



DOCKS AND HARBORS BOARD MEETING AGENDA

April 25, 2024 at 5:00 PM

City Hall Conf. Room 224/Zoom Webinar

<https://juneau.zoom.us/j/84807686489> or (253)215-8782 Webinar ID: 848 0768 6489 Passcode: 285816

- A. **CALL TO ORDER: (5:00 pm in City Hall Room 224 & via Zoom)**
- B. **ROLL CALL: (James Becker, Paul Grant, Debbie Hart, Matthew Leither, Mark Ridgway, Annette Smith, Shem Sooter, and Don Etheridge)**
- C. **PORT DIRECTOR REQUESTS FOR AGENDA CHANGES**
MOTION: TO APPROVE THE AGENDA AS PRESENTED OR AMENDED.
- D. **PUBLIC PARTICIPATION ON NON-AGENDA ITEMS** (not to exceed five minutes per person, or twenty minutes total time)
- E. **APPROVAL OF MINUTES**
 - 1. March 28th, 2024 Regular Board Minutes
- F. **CONSENT AGENDA**
 - A. Public Requests for Consent Agenda Changes
 - B. Board Members Requests for Consent Agenda Changes
 - C. Items for Action
 - 2. PIDP Grant Update – Local Matching Grant Amount
Presentation by Port Director

RECOMMENDATION: TO COMMIT FROM HARBOR FUND BALANCE - 20% OF PROJECT COST TOWARDS THE LOCAL MATCH FOR THE PIPD GRANT APPLICATION.
 - 3. Angoon Trading Company Assignment
Presentation by Port Director

RECOMMENDATION: TO APPROVE ANGOON TRADING COMPANY LEASE PROPERTY TRANSFER TO MARINE EXCHANGE OF ALASKA
 - 4. Boat Shelter Sale of AF-019
Presentation by Port Director

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

MOTION: TO APPROVE THE CONSENT AGENDA AS PRESENTED.
- G. **NEW BUSINESS**
 - 5. US Army Corps of Engineers - Feasibility Cost Sharing Agreement (FCSA) for Auke Bay Wave Attenuator
Presentation by Port Director

Board Questions

Public Comment

Board Discussion/Action

MOTION: TO ACCEPT THE US ARMY CORPS OF ENGINEERS FEASIBILITY COST SHARING AGREEMENT FOR THE AUKE BAY WAVE ATTENUATOR.

H. ITEMS FOR INFORMATION/DISCUSSION

- 6. Goldbet Seadrome Property Swap/Sale
Presentation by Port Director

Board Discussion/Public Comment

- 7. Title 85 Changes
Presentation by Port Director

Board Discussion/Public Comment

I. COMMITTEE AND MEMBER REPORTS

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

J. PORT ENGINEER'S REPORT

K. HARBORMASTER'S REPORT

L. PORT DIRECTOR'S REPORT

M. ASSEMBLY LIAISON REPORT

N. BOARD ADMINISTRATIVE MATTERS

- a. Ops/Planning Committee Meeting - Wednesday May 22nd, 2024
- b. Board Meeting - Thursday May 30th, 2024

O. 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 BOARD MEETING MINUTES

March 28, 2024 at 5:00 PM

City Hall Conf. Room 224/Zoom Meeting

- A. **CALL TO ORDER:** Mr. Etheridge called the meeting to order at 5:00pm in City Hall Room 224 & via Zoom.
- B. **ROLL CALL:** The following members were present in CBJ Room 224 or via zoom - James Becker, Paul Grant, Debbie Hart, Matthew Leither, Mark Ridgway, Shem Sooter, and Don Etheridge.

Absent: Annette Smith

Also in Attendance: Carl Uchytel – Port Director, Matthew Sill – Port Engineer, Matthew Creswell – Harbormaster, and Teena Larson – Administrative Officer.

- C. **PORT DIRECTOR REQUESTS FOR AGENDA CHANGES – No Changes**

MOTION By MR. RIDGWAY: 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**

- 1. February 29th, 2024 Regular Board Minutes – Hearing no objection, the minutes were approved as presented.

F. **CONSENT AGENDA**

- A. Public Requests for Consent Agenda Changes - None
- B. Board Members Requests for Consent Agenda Changes - None
- C. Items for Action

- 2. CIP Transfer (T-1074)

RECOMMENDATION: THAT THE ASSEMBLY TRANSFER AND CLOSE OUT \$15,536.85 FROM CIP H51-122 (DOCK SECURITY STATIONS) TO CIP H51-123 (WEATHER MONITORING & COMMUNICATIONS).

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

Motion passed with no objection.

G. **UNFINISHED BUSINESS**

- 3. Former Ketchikan Breakwater for reuse in Juneau Harbor
Mr. Uchytel said on page 15 in the packet is a MOA prepared by CBJ Law for the use of a 180'x24' 15-year-old breakwater owned by Western Marine Construction. Docks & Harbors was asked if we wanted to purchase the breakwater. We had it inspected by PND and the report showed it is in "as new condition". Western Marine Construction asking price was more than Docks & Harbors could offer. Mr. Uchytel suggested that Docks & Harbors would anchor it on our tidelands parallel to the Aurora Harbor breakwater and allow Western Marine Construction to continue to try to sell it while Docks & Harbors is allowed to use it as a work float for commercial fisherman. The breakwater has cleats on one side and the other side only has the anchor chain openings. If this is moved forward, they would like to have access to the channel side(the side without cleats) and the Harbor patrons would have the side with cleats and toward the Harbor. Docks & Harbors would pay a time and material to relocate the breakwater from the anchor buoy it is currently at to the proposed location. Mr. Uchytel said he would

ask PND to tell us how many anchors the breakwater would need in the proposed location. The MOA is effective through 2027 but it could be extended if approved. We will be responsible for the day-to-day maintenance and minor repairs, but Western Marine Construction is responsible for Major repairs. This will be on our managed submerged lands so we may need an Army Corp of Engineers permit. We would also check with the Coast Guard to see if there will be lighting required and we would do that. We are not responsible if it sinks or is damaged. This will be relatively low risk for CBJ and Docks & Harbors and an added benefit for the commercial fisherman.

Board Questions

Mr. Ridgway asked how much Docks & Harbors has paid so far for looking into the purchase of the breakwater.

Mr. Uchytel said he estimates under \$20,000.

Mr. Grant pointed out a typo in paragraph C, it should be Marine and no Marin.

Ms. Hart said she will abstain from voting on this topic.

Public Comment - None

Committee Discussion/Action

MOTION By MR. RIDGWAY: TO APPROVE THE MOA WITH WESTERN MARINE CONSTRUCTION TO NEGOTIATE THE USE OF THE BREAKWATER AS A COMMERCIAL WORK FLOAT OFF AURORA HARBOR AND ASK UNANIMOUS CONSENT.

Motion passed with no objection.

