



Douglas Indian Association Tribal Government

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September 23, 2002

Boguslaw J. Wierzbicki, CEPOA-PM-C
Department of the Army
US Army Engineer District, Alaska
P.O. Box 6898
Elmendorf AFB, Alaska 99506-6898

Pages 53-69
Left out on
purpose
per call to
Doug. Ind. Assoc.

RE: Douglas Boat Harbor Construction Project

Dear Mr. Wierzbicki:


The Douglas Indian Association received the letter announcing the proposed improvements to the Douglas Boat Harbor dated April 16, 2002. We also received the scoping document regarding the proposed harbor improvements. The Tribe researched the proposed harbor improvement project and discovered evidence of injustice. We have included this evidence with this letter to be included in your project analysis.

Why the destruction of the Douglas Indian Village happened in 1962 is a question of justice never answered by the Bureau of Indian Affairs, The Corps of Engineers and the City of Douglas (incorporated in to Juneau, 1972). The Tribe researched the events of that time and would seek an answer from all three parties now.

The enclosed report documents most of the chronological events from the records we were able to uncover. In the record, there is a promise from the Corps of Engineers in 1940's to build a boat harbor for the members of DIA located in the proposed project area. The original promise to the members of the Tribe was never kept.

There is a need for justice and the Tribe seeks answers to our question. If you have questions, contact Harold Frank or me at (907) 364-2916.

Sincerely,


Dorothy Owen, President

Enclosure

Cc: Niles Cesar, Regional Director, BIA
Sally Smith, Mayor of Juneau

SEP 25 2002
CBJ Manager's Office



COE
Page 2
September 23, 2002

Cc: (Cont)

Juneau Empire
Anchorage Daily News
Indian Country Today
National Native News
Indianz.com
Seattle Post Intelligencer
Seattle Times



REPORT TO THE DOUGLAS INDIAN ASSOCIATION
PRIVILEGED AND CONFIDENTIAL

Author
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APPENDIX



"Douglas-Indians", circa 1884. Henry Stevens collection.

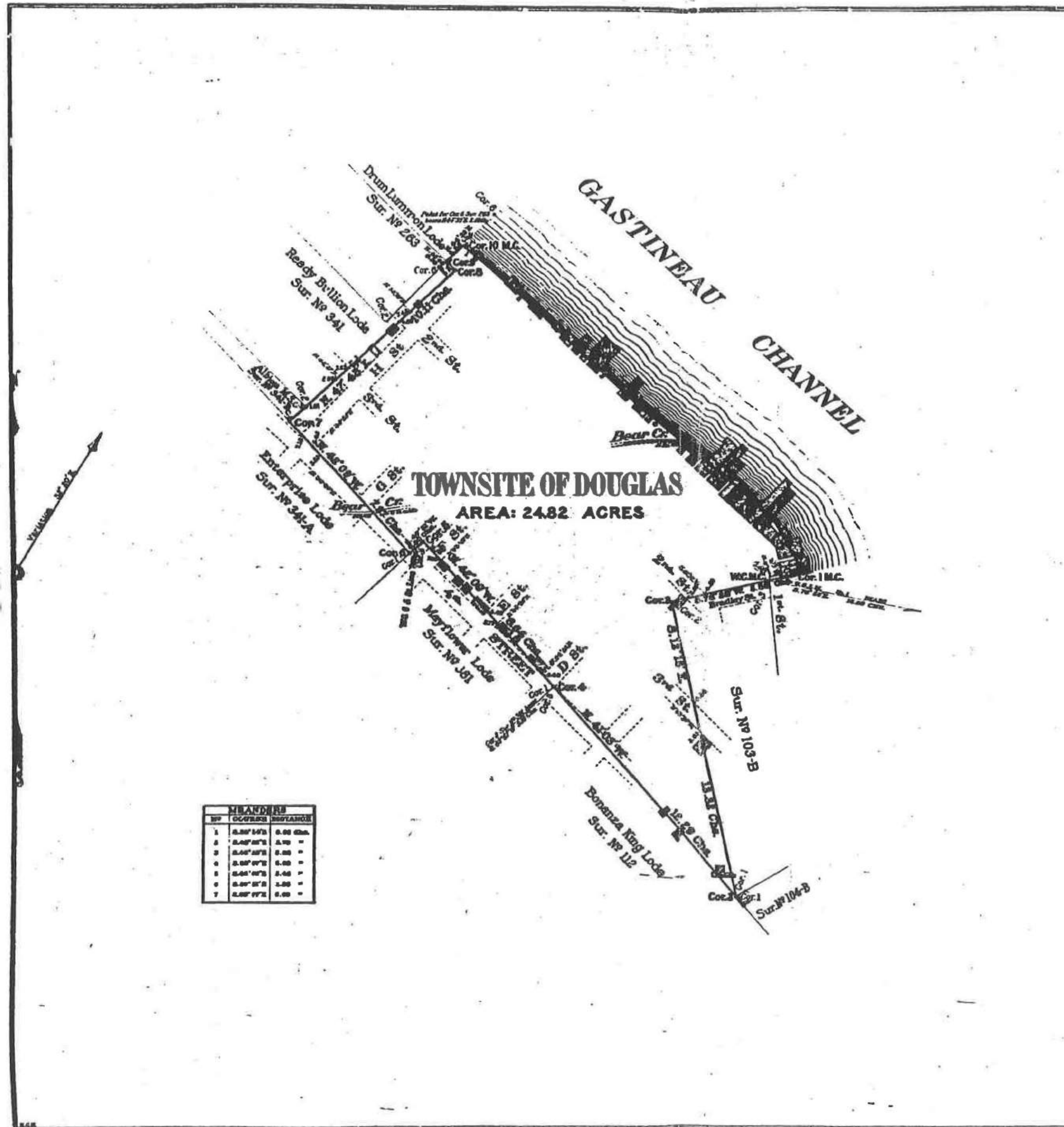


"Douglas-Indians", circa 1900. Henry Stevens collection.

*Native Village on the beach at Douglas
showing the railroad to the Treadwell mines.*



"Native Village on the beach at Douglas showing the railroad to the Treadwell mines," circa 1905. Henry Stevens collection.



MEASUREMENTS		
NO.	BEARING	DISTANCE
1	S. 89° 14' 30" W.	0.00 Chs.
2	S. 89° 14' 30" W.	0.70 "
3	S. 89° 14' 30" W.	0.00 "
4	S. 89° 14' 30" W.	0.00 "
5	S. 89° 14' 30" W.	0.40 "
6	S. 89° 14' 30" W.	0.00 "
7	S. 89° 14' 30" W.	0.00 "

PLAT
of
Exterior Lines of
U.S. SURVEY NO. 442
made under Sections 11, 12, 13, 14 and 15 of an act
of Congress entitled "An act to repeal timber
culture Laws" approved March 3, 1891 and the
regulations thereunder, for a tract of public land
known as the
TOWNSITE OF DOUGLAS

Situates on
DOUGLAS ISLAND
ON THE SOUTHWEST SHORE OF
GASTINEAU CHANNEL
Lat. 58° 17' N. Long. 156° 27' W.
Juneau Land District
TERRITORY OF ALASKA

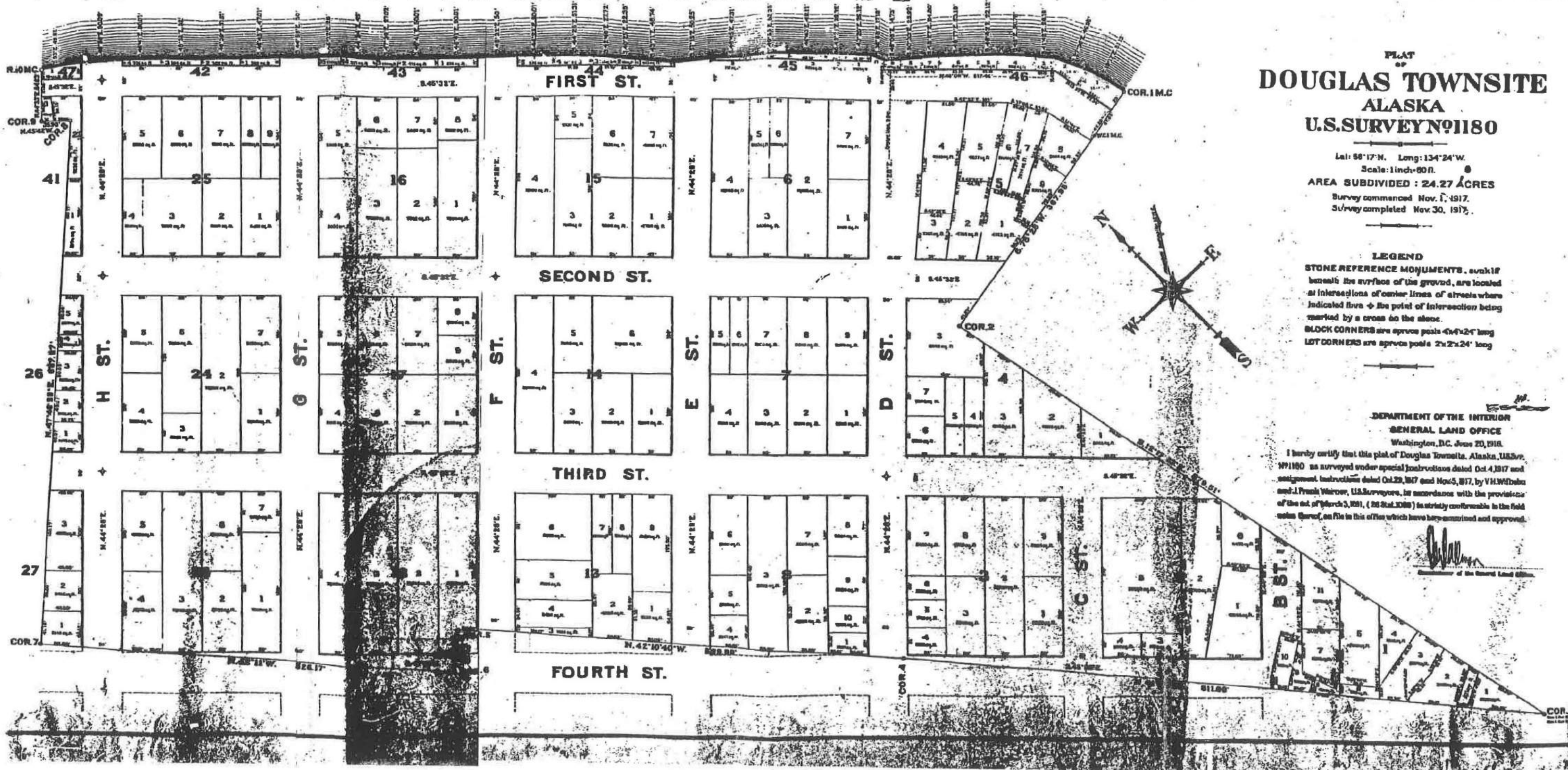
Scale: 3 chs. - 1 inch
Variation 38° 20' E.
AREA: 24.82 ACRES

As surveyed by
V. H. WILHELM
U. S. Surveyor
November 1-26, 1915 under authority of the Com-
missioner of the General Land Office, Washington
D.C. by letter dated May 18, 1915.

U.S. Surveyor General's Office
Juneau, Alaska, May 15, 1916.
The original field notes of the Survey of the
Exterior lines of the site known as the Townsite
of Douglas from which this plat was made under
my direction, have been examined and approved
and are on file in this office and I hereby certify
that they furnish such an accurate description of
said site as will, if incorporated into a patent, serve
fully to identify the premises, and such reference is
made to natural objects and permanent monu-
ments as will fix the locus thereof.
And I further certify that this is a correct plat
of said site made in conformity with said original
field notes of the survey thereof and the same is
hereby approved.

Charles Ed. Anderson
U.S. Surveyor General for Alaska

GASTINEAU CHANNEL



PLAT
OF
DOUGLAS TOWNSITE
ALASKA
U.S. SURVEY N° 1180

Lat: 58° 17' N. Long: 134° 24' W.
Scale: 1 inch = 80 ft.
AREA SUBDIVIDED : 24.27 ACRES
Survey commenced Nov. 1, 1917.
Survey completed Nov. 30, 1917.

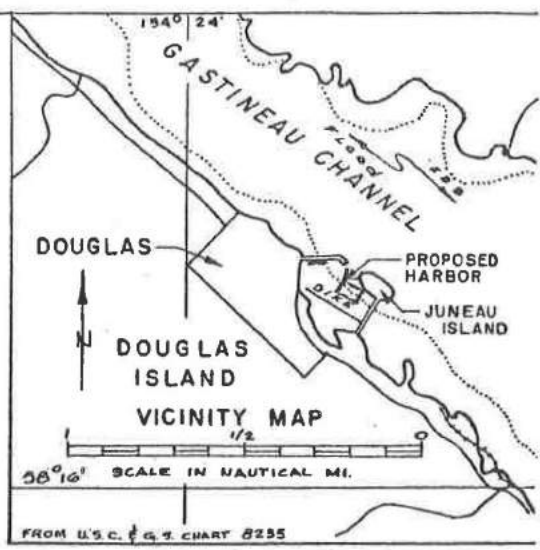
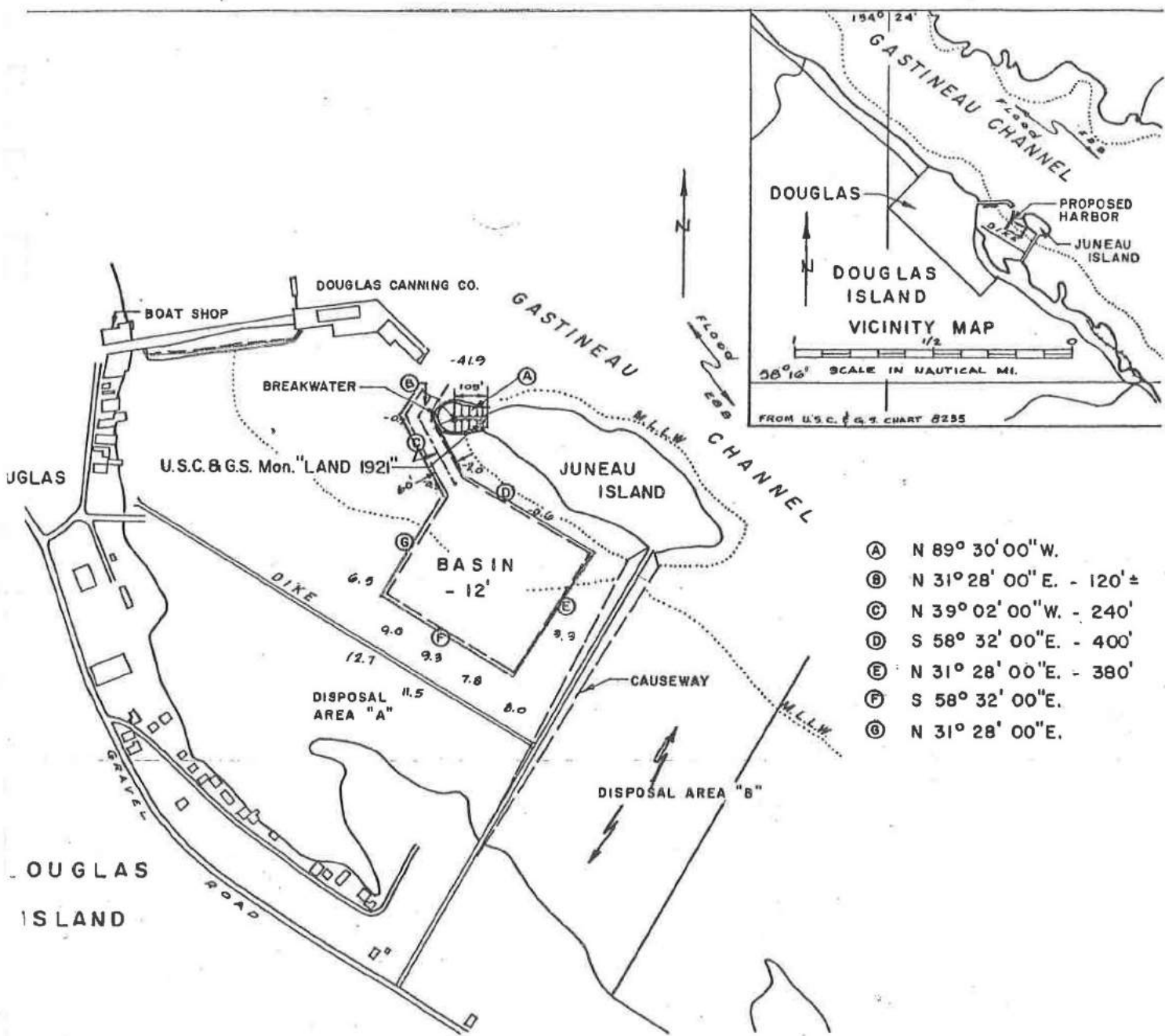
LEGEND

STONE REFERENCE MONUMENTS, such as
beneath the surface of the ground, are located
at intersections of center lines of streets where
indicated by a cross in the point of intersection being
marked by a cross on the stone.
BLOCK CORNERS are spruce posts 4x4x24" long
LOT CORNERS are spruce posts 2x2x24" long

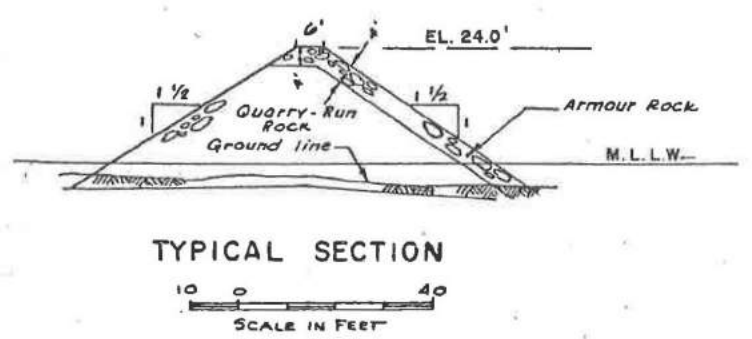
DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE
Washington, D.C. June 20, 1918.

