (a) The board shall, by regulations adopted pursuant to CBJ 01.60, impose a schedule of fees and charges for use of ports and harbors, and facilities designated by the assembly by resolution.

(Serial No. 2004-03b, § 2, 3-9-2004)

Chapter 85.05 DEFINITIONS

85.05.010 Definitions.

Whenever the following words and terms are used in this title they shall have the meaning ascribed to them in this chapter, unless the context clearly indicates otherwise:

Aircraft means aircraft of every kind or description which is able to alight upon or take off from water.

Assembly means the assembly of the City and Borough.

Aurora Harbor means that area of tide and submerged lands south of Norway Point which was dredged and constructed as a boat basin by the United States Corps of Engineers in 1963 and 1964 together with its breakwater, jetty, dolphins, docks, wharves, floats, ramps, gridirons, utilities, approaches, and appurtenances.

Board and board of directors mean the docks and harbors board.

Boat harbor means all facilities and appurtenances of Harris Harbor, Aurora Harbor, the Douglas Harbor, and the Don D. Statter Harbor Facilities at Auke Bay, all additions and improvements thereto, and the waters of Harris Harbor, Aurora Harbor, the Douglas Harbor, the Don D. Statter Harbor Facilities at Auke Bay float and dock, the entrances and exits of Harris Harbor, Aurora Harbor, and the Douglas Harbor and municipal wharves.

Boats means all vessels, ships, boats, skiffs and watercraft of every kind and description, and aircraft using or present in the boat harbor. The essential element of a boat is that its purpose and use is navigation as a means of transportation.

City and Borough means the City and Borough of Juneau, Alaska.

Derelict means any boat moored or otherwise located in the boundaries of the Juneau boat harbor facilities which is forsaken, abandoned, deserted or cast away, or which by appearance gives evidence of being forsaken, abandoned, deserted or cast away, or which in the opinion of any recognized marine surveyor is unsound,

unseaworthy and unfit for its trade or occupation and which by any substantial evidence of neglect may be considered abandoned.

Douglas Harbor means that area of tide and submerged lands located north of the Bureau of Mines jetty which was dredged and constructed as a boat basin by the United States Corps of Engineers in 1962 together with its breakwater, jetty, dolphins, docks, wharves, floats, ramps, gridirons, utilities, approaches, and appurtenances.

Finger floats means numbered or lettered floats attached and connected to the master floats. All floats, now or hereafter installed, whether or not so connected with master floats, shall be suitably identified.

Float means a nonfixed pier.

Harris Harbor means that area of tide and submerged lands located between the Juneau-Douglas bridge and the University of Alaska Southeast Marine Technology Center which was dredged and constructed as a boat harbor by the United States Corps of Engineers in 1940, together with its breakwaters, dolphins, docks, wharves, floats, ramps, gridirons, utilities, approaches and appurtenances.

Houseboat means a dwelling built upon a barge, log raft or similar floating structure, constructed for habitation, and for which no other reasonable use appears or can be demonstrated.

Imminent danger of sinking means any condition where the lack of, or the failure of a pump or of power to the pump would materially contribute to the sinking of the vessel within 24 hours of such failure.

Master floats means the main or master floats reached by ramps from the dock or wharf approaches. All master floats shall be suitably identified.

Municipal wharves means Douglas Wharf, Juneau Fishermen's Terminal, Ferry Dock Wharf, Juneau Cold Storage Wharf, and the Alaska Steamship Wharf.

Port means those facilities located on the downtown waterfront, including the ferry terminal and lightering docks, which are not included under the term "boat harbor" and which are used for commercial purposes related to marine shipping, transportation, and tourism.

Port director means the duly appointed port director of the City and Borough.

The Don D. Statter Harbor Facilities at Auke Bay float and dock means those certain float and all facilities and appurtenances thereto, leased from the state, which are located in Auke Bay.

Transient vessel means any boat or vessel with a home port outside the City and Borough which has not occupied rented mooring space for more than 150 days.

(CBJ Code 1970, § 85.05.010; Serial No. 71-44, § 4, 1971; Serial No. 95-05am, § 5, 1995)

Cross reference(s)—Definitions generally, CBJ Code § 01.15.010.