H. NEW BUSINESS

4. Proposed Location for CBJ Campground

Mr. Uchytel said at the last COW meeting, the Assembly gave direction to the Manager's staff to prepare a necessary Ordinance to manage a camp for the unhoused at 100 Mill St which is owned by AELP and where they currently have some of their tower debris that was removed from the avalanche site. The direction was for the Manager's office to move forward with an unsheltered camp at that location. This location is close to the warming shelter which is in a CBJ warehouse building managed by St. Vincent de Paul. The unhoused camp has been on AELP property in the past and they have indicated some of the campers have damaged power lines and they do not want the camp at that location anymore. CBJ would like to find a solution but to keep all the campers in one area to better provide social services. Legislation will be introduced April 1st. Mr. Uchytel said late last week he was approached by the Rock Dump coalition who intend to petition the Assembly to find an alternate location for the camp site. They would like the Assembly to consider the Little Rock Dump as a potential location. He said he explained to the group that this is not a Docks & Harbors decision. However, at today's meeting, the Board could take a position that we would not object to having the camp at the Little Rock Dump for one year. He noted the Little Rock Dump still needs to be cleaned up and could potentially be a site for storage or a marine services facility. This would be an opportunity for the Board to communicate to the Assembly that we would not object to having something at the Little Rock Dump. Staff would have to do some clean up of that area where we keep some piles and unused vendor booths. We allow people who provide commercial snow removal services in the winter to pile snow at the Little Rock Dump.

Board Questions

Mr. Grant asked if Docks & Harbors would be responsible to clean up the Little Rock Dump to make it suitable for the purpose?

Mr. Uchytal said staff would need to work with the folks who put these camps together. We may need to hire earthmovers to move stuff around. This request is recent, and we do not know where this will go when it is introduced on April 1st with final action April 29th. Time is of the essence for the Assembly to get this resolved. He asked Mr. Creswell to elaborate on how much cleanup effort there will be.

Mr. Creswell said it depends on how much area is needed. There would be alders that need to be cut down and improvements made to the area.

Mr. Ridgway asked how much of the maintenance for this area or removal of trash would fall on Docks & Harbors responsibility.

Mr. Uchytal said he has not had those discussions. It may be Parks & Rec maintaining the area like they have in the past.

Ms. Hart commented that this is a challenge for our community, and it happens every year. She also wanted it known that Docks & Harbors deals with homelessness every year and our infrastructure gets the pressure. She asked to estimate how much we have currently been dealing with and how much additional will there be with this ask?

Mr. Uchytal said we really don't deal with very much with the organized camping. No reasonable person wants to provide an area for the unhoused. All he is saying, if the Assembly wants to use the Little Rock Dump location, he and his staff will figure out what it takes.

Mr. Ridgway asked, if we make no motion tonight, we are not standing in the way of anything?

Mr. Uchytal said that is correct. The Assembly does not need to hear from the Board. If he was an Assembly member, he said he would like to know what the Docks & Harbors Board members thoughts are.

Mr. Becker commented that he would like it articulated to the Assembly like Mr. Uchytal did tonight.

Public Comments –

Mr. Brett Hutchinson, Juneau, AK

Mr. Hutchinson said the 100 Mill St location is unacceptable for the unhoused camp location. The optics of this location should be a hard no to everyone. The location will cause additional security measures for Lynden and AML from Coast Guard and other security agencies. The Homeless camp in Seattle located near AML has caused millions and caused our rates to increase. If this camp moves to this location, Juneau rates will also need to increase because of the new security demands there. There are about 500 people and seven tour companies that work in the Mill Street area throughout the summer and about 400,000 tourists will go through that area. Previous tourists that saw the homeless camp from the tram posted and commented on which is a blight on our community so putting this in the middle of our tour operations is another whole thing. We are compassionate and would rather spend our time and money helping this population rather than spending ten times as much just to protect ourselves from this population. The past area for the camp was about 175' x 60' wide. The challenge there with the cleanup was that it was spread through the woods and made it more difficult. There were sharps containers collected and disposed of. The total Rock Dump is five times that area and the camp would fit in the open gravel area at the Little Rock Dump. The purpose of this resolution is to let the Assembly know we will do what we can, if we can, and we want you to know that. There are some logistics that could make this impossible, but he finds it very important to find an alternative to 100 Mill Street. He added, he and his wife were on the front line to the Mill campsite for three years. His house is located in the illegal back entrance to that campsite. By the end of the summer, it had gotten so bad his truck was totaled by someone going to the camp to deliver drugs. They did catch the guy but his truck had \$15,000 in damage. Someone will get hurt by these people. Last September he said he organized some people in the community and built a safety fence and turned people away for 10 days. The encounters were not pretty and 20 times the police were out there. Three people were arrested

and one for stealing a car which ended in a showdown on Franklin Street. On Labor Day he said he had to put his dog down because he had gotten into someone's left behind open drugs. He doesn't say that for anyone to feel sorry for him. He presented several less expensive solutions to secure that part of the street and have people go around his property. After working with the police, we went from encountering about 70 people a day trespassing through our property, yelling at us, telling us to get out of our own home, threatened us with weapons, throwing logs at us, spitting at us, ignoring us, cutting the fence, down to a manageable three or four a day. He has video footage of all of those actions. He said when humans hurt humans, there are two things that happen, you lose your humanity, or, you find your humanity. This is not about locating this at the Little Rock Dump or at 100 Mill Street. This is about if we are going to get the right people in the room to make this campground safer and better for everyone including the people that camp there. The 100 Mill Street camp in a concentration camp and people will disperse from there and not go there at all. This is going to take a lot of money to get it ready for the unhoused and we should not be putting money into something that is not going to work but putting it into something the city owns. He would like the Board to let the Assembly know that you are not against the Little Rock Dump location so there is a wide-open door to that location.

Hayden Garrison, Juneau, AK

Mr. Garrison said having the site at the Little Rock Dump, the cleanup would be better because a dumpster and outhouses could be taken right to that location, and it would be easier for dumping and outhouse service. It would make it easier for police patrols. This is a win/win location and only for summertime.

Robie Janes, Juneau, AK

Mr. Janes said he is here to represent his seasonal employees that work in the 100 Mill Street area. This last winter his business was broken into for the first time ever. The person was caught at 3:00am. He said his company employs a lot of single young women in the summertime. This is a concern with the early morning opening and late-night closings.

Board Discussion/Action

Mr. Ridgway said the letter in the packet is well written, but he did not see the Little Rock Dump listed in the letter. He said we do have drawings from PND with this site being proposed as a boat yard facility. He said he does not see any reason, given its current use and underutilized, we would not want to get in the way of the use of the Little Rock Dump and the community effort. He would recommend staff mow down all the trees for the cleanup. His concern is that one year will turn into more years.

Mr. Grant said he does not see how Docks & Harbors has anything to do with this. We do not have expertise in the area of homelessness. He does not see this impacting Docks & Harbors mission. He suggested the Board do nothing on this topic and let the Assembly deal with this. He does not believe there needs to be a motion and he would vote against it.

Ms. Hart said Docks & Harbors already deals with this on a daily basis and it becomes a fiscal responsibility. The Little Rock Dump could be a short-term relief for what is not good currently. She would like the motion because it shows that Docks & Harbors wants to be a team player and help the Assembly out. She is not against the motion but also recognizes that no motion is fine. She commented there is no perfect situation in Juneau. She said her recommendation would be to support the motion.

Mr. Ridgway commented it will take years to get a boat services yard at the Little Rock Dump proposed location if it is identified as the best location. He said he is not an expert on what to do with the housing issue. He said because we have management of the Little Rock Dump property is solely why he believes communication with the Assembly is warranted. It does not matter to him if it is in the form of a motion or not.