I hereby certify that this plat of Douglas Townsite, Alaska, U.S. Survey
N° 1180 as surveyed under special instructions dated Oct. 4, 1917 and
assignment instructions dated Oct. 29, 1917 and Nov. 5, 1917, by V.H. Wadsworth
and J. Frank Warner, U.S. Surveyors, in accordance with the provisions
of the act of March 3, 1891, (26 Stat. 1088) is strictly conformable to the field
notes thereof, on file in this office which have been examined and approved.

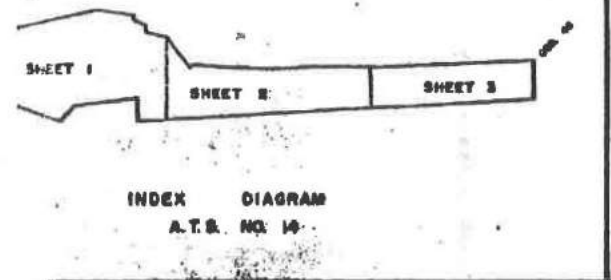
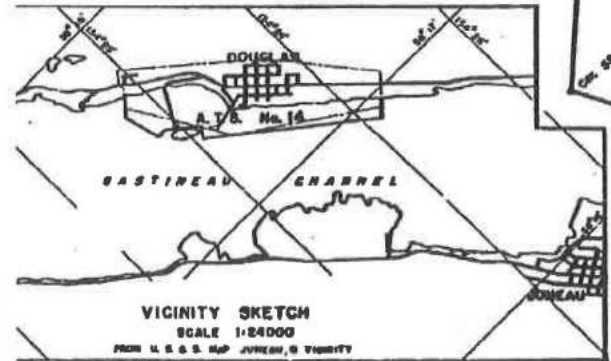
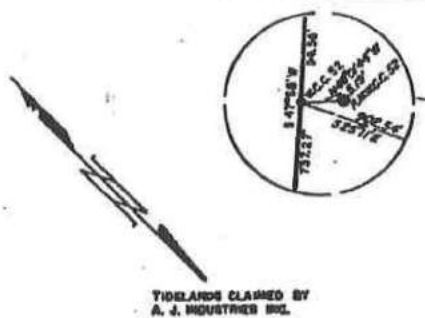
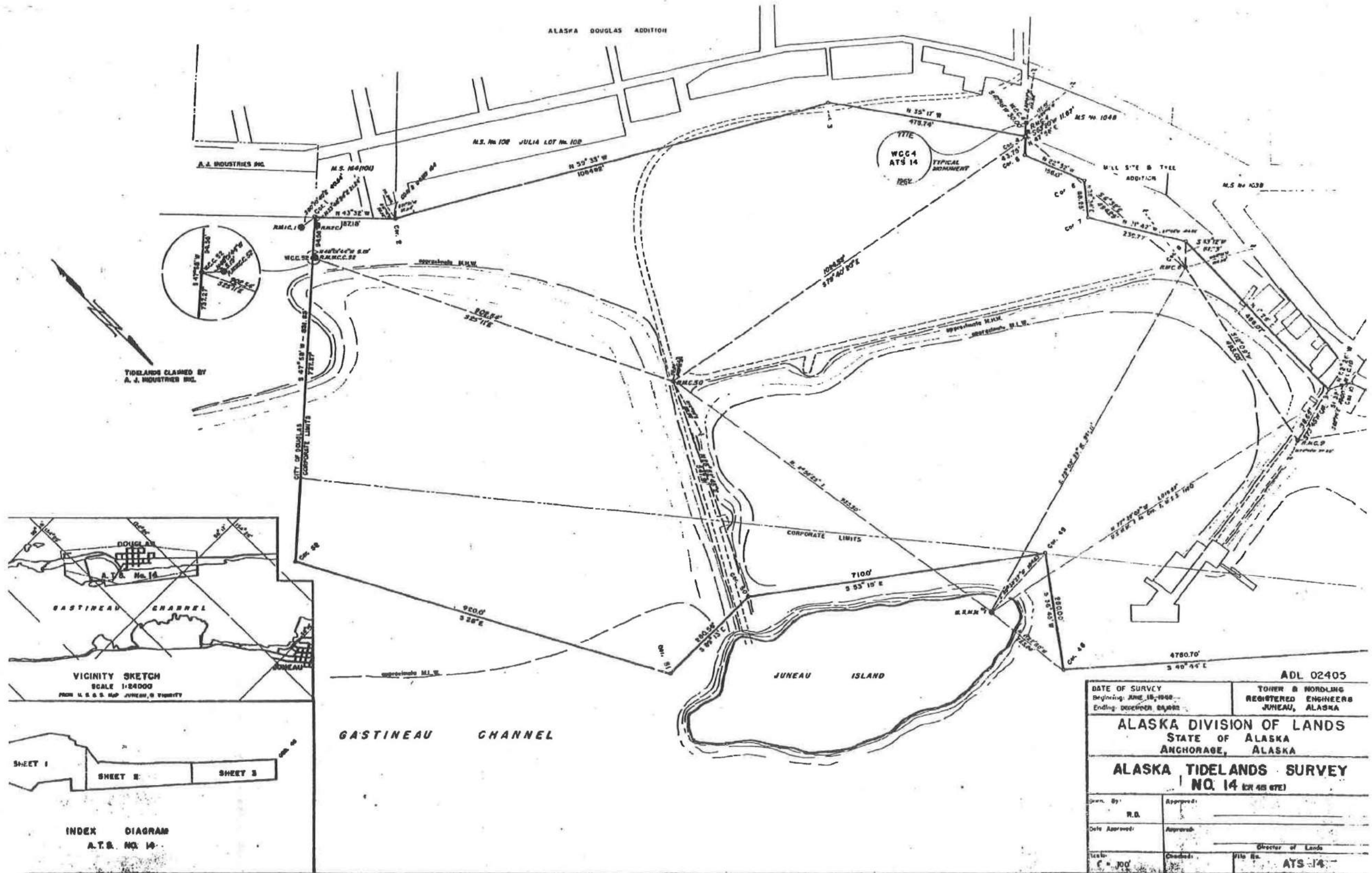
[Signature]
Surveyor of the General Land Office.



- (A) N 89° 30' 00" W.
- (B) N 31° 28' 00" E. - 120' ±
- (C) N 39° 02' 00" W. - 240'
- (D) S 58° 32' 00" E. - 400'
- (E) N 31° 28' 00" E. - 380'
- (F) S 58° 32' 00" E.
- (G) N 31° 28' 00" E.



Proposed Small Boat Harbor
 IN Gastineau Channel
 AT Douglas, Alaska
 BY U.S. Army Engineer District, Alaska
 DATE 23 August 1961

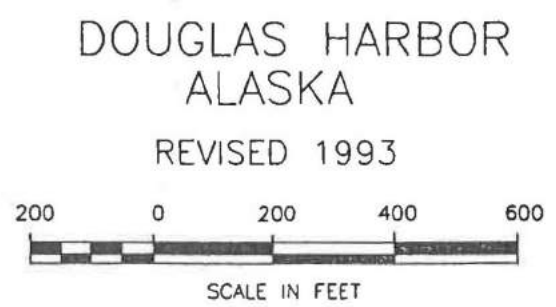
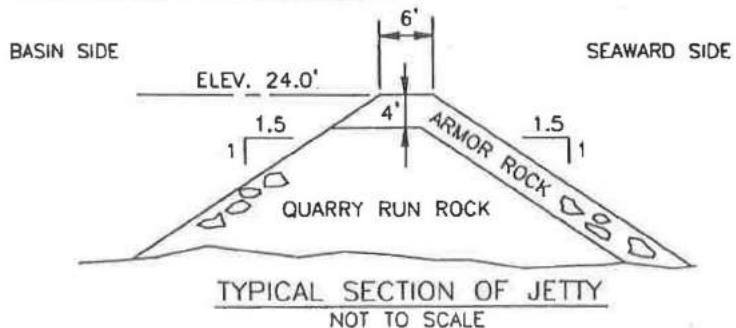
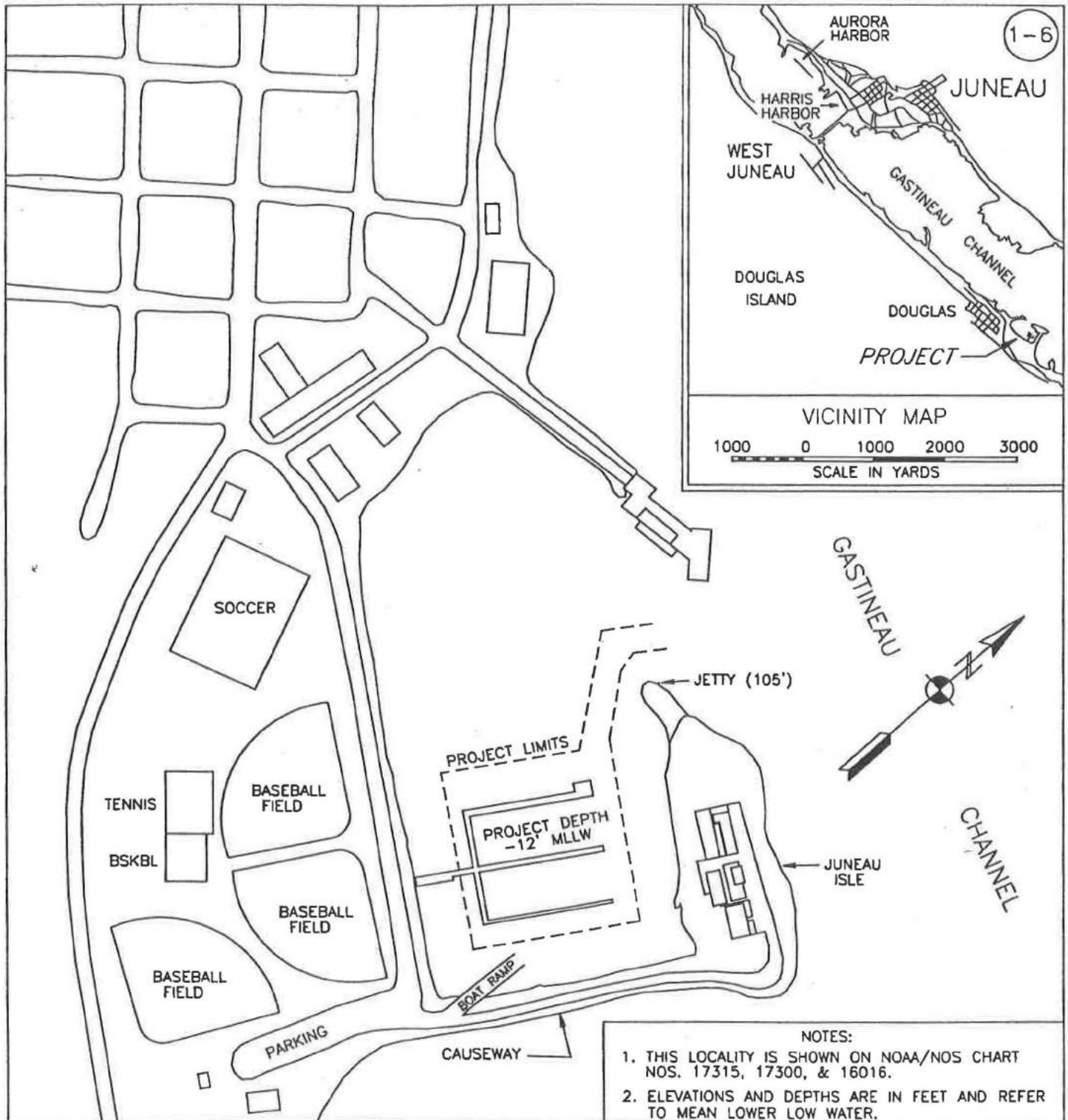