City and Borough of Juneau
 City & Borough Manager's Office
 155 Heritage Way
 Juneau, Alaska 99801
 Telephone: 907-586-5240 | Facsimile: 586-5385

TO: Deputy Mayor Hale and Assembly Committee of the Whole

DATE: April 15, 2024

FROM: Robert Barr, Deputy City Manager

RE: Cold Weather Emergency Shelter and Mill Campground Update

Two other recent memos on this topic provide additional context:

- March 11, Committee of the Whole¹
- April 1, Regular Assembly²

Cold Weather Emergency Shelter (CWES)

Outside businesses in the Rock Dump area, feedback from providers and emergency responders has generally been positive about this program as compared to last year. The Assembly received an update from St. Vincent de Paul (SVdP) executive director Dave Ringle recently. A key point in that update is that SVdP, with other partner providers, have been focused on finding housing for the most vulnerable CWES clients.

For next year, we currently plan to replicate the program from this year with the following changes and notes:

- We will start and complete a project this construction season to plumb and install interior restrooms – this should help significantly with staff safety and behavioral / substance-use management next year.
- We understand and accept that staff capacity continues to be the major risk factor to operating the CWES. CBJ staff will work with SVdP to mitigate this.

Campground

At our last meeting, we learned of a significant construction project adjacent to the 100 Mill St. site that may be incompatible with a campground. We have not had time to dive into the details around compatibility. Since our last meeting, we received an extremely high cost estimate – far above our assumptions – to move the existing equipment from the 100 Mill St. site to a different location. We are waiting for another estimate.

We've continued discussions with the Rock Dump area business community as well as internally and with partner organizations. Frankly, there continue to be no good options.

¹ <https://bit.ly/3x76JRV>

² <https://bit.ly/3vOpGsk>

- Little Rock Dump (LRD)
 - Pros: Not near a neighborhood or business area. Very limited space for vehicles to congregate. Emergency access is good.
 - Cons: Invisible – no reason to expect we would see differences in behavior compared to last year. In some cases, it is likely better for campers to be dispersed. Transportation costs would be extremely high.
- Former Mill Campground
 - Pros: Same as last year, camper familiarity
 - Cons: Significant neighborhood concerns. Invisible – same as LRD. Access is poor.
- Other areas – other areas are possible, but not in a short time horizon.

At this time, staff recommends not designating any site as a campground which will result in dispersed camping. In any situation, staff will continue to work with the provider community to maintain awareness and provide connections to resources. The staff recommendation at this point, which is generally shared by the provider community, is that the best near-term solution is to:

- Continue to work to connect individuals to housing solutions
- Continue to meet on this topic to maintain awareness and evaluate options
- Address dispersed camping as it occurs through best practices: 1) connection to housing resources whenever possible, 2) general acceptance/allowance of campsites when minimally impactful, 3) abatement of campsites when significantly impactful

Recommendation

Vote down Ordinance 2024-14, A Noncode Ordinance Authorizing a Thane Road Campground at 100 Mill Street

Forward to the Assembly for introduction on April 29 Ordinance 2024-18, A Noncode Ordinance Authorizing a Designated Campground Primarily for People Experiencing Homelessness as an Essential Public Facility and Exempting it from the Requirements and Prohibitions of Title 49.

(adoption of Ordinance 2024-14 means dispersed camping until such time that the Assembly designates a location by resolution)

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Presented by: The Manager
Presented:
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA
Serial No. 2024-18 vCOW

A Noncode Ordinance Authorizing a Designated Campground Primarily for People Experiencing Homelessness as an Essential Public Facility and Exempting it from the Requirements and Prohibitions of Title 49.