Mr. Sooter said he would be in favor of some sort of a motion. He said the location at 100 Mill street is too busy for the unhoused camp but also not sure if the Little Rock Dump location is the right spot. It would be beneficial for the entire City to find a different location.

Mr. Ridgway said he believes there should be a motion stating that the Board does not object to the Assembly looking into the Little Rock Dump for a possible new location.

Mr. Leither said the proposed motion in the packet is not taking a stand on anything. It is basically saying we have a piece of land that is underutilized, and we have a community interest to use that land. He does not have any problem saying to the Assembly that the Little Rock Dump can be considered as a piece of the solution as long as Docks & Harbors is not responsible for the maintenance or clean up. This is not about the homeless but about a piece of land we are not using at this time.

Mr. Grant said by saying we do not object can open ourselves up. The motion does not address cleanup costs, and lost opportunity costs. If there is going to be a motion, he would like it to address the costs. The motion limits it to one year but what happens at the end of that year. He would like commitment from the city to do something that works. This is not a long-term solution but only a band aid.

Mr. Etheridge said we do not know what our liabilities are going to be with this. Do we have to move all our items at the Little Rock Dump, and do we have to do cleanup. He cannot say yes to this when he does not know what it will cost our patrons. He does not have a problem for the Assembly using this site, but he does not want Docks & Harbors paying the bills. Until he knows more, he will not support a motion.

MOTION By MR. RIDGWAY: DOCKS AND HARBORS BOARD DOES NOT OBJECT IF THE ASSEMBLY IS EVALUATING RELOCATING THE PROPOSED CBJ CAMPGROUND FROM 100 MILL STREET TO THE LITTLE ROCK DUMP FOR CALENDAR YEAR 2024 AND ASK UNANIMOUS CONSENT.

Mr. Etheridge objected.

He said he does not believe the Board needs to make a motion. We have an Assembly Liaison listening to everything we say and can communicate the Boards discussion to the Assembly better than a motion can.

Mr. Ridgway said he believes this fully communicates to the Assembly that the Board is okay with the Assembly looking at the Little Rock Dump as a location for the homeless camp.

Mr. Grant said this motion is not telling the Assembly what they can do. The Assembly will evaluate it and we do not need to tell them. Also, the motion does not address some of his major concerns regarding costs, and the impact of Docks & Harbors using the property in the future. This is a meaningless motion, and he will vote against it.

Ms. Hart asked to suggest a friendly amendment to the motion.

Mr. Grant said he will object to a friendly amendment also.

Ms. Hart said the motion probably does not matter to the Assembly. However, it does convey our concerns. Through this motion, we can offer to the Assembly as well as through our Liaison, the Board is supportive of this change if necessary but here are our concerns. We could add onto the motion some of our concerns and the possible burdens this could put on us.

Friendly amendment made by Ms. Hart – in consideration of Docks & Harbors staff time, the additional expense we may not have been able to accommodate and any other things the Board would like to add onto the motion.

Mr. Grant objected to the friendly amendment and asked the amendment to be put into a form that it could be voted on.

Mr. Leither said in the past we had staff draft a letter listing our concerns regarding staff, garbage, and other Board concerns. He is not saying yes or no to this. If the Assembly is considering this, it is valuable having the Board on record stating their concerns. He does not believe the original motion was saying we are accepting the change, and we are good with whatever happens. Not objecting is different than saying bring it on.

Ms. Adkison said it is 100% her role as the Board liaison, regardless of a motion tonight or staff writing a letter, to communicate with the Mayor and the Deputy City Manager after this meeting and let them know the Boards concerns and the potential options.

Mr. Etheridge commented that is the best way to go.

Vote on the original motion

- James Becker – No
- Paul Grant – No
- Debbie Hart – Yes
- Matthew Leither – No
- Mark Ridgway – Yes
- Shem Sooter – No
- Don Etheridge – No

Motion did not pass.

Mr. Etheridge commented that our Liaison has the message and will convey the Board discussion.

5. PIDP Grant Update – Matching Grant

Mr. Uchtyl said on page 26 in the packet is a webinar presentation that he showed last week at the Operations Meeting on how to apply for a PIDP grant. The Operations Committee made a motion to commit 20% local match for a project. This is not needed this month, but we will need to know by May 10th when the application is due. He went through the presentation. He said there will be available \$450M for the PIDP Grant this fiscal year. There is \$112.5M reserved for small projects at small ports. We did apply last year for a small project at a small port for the drive down float in Aurora, but we were unsuccessful. We were provided with a debrief by MARAD in January and they were very pleased with our application and encouraged us to reapply. They provided ideas on improvements to our application and staff intends to reapply by the 10th of May. The question before this Board is, does the Board want to commit 20% (\$2.5M) for local match of the \$11.25M project. PND will refresh the application from last year for this year and update the project cost estimate. On page 38 in the packet is the Harbors Overview which shows at the end of FY24 there will be \$4.214M in our fund balance. Last year we only committed \$500K because that was what we could afford. During the debrief, the MARAD evaluators thought our application would be stronger with a larger local match. There is the possibility to apply for an ADOT harbor facility grant that could be counted as local match. There is no guarantee the grant is going to be favorable for Juneau again next year but that is something we could pursue for local match. We are also working with our Federal Lobbyist for an earmark from Representative Peltola for the federal side of this project. This will not help our local match, but it looks good for Juneau. He talked about the project shown on page 39 and 40 in the packet. The drive down float would be 120' x 48' which is smaller than the one at the ABLF. Staff believes this would be advantageous for the commercial fishing fleet as well as shippers.

Board Questions

Mr. Grant asked about the timing of the ADOT grant in relation to this grant. At last week's Operations meeting, he suggested the 20% for more discussion at this meeting. If staff believes our chances are better based on the percentage, is there anyway to find out if we are eligible for the ADOT grant before we commit to \$2.5M.

Mr. Uchytal said the problem with the ADOT grant is it is uncertain year by year. We could apply, and we can commit to 20%, and also let them know that we will apply for a state grant to help with our out of pocket cost. However, the way the ADOT grant is set up, we would apply in early August and then the process is ADOT has a committee that evaluates and ranks all the application. After they are ranked, the Legislature in their session decides how much they want to fund that grant. Even if they say they want to fund all the projects, it still must go to the Governor to approve or veto. We will not know until July of 2025 if we are successful, and we will know in November of 2024 whether we are successful with MARAD.

Mr. Becker asked if the drive down float will replace the cranes.

Mr. Uchytal said at this point, we do not want to put any new cranes on the UAS property. Maybe someday if we acquire the property and have money, we will do something, but at this time we are just working on property that we own and control. This way we will not have to explain to MARAD why we are investing in property we only have a three-year lease on.

Mr. Becker asked if there was enough room for the drive down float in the proposed location?

Mr. Uchytal said it was previously thought to add a sheet pile wall, but that changed to the current concept.

Ms. Hart asked how this was going to be presented to the public?

Mr. Uchytal said we are going to have an infrastructure fair on April 3rd showing a high-level view of all the projects we have completed, and the projects we have in the que. We want to have this community engagement so we can check a box on the grant applications as well as ask people for letters of support for the different projects.

Ms. Hart said her hope is to receive public input on the drive-down float project.

Mr. Etheridge commented, in his discussions with the commercial fisherman, this is what they want.

Mr. Sooter said he is in favor of this project.

Mr. Grant asked if we would be better to pick a dollar amount instead of a percentage.