ADL 02405

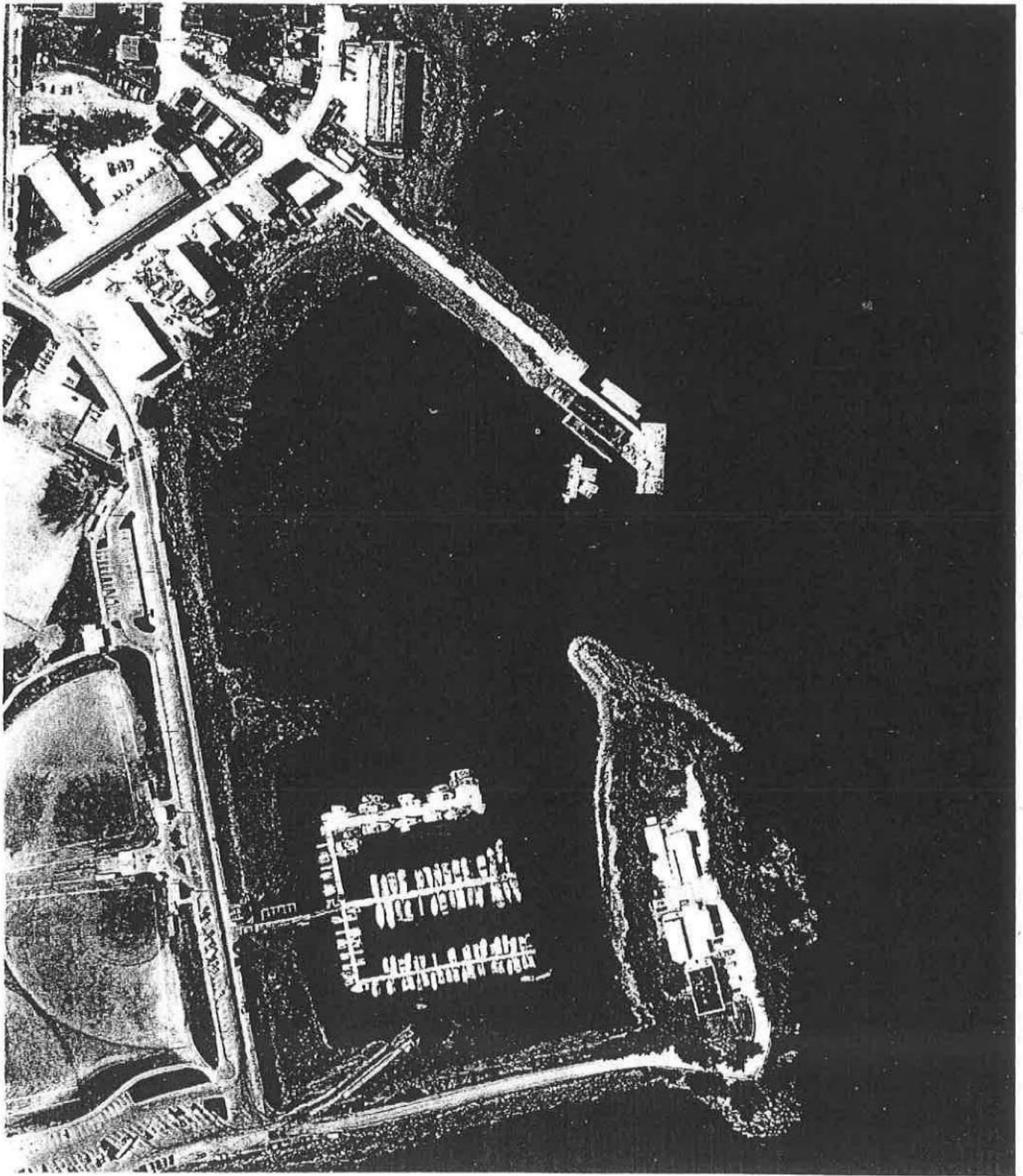
DATE OF SURVEY Beginning: JUNE 15, 1942 Ending: DECEMBER 31, 1942	TOWNSHIP & WORDING REGISTERED ENGINEERS JUNEAU, ALASKA
ALASKA DIVISION OF LANDS STATE OF ALASKA ANCHORAGE, ALASKA	
ALASKA TIDELANDS SURVEY NO. 14 (CR 401 672)	
Drawn By: R.D.	Approved: _____
Date Approved:	Approved: _____
Scale: 1" = 100'	Checked: _____
	Director of Lands File No. AT5-14

NOV 1942 SH. 1 of 3 Please file by AT5 12

1-6



DOUGLAS HARBOR



AERIAL VIEW - Photograph was taken in June 1994.

EXECUTIVE SUMMARY

In 1962, the Douglas Indian Village – a community of Tlingit Indians located on tidelands just to the south of the City of Douglas, Alaska – burned to the ground. The Village was destroyed at the direction of the City of Douglas to make way for the construction of a small boat harbor. The Juneau office of the federal Bureau of Indian Affairs, charged with looking after the interests of Alaska Natives, endorsed the destruction of the Village after disclaiming any jurisdiction over the community. Natives of the Juneau-Douglas area have long felt that the Village was destroyed illegally, in violation of federal laws. Over the years, they have made repeated inquiries to the Bureau of Indian Affairs and the Department of the Interior regarding the events of 1962. These inquiries have not produced any substantive response from the BIA or the Department of the Interior. In February 2000, the Douglas Indian Association (DIA), a federally recognized tribal government representing the Natives of the Juneau-Douglas area, requested the assistance of the Indian Law Resource Center in looking into the matter. Based upon the materials forwarded to the Center by DIA researchers, the following Report concludes that the Douglas Indian Village was destroyed in an unscrupulous manner, in violation of the federal laws of that time.

Several factual and legal conclusions can be drawn from the materials provided to the Center:

1. In 1946, the Douglas Indian Association approached the Alaska Native Service for a loan to purchase small boats for the Native fishermen of the Douglas Indian Village. Because, for insurance reasons, such a loan could not be secured without a proper harbor, the Alaska Native Service approached the City of Douglas and the Army Corps of Engineers for help in building a small boat harbor to be located directly in front of the Douglas Indian Village. The City of Douglas and the Army Corps of Engineers responded to this request with promises to a) dredge a harbor; b) use the dredged materials to backfill the tidelands where the Indian Village was located; and c) rebuild the Indian Village on the new, backfilled site.
2. In 1962, the Douglas Indian Village was destroyed and the boat harbor was

built. Rather than rebuilding the Village, the homes of the Natives were permanently destroyed and the Natives became dispersed throughout the area. Tribal members state that the Douglas Indian Association ceased functioning as a governmental entity because of the destruction of the Village. Baseball fields and parking lots now occupy the area where the Village once stood.

3. Immediately prior to the destruction of the Indian Village by the City of Douglas in 1962, confusion existed on the part of the City and the Bureau of Indian Affairs as to whether the Village enjoyed federal protection.
4. In order to settle the question of jurisdiction over the Village, the City hired surveyors and a law firm to support their assertion that the Village was located on City property and that the Native occupants were actually tenants of the City of Douglas.
5. The BIA disclaimed jurisdiction over the Douglas Indian Village after Douglas City attorneys asserted that the Village was located on City property rather than on tidelands. In the 1960's however, continuously used and occupied Native villages were federally protected enclaves, regardless of their location on uplands or tidelands. According to tribal members, the Douglas Indian Village had been continuously occupied since at least the 1880s. There could have been no mistake as to the nature of the Village as a distinct Native community pre-existing the City. The BIA thus wrongfully abdicated its fiduciary obligations to protect the rights and interests of the Native occupants of the Village.
6. The BIA's willingness to abandon the Natives may be linked to the fact that two members of the BIA's realty office were, during this time, *simultaneously* serving as members of the City of Douglas zoning commission. Although they resigned from the City zoning commission after the City was well into the process of dispossessing the Natives, City Council minutes indicate that they may have continued assisting the zoning commission in dispossessing the Natives even after their resignation.
7. City Council minutes indicate that some of the inhabitants of the Indian Village may have received some minimal compensation for the loss of their homes by the City of Douglas.
8. The BIA and Douglas City records from the era that were forwarded to the Center do not indicate whether the Douglas Indian Association or the Alaska Native Brotherhood were ever consulted by City or federal officials regarding the destruction of the Douglas Indian Village. The records do

indicate that proper condemnation proceedings were probably not followed by the City of Douglas.

The Bureau of Indian Affairs thus abandoned its legal duty to protect the rights of the Native occupants of the Village. In the absence of any other explanation from the Bureau – despite years of repeated inquiries from tribal members – the BIA’s abandonment of its fiduciary obligations in 1962 can be explained only by reference to the unethical nexus between the BIA realty office and the City of Douglas zoning commission during that time period.

Recommendations

The Native community of the Juneau-Douglas area believes that in 1962 a gross injustice was done – an injustice that remains unresolved and unaddressed by an ambivalent BIA. The DIA has forwarded to the Center historical documentation, dating from 1946 to 1977, which details the events surrounding the destruction of the Village. These documents support the Tribes’ contention that the Village was destroyed in violation of the federal laws of that time. However, large gaps in the information remain. In order to resolve this long-standing legal concern and to gain a measure of justice and closure for the DIA and the Native community of the Juneau-Douglas area, the Indian Law Resource Center offers the following recommendations.

- The Bureau of Indian Affairs should sponsor an investigation into the destruction of the Douglas Indian Village in 1962 to definitively determine whether BIA personnel colluded with the City Council of Douglas to unlawfully dispossess the Native occupants of the Village. If it is the BIA’s position that no collusion took place, then it must explain its rationale for abandoning the Natives of the Douglas Indian Village.
- If the investigation does not reveal any legitimate reason for the BIA’s abandonment of the Natives of the Douglas Indian Village, then the BIA should take immediate action

to remedy this breach of its basic legal obligations. The Center recommends that the BIA facilitate the transferral of either the BLM facility located on Mayflower Island, or the Mayflower School building, to the DIA for its use as a tribal headquarters as has long been requested by the DIA.

- The City of Juneau must open its records for the investigation and participate fully in resolving this matter. The materials forwarded to the Center indicate that the legal procedures followed by the City of Douglas (now merged with the City of Juneau) to destroy the Village were not comparable to the procedures that would have been followed had the occupants of the Village been non-Indian.
- If the BIA and the City of Juneau are unwilling to fully explain their roll in the destruction of the Douglas Indian Village, and are unwilling to take steps to resolve the matter in the interest of basic justice, then the DIA can pursue lawsuits against both entities for violating the civil rights of tribal members.

Details of the events of 1962 may have faded from the immediate memory of BIA and City of Juneau bureaucrats, but for the Native people of the Juneau-Douglas area, the unresolved destruction of the Village is an acutely remembered insult. The lack of meaningful response from the BIA after years of inquiries from the community deepens these perceptions. The Bureau of Indian Affairs and the City of Juneau must now take steps to acknowledge and remedy this injustice so that it does not continue to sow mistrust and inhibit constructive relations between the diverse peoples of Juneau.

REPORT

Part I. Dispossession

Introduction

The Tlingit of Southeast Alaska have long defended the rights of their peoples against the overreach of the federal and state governments. Many of the early judicial decisions in which Alaska Natives attempted to defend their rights originated in Southeast Alaska and were brought to the courts by the Tlingit people.¹ The Douglas Indian Association (DIA), a federally recognized tribe of Tlingit Indians located adjacent to Juneau, has requested the assistance of the Indian Law Resource Center in evaluating a long-standing legal claim. The Center presents this Report to the DIA in the hopes that it will aid the DIA in its mission to defend the rights of its members and to operate effectively as a modern tribal government.

The Douglas Indian Association adopted its constitution and by-laws in 1941, pursuant to the Indian Reorganization Act.² The Association was based in the City of Douglas, which has since merged with the City and Borough of Juneau. Until 1962, the DIA gave voice to and protected the interests of Douglas-area Natives. The primary objectives of the DIA tribal government, as stated in its constitution, were to “promote [Tlingit] welfare through the development and operation of economic and social enterprises”; to protect Native interests in lands and waters and other assets of the Association; and to preserve Native culture and customs.³ The Preamble of the DIA Constitution states that Douglas-area Natives share “a common bond of occupation in Arts and Crafts, and the Fishing Industry, including the catching, processing and sale of fish, and the building of fish boats and equipment.”⁴ Thus, prior to 1962 the DIA functioned primarily to represent the interests of Douglas-area Natives as a people tied to the fishing industry in their relations with the Federal and Territorial governments.

In 1962, the City of Douglas bulldozed and burned between ten and twenty

homes and other structures belonging to the Tlingit people living on the tidelands just to the southeast of Douglas to make way for a boat harbor. These actions were undertaken unilaterally, with little or no compensation to Tlingit property owners and apparently with no judicial hearing and no plan at all regarding the Natives who were to be made homeless due to the City's actions. These homes formed a Tlingit village, continuously occupied since at least the 1880's.⁵ Tribal members state that the destruction of the Douglas Indian Village, and the consequent dispersal of its inhabitants throughout the Juneau area and elsewhere, effectively terminated the existence of the DIA tribal council as a functioning governmental body until the 1990s.⁶

In May of 1994, Douglas-area Natives withdrew from the Southeast Alaska Self-Governance Compact administered by the Central Council of Tlingit and Haida Indian Tribes, and re-activated the existence of the DIA as a distinct IRA tribal government.⁷ The DIA is now a P.L. 93-638 contractor servicing a growing Native population.⁸ The DIA administers contracts in the following areas: higher education; aid to tribal government; social services; Indian Child Welfare Act; and adult vocational training. The DIA has an ambitious governing agenda which includes contracting for subsistence management in the Taku River watershed; establishing programs for teaching children the Tlingit language; building a cultural center; promoting the academic achievement of tribal members; assessing tourism and other possibilities for economic development; establishing a DIA housing authority; and fostering guardianship over lands and natural resources.⁹

In February of 2000, members of the DIA Tribal Council first met with Indian Law Resource Center staff in Anchorage. At this meeting and at meetings which took place over the course of two years, the DIA made clear that its tribal members wanted to resolve the issues surrounding the destruction of the Douglas Indian Village in 1962 in order to close a painful chapter of their history and move forward as a community.

The Indian Law Resource Center has over the course of two years conducted extensive legal research, met with the Douglas Indian Association Tribal Council on six occasions and with Juneau BIA officials on one occasion, teleconferenced with Council members on numerous occasions, and analyzed historical documentation in its evaluation of the Douglas Indian Association's legal concerns. A debt of gratitude is owed to the members of the Douglas Indian Association for their assistance with the preparation of the Report, and in particular to Henry Stevens who provided the original historical documentation upon which this Report is based.



Henry Stevens, Council member of the Douglas Indian Association, stands in front of the Douglas small boat harbor. Dredging operations can be seen in the background. December 2001.

Legal and Historical Background

Although important portions of information remain missing regarding the destruction of the Douglas Indian Village and its aftermath, the existing documents from the era that have been forwarded to the Center by the DIA support the Tribe's long-held impression that the Natives of the Village were removed and their houses and personal property destroyed in violation of federal law.

The materials forwarded to the Center indicate that the Douglas Indian Village had existed since at least the late 1880's and that federal and state officials were aware of the Village as a distinct Native community. Indeed, the very name by which federal and state authorities referred to the community -- the "Douglas Indian Village" -- indicates that the non-Indian community understood the Village as a distinct, permanent community of Alaska Natives. The photos at the beginning of this Report represent the Douglas Indian Village in the late 1800's and early 1900's. Two other photos depict Douglas area Natives in the late 1880's in front of a Douglas church and a school.¹⁰ Historical letters and materials dating back to 1899 indicate that Natives from the Douglas-Juneau area requested -- on several occasions -- federal protection from non-Indian encroachment through the establishment of a reservation. "We find our country Alaska over run by white men who have crowded or driven the Indians from their fishing grounds, hunting grounds, and the places where their fathers and grand fathers have lived and been buried."¹¹

Federal Laws Protect Native Lands Actually Used and Occupied

Although Department of Interior officials never established a reservation as requested by the Natives, federal laws were in place well before the destruction of the Douglas Indian Village which did protect Native lands from non-Native

encroachment. The 1884 Organic Act established civil government and extended U.S. mining laws to the Territory of Alaska.¹² The Act extended federal protection to Natives in their possession of lands actually used and occupied, including tidelands.¹³ In the 1950s and 1960s two more statutes were enacted which bolstered the Organic Act's protection of Native lands like the Douglas Indian Village. In 1957, the Tidelands Act was passed, giving to the Territory of Alaska "all the right, title, and interest of the United States in and to all lands within the Territory of Alaska. . . lying offshore of surveyed townsites in the Territory, between the line of mean high tide and the pierhead line . . . *except* any land which, on the date of approval of this Act, is held, or any land in which, on the date of approval of this Act, any interest is held, by the United States for the benefit of any tribe, band, or group of Indians, Aleuts, and Eskimos or for individual Indians, Aleuts, and Eskimos."¹⁴ In 1958, the Alaska Statehood Act was passed.¹⁵ In Section 4 of the Statehood Act, the state of Alaska forever disclaims the right or title to any lands or other property, including fishing rights, held by any Indians, Eskimos, or Aleuts or held by the United States in trust for said Natives; and that such lands or property shall be and remain under the absolute jurisdiction and control of the United States, except when held by individual Natives in fee without restrictions on alienation.¹⁶

By the time of the destruction of the Village, the federal courts had also indicated that Alaska Natives possessed their lands pursuant to federal law and federal protection. In 1959, the U.S. Court of Claims decided *Tlingit and Haida Indians of Alaska v. United States*.¹⁷ The Claims Court held that the United States, in establishing the Tongass National Forest and Glacier Bay National Park, as well as setting aside lands for the Metlakahtla Indian Reservation, effected a taking of Tlingit and Haida aboriginal land without compensation.¹⁸ In reaching this decision, the Claims Court held that the use and occupancy rights of the Tlingit and Haida had *not* been extinguished by the 1867 Treaty of Cession between Russia and the United States.¹⁹

Finally, in 1960 a Department of Interior Solicitor's Opinion – written in response to questions concerning the title status of the tidelands comprising the Juneau Indian Village on the *other* side of the channel from Douglas – reiterated that it was the consistent policy of Congress, as evidenced by numerous legislative enactments, to reserve and protect lands occupied by Natives in Alaska until such a time as Congress determined “the legal merits of the indigenous rights” relating to Native use and occupancy of lands in Alaska.²⁰

By 1960, therefore, it was established that (1) aboriginal title was not extinguished by the 1867 Treaty of Cession, and (2) that Native villages that had been continuously used and occupied enjoyed federal protection until such a time as the exact nature and final disposition of Native land rights could be determined. The officials at the Bureau of Indian Affairs were therefore well aware of their legal obligation to protect Native lands even as they facilitated the destruction of the Douglas Indian Village.