WHEREAS, the City and Borough of Juneau (“CBJ”) has been operating a seasonal campground in partnership with community organizations in some fashion since the early 2000s; and

WHEREAS, the CBJ has operated a facility for people experiencing homelessness during the COVID-19 pandemic and most recently in the winter months as an Emergency Cold Weather Shelter (Ordinance 2023-39), which closed in April 2024; and

WHEREAS, due to a variety of human and landscape reasons, including poor access and visibility of the Mill Campground, the location of that campground at the end of Gastineau Avenue has become untenable for campers and the immediately adjacent neighborhood, especially without additional improvements and services; and

WHEREAS, staff and community organizations began considering alternative options that will hopefully mitigate some of the concerns experienced last summer by improving access and visibility, without materially changing the availability of the program; and

WHEREAS, Ordinance 2024-14 was introduced on April 1, 2024, which would authorize a designated campground at 100 Mill Street, and the Assembly heard public comments that expressed a need for people experiencing homelessness to safely live and sleep in the warmer months, construction activities at 120 Mill Street, experiences from the operator of the Cold Weather Emergency Shelter at 1325 Eastaugh Way (Ordinance 2023-39), experiences from residents living near the Mill Campground, and experiences and concerns from people living and working at the Big Rock Dump; and

WHEREAS, siting a designated campground for people experiencing homelessness is incredibly difficult because the location needs to balance multiple public policies and sometimes conflicting concerns like the following: visibility with privacy, accessibility with seclusion, proximity to food and services with separation from vulnerable infrastructure and businesses; habitability with public costs; amongst other concerns; and

WHEREAS, CBJ staff and the Assembly have explored siting a designated campground for the warmer months at numerous locations including:

- At the prior Mill Campground, which is at the end of Gastineau Avenue (~915 Thane Road);
- At the prior Thane Campground (~1585 Thane Road);
- At the Little Rock Dump (~1540/1550 Thane Road);
- At Docks and Harbor’s managed property between the Big Rock Dump and the Little Rock Dump (~1570 Thane Road);
- At the Juneau-Douglas Treatment Facility (~1540 Thane Road);
- At 100 Mill Street; and
- Outside at the Emergency Cold Weather Shelter (1325 Eastaugh Way);

WHEREAS, none of those locations are ideal, and neither is the alternative of not having a designated location, which will likely result in individuals camping in dispersed locations;

WHEREAS, according to CBJC 49.25.300.7.200 (assisted living uses) and to CBJC 49.25.300.21.200 (campground)—a campground intended for people experiencing homelessness would be a hybrid between the 21.200 and 7.200 uses—both are normally prohibited in industrial and waterfront zones and may take too long to complete the permitting and potential appellate process in other zones given the immediate needs for people experiencing homelessness; and

WHEREAS, the Assembly exempts the Planning Commission from reviewing this ordinance (CBJ Charter 3.16(c)); and

WHEREAS, it is reasonable and necessary to temporarily waive the Title 49 requirements and prohibitions for siting a designated campground primarily for people experiencing homelessness upon balancing the public health, safety, and welfare; and

WHEREAS, the intent of this ordinance is to provide authority and a process for a space and services for people experiencing homelessness in the warmer months, approximately from April through November; and

WHEREAS, if the Assembly decides that a designated campground is not currently in the public’s best interest, the Assembly is free to designate a campground at a later time consistent with this ordinance;

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

Section 1. Classification. This ordinance is a noncode ordinance.

Section 2. Essential Public Facility/Service. A campground for people experiencing homelessness, including necessary and associated services and infrastructure, is an essential public facility and service.

Section 3. Essential Public Facility/Service Exemption from Title 49. An essential public facility and associated service, like a designated seasonal campground for

1 people experiencing homelessness, is exempt from any and all requirements and prohibitions of
2 Title 49.

3 **Section 4. Designated Campground for 2024.** The Assembly is not currently
4 designating a campground for people experiencing homelessness in 2024. After adoption of this
5 ordinance and upon experiencing dispersed camping, the Assembly is free to designate a
6 campground for the remainder of the warmer months of 2024 via resolution.

7 **Section 5. Designated Campground after 2024.** The Assembly is authorized to
8 designate a campground for people experiencing homelessness after 2024 by resolution on an
9 annual basis.

10 **Section 6. Effective Date.** This ordinance shall be effective 30 days after its adoption.

11 Adopted this _____ day of _____ 2024.

Beth A. Weldon, Mayor

12 Attest:

13 _____
14 Elizabeth J. McEwen, Municipal Clerk