Mr. Uchytal said the way this grant would work, the max they would provide is \$11.25M. If our project is more than that, it would be on us to pick up the excess.

Mr. Grant asked if 20% is too much?

Mr. Uchytal said the question to the Board is, "how important is this drive down float?" We could go in with zero, and not be very competitive, or go in with a higher amount, and be very competitive.

Public Comment –

Nick Orr, Juneau, AK

Mr. Orr asked if this project is going to compete for what money we have with the breakwater in Auke Bay?

Board Discussion/Action

Mr. Sooter asked when PND will have the study ready?

Mr. Uchytel said MARAD was delayed in getting out the full NOFO, so the grant was extended for 10 days. PND will present at the next Operations or Board meeting.

Mr. Sooter asked if we waited until after the PND presentation, would we miss our opportunity?

Mr. Grant suggested waiting until after the presentation. He would like more information before deciding.

Mr. Uchytel said hearing the public comments at the infrastructure fair will also help in the decision making.

NO MOTION – THIS WAS MOVED TO THE NEXT BOARD MEETING.

6. Auke Bay Loading Facility - Boatyard Trailer Procurement

Mr. Uchytel said on page 46 in the packet. We used to have a haul out apparatus called the Sealift at the Auke Bay Loading Facility. With the apparatus not being suitable for that location, we worked with MARAD and sold it. We were able to keep the money to use on a new piece of equipment. With a lot of research to find a piece of equipment that will work at the ABLF, we were finally able to locate one in Canada at a company called Conolift. The issue is that this company is a Canadian company and the MARAD grant required buy America. We have \$225,000 from the sale of the Sealift. He met with MARAD when he was in DC and the guidance MARAD provided was to ask for a buy America act waiver. MARAD suggested to go out with a RFQ for the device we want and see what happens. The waiver would be supported if the Canadian manufacturer was the only bid received. If we go that way, we will still need to draw money from our fund balance to add to the \$225,000. He is looking for direction from the Board to proceed with an RFQ.

Board Questions

Mr. Grant asked if this was for the use at the ABLF?

Mr. Uchytel said yes. This is in Karl's Marine lease.

Mr. Grant asked what he is using currently?

Mr. Creswell said he has two of his own Conolift trailers, a smaller and medium size. They are not the same capacity as the Sealift was and he is looking to get that capacity back.

Public Comment - None

Board Discussion/Action

NO MOTION – THE BOARD DIRECTED MR. UCHYTIL TO PROCEED WITH AN RFQ.

I. ITEMS FOR INFORMATION/DISCUSSION

7. Budget Presentation to Assembly Finance Committee (AFC)

Mr. Creswell went through the budget presentation in the packet starting on page 47 and ending on page 63. On page 54, the top will change to \$2.7M which is the expenditures from \$3.4M revenue. On page 58, the top will change to \$5.2M again which is the expenditures from the \$6.46M revenue. He will be presenting this to the Assembly next Saturday April 6th at 1:45pm. This is the budget the Board has already approved.

Board Discussion

Mr. Ridgway suggested adding Wayside float to slide on page 50. He asked in terms of insurance, what has been the pay out from insurance?

Mr. Creswell said he believes the largest payout has been \$280,000 for the float in Statter Harbor from the Thanksgiving storm in 2022. Other Harbors damage, there was a drunk fisherman take out a float in Aurora, but he remembers that to be under \$50,000, and damage to a float at the fisherman's terminal in 2016. He believes in the past 10 years, the pay out from insurance has been under \$1M in claims.

Ms. Hart suggested adding a slide/information regarding foreshadowing for the Assembly on what may or could be coming.

Mr. Ridgway commented on page 55 it may worth commenting why our expenses are increasing which is due to Coast Guard mandates.

Mr. Grant asked if Mr. Creswell knows what electric vehicles will do to the budget?

Mr. Creswell said no.

Mr. Uchytel said we do have electric chargers at Harris, and Statter Harbor that is free. We paid for them, the public uses them, but we have not seen an increase in our utility billing.

Mr. Grant said he is wondering about our fleet?

Mr. Uchytel said we need pickup trucks, and the technology is not there yet.

Mr. Creswell said he is looking into an electric Port security boat that may be available in the near future.

Public Comment - None

8. Vessel Disposal Surcharge (VDS)

Mr. Creswell said in the packet starting on page 64 is the presentation he has shown at several other meetings. He does not have the information the Board requested yet. The admin staff are still working to get that information. We are getting into the busy season, and we have been short on admins. He went over the options on page 69 in the packet. He is working on how much revenue we would have if the VDS is applied to all vessels, transients and stall holders paying monthly, semi-annual, or annual that do not have insurance. We could then determine if the VDS rate needs to be increased.

Board Discussion –

Mr. Etheridge said to take the time needed to get good information and then bring this back to the Board. He commented that he does not like a variable rate, and he would be more in favor of raising the rate if that is needed.

Mr. Ridgway said he would also be in favor of just raising the VDS rate and not have a variable rate.

Mr. Grant asked what is the objection about the \$200K in the bank for the VDS?

Mr. Creswell said it is the optics that Docks & Harbors is maintaining a fund that is growing and not used toward other things. If there is a set rate for the VDS surcharge its not to build a bank account but a well thought out rate to cover our expenses and not artificially pad our fund.

Ms. Hart asked what other communities are doing because she does not believe the VDS fee should be scrutinized.

Mr. Creswell said he is also thinking of the admin staff having to adjust rates and follow a fund and see when it needs to be changed. The VDS fee has worked, but it was not set high enough to cover our expenses.

Mr. Leither asked if the rate study took into account Docks & Harbors having to pay for sunken vessel disposal?

Mr. Uchytel said he does not recall that being looked at.

Public Comment – None

9. Statter Harbor Breakwater Condition & Future Plans

Mr. Sill said he is providing information on the Statter Harbor Breakwater repairs. The two big concerns with the Breakwater are the anchor chains and the tie rods that hold the whole thing together. When both of those break, it is expensive to get them fixed. He provided a summary of the repairs to the breakwater in the last few years.

2021- The Breakwater had two chains break, we had to bring in Global Diving and Trucano Construction, it was tens of thousands of dollars to get that fixed.

2022 – The D-float modules collapsed, and we needed to get those replaced and re-tensioned and that was about \$280K.

08/2022 – The Breakwater, there were tie rods that broke, we spent \$18K to have Global Diving put that back together. While they were there, we asked them to check all the other tie rods and re-tighten where needed, that cost \$34K.

2023 – We did not have any major projects at Statter Harbor.

03/2024 – There were more tie rods that broke, and they were the same tie rods that broke in 2022. The cost this time was \$28,000.

He said everyone knows staff is working as fast as we can to replace the Breakwater, but the repairs are an almost annual expense of many of tens of thousands of dollars into just keeping it in one piece. Global did a great job on the repair, but this is a recurring theme.

Board Discussion

Mr. Grant asked if the concrete was deteriorating.

Mr. Sill said yes.

Mr. Uchytel said Mr. Sill talked about the paid services, but we also receive unpaid services through the Army and Coast Guard divers.