A Small Boat Harbor is Planned for the Use of the Douglas Indian Village

The events leading to the destruction of the Douglas Indian Village can be reconstructed from correspondence and other materials from that era. In the 1940's the Douglas Indian Association was concerned primarily with the economic health of tribal members in the Douglas area. In 1946, the DIA approached the federal government for a loan “for the purpose of making individual loans to worthy Douglas Native members” who would use the money to purchase fishing boats and other equipment.²¹ The loan could only be secured, however, if it could be demonstrated that each boat would be insured. Such insurance could not be obtained unless the boats were moored in an adequate harbor.²² The Alaska Native Service, a federal agency, approached the U.S. Engineer Department with the idea of building a small boat harbor for the benefit of the Natives of Douglas:

The Douglas Native Village is a series of dilapidated shacks which are located at random on the beach south of Douglas and need complete rehabilitation. The City of Douglas has acquired 26 quonset huts for temporary Veteran housing and the Douglas City Council has agreed to assign these huts for improvement of the Native village after the present housing shortage subsides. We are advised that certain dredging will be required in connection with the proposed Douglas boat harbor and by the dredging deposits being backfilled on the beach adjacent to the harbor site, a new and suitable village site will be established. The City of Douglas has been assisting in making plans for a satisfactory Native Village site and has advised they will assign the proposed filled area for this purpose. Therefore, the building of the harbor will indirectly provide these other needed and very beneficial improvements for the betterment of the welfare of the Douglas Natives and the City in general. We sincerely hope and strongly recommend that the proposed Douglas small boat harbor project will be approved.²³

This letter from the Alaska Native Service contains two striking pieces of information: (1) the boat harbor for which the Douglas Indian Village was eventually destroyed was originally intended for the use and benefit of Douglas Natives; and (2) the Douglas Indian Village was clearly understood to be located "on the beach," or on tidelands, outside and to the south of the City of Douglas. As the letter indicates, the 1946 plan for the harbor had been to dredge the area between the beach and Mayflower Island (Juneau Island), use the dredged materials to create a solid, filled-in area on the tidelands where the Douglas Indian Village was located, and replace the existing Native structures with the City's quonset huts for the use of DIA tribal members. The location of the Indian Village in relation to the townsite of Douglas is confirmed by the maps at the front of this report. The uplands upon which the City of Douglas is located were platted in 1915 and in 1917 pursuant to the non-Native 1891 Alaska Townsite Act.²⁴ It is clear from these plats, as well as from a 1961 Army Corps of Engineers map, that the Douglas Townsite did not include the tidelands area between Mayflower Island and the southern shore of Gastineau Channel, where the Douglas Indian Village was located.²⁵



The Douglas small boat harbor as it looks today, with Mayflower Island in the background. December 2001.

A 1955 Report to Congress by the Army Corps of Engineers confirms that the Natives were to have received new housing on the area created by the deposition of dredging spoils. “Benefits for [the Douglas Harbor construction project] would accrue principally from elimination of damages and abnormal maintenance costs for fishing and other boats; increased fish catch by eliminating lost time by present boats and making possible the use of larger, more efficient boats by native fishermen . . . and improvement of native health and living conditions through using for housing sites the new land created by deposition of dredging spoil.”²⁶ The Report goes on to state, “A public hearing was held . . . at Douglas on June 26, 1946The city of Douglas proposed that material dredged from the basin be deposited on shore adjacent to the basin to create new land which could be used for rehabilitation and relocation of the local native village.”²⁷ Although the harbor was eventually built, the Native occupants of the site were not taken care of as originally planned. Instead, their homes were razed and burned and

the inhabitants became dispersed. The filled-in tidelands are now baseball fields and parking lots.

U.S. Sues to Protect Native Tidelands on the Other Side of Gastineau Channel

In 1961, the U.S. brought suit on behalf of the Tlingit Indians of the Juneau Indian Village -- located on the other side of the channel from the Douglas Tlingits.²⁸ The U.S. filed suit to quiet title in favor of the Juneau Natives to tidelands claimed by the city of Juneau. The federal district court held that although the Indians had a legally valid claim to their lands under the 1884 Organic Act, the 1957 Tidelands Act, and the 1958 Statehood Act, their claim must fail factually because they were not able to demonstrate continuous use and occupancy of the tidelands in question.²⁹ An appeal was not pursued in the case, although later action was taken in Congress to demarcate certain land in the area under the Alaska Native Townsite Act.³⁰ Theoretically, the Juneau case would have provided strong support for the DIA had the Tribe brought such a case, and had they been able to prove continuous use and occupancy of their village site. No equivalent case was brought for the DIA, however, and the Douglas Indian Village was burned soon after the Juneau Indian Village case came to its conclusion.

In a 1995 legal memorandum from Roger Hudson of the Department of Interior, Regional Solicitor's Office, to the Juneau area office of the Bureau of Indian Affairs, Mr. Hudson states that the claims of the DIA to ownership of the tidelands in question could not have been strong due to the fact that the federal government never filed a law suit similar to the Juneau-side law suit. As stated in the memo,

[I]t should be noted that the United States actually brought suit on behalf of the Indians' claims to tidelands just across the Gastineau Channel in Juneau during the very same time period, and that the federal court in that case upheld the applicability of Section 8 of the

Alaska Organic Act of 1884 It seems unlikely that the United States Attorney would have failed to bring the case on behalf of Douglas Natives only a few miles away in the same time period if their claim had been as strong. Unfortunately, the information furnished for my review does not really explain the basis for BIA Area Director Hawkins' November 24, 1961 letter, informing the Douglas City Attorney that the BIA did not believe it had any jurisdiction over the Indian-owned improvements in question. However, the correspondence certainly does establish that the issue was not overlooked in an era when lawsuits were being filed to vindicate Indian occupancy rights in the same locality.³¹

Documents forwarded to the Center, however, indicate a likely reason why no action was taken to protect the personal and real property of the Douglas-area Natives. These documents indicate at the very least the appearance of a gross conflict of interest on the part of the BIA at that time, and at worst, a scheme between the BIA and the Douglas City Council to dispossess the Natives of Douglas in violation of federal law.

The Destruction of the Douglas Indian Village

The City Begins the Process of Gaining Title to the Tidelands and Contacts the BIA

Beginning in 1960, documents and correspondence reveal a series of actions undertaken by the City Council of Douglas and the Bureau of Indian Affairs to destroy the Douglas Indian Village and build a boat harbor for the benefit of the City. On November 14, 1960, Douglas City Mayor William Boehl submitted to the Alaska State Division of lands a "Tidelands Application" for title to the "tide and submerged lands adjacent to the City of Douglas, as described on the preliminary plat of survey attached hereto."³² Pursuant to the Tidelands and Statehood Acts, all the right, title and interest of the United States in Alaska tidelands passed to the State of Alaska, with the exception of Indian occupied lands and tidelands. The municipality of Douglas, therefore, was required to apply to the State for title to the

tidelands adjacent to the City.

An internal memorandum of the State Division of Lands identified several critical flaws with this original tidelands application, including: (1) the lack of a legal description of the tidelands requested; (2) the lack of any indication of where the mean high and low tides were located; and (3) the absence of any listing of names of adjacent owners or claimants.³³ It would be three years before these and other deficiencies were settled to the satisfaction of the State Division of Lands and title to the tidelands was purportedly transferred to the City of Douglas. Even then, however, a cloud would remain over the title. As of 1977, the last year for which the Center has documentation regarding the tidelands in question, the Army Corps of Engineers also claimed title to the area.³⁴ The Natives of the Douglas area claim title to the same tidelands to this day.

Perhaps in response to the State Division of Lands requirement that adjacent owners or claimants be listed, the City contacted the Bureau of Indian Affairs regarding the status of the "Native Village in Douglas." On July 19, 1961, in response to the City's inquiry, Charles H. Jones of the Bureau of Indian Affairs Area Realty Office wrote a letter to Mayor Boehl.³⁵ Mr. Jones described in this letter 10 houses comprising the "Native Village in Douglas" and listed the names of the occupants of the houses. The letter does not shed any light on the subject of land title (aboriginal vs. fee title), but it does state that a Mr. Robert Shoppert, who lived in house #5, "claims that he received a deed to his house in 1947 which is properly recorded." The letter also states that house #1 "is supposed to be owned by the Alaska Native Brotherhood, Camp #3."³⁶ The last sentence of the copy of the letter forwarded to the Indian Law Resource Center has been blacked-out.

At the time BIA realty officer Charles Jones wrote this letter to Mayor Boehl, he was also a member of the City of Douglas Planning and Zoning

Committee.³⁷ Charles Jones thus worked *simultaneously* for the BIA realty office and the City of Douglas Zoning Committee. Working for both the BIA and the City regarding the Douglas Indian Village was an obvious and gross conflict of interest that has never been explained or even acknowledged by the BIA, despite years of inquiry from tribal members. In the absence of any other explanation from the Bureau of Indian Affairs, this conflict of interest would seem to lie at the heart of why the BIA abandoned the Natives of the Douglas Indian Village in 1962.

The Army Corps of Engineers Requires Fee Title and Easements: Transfer from the City of Douglas vs. Interagency Land Management Transfer

During this time period, the City contacted the Army Corps of Engineers to actually build the planned boat harbor. In order to award contracts and begin construction, the Corps required from the City an assurance of local cooperation. For the Corps, this meant a “resolution duly passed and signed by the Mayor providing that the City of Douglas will furnish without cost to the United States necessary lands, easement, and rights of way, and spoil-disposal areas both for new work and subsequent maintenance; [including] . . . (1) fee title to all sites for permanent structures; (2) permanent easement for right of way for the waterway improvements . . . ; (3) permanent easements for permanent disposal areas, where such areas are required for future maintenance work; . . . (5) agree to provide and maintain, without cost to the United States, necessary mooring facilities and utilities including a public landing . . . ; and agree to hold and save the United States free from claims for damages due to construction and maintenance of the project.”³⁸ Furthermore, the Corps demanded that the City provide a “legal opinion of the City Attorney, setting forth his qualifications, showing the City of Douglas has the statutory authority to bind itself in all respects set forth in the Assurance Resolution.”³⁹ The Corps of Engineers knew of the previous plans to build a boat harbor for the benefit of the Natives, as is indicated by its Report to Congress in 1955. The Corps, being a federal agency, also knew that Native villages in Alaska

were federally protected enclaves and that the State did not have the authority to transfer lands out from under the Douglas Indian Village.

Although the City had just begun its application process to gain title to the tidelands from the Alaska State Division of Lands, and was years from gaining any sort of "legal" title to the area, it passed an assurance resolution obligating the City of Douglas to furnish to the United States of America without cost necessary lands, easements, and rights of way and spoil-disposal areas relating to the Douglas small-boat harbor project.⁴⁰ With this resolution the City of Douglas represented to the Army Corps of Engineers that it had the legal power to transfer fee title and easements to all the lands and tidelands necessary for completion of the small-boat harbor project to the Corps. This would of course include the tidelands upon which the Douglas Indian Village was located.

The Corps, however, knew that the City had just begun the process of obtaining the tidelands from the state. In its letter to the City asking for an assurance resolution and an attorney's opinion, the Corps makes a friendly suggestion to the City: "We are advised by the [Alaska] State Department of Public Works that title to the tidelands involved in the harbor construction has not passed to the City of Douglas, and the State may grant jurisdiction of the required areas to the United States by Interagency Land Management Transfer. This will, of course, obviate the necessity for your obtaining the permit which you were previously advised would be required."⁴¹

Rather than simply letting the State transfer the tidelands directly to the Corps, the City continued with its representations that it did indeed have the power to transfer fee simple interest in lands, as well as permanent easements, to the Corps for the construction of the harbor. In a July 28, 1961 letter from Douglas City attorney R.J. Annis to Thomas E. Smith, Chief, Real Estate Division, U.S. Army

Engineer District, Alaska, Mr Annis cites various state statutes and concludes, "In my opinion, the City of Douglas has full authority to bind itself with respect to all commitments set forth in the resolution."⁴² Importantly, Mr. Annis does not mention that the City did not actually own the area it was purporting to transfer to the Corps, cites no federal laws, does not mention the Douglas Indian Village, and does not mention that the City had contacted the BIA to determine the jurisdictional and title status of the Village. Attorney Annis apparently misrepresented to the Army Corps of Engineers the legal authority of the City of Douglas to transfer a property interest in the tidelands to which it clearly held no title.

A letter from Acting Division Chief Henry Martin of the Corps, dated September 7, 1961, to Mayor Boehl seems to be an attempt to ensure that the Corps would obtain the necessary legal control over the lands and tidelands to enable construction and maintenance of the harbor, in light of the City's apparent confusion regarding the transfer of title to the area. In this letter, the Corps asks the City for an easement for the area behind the existing dike up to the 24-foot contour. The letter states, "[A]s shown in the pertinent drawings, a large portion of the easement will be superimposed upon the tideland area above the mean high high [sic] water line which will be conveyed by the State of Alaska."⁴³ Although the State of Alaska was going to transfer most of the area in question directly to the Corps of Engineers via an Interagency Land Management Transfer, it appears that the Corps decided to cover itself by also obtaining from the City an easement to much of the same area as well as a small amount of additional tideland, thereby ensuring local cooperation and Corps control over the tidelands in question, whether by Interagency Land Management Transfer or a permanent easement from the City of Douglas. The letter from Acting Chief Martin states, "For your use and information, we have prepared and inclose for execution a proposed form of easement, together with a revised set of drawings, which we deem sufficient to accomplish the intent and purpose of the Assurance Resolution."⁴⁴ On September

11, 1961, the City passed a resolution granting the easement.⁴⁵ In the meantime, the Corps had begun the Interagency Land Management Transfer process with the State Division of Lands.⁴⁶

To compound the confusion of processes, on September 15, 1961, the State Division of Lands wrote to Mayor Boehl informing him of the request of the Corps for the direct transfer of lands via the Land Management Transfer. The letter informs the City that the tidelands in question are within the incorporate boundaries of the city, and that the State Division of Lands “maintains a policy that before conveyance of tidelands located within the incorporate boundaries of a city are to be conveyed, concurrence of that city is required.”⁴⁷ The letter then asks for such a concurrence from the City. In a letter dated September 26, 1961, Mayor Boehl sent the city’s concurrence to the Alaska Division of Lands.⁴⁸

The State Division of Lands Transfers the Tidelands to the Corps of Engineers

On October 2, 1961, the state Division of Lands transferred to the Army Corps of Engineers three tracts of land for the construction of the Douglas small boat harbor by means of Interagency Land Management Transfer. The first tract is described as, “ A tract of land located on *tideland* adjacent to and between the Townsite of Douglas on Douglas Island and Juneau Island . . . containing 17.65 acres, more or less.”⁴⁹ This tract of land appears to have encompassed the Douglas Indian Village, and was clearly outlined in Alaska Tidelands Survey map #14, dated December 26, 1962.⁵⁰ The two other tracts of land comprise the tidelands to the north of the proposed harbor. The state Division of Lands therefore transferred the tidelands to the Corps prior to settling the question of aboriginal use and occupancy.