Mr. Sill said he only talked about the list of projects he runs through his office. The Harbormasters team is constantly doing repairs. Another item not talked about above was last winter's storm that damaged the whalers and the cleats because there were some floats tied off to the breakwater. There was also damage at the old NOAA float at the ABMS where the Troopers vessel (Enforcer) was tied up. Carver Construction will be in next week to replace whalers on the breakwater, and bull rails and timber decking on the old NOAA float. Between the two projects, it was \$50,000 for repairs.

Mr. Ridgway asked if he is suggesting that there is increased catastrophic failure to the breakwater or just letting the Board know our maintenance costs are increasing significantly?

Mr. Sill said staff does take good care of the Harbors and repairs what we can, but we will bring in the professionals when needed. The breakwater is 40 years old, and the concrete is deteriorating. As it deteriorates more, it is harder to maintain.

Ms. Hart said Statter Harbor is our heaviest used Harbor in Juneau. What avenues does the Board have to help besides working with the Army Corp of Engineers.

Mr. Sill said the Breakwater project is expensive. He believes we are doing what needs to be done and the Board is helping with allocating funds to support the Army Corp of Engineers process.

Mr. Uchtyl said we did get the earmark from Senator Murkowski for the \$500,000 to start the investigation. Staff will have a meeting with the Army Corp of Engineers next week, but they will not start in earnest until September. The study was estimated originally at \$3M but current estimate is \$4M so Juneau has to contribute half of that which is \$2M for the match. Representative Peltola earmarked the Aurora Harbor drive-down float, and 2025 Senator Murkowski earmarked the remaining federal money for the breakwater.

Public Comment - None

10. Juneau Harbors Infrastructure Fair

Mr. Uchtyl said on page 70 in the packet is a flyer for the infrastructure fair. This was sent out to several groups.

Board Discussion - None

Public Comment - None

11. Title 85 - Update

Mr. Uchtyl said he doesn't really have an update. On page 83 in the packet is a memo he received from the Tourism Manager. This will most likely be introduced at the Assembly meeting on April 1st. Once it is introduced, he will forward that information to the Board. The Assembly will take final action on April 28th.

Board Discussion

Mr. Grant read part of the memo regarding whale watching. He said it still does not say where Docks & Harbors responsibility is and where it ends.

Mr. Uchtyl said he does not have a good answer.

Ms. Adkison said this memo is in response to the questions this Board had. She said this is very high level and intended to be that way because a lot of the interaction between Docks & Harbors and the Tourism Manager will need to be hashed out as that relationship develops. We want to make sure the Tourism Manager has a seat at the table, is part of the conversations, and clear that the tourism related questions are under her purview. There is a lot to deal with and every line item regarding tourism would not be able to be lined out in an ordinance. This is the start of a working relationship.

Ms. Hart asked if the Assembly has been thinking about a Tourism Board like the Docks & Harbors Board?

Ms. Adkison said she is not sure that would be needed right now. The Tourism Manager works a lot with TBMP, the Whale Watching working group, the Downtown Business Association, the cruise lines, with her job mostly connecting with already existing groups.

Public Comment

Mr. Nick Orr, Juneau, AK

Mr. Orr said he thought the roles should be more defined. There should be high level bullet points with who should deal with what. He said a little more guidance could go a long way.

J. COMMITTEE AND MEMBER REPORTS

1. Operations/Planning Committee Meeting Report

Mr. Grant reported the Committee forwarded two items to the Board tonight.

2. Assembly Lands Committee Liaison Report – Mr. Becker said he did not attend the last meeting.

3. South Douglas/West Juneau Liaison Report - None

4. Member Reports - None

K. PORT ENGINEER'S REPORT

Mr. Sill reported –

- Aurora Harbor Phase IV – while we wait to see if there is any funding available from the State, he is working on the permit drawings for the consultant.
- Aurora Harbor Phase III – This is currently under construction and the contractor is making great progress. The floats and the pilings are in as well as most of the water system. All of the cable purchased has been installed so the light poles are up, and they are making great progress. He is getting reimbursed from DOT for money spent on this project.
- Harris Gate – The gate has been erected at the top of the gangway. There are a number of other elements to that. He is working with Commercial Signs and Printing to do a nice arched sign at the entryway. He is working with Alaska Electric to install the electrical and control components to power the key fob reader, door latch, and cameras. Mantal, the Company who built the gate, is working on side wings to make it harder to climb around the gate. Our CBJ IT is getting cameras and putting together a camera system. We are also working with Capital City Fire and JPD to make sure they can get through the locked gate.
- Statter Harbor Restrooms – We recently had a contractor install a new epoxy floor in the new and old restroom facilities. Staff reports they are easier to clean. The final payment for the restrooms has been closed out.
- DIPAC Tidelands – The final mylars to transfer the tide lands adjacent to DIPAC are in the mail and very close to closing this tidelands transfer out which began in the early 2000.
- Surveys – PND is doing two surveys, one doing bathymetry around the wayside park float, and the other is surveying at Aurora Harbor to help with the phase IV work.
- Cruise Ship Electrification – we are still working with AELP as they work to bring on a designer.

L. HARBORMASTER REPORT

Mr. Creswell reported –

- Staff is gearing up for Summer. Our first cruise ship is Tuesday April 9th.
- Next Monday April 1st a lot of our seasonal staff return. We will have in-briefs and HR presentation in the Assembly Chambers in the morning and a potluck at noon.
- Over the last couple of weeks, we have hired a lot of new staff.
- Mr. Doug Liermann is retiring at the end of April, so we are hiring for a full-time year around Harbor Officer and that position closes next Tuesday. This position is open to CBJ employees only.
- The Maritime Festival is on May 4th.
- Staff will host our annual pre-season meeting on April 10th in the Assembly Chambers from 9:30am to noon.
- Impounded vessels and vessels for sale – We do have a lot of them. Two of them are the Captain Cook and Adventure Bound. Both boats have liens, so we extended the auction by two weeks and added the lien amount. There has been communication that the owners have found someone willing to pay the moorage via negotiated private sale. We have three vessels on public surplus that closed without any bids, we intend to lower the minimum bid and put back out on public surplus. Staff have disposed of a few vessels this week and have a couple for next week to be disposed of.

M. PORT DIRECTOR'S REPORT

Mr. Uchtyl reported –

- Cruise Ship Dock Electrification – AELP and H3 consulting is not under contract yet. The representative from H3 will be in Juneau the week of April 15th to investigate the site.
- It appears Senator Sullivan was successful in getting money for the Commercially available Icebreaker coming to Juneau in this year’s homeland security funding.

Mr. Grant asked what Docks & Harbors will have to do when the Icebreaker shows up?

Mr. Uchytel said probably nothing.

- April 1st we were going to hear the results of the lawsuit of the appeal of the Huna Totem conditional use permit, but this has been postponed to the next Assembly Meeting.
- He was invited to attend a meeting tomorrow with the Tourism Manager to talk about what requirements the Coast Guard and Huna Totem have for development plans.

N. ASSEMBLY LIAISON REPORT – Ms. Adkison said the Assembly has not met since the last Docks & Harbors Board meeting. She confirmed that she will be talking to the Mayor and the Deputy Mayor about our concerns brought up tonight.

O. BOARD ADMINISTRATIVE MATTERS

- a. Ops/Planning Committee Meeting - Wednesday April 17th, 2024
- b. Board Meeting - Thursday April 25th, 2024

P. ADJOURNMENT - Hearing no objection, the meeting adjourned at 7:45pm.



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

Section F, Item 2.