The City Removes the Natives with the Complicity of the BIA

During this time the City was actively preparing for the destruction of the Indian Village. The minutes of the Douglas Common Council held on September 25, 1961, refer to a report from the "Fire and Water Committee" stating that the Fire Department must be notified "when houses are ready for burning in Village area."⁵¹ Finally, the minutes state, "In order to get someone to remove the ANB quonset, an ad on the 'Billboard of the Air' to read 'Quonset to be removed as is. Contact Douglas City Clerk's Office,' was to be put on the air."⁵² No mention is made in the minutes that have been forwarded to the Center of any consultations or any attempt to consult with the Alaska Native Brotherhood or the Douglas Indian Association.⁵³

Also on September 25, 1961, two members of the City of Douglas Planning and Zoning Commission submitted letters of resignations -- Charles Jones and A.W. Bartlett.⁵⁴ The letter from Charles Jones states, "Due to a conflict of interest between my official duties as Area Realty Officer of the Juneau Area Office of the Bureau of Indian Affairs, and the business affairs for the City of Douglas, I do hereby resign effective today from the Douglas Planning and Zoning Commission."⁵⁵ A.W. Bartlett also cites a conflict of interest, but does not specify the source of the conflict. Later City Council minutes indicate that Bartlett too worked for the Department of the Interior.

During the City Common Council meeting on October 6, 1961, the Jones and Bartlett letters of resignation were read to the Council, as was a letter from the acting Area Director of the BIA regarding the Douglas Village dated October 4, 1961.⁵⁶ Unfortunately, the Center does not have a copy of the BIA letter to the Douglas City Council. The minutes go on to say,

Mayor Boehl reported that he had taken the letter from the

Bureau of Indian Affairs to Attorney Annis, and Mr. Annis had mentioned several points that he would include in a written opinion, some of which were that authority to adopt uniform codes had been passed since the statute referred to in the letter; that the tideland proof[?] would be up to the Bureau of Indian Affairs; that the City has the right to condemn for health reasons; and that squatting on Federal or city land is not permitted. It was suggested that some nominal payment should be considered to reimburse those dispossessed.

Of those in the village area Mr. Cook had asked additional time to remove his belongings. The Welfare Dept. had requested for Mary Marshall permission for her belongings to be removed. Mr. Schoppert would be willing to do so, if given written permission by the City.

In regard to the resignations of Charles Jones and Bill Bartlett, Mayor Boehl had discussed the matter with Attorney Gary Thurlow, who would inquire of the Solicitor to what extent Jones and Bartlett might be allowed to serve, either as advisory or on leave of absence.⁵⁷

Jones and Bartlett were both working for the Department of Interior at the same time that they were members of the Douglas City Zoning Commission. It is also obvious from the minutes that Jones and Bartlett may have continued with their efforts to destroy the Douglas Indian Village even after their resignation from the zoning commission.

Between October 4 and November 21, 1961, documents and correspondence between the Douglas City Council, its attorneys, and the BIA, discuss the Douglas Indian Village and indicate a serious concern with whether the Village was located on tidelands or uplands. The distinction makes no legal sense, however, because the 1884 Organic Act, the 1957 Tidelands Act, and the 1958 Statehood Act protected Native possession of lands actually used and occupied, as well as those lands held in trust for the Natives by the United States, regardless of the location of such lands on tidelands or uplands.⁵⁸ This legal conclusion is confirmed by the 1962 federal district court decision regarding the claims of Natives to tidelands just on the other side of the Gastineau Channel. That case states, "It is well settled in

Alaska that the Indian right of occupancy preserved by the Act of 1884 applies to tidelands as well as other lands.”⁵⁹



Another view of the Douglas small boat harbor, looking southeast, with the causeway in the background. December 2001.

Despite the laws protecting Native villages, the City of Douglas and the BIA exchanged a series of letters dealing with the issue of whether the Village was located on uplands or tidelands. The City hired a surveying firm with the intent of proving the Village was located on uplands.⁶⁰ As stated bluntly in the City Council minutes of October 30, the City hoped “to establish that the buildings are located on uplands rather than tidelands, in which case the Bureau of Indian Affairs would have no interest in them.”⁶¹ According to DIA tribal members and documents from that time, with this survey the City of Douglas tacked the Douglas tidelands onto

property once owned by the Treadwell mining corporation, which was forfeit to the City of Douglas for nonpayment of taxes in the 1920's. The uplands could therefore be construed as City property. In this case, the distinction between tidelands and uplands makes sense, but only as a weak justification for dispossessing the Natives – a justification not in keeping with the federal laws of that time.

A 1961 legal opinion from Attorney Nordale in Juneau to the City Council explains the legal concept of “accretion,” and concludes that the Douglas Indian Village was no longer located on the tidelands because they had become uplands due to accretion. Accretion is defined as “the gradual and imperceptible accumulation of land by natural causes.”⁶² Attorney Nordale wrote to the City of Douglas the following legal opinion:

[The Toner and Nordling survey of the tideland] indicates that, with the exception of one small outbuilding, all the houses lie above the mean high water line. They therefore are not located on the tide land. . . . It appears that the change, if any, in the line of mean high water has been caused by either the natural rise of the Pacific Coast or the gradual deposit of sand washed from dumping areas lying south of this particular area, or both. From a discussion with several long time residents of Douglas, it appears that this building-up has been over a long period of time and very gradual. . . . It is a well known principal that accretion arising either naturally or because of some human agency which is, nevertheless, slow or gradual and imperceptible to the eye at any given moment becomes a part of the upland. It is therefore the feeling and position of the City of Douglas that such lands which accreted since the original patent have become a part of the upland. The City of Douglas acquired the upland in this area in tax foreclosure proceedings in the years 1924 and 1926.⁶³

Thus, the City retroactively located the village within the property of the defunct Treadwell mine using the legal principle of accretion in order to claim municipal ownership of the area through a previous tax foreclosure. As further stated in Nordale’s letter to the City of Douglas, “The occupants of this area have been and are now tenants of the City of Douglas. A nominal, annual ground rent has been charged each of the occupants for a period in excess of ten years last past.

This is indicative of the permissive occupancy of the area and serves to show that the occupants do not hold the land adversely to the title of the City of Douglas. . . . The city therefore feels that since there is apparently no tideland involved, that the United States holds no interest in the property either in its own behalf or as trustee for the benefits of the Indian occupants of the land.”⁶⁴ Through a legal slight of hand, the City of Douglas transformed the Douglas Indian village from a federally protected enclave of Alaska Natives to tenants of the City of Douglas living on municipal property.

Soon after receiving the Nordale letter, the BIA disclaimed Department of Interior jurisdiction over the Native Village. “After reviewing your letter of November 14 in reply to our letter of October 4, it is our feeling that neither our Bureau or the Interior Department have any jurisdiction over the Indian-owned improvements located between the lower boundary of U.S. Survey 102 and the present mean high tideline in the Douglas Indian Village. It is hoped that any action taken by the City of Douglas to force the removal of these Indian people from their homes in the village will be done without causing them undue hardship.”⁶⁵ The BIA, with this letter to the attorney for the City of Douglas, abandoned its fiduciary obligations to the occupants of the Native Village. The BIA’s abandonment of its basic legal obligations led to the loss of the personal property and real estate of the Native inhabitants of the Village, as well as the destruction of the Douglas Indian Association as a functioning governmental body until it was reconstituted in the 1990’s.

The records forwarded to the Indian Law Resource Center do not clearly elucidate events immediately prior to the physical destruction of the Native Village. City Council minutes and correspondence reveal that a combination of some sort of condemnation proceeding and tax foreclosure proceeding was used to manufacture an appearance of legality regarding the destruction of the Village. There is some

talk in these minutes of “nominal reimbursement” for those dispossessed, but the information provided to the Center does not indicate whether all of the Village inhabitants received payment for the lands and improvements lost. The City Council minutes of October 30, 1961, state, “When agreement is reached with the owners of the buildings, a certified copy of the owner’s willingness to sell at the price should be executed.”⁶⁶ The Indian Law Resource Center is unaware of the existence of any such documents.

Douglas City Council minutes indicate that at least three residents of the Native Village -- Frank Wilson, Pascual Niere and Robert Shoppert -- spoke before the City Council on January 8, 1962. These Natives made clear to the City Council their need for some place to move after the loss of their homes. Mr. Shoppert “reviewed the story of his property and his home, claiming ownership of the land.”⁶⁷ Later Council minutes state that Wilson, Niere, Panis and Shoppert received compensation for the loss of their property. The Center also has copies of a form letter from attorney Nordale, sent out to Wilson, Niere, Shoppert, Cook, and Panio on February 5, 1962, stating:

As you know, the City of Douglas intends to clear the area upon which your house is located. It is necessary that this be done as soon as is practically possible. The Army Engineers plan to commence dredging operations in the early spring.

I’m sure that you are aware that the land upon which your house is located is owned by the City of Douglas. Your annual rent of the land is minimal and will be the basis for determining the value of your interest should it be necessary for the City to institute legal proceedings to evict you. As you can readily see, you are legally entitled to very little compensation, if any.

The City, realizing that it has some moral responsibility toward its citizens, wishes to make a settlement which will at least be somewhat better than it is legally bound to make. It is necessary, however, that any settlement negotiations take place as soon as possible. It is therefore requested that you contact me at your earliest convenience to discuss this matter. I request that you endeavor to do this prior to

February 15, 1962, since it will be necessary to institute legal proceedings shortly thereafter if a suitable settlement is not reached.⁶⁸

Nordale thus gave the inhabitants of the Village 10 days to reply before commencing legal proceedings against them. The Center is unaware of any similar letters having been sent to the other property holders of the Village, which included at least Mr. Weaver, Mr. Morris, the Gardenas family, Mary Marshall and the Alaska Native Brotherhood. There is no mention in the City Council minutes forwarded to the Center of any judicial hearings held for any of those dispossessed. There is also no mention of any compensation ever being paid to Weaver, Morris, Gardenas, Marshall, Cook or the Alaska Native Brotherhood. Douglas City Council minutes, dated March 12, 1962, state, "Word received from Attorney Nordale regarding property settlements was that the letters had been sent, *but no replies received*. Also, Mr. Schoppert had retained Mrs. Hermann. Attorney Nordale will now proceed with filing Declarations of Tax" ⁶⁹ It appears from these minutes, that condemnation proceedings may have been loosely followed for Wilson, Niere, Panis and Schoppert, and that the City then purported to gain title to the other properties through a tax foreclosure proceeding. The short notice to property holders, the apparent lack of consultation with the Douglas Indian Association and the Alaska Native Brotherhood, and the lack of response from many of them, undermine the legitimacy of these proceedings. Had proper hearings been held during the condemnation process, federal jurisdiction over the area may have been upheld.

It would be 1963 before the Alaska Division of State Lands purported to officially transfer title of the tidelands to the City. Technical problems with the survey of the area delayed transfer of the tidelands. Internal memoranda within the State Division of Lands seems to question the competence of the surveyors hired by the City.⁷⁰ The State then advertised the proposed conveyance of the tidelands for three weeks to give residents of the area the opportunity to comment or protest the

conveyance.⁷¹ The BIA did not step forward during this period to protect Native interests. Between 1965 and 1968, the City had in place an ordinance designed to allow individuals to file claims to tidelands and to settle disputes regarding the tidelands.⁷² Again, it does not appear that the BIA stepped forward to make claims on behalf of or protect the interests of the former occupants of the Douglas Indian Village.

Even after the lapse of the City of Douglas Tidelands Ordinance in 1968, it remained unclear whether the City had legal title to the area or whether the United States had title to the area. As of 1977, the last year for which the Center has materials regarding the harbor, a title dispute existed between the City and the federal government regarding the harbor area. A letter dated April 28, 1977, between the Army Corps of Engineers chief of the real estate division to the Field Solicitor of the Department of the Interior, states, "The Douglas Boat Harbor was constructed in 1962. On October 15, 1963, a patent was issued by the State of Alaska to the City of Douglas. Thereafter, we were informed by a copy of an Alaska Division of Lands inter-office memorandum dated 1 February 1974, that the State considered the rights previously granted to the United States to have been terminated by the issuance of the patent to the City of Douglas. We do not concur with the ADL opinion in this regard."⁷³ The State Division of Lands had granted title to the same area to both the City of Douglas and the Army Corps of Engineers, while ignoring its own statehood act upholding federal jurisdiction over lands continuously used and occupied by Alaska Natives.

Inventory of Malfeasance

All of the entities involved in the land transactions surrounding the Douglas small boat harbor share culpability in the destruction of the Douglas Indian Village:

- As a federal agency, the Army Corps of Engineers knew of the status of the Douglas

Indian Village as a federally protected enclave. The Corps also knew of the original plan to build the boat harbor for Native fishermen and to rebuild the Douglas Indian Village on the filled-in tidelands. Yet the Corps did nothing to ensure that the Village was rebuilt. In fact, the Corps took steps to deflect any liability it may have incurred regarding the destruction of the Village by demanding a letter from the City's attorney describing the authority of the City to transfer lands to the Corps for the purpose of building the harbor.

- The City of Douglas, in its rush to acquire the tidelands for construction of the boat harbor, purported to transfer to the Army Corps of Engineers fee title and easements in the tidelands without actually possessing any such property interests. The City also hired a law firm and a surveying firm to develop and support its theory that the Village was located on uplands and therefore part of the City rather than a federally protected enclave. The federal law at that time, however, protected continuously used and occupied Native villages regardless of their location. The City's legal machinations and surveys therefore constitute weak legal rationalization rather than a legitimate effort to pursue development within the bounds of the law. Further, it appears that the City followed inadequate procedures to dispossess the Natives, giving them only 10 days notice and not waiting for responses from most of the inhabitants of the Village before commencing the process to take their lands and property. Compounding these problems, the City had previously promised to the Natives of the Douglas Indian Village that the Village would be rebuilt on the filled-in tidelands after the construction of the harbor – a promise that was never, of course, fulfilled.

- The Alaska State Division of Lands transferred fee title to the same tidelands to both the Army Corps of Engineers and the City of Douglas. The Division never concerned itself with the fact that a Native village had occupied the site for quite some time. In transferring the tidelands, the Division ignored federal laws and the Alaska Statehood Act, amongst other laws, forbidding state interference in lands used and occupied by

Alaska Natives. The Division thus created a double cloud over the title to the tidelands: (1) a conflict between the City and the Corps as to who possessed title; and (2) a conflict between the occupants of the Douglas Indian Village and the City regarding title to the area.

- The Bureau of Indian Affairs is the entity most culpable in the destruction of the Village. The City contacted the Bureau ostensibly to determine whether the Village fell under federal jurisdiction. Rather than fulfill its trust obligations to the residents of the Indian Village through the unambiguous assertion of federal authority over the area, the Bureau equivocated and gave the City an opportunity to develop a legal rationalization for the destruction of the Village. Once the City developed its tidelands theory of dispossession, the Bureau abandoned the Natives of the Village. The Village was destroyed shortly thereafter. The only explanation for the BIA's abandonment of the Natives in the face of laws requiring it to protect the Village, lies in the fact that officials in the BIA realty office were simultaneously working for the City of Douglas zoning commission during this time period. BIA officials, as members of the City of Douglas Zoning Commission, therefore had a direct governmental interest in facilitating the destruction of the Douglas Indian Village.



The Douglas small boat harbor, with tidal flats in the foreground. December 2001.

Part II. Resolution

Resolution of the issues surrounding the destruction of the Douglas Indian Village remains critical to the Douglas Indian Association. Tribal members regard the inaction of the BIA over the years as insulting, arrogant and illegal. The Regional Solicitor of the Department of the Interior wrote in a 1995 memorandum that nothing illegal occurred in 1962 and that, in any case, no remedy would be possible at this late date.⁷⁴ These conclusions are based on bureaucratic inertia and apathy, rather than a hard look at the facts and a commitment to assisting the Native peoples of the Juneau-Douglas area. Non-legal options are immediately available to resolve this injustice. Legal options are also available, although serious difficulties would have to be overcome in order to prevail in a lawsuit. These options are discussed below after a brief review of important background legal information.