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>

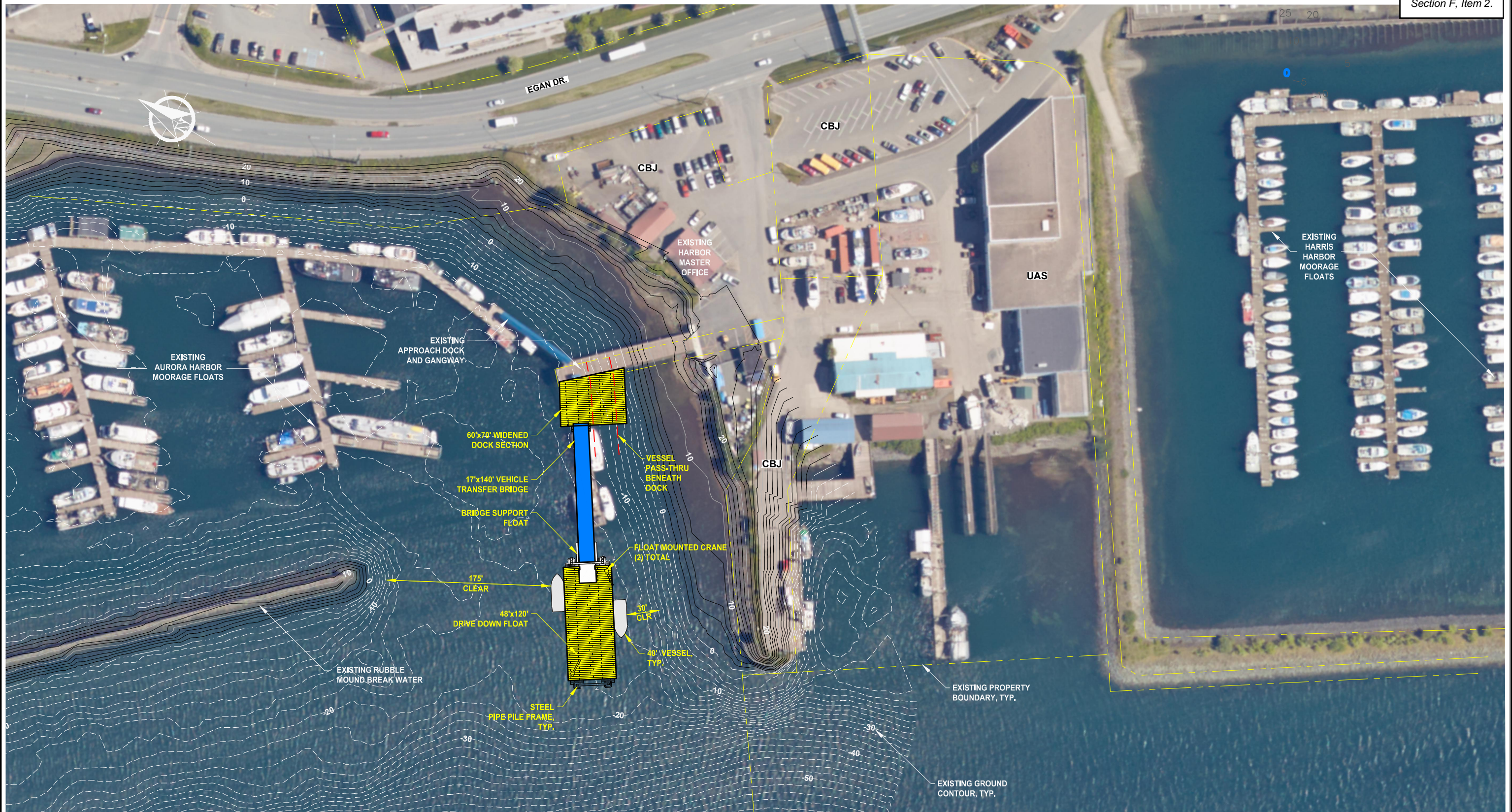


REVISIONS					
REV	DATE	DESCRIPTION	DWN	CHK	APP

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)**

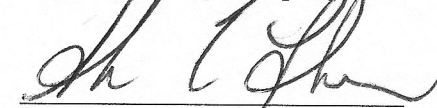
2852
ADL#

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



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.

#



**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 Uchytel
Port Director
155 S. Seward Street
Juneau, AK 99801

Re: Seadrome Land Swap Discussion

Dear Mr. Uchytel,

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.



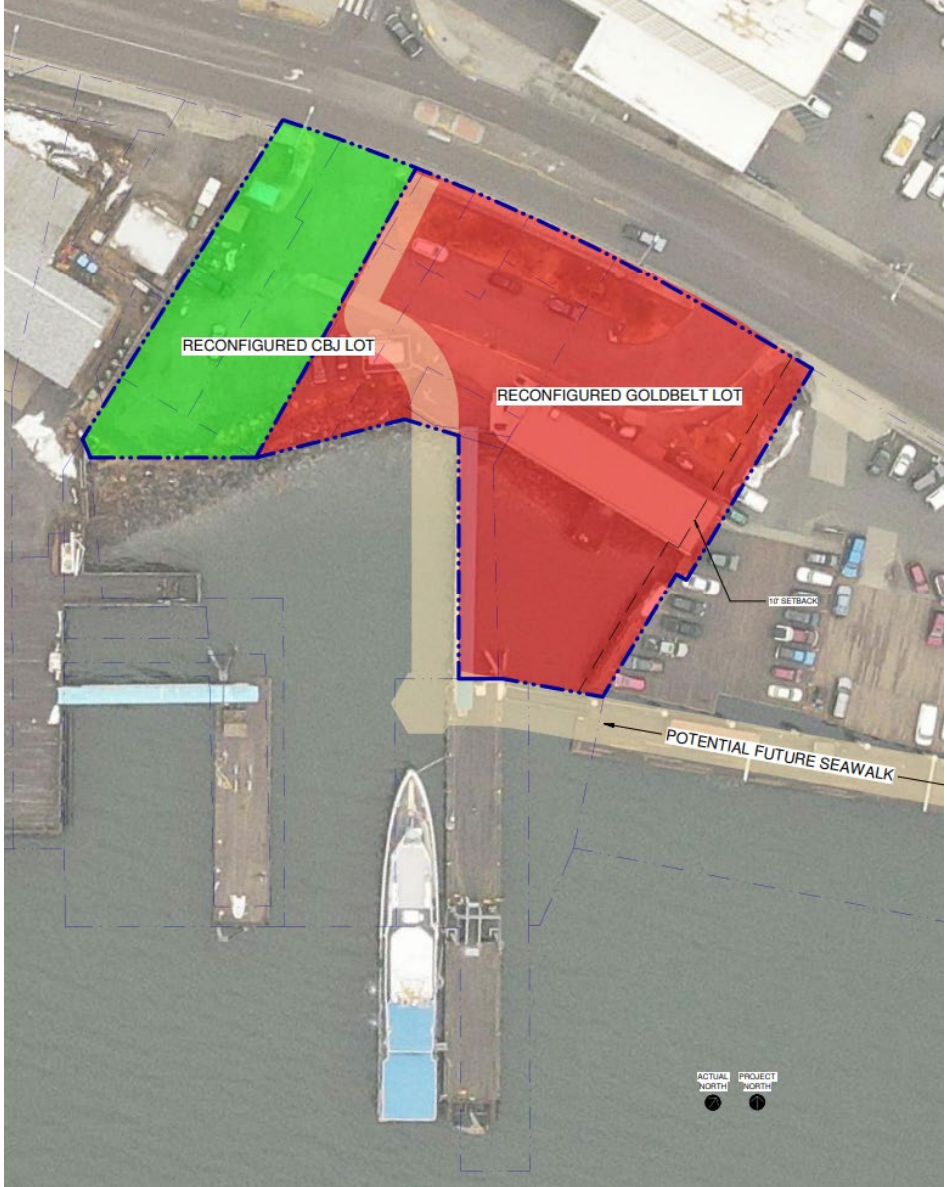
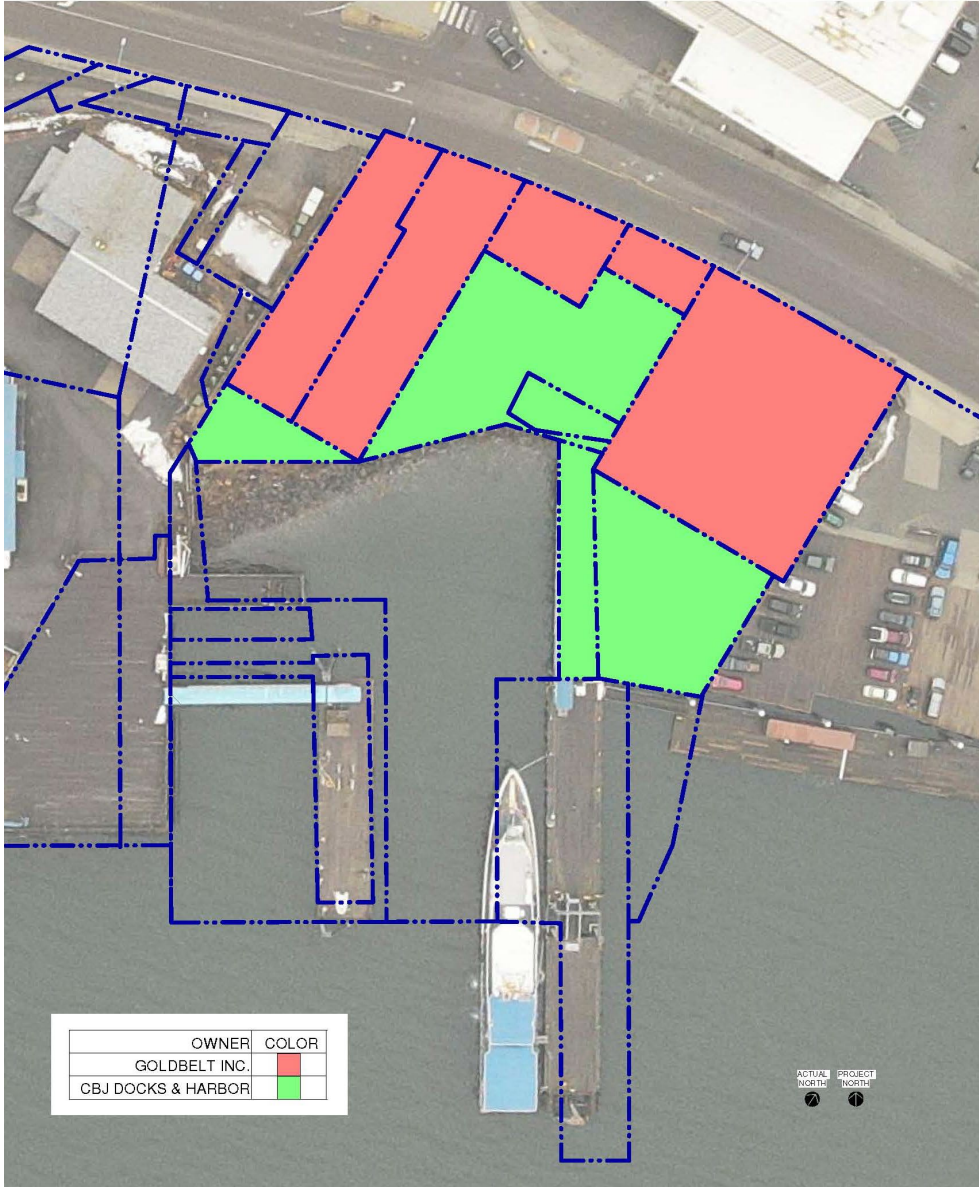
Actions:

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, Subport Revitalization Plan, and Small Cruise Ship Master Plan.
 - The facility will host mixed-use spaces that are complimentary to the waterfront.

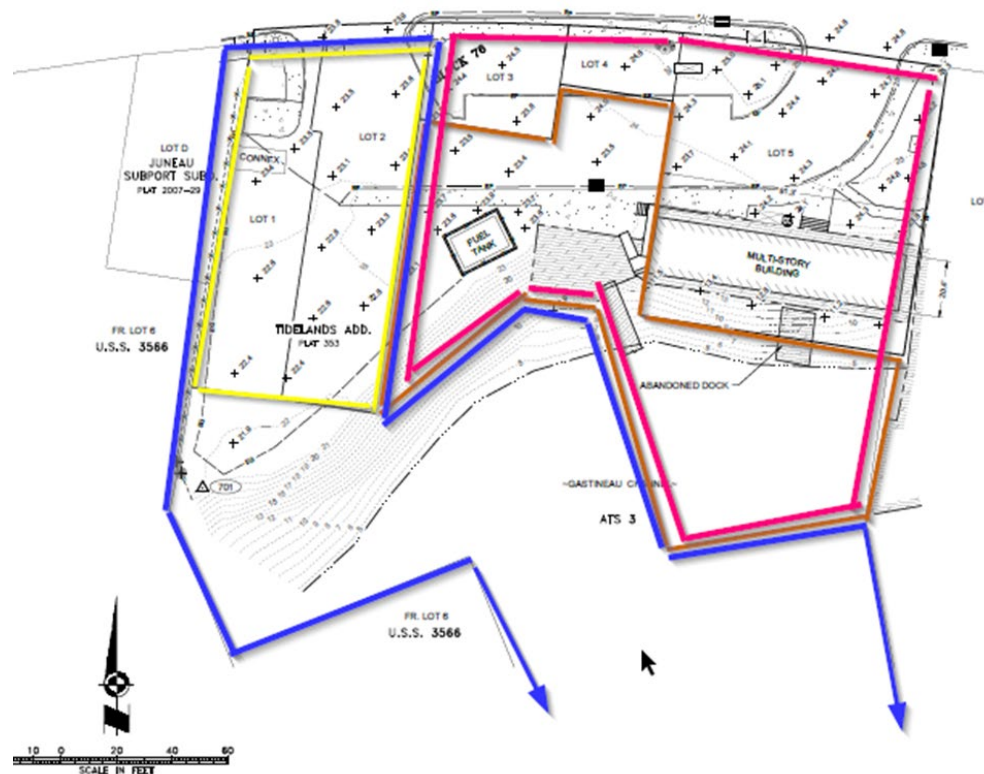


Original Property Reallocation Proposal

Section H, Item 6.



Original 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.