Historical and Legal Landscape

The DIA understands the destruction of their Village as a taking of their aboriginal territory in violation of federal law. However, the extinguishment of all legal claims based on aboriginal title pursuant to the Alaska Native Claims Settlement Act⁷⁵, as interpreted by the federal courts in the case of *United States v. Atlantic Richfield Company*⁷⁶, limits to a certain extent the possible legal remedies available to the DIA. Because DIA tribal members have long understood the destruction of the Douglas Indian Village as an illegal taking of their aboriginal land, the following section of the Report explains in some detail how claims based on aboriginal title have been legally extinguished in Alaska. Such claims, therefore, are not a viable alternative for remedying the destruction of the Village. The DIA can, however, pursue various legal and other options which are *not* based on aboriginal title. In order to arrive at an understanding of the potential remedies available to the DIA, and those remedies which are not available, a brief review is necessary of the historical and legal context of

aboriginal land in Alaska.

Early Contacts with Europeans

Tlingit peoples were well-established and thriving when European explorers made their first tentative advances into the Southeast Alaska region in the 1700's. When Russian explorer Alexei Chirikov arrived off the coast in 1741, the Tlingit were living according to highly intricate customs of social organization and property ownership.⁷⁷ Modern Tlingit, like their ancestors, are organized into two matrilineal moities -- Eagle/Wolf and Raven -- which are further divided into numerous clans and family houses. Clans live in distinct geographic regions, called "kwaans." Family houses, or lineages, possessed various property interests, including clan houses, use rights to certain streams for salmon fishing, trade routes to the interior, and traditional food gathering areas.⁷⁸ Thus, when a Tlingit identifies his clan and family lineage, he is also identifying the region from which he comes and that he has sophisticated knowledge of particular areas within that region. The membership of the Douglas Indian Association is composed of Tlingit primarily from the Auke Kwaan and the Taku Kwaan.

After Alexei Chirikov's 1741 voyage, Europeans did not return to the Alaska coast until the 1770's, when several Spanish voyages of exploration made contact with the Tlingit and initiated trade relations.⁷⁹ By 1800, American, British, French, Portugese, and Russian trade ships were plying the waters of Southeast Alaska, trading guns and liquor for otter pelts and other furs. Russian attempts to establish permanent trading outposts in the area largely failed due to Tlingit military resistance. In 1802, the Tlingit destroyed the Russian outpost at Sitka, and the outpost at Yakutat was destroyed in 1805. The Russians managed to reestablish themselves at Sitka, and held it until 1867. The patch of ground upon which the Sitka outpost sat was the only territory the Tlingit allowed the Russians to control during their entire 75-year tenure in the

Southeast Alaska region.⁸⁰ The absolute territorial control exercised by the Tlingit is all the more remarkable considering the devastating smallpox epidemics which convulsed the Tlingit during this period. These epidemics had by 1836 reduced the Tlingit population by nearly half.⁸¹ Except for two short-lived Hudson Bay Company outposts, other European nations did not attempt to establish themselves permanently in the region.⁸²

The Question of Aboriginal Land within Alaska Territory

In order to arrive at an understanding of the legal options available to the DIA for the settlement of the Tribe's claims regarding the destruction of the Village, a review of the legal status of aboriginal lands in Alaska is necessary. In 1867, the Russians transferred their "territorial possessions" in Southeast Alaska to the United States.⁸³ The language of the Treaty of Cession initiated nearly a century of legal confusion concerning the status of Alaska Natives and their lands. Compounding the problems brought about by the legal confusion regarding the rights of Natives were the aggressive tactics used by the U.S. military and American settlers to dispossess the Tlingit of their lands and resources. The discovery of gold near present-day Juneau brought an influx of settlers to the territory, and Native-white conflict inevitably resulted. The fish traps set up by cannery operations on the major salmon runs severely undermined the ability of the Tlingit to pursue their traditional means of subsistence by taking most of the salmon and displacing Tlingit fish camps. Tlingit villages were shelled and destroyed on several occasions by Navy gunboats after Native-white confrontations.⁸⁴ By 1900, the Tlingit had been crowded out of many of their village sites and lands by miners, settlers, and canneries.

The disregard for Native land rights exhibited by the settlers flooding the new territory was exceeded only by the actions of the U.S. government. In 1891, 86,000 acres of Tlingit territory was unilaterally taken as a reservation for the Tsimshian

Indians, who were brought to the area from Canada by an Anglican missionary.⁸⁵ In 1902 and in 1907, 16 million acres of Tlingit and Haida land were “set apart and reserved as the Tongass National Forest, exempting from such reservation only lands which had already been patented or disposed of pursuant to public land laws applicable to Alaska.”⁸⁶ Later, in 1925, another 2.3 million acres of land was withdrawn as Glacier Bay National Monument, pursuant to Presidential Proclamation.⁸⁷ “In none of the acts authorizing the setting apart of these lands as public reservations was there any recognition of the Tlingit or Haida rights of use and occupancy although the rights of white settlers in the areas were protected.”⁸⁸ These Acts dispossessed the Tlingit of Southeast Alaska of massive tracts of their aboriginal territories, the contours of which were well defined by the Tlingit “kwaan” system.

Questions concerning the status of aboriginal title to lands in Alaska have plagued Alaska Natives since the arrival on non-Indians. Classic federal Indian law says that Indian nations hold their lands under “aboriginal title.” This title is a communal interest in land consisting of use and occupancy rights. Aboriginal title is less than a fee simple title, because Indians cannot sell or transfer their aboriginal title lands to anyone but the United States government, which owns the ultimate fee in the land by virtue of “discovery.”⁸⁹ During the expansion of the United States into Indian territory in the 1800's, the federal government generally followed a policy of treaty-making with the Indian Nations. Under these treaties, the federal government took aboriginal title lands by paying for them, while recognizing and agreeing to protect certain lands reserved by the Indians for Indian perpetual use and occupancy – reservations.⁹⁰

According to a Supreme Court decision decided in 1955, payments made for aboriginal title lands were made as a matter of “grace,” rather than as a legal requirement under the Fifth Amendment.⁹¹ Whether the taking of Indian lands by the federal government is compensable under the Fifth Amendment depends on whether the

United States has entered into a treaty, or passed a Congressional Act, that recognizes that the Indians in question have a *permanently* protected interest in the lands at issue.⁹² Such a treaty or act transforms aboriginal title into a title recognized as compensable under the Fifth Amendment. Unrecognized aboriginal title – that is, Indian lands which have never been the subject of a treaty or Congressional action which would permanently protect them – consists merely of a right of use and occupancy, which is not compensable under the Fifth Amendment, although it is protected by the federal government against encroachment by non-Indian individuals or state governments.⁹³ Only the federal government can take aboriginal title lands through purchase or conquest.

The practice of entering into treaties with Indian nations to extinguish aboriginal title and reserve specific land areas for the permanent, exclusive use and occupancy of the Indians was not followed in the Alaska Territory.⁹⁴ Early cases were split over whether the 1867 Treaty of Cession completely extinguished all aboriginal title in the Alaska Territory, and the extent to which the federal government had an obligation to protect the lands used and occupied by Natives from non-Native encroachment under the 1884 Organic Act⁹⁵ and federal common law. The 1867 Treaty of Cession states that: (1) the Natives of the ceded territory were to be “subject to such laws and regulations as the United States may, from time to time, adopt in regard to aboriginal tribes of that country,”⁹⁶ and (2) that the cession of lands made to the United States was guaranteed by the Russian government to be “free and unencumbered by any reservations, privileges, franchises, grants or possessions, by any associated companies, whether corporate or incorporate, Russian or any other, or by any parties, except merely private individual property holders.”⁹⁷ The 1884 Organic Act, which established a civil government in Alaska Territory, states that,

[T]he Indians or other persons in said district shall not be disturbed in the possession of any lands actually in their use or occupation or now claimed by them but the terms under which such persons may acquire

title to such lands is reserved for future legislation by Congress.”⁹⁸

Subsequent acts of Congress governing the Territory of Alaska contained provisions similar to the 1884 Organic Act, protecting the use and occupancy rights of Natives in Alaska. One of these acts was the Tidelands Act of 1957, transferring certain tidelands from federal ownership to the Territory.⁹⁹

In *Sutter v. Heckman*, decided in 1901¹⁰⁰, and *Worthen Lumber v. Alaska-Juneau Gold Mining Company*, decided in 1916¹⁰¹, the federal courts held that the use and occupancy rights protected by the language of the 1884 Organic Act were (1) not aboriginal title, (2) that the 1884 Act did not distinguish between Indians and non-Indians as far as land ownership was concerned, and (3) that Natives could transfer their lands to non-Natives without federal interference.¹⁰² However, in *United States v. Berrigan*, decided in 1904¹⁰³, and *U.S. v. Cadzow*, decided in 1914¹⁰⁴, the federal courts came to radically different conclusions, holding that (1) according to the language of the Treaty of Cession, Alaska Natives were “entitled to the equal protection of the law which the United States affords to similar aboriginal tribes within its borders,” including the federal common law duty to protect aboriginal title,¹⁰⁵ and (2) that Congressional enactments after the Treaty of Cession, including the 1884 Organic Act, guaranteed and protected continuing Native possession of lands actually used and occupied.¹⁰⁶ In these cases, the United States sued on behalf of Alaska Natives to stop non-Native encroachment onto Native lands. Thus, one set of cases held that Natives possessed lands in the same manner as non-Natives. Another set of cases held that Native lands were held under aboriginal title, which was protected from non-Native encroachment by the United States and could only be transferred by the Natives to the United States – not to private parties.

Two more cases decided just prior to Alaska statehood further confused the issue of aboriginal title. In *Miller v. U.S.*, decided in 1947¹⁰⁷, the Ninth Circuit federal court of appeals held that individual Tlingit Indians would be entitled to compensation

for plots of land lost to the city of Juneau in condemnation proceedings, because such plots of land were *not* communally held aboriginal lands – rather, they were lands held under *individual* Indian title, which, according to the decision, was what the 1884 Organic Act purported to recognize and protect. The decision states in dictum that Article VI of the 1867 Treaty of Cession extinguished aboriginal title by guaranteeing to the United States that the ceded lands were free of all encumbrances, including, presumably, aboriginal title.¹⁰⁸ The court remanded the case to the lower federal district court for a determination of whether the individual Tlingit Indians who brought the case could in fact prove continued use and occupancy that would give rise to a compensable property right. On remand, the district court ruled that the Tlingit could not prove continued use and occupancy and the Tlingit thus remained uncompensated for the loss of their lands in Juneau.¹⁰⁹

In *Tee-Hit-Ton Band of Indians v. U.S.*, decided in 1955¹¹⁰, the U.S. Supreme Court held that the Tee-Hit-Ton band of Tlingit Indian did not have a Fifth Amendment right to compensation for the timber taken from their aboriginal title lands within the Tongass National Forest. The Court disapproved of *Miller's* holding that the 1884 Organic Act recognized a compensable property interest in lands used and occupied by Alaska Natives. Without saying whether or not the 1867 Treaty of Cession extinguished aboriginal title, the Court in *Tee-Hit-Ton* held that at most the Tee-Hit-Ton held unrecognized aboriginal title to the timber within the Tongass National Forest, and thus compensation was not legally required.¹¹¹ Although the *Tee-Hit-Ton* case is a bad decision in that it held the taking of unrecognized aboriginal title was not compensable under the Fifth Amendment, it did revive the notion that aboriginal title in Alaska had *not* been extinguished by the 1867 Treaty of Cession.

Restricted Fee Lands within Alaska Territory

Although the question of aboriginal title had not been definitively settled in the

courts or by Congress by the time of Alaska statehood in 1958, over the course of several decades prior to statehood Congress did pass various acts allowing Indians and non-Indians to gain recognized fee title to small parcels of land. These acts are potentially important in the present situation, because several tribal members have stated that they believed there existed Native allotments in the Village area at the time it was destroyed. Congress enacted the Alaska Townsite Act in 1891, and the Alaska Homestead Act in 1898, allowing non-Natives to homestead in Alaska and establish townsites.¹¹² To remedy the fact that Alaska Natives were excluded from these pieces of legislation, Congress enacted the Alaska Native Allotment Act (ANAA) in 1906, and the Alaska Native Townsite Act (ANTA) in 1926.¹¹³

The ANAA allowed Natives to gain fee title to 160 acre homesteads, which could not be sold and were non-taxable ("restricted title" land).¹¹⁴ Congress later allowed Indians to sell their title to these homesteads, with the permission of the Secretary of the Interior, vesting complete title in the purchaser if the purchaser was non-Native.¹¹⁵ Under the ANTA, townsites were surveyed in much the same way as under the 1891 Townsite Act, and Indian individuals then received deeds to subdivided lots within the townsite. Like Native allotments, Native lots within townsites were inalienable and non-taxable.¹¹⁶ In 1938 the ANTA was amended to allow non-Natives to receive lots within Native Townsites.¹¹⁷ In 1948, ANTA was amended once again to allow Natives to receive unrestricted title to their townsite lots, upon a determination by the Secretary of the Interior that the Native in question was competent to manage his own affairs.¹¹⁸

Although the ANAA was repealed by the Alaska Native Claims Settlement Act,¹¹⁹ and the ANTA was repealed by the Federal Land Policy Management Act,¹²⁰ the lands conveyed under the ANAA and the ANTA prior to their repeal survive today as restricted fee lands which the federal government has a fiduciary responsibility to manage for the benefit of Alaska Natives.¹²¹ It has been held that the state can condemn

these lands only through formal judicial action under the authority of federal law (such authority is provided at 25 U.S.C.A. §357).¹²² As with any other eminent domain proceeding, the state must follow strict procedures and fairly compensate the owner of any lands conveyed under the ANAA or the ANTA if such lands are taken by the state. Had there been Native allotments within the Douglas Indian Village, as some tribal members have claimed, then the injustice suffered by the inhabitants of the Village is all the more acute. A claim of trespass on these allotments would arguably not fall victim to the legal prohibition on claims relating to aboriginal title in Alaska.

Statehood and the Extinguishment of Aboriginal Title

In 1958 Congress passed an Act admitting Alaska as a state of the Union.¹²³ Under the Act, Alaska became entitled to select for itself 103.5 million acres of federally owned land. The Act, however, requires the state to “forever disclaim all right and title to . . . any lands or other property . . . , the right or title to which may be held by any Indians, Eskimos, or Aleuts . . . or is held by the United States in trust for said natives.”¹²⁴ The State’s selection of lands under the Act provoked Native protests that their aboriginal title lands were being taken in violation of federal law, which holds that only the federal government may take aboriginal title land. Natives filed blanket claims on all federal public lands within the State.¹²⁵ The Statehood Act and a federal court decision in 1959 which confirmed the existence of vast tracts of aboriginal title land in Alaska made urgent the need to definitively settle the issue of aboriginal title in Alaska.

In 1959, the Tlingit and Haida brought suit in the Federal Court of Claims under a special jurisdictional statute to recover for land and property rights appropriated by the United States without compensation.¹²⁶ The *Tlingit and Haida* case settled several issues which had earlier led to contradictory rulings from federal courts. Article VI of the 1867 Treaty of Cession, which guaranteed ceded lands to be free of encumbrances, was found to be directed at the private corporate holdings of the Russian-American Fur

Company, not aboriginal title as erroneously held in the *Miller* case. Further, Article III of the 1867 Treaty of Cession affirmed – contrary to the belief that the Treaty had extinguished aboriginal title – that the classic principles of Indian law regarding aboriginal title applied in Alaska. Thus, the federal claims court ruled that in establishing the Tongass National Forest, Glacier Bay National Park, and the Metlakatla Indian Reservation, Congress took Tlingit and Haida aboriginal lands without compensation, and that the Tlingit and Haida were entitled to compensation for their loss. In 1968, the Tlingit and Haida were awarded \$7.5 million for the loss of their lands – a tiny fraction of the worth of what was lost.¹²⁷

Because the Tlingit and Haida case held unequivocally that aboriginal title existed in Alaska, and because vast oil deposits existed in Prudhoe Bay and the north slope of the Brooks Range which could not be accessed because of the existence of aboriginal title, Congress enacted the Alaska Native Claims Settlement Act.¹²⁸ The Act extinguished aboriginal title and all claims related to the possession of aboriginal title in Alaska. As stated in Section 1603 of the Act:

(b) All aboriginal titles, if any, and claims of aboriginal title in Alaska based on use and occupancy, including submerged land underneath all water areas, both inland and offshore, and including any aboriginal hunting or fishing rights that may exist, are hereby extinguished.

(c) All claims against the United States, the State, and all other persons that are based on claims of aboriginal right, title, use, or occupancy of land or water areas in Alaska, or that are based on any statute or treaty of the United States relating to Native use and occupancy, or that are based on the laws of any other nation, including any such claims that are pending before any Federal or state court or the Indian Claims Commission, are hereby extinguished.¹²⁹

In exchange for the extinguishment of their aboriginal title and all claims related to possession of aboriginal title, Alaska Natives could, if they organized as corporations, receive the right to select 44 million acres of land and a money payment of \$962.5 million.¹³⁰ Because the 1968 court case which determined the Tlingit and Haida were owed \$7.5 million for the loss of their aboriginal lands was limited to lands within the

Tongass National Forest, the Central Council of the Tlingit and Haida joined in the ANCSA land settlement to the extent that it covered Tlingit and Haida lands outside the Tongass National Forest.¹³¹ The land and money was distributed amongst state chartered regional and village Native corporations, established by ANCSA.¹³²

The limits of ANCSA were soon tested in the courts. In 1971, the Inupiat of the Arctic Slope sued the Secretary of Interior, alleging that the Secretary failed in his duty to protect Native lands from third party trespass prior to the passage of ANCSA.¹³³ The court ruled in 1973 that nothing in ANCSA prohibited an action brought by Alaskan Natives for pre-ANCSA trespasses and breach of fiduciary duty for failing to protect aboriginal lands from encroachment. The court held that although ANCSA extinguished possessory claims to aboriginal title, it did not extinguish trespass claims.¹³⁴ Thus, the Secretary of the Interior was legally liable to the Inupiat for failing to protect their aboriginal title lands from trespass prior to the passage of ANCSA.

Rather than appeal the ruling, the Secretary of the Interior decided to resolve the situation by suing the trespassers on behalf of the Inupiat. Unfortunately, in the case which resulted – *United States v. Atlantic Richfield Company*¹³⁵ – the Ninth Circuit Court of Appeals reversed the earlier district court ruling, holding that ANCSA retroactively extinguished all claims based on aboriginal title, including trespass claims. However, the Court stated that ANCSA did preserve claims not based on aboriginal title, like personal injury claims, claims for damages to personal property and claims for trespass to land held in fee.¹³⁶ Subsequent cases uphold this ruling.¹³⁷

Legal Remedies

As the previous section illustrates, the complicated history of aboriginal title in Alaska limits to a certain extent the legal remedies available to the DIA for resolution of its claims. The following section briefly summarizes some of the potential legal

APPENDIX

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

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CONSTITUTION AND BY-LAWS
OF THE
DOUGLAS INDIAN ASSOCIATION
TERRITORY OF ALASKA

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RATIFIED NOVEMBER 24, 1941



UNITED STATES
GOVERNMENT PRINTING OFFICE
WASHINGTON : 1967

CONSTITUTION AND BY-LAWS OF THE DOUGLAS INDIAN ASSOCIATION, TERRITORY OF ALASKA

PREAMBLE

We, a group of Indians having a common bond of occupation in Arts and Crafts, and the Fishing Industry, including the catching, processing and sale of fish, and the building of fish boats and equipment, belonging to Douglas, Territory of Alaska, in order to promote our welfare through the development and operation of economics and social enterprises, do establish this Constitution and By-laws in accordance with, and by authority of, the Act of Congress of June 18, 1934 (48 Stat. 984), as amended by the acts of June 15, 1935 (49 Stat. 378), and May 1, 1936 (49 Stat. 1250).

ARTICLE I—NAME

The name of this organization shall be the Douglas Indian Association, hereinafter called the Association.

ARTICLE II—MEMBERSHIP

SECTION 1. Original Members.—All persons whose names appear on the roll, prepared in accordance with the Instructions of the Secretary of the Interior, of those entitled to vote on this Constitution and By-laws, being all the adult Indians belonging to Douglas who share the common bond of occupation, which is the basis of this organization, shall be members of this Association.

SEC. 2. Loss of Membership.—(a) Any member may give up his membership at any time upon written notice to the Secretary of the Council, in which case he shall no longer share in the activities and benefits of this Association.

(b) Any member who, after notice and an opportunity to present his defense, is found guilty by the Association of fraud or misconduct in his relations with the Association or of working deliberately against the interests of the Association, may be expelled by a two-thirds vote of the members present at any regular or special meeting.

SEC. 3. New Members.—Indians who have belonged to Douglas for a year and engage in any activity of the Association may be admitted to membership, pursuant to rules and regulations prescribed by the Council, upon a majority vote of the Association.

SEC. 4. Rule-Making Power.—The Association may make rules and regulations to carry out the provisions of this article, and, subject to the approval of the Secretary of the Interior or his duly authorized representative, the Association may make rules and regulations containing provisions for the loss of membership and the enrollment and adoption of new members not dealt with in this article.

ARTICLE III—THE MANAGING BODY

SECTION 1. *Composition and Function.*—(a) The managing body shall be a Council composed of nine members elected by the Association.

(b) The Council shall represent the Association in all its undertakings and shall exercise the powers of the Association enumerated in this Constitution.

(c) It shall be the duty of the Council to report its activities and the state of the affairs of the Association at each regular meeting of the Association, at which time the members may outline the policies to be followed by the Council.

SEC. 2. *Election.*—(a) The Council members shall be elected by the Association on the annual election date by secret ballot.

(b) The annual election date shall be the first Monday in January.

(c) The Council shall organize itself within 30 days after each annual election date by electing from within its membership a President and a Vice President, and from within or without, a Secretary, a Treasurer, and such other officers as it may deem necessary. Officers elected from without the Council shall not vote therein.

(d) Rules and regulations governing the conduct of elections may be adopted by the Association at any regular or special meeting.

SEC. 3. *Tenure of Office.*—(a) The term of office of each elected officer shall expire when his successor is elected and qualified.

(b) Members of the Council shall be elected to serve for a period of two years.

(c) The first election of the Council shall be called and held under the direction of the Constitution, By-laws and Charter Committee within three months after the ratification of this Constitution. The members of the Council so elected, other than the President, shall divide themselves into two equal groups "A" and "B" by drawing lots, whereupon the term of office of those in group "A" shall terminate on the regular election date of the second January following, and the term of office of those in group "B" and of the first President shall terminate on the regular election date of the third January following. Thereafter each member of the Council shall serve two years.

ARTICLE IV—POWERS OF THE ASSOCIATION

SECTION 1. The Association shall have power:

(a) To negotiate with the Federal and Territorial governments on behalf of the Association and to advise and consult with representatives of the Interior Department on all activities of the Department that may effect the Association.

(b) To manage and control all its economic affairs and enterprises in accordance with the Charter of the Association which may be issued under the Act of June 18, 1934.

of the membership adopted at any regular or special membership meeting.

(e) To prevent the sale, disposition, lease or encumbrance of any land, interest in land or waters, or other assets of the Association, without its consent.

(f) To make assignments to members of the Association of land or water areas of the Association for use and occupancy, in accordance with the customs of the Indians forming this Association or with the regulations of the Association.

(g) To aid needy members and advance the economic and social security of its members.

(h) To protect the natural resources of the Association.

(i) To preserve and cultivate the arts, crafts and culture of the Indians of this Association and their customs not in conflict with Territorial law.

ARTICLE V—BILL OF RIGHTS

SECTION 1. The Council shall not restrict or in any way abridge the rights of the members of the Association guaranteed under the Constitution of the United States but it shall be its duty to see that the full constitutional rights thereof are maintained and preserved.

SEC. 2. All members of the Association in good standing shall be accorded equal right and opportunity to participate in and enjoy the resources, property and benefits of this organization.

SEC. 3. All members of this Association in good standing 21 years of age or over, shall have the right to vote.

ARTICLE VI—CHANGE OF OFFICERS

SECTION 1. *Forfeiture of Office, Removal and Recall.*—(a) Any member of the Council or other officer of the Association who is convicted of a felony or any offense involving dishonesty shall forfeit his office.

(b) Any member of the Council who is absent from the regular meetings of the Council for a period of three months without cause or excuse, may have his seat declared vacant by the Council after notice and an opportunity to be heard.

(c) Upon a petition signed by one-third of the members of the Association asking the recall of any member of the Council, the Council shall call a special meeting of the members of the Association to vote upon his recall. If the Council member is recalled, the Association members shall proceed to elect his successor to fill the unexpired term.

SEC. 2. *Filling Vacancies.*—If the office of a Council member is vacant for any reason other than his recall, the Council may appoint a successor to serve until the next regular meeting of the Association, at which time a member shall be elected to fill the unexpired term.

ARTICLE VII—FEDERATION

The Council may for the purpose of forming a federation or union with other organizations of like character appoint a committee to

neet with such other organizations and submit its findings to the said Council for appropriate action.

ARTICLE VIII—AMENDMENTS

Amendments to this Constitution and By-laws may be proposed by resolution of the Council or of the Association, which amendments, if approved by the Secretary of the Interior, shall be effective when ratified by a majority vote of the adult members of the Association voting at an election called for the purpose by the Secretary of the Interior, provided that at least 30 percent of those entitled to vote shall vote in such election.

BY-LAWS OF THE DOUGLAS INDIAN ASSOCIATION, TERRITORY OF ALASKA

ARTICLE I—DUTIES OF OFFICERS

SECTION 1. The President of the Council shall preside over all meetings of the Association and of the Council, exercising the usual duties of chairman and any others delegated to him. He may vote in Council meetings only in case of a tie or where the vote is by ballot.

Sec. 2. The Vice-President shall act as president in the absence or disability of the President.

Sec. 3. The Secretary of the Council shall conduct all correspondence and keep a complete and accurate record of all business transacted at Council or Association meetings. It shall be his duty to give promptly to the Government Teacher at Douglas for inspection and forwarding to the Juneau Office of the Office of Indian Affairs, two copies of all minutes of all regular and special meetings of the Council or Association.

The Secretary shall record all rules, regulations and resolutions in appropriate books, indexing the same and assigning a short title, and may publish the same for the information of the Association.

The Secretary shall notify each person of his election to an office of the Association within five days thereof.

Sec. 4. The Treasurer of the Council shall accept, receive, receipt for, preserve and safeguard all funds of the Association. He shall deposit all such funds in such banks or elsewhere as directed by the Council and, when a Federal Charter is adopted, in accordance with such Charter. He shall make and preserve a faithful record of such funds and shall report to the Council all receipts and expenditures and the amount and nature of all funds in his possession or custody. He shall not pay out or authorize disbursement of any funds for which he is responsible except upon written authorization of the Council.

The books and records of the Treasurer shall be audited at least once each year by a competent auditor employed by the Council and acceptable to the Juneau Office of the Office of Indian Affairs, and at such other times as the Council shall direct. He shall give two copies of the auditor's report and, once each month, two copies of his trial balance to the Government Teacher at Douglas for inspection and forwarding to the Juneau office.

The Treasurer shall be required at the request of the Council or the Commissioner of Indian Affairs to give bond satisfactory to the Council and the Commissioner. The Treasurer shall be present at all special or regular meetings of the Council. The Treasurer may with the advice and consent of the Council appoint assistants.

SEC. 5. The duties of all appointive officers or agents shall be clearly defined by a resolution of the Council at the time of their appointments.

SEC. 6. All accounts, records, books and minutes of the Association shall be subject to examination by members of the Association and by the Commissioner of Indian Affairs or his authorized representative.

ARTICLE II—QUALIFICATIONS OF OFFICERS

SECTION 1. No person may be a candidate for any elective office unless he has the qualifications of a voter.

ARTICLE III—INSTALLATION OF OFFICERS

Each person appointed or elected to an office shall subscribe to the following oath of office before entering upon the duties thereof:

"I, _____, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States against all enemies; that I will carry out faithfully and impartially the duties of my office as _____ to the best of my ability; that I will promote the best interests of the Association, in accordance with this Constitution and By-laws.

ARTICLE IV—TIME AND PLACE OF COUNCIL MEETINGS AND ORDER OF BUSINESS

SECTION 1. The Council shall meet on the first Monday of each month at 7:30 p. m., unless otherwise ordered by resolution, and may meet at such other times as may be voted by the Council. The President or three of the Council members may call a special meeting on two days' actual notice to the Council members.

SEC. 2. Unless otherwise ordered by resolution of the Council, meetings shall be held at the principal place of business of the Association, which place shall be such location within Douglas and vicinity as may be determined by the Association by resolution.

SEC. 3. A number equal to six members of the Council exclusive of the President shall constitute a quorum.

SEC. 4. The following shall be the order of business unless changed by or with the consent of the Council, namely:

Call to order by the President.

Roll Call.

Announcement of quorum.

Reading the minutes of the last meeting.

Correction or approval of the minutes of last meeting.

Treasurer's Report.

Report of Committees.

Unfinished Business.

New Business.

SEC. 5. The Council may adopt regulations governing its procedure, and in the absence thereof, Robert's Rules of Order shall govern.

SEC. 6. Every resolution, after the explanatory clauses, shall begin with the words: "Be it resolved by the Council of the Douglas Indian Association."

ARTICLE V—MEETINGS OF THE ASSOCIATION

SECTION 1. Regular meetings of the Association shall be held twice a year on the first Monday in April and first Monday in November.

Special meetings may be called at any time by the Council and must be so called upon petition of one-third of the members. For such meetings three days' posted or written notice must be given.

SEC. 2. One-third of the membership shall constitute a quorum at any meeting.

SEC. 3. Meetings shall be held at the principal place of business unless otherwise ordered by resolution of the Association or otherwise specified in the notice of a special meeting.

ARTICLE VI—DEFINITIONS

SECTION 1. Whenever the term "Government Teacher at Douglas" is used it shall be understood to mean the head Government teacher for the Department of the Interior, Office of Indian Affairs, or any successor official representing the Office of Indian Affairs in Douglas.

SEC. 2. Where the masculine pronoun is used in this Constitution and By-laws and other documents of the Association, it shall be understood to include the feminine.

SEC. 3. The word "adult" shall mean a person who is 21 years of age or over.

SEC. 4. The term "Indian" as used in this Constitution and By-laws and other documents of the Association shall be understood to include Eskimo natives.

ARTICLE VII—RATIFICATION OF CONSTITUTION AND BY-LAWS

This Constitution and By-laws shall be effective from and after the date of its ratification by a majority vote of those entitled to vote who vote at an election called for the purpose by the Secretary of the Interior, provided that at least 80 percent of those entitled to vote shall vote in such election, such ratification to be formally certified by the Election Board.

The persons entitled to vote are all the adult Indians who are engaged in the Fishing Industry, including the catching, processing, and selling of fish and the building of fishing boats and equipment, and in the Arts and Crafts Industry, in Douglas, Territory of Alaska, and whose names appear on the roll of such Indians compiled under the Instructions of the Secretary of the Interior.

APPROVAL

This Constitution and By-laws is hereby approved by the Assistant Secretary of the Interior and submitted for acceptance or rejection by

the group of Indians having a common bond of occupation in Douglas, Territory of Alaska, in an election called and held under the Instructions of the Secretary of the Interior.

All rules and regulations heretofore promulgated by the Interior Department or by the Office of Indian Affairs, so far as they may be incompatible with any of the provisions of the said Constitution and By-laws, will be inapplicable to the Douglas Indian Association from and after the date of adoption of this constitution.

All officers and employees of the Interior Department are ordered to abide by the provisions of the said Constitution and By-laws.