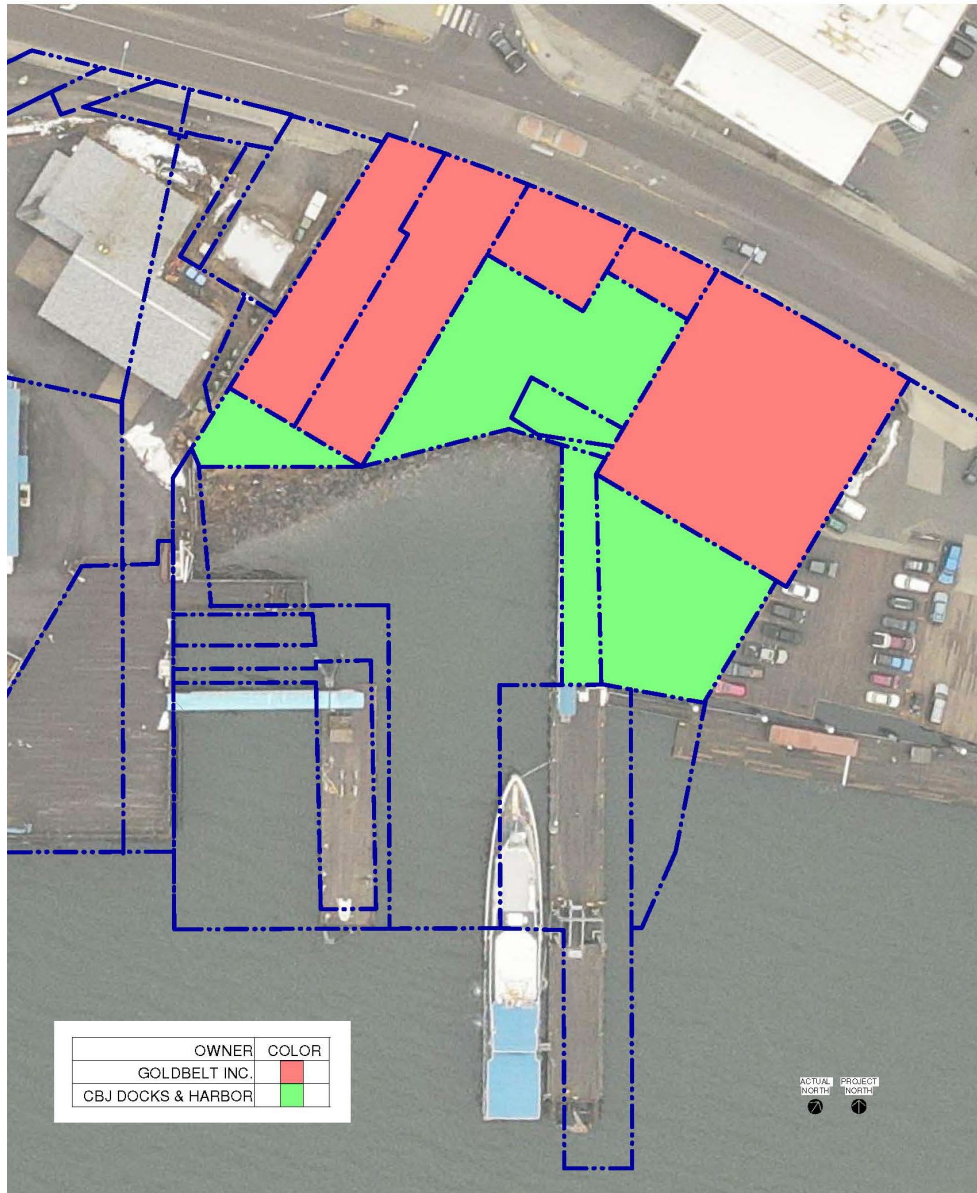
Lines overlaid on excerpt of RESPEC survey site survey map dated November 4th, 2022.

Original Site Plan Proposal



Alternative Property Reallocation Proposal

Section H, Item 6.



Alternative Property Reallocation Proposal

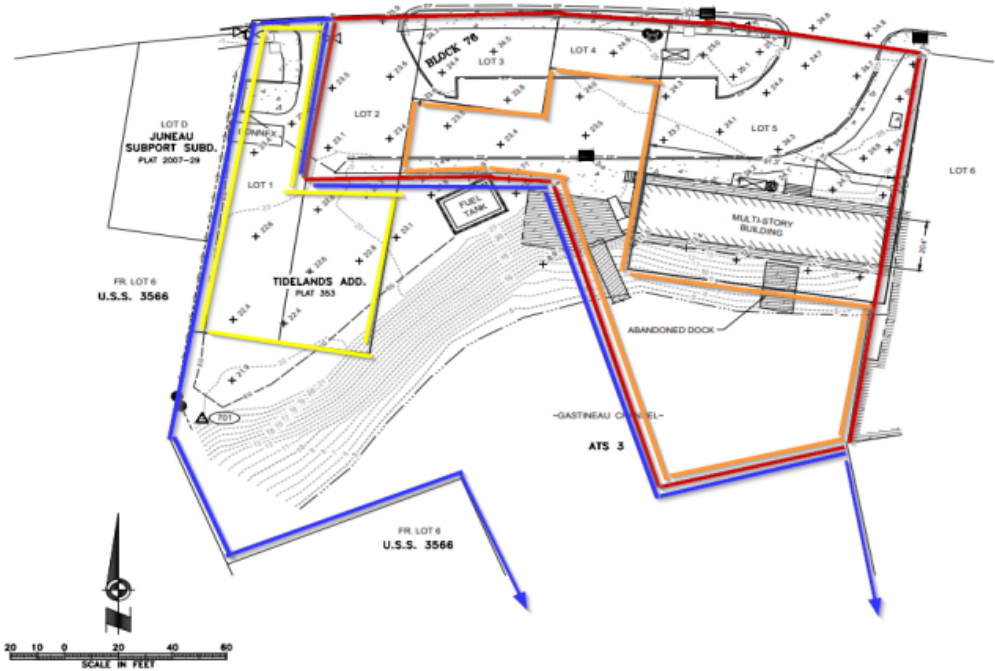


FIGURE 1.4 - Concluded exchange configuration showing CBJ receiving Goldbelt land outlined in yellow and Goldbelt receiving CBJ land outlined in orange. This makes the final ownership configuration reflected in CBJ outline in blue which extends into the harbor and covers the existing CBJ Goldbelt lease 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

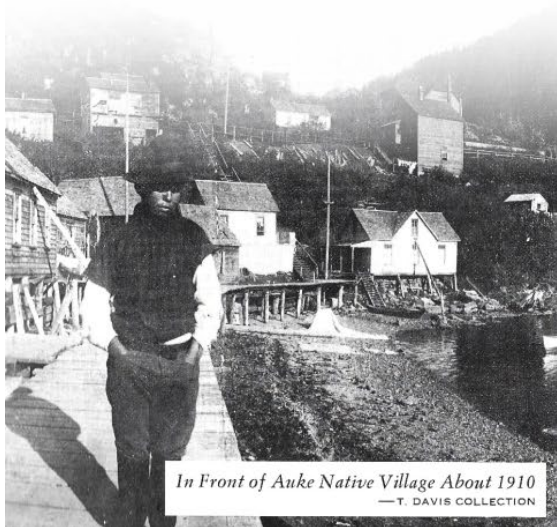
Improved Site Benefits:

- 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.