OSCAR L. CHAPMAN,
Assistant Secretary.
[SEAL]

WASHINGTON, D .C., May 29, 1941.

CERTIFICATION OF ADOPTION

Pursuant to an order, approved May 29, 1941, by the Assistant Secretary of the Interior, the attached Constitution and By-laws was submitted for ratification to the group of Indians having a common bond of occupation in Douglas, Territory of Alaska, and was on November 24, 1941, duly ratified by a vote of 46 for, and none against in an election in which over 30 percent of those entitled to vote cast their ballots, in accordance with section 16 of the Indian Reorganization Act of June 18, 1934 (48 Stat. 984), as amended by the Act of June 15, 1935 (49 Stat. 378), and the Act of May 1, 1936 (49 Stat. 1250).

FRANK WILSON,
Chairman, Election Board.
PAUL KINCH,
Secretary, Election Board.

JAMES L. HOBGOOD,
Government Representative.

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DOUGLAS INDIAN ASSOCIATION
MISSION STATEMENT

We, the people of Douglas Indian Association, descendants of the Taku, all clan members of the Tlingit people, and other Alaska Natives and American Indians within our tribe hereby declare, through the strength of our common bonds, ancestral lineage, traditions and spirituality, do hereby declare it is our mission to:

- Perpetuate our culture for generations yet to come;
- Foster guardianship over our lands and natural resources;
- Culturally promote and encourage academic achievements for our membership;
- Revive and perpetuate our spirituality, our health, and our well being;
- Initiate and support economic opportunities which increase employment for our membership;
- Provide better housing for our members;
- Proactively support political affairs which benefit not only our tribe but our community, our state and our nation and other nations;
- Nurture unity and family within the hearts and minds of our people in fulfilling our mission;

SOLUTIONS FOR #1): TO PERPETUATE OUR CULTURE FOR GENERATIONS YET TO COME;

- 1) CONTRACT FOR SUBSISTENCE MANAGEMENT FROM U.S.F.W.S.
- 2) TAKE CARE OF THE CEMETARIES
- 3) ESTABLISH A PROGRAM REINTRODUCE OUR LANGUAGE AND TEACH CHILDREN ABOUT TRADITIONAL WAYS OF LIFE.
- 4) BUILD A TRIBALLY OPERATED CULTURE CENTER THAT PROMOTES OUR CULTURE AND WAY OF LIFE.

SOLUTIONS TO #2) TO FOSTER GUARDIANSHIP OVER OUR LANDS AND NATURAL RESOURCES:

- (1) RE-ESTABLISH OWNERSHIP OF MAYFLOWER ISLAND
- (2) CONTRACT WITH U.S.F.S.
- (3) ESTABLISH VILLAGE OF DOUGLAS
- (4) RE-ESTABLISH OWNERSHIP OF INDIAN SCHOOL
- (5) DEVELOP PROCEDURES TO FILE AGAINST THE CITY/STATE REGARDING LOST LAND.

SOLUTIONS TO #3) TO CULTURALLY PROMOTE AND ENCOURAGE ACADEMIC ACHIEVEMENTS FOR OUR MEMBERSHIP,

- (1) CREATE PARTNERSHIPS BETWEEN PARENTS AND JOM PROGRAM
- (2) ESTABLISH A TRACKING SYSTEM AND PROGRAMS WHICH SUPPORT OUR YOUTHS
- (3) EDUCATE OURSELVES
- (4) STORYTELLING

SOLUTIONS TO # 4) TO REVIVE AND PERPETUATE OUR SPIRITUALITY, OUR HEALTH, AND OUR WELL BEING,

- (1) HAVE ANNUAL CELEBRATIONS OF LIFE
- (2) NEED TO CONDUCT A HEALTH NEEDS ASSESSMENT

SOLUTIONS TO #5) TO NURTURE UNITY AND A SENSE OF FAMILY AMONGST OUR PEOPLE;

- (1) ANNUAL CELEBRATIONS OF LIFE
- (2) CREATE A NEWSLETTER (CALL FALMOUTH)
- (3) UPDATE DIA'S CONSTITUTION
- (4) EXPAND ENROLLMENT
- (5) DEVELOP WRITTEN AND FAMILY HISTORY OF OUR TRIBE

SOLUTIONS TO #6) TO INITIATE AND SUPPORT ECONOMIC OPPORTUNITIES WHICH INCREASES EMPLOYMENT FOR OUR MEMBERSHIP:

- (1) RESEARCH BUSINESS OPPORTUNITIES IN THE AREA AND ASSESS TOURISM OPPORTUNITIES--CHARTER BOATS
- (2) EXPLORE DEVELOPMENT OF SUBSISTENCE BASED INDUSTRIES
- (3) ESTABLISH VILLAGE OF DOUGLAS
- (4) PROMOTE BUSINESS OWNERSHIP FOR MEMBERSHIP
- (5) EXPLORE THE DEVELOPMENT OF ALTERNATIVE FISHING OPPORTUNITIES

SOLUTIONS TO #7) TO PROVIDE BETTER HOUSING FOR OUR MEMBERS:

- (1) ASSUME HIP
- (2) ESTABLISH A DIA HOUSING AUTHORITY
- (3) ACQUIRE LAND

SOLUTIONS TO #8) TO PROACTIVELY SUPPORT POLITICAL AFFAIRS WHICH BENEFIT NOT ONLY OUR TRIBE BUT OUR COMMUNITY, OUR STATE AND OUR NATION:

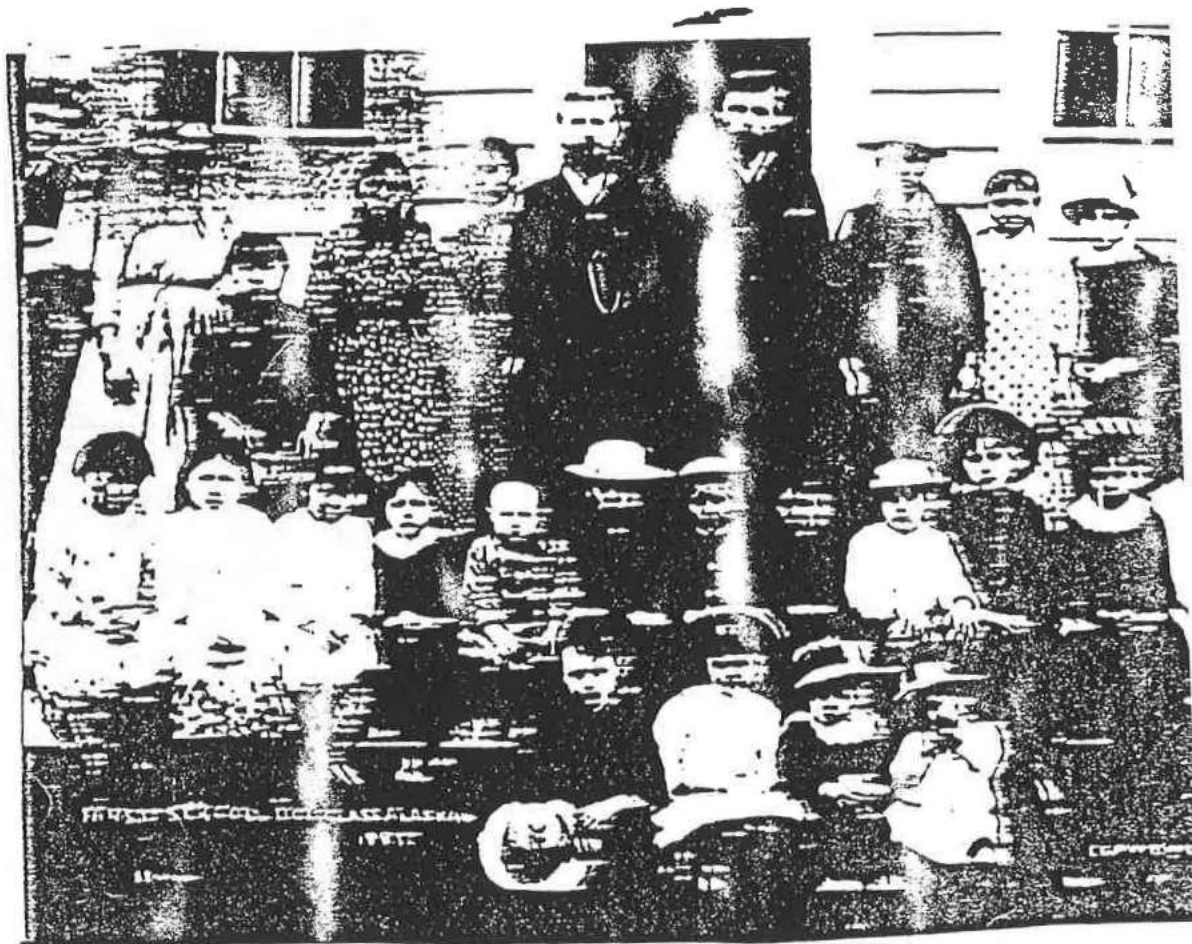
OFFER TO CREATE OWN VOTER REGISTRATION

SPONSOR POLITICAL FORUMS

ESTABLISH NETWORKING SYSTEMS AMONGST THE TRIBES

ATTEND NCAI CONFERENCES

TAKE AN ADVOCACY ROLE IN IMPORTANT ISSUES

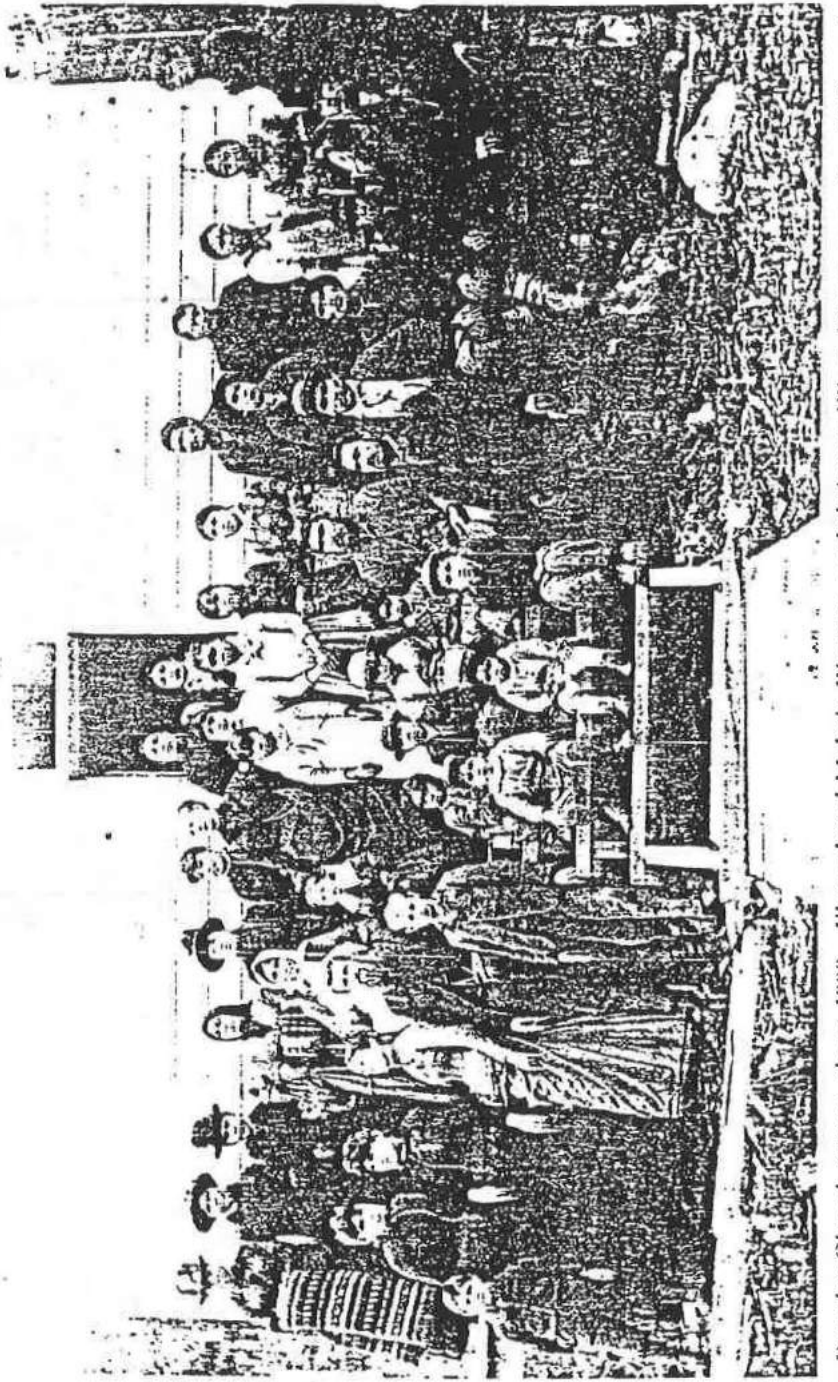


First School in Douglas 1886. Photo copied by W. H. Case and
J. Simpson Macdonen

SOCIETY OF FRIENDS MISSION SCHOOL FOR NATIVES
operated in Douglas from 1886-1902 both as a day
and boarding school. The school was removed to
Lake in that year. Enrollments varied from
26 to 108 pupils.

Early teachers included Rev. Elwood W. Meisner,
F. W. Baugham, Silas and Anna Moon, Rev. Charles
Edwards, Dr. J. E. Connott, Rev. Charles and May
Repogle.

Information from Ms. of Felix Gray



Douglas Church group, about 1888. Elwood and Mahala Weesner, and their son Elbert Weesner are front left, and Anna Moon, center left. (Friends University collection)

Tongass Tribe

Department of the Interior,
INDIAN SCHOOL SERVICE.

104-10-1000
+ 600-1000

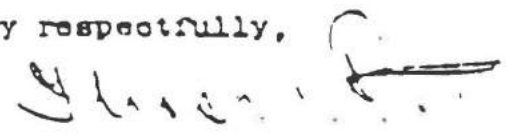
U.S. Indian Training School,
Chenawa, Oregon. Dec 30, 1898.

To Whom it may concern:

The bearer of this letter is Chief Johnson of the Taku Tribe near Juneau Alaska. He was elected by the Chiefs of several Alaskan Tribes to go to Washington in the interests of the Alaska Indians, and has stopped off at this school where he could use some of the Alaska pupils who talk his language, in interpreting in English the object of his mission, and the great needs of his people.

I have written down the words as spoken by him through a reliable interpreter for your information and consideration.

Very respectfully,



Superintendent.

RECEIVED
U.S. DEPARTMENT OF THE INTERIOR
INDIAN SCHOOL SERVICE
CHENAWA, OREGON
DEC 30 1898

FILED
MAY 16 1957
COURT OF CLAIMS

Chief Johnson's Message.

Gentlemen:

I have come a long ways from my home in Alaska to see you and tell you of the condition of my people. I was sent here by the Chiefs of the principal tribes to represent them, and have brought with me a petition signed by them.

We find our country Alaska over run by white men who have crowded or driven the Indians from their fishing grounds, hunting grounds, and the places where their fathers and grand fathers have lived and been buried.

Russia came and took possession of our land without consulting the natives of Alaska, the real owners of the country, and later on sold it to the United States. The Indians never knew anything about this sale until years afterwards, altho' it was our land and country which was sold. We have never tried to make any trouble over it, and this is the first time we have ever brought the matter to the Washington Government to consider, altho' Russia stole our country and sold it to ^{-the U.S.}

We do not ask anything unreasonable of the U.S. government. We do not ask to be paid for the lands which were ours by rights. We do not ask that the whites be prevented from coming to Alaska.

We do ask and pray that the good white people who have true and kind and just hearts will listen to our words and assist us in protecting us by good laws, and requiring the same to be enforced.

There are ^{four} principal things which the Indians desire the help of

of the government viz:

1st. That the fishing and hunting grounds of their Fathers be reserved for them and their children, and that the whites who have driven them off of the same be ordered by the government to leave them. The Indians chief method of support is by fishing and hunting and that is the only way the most of them can live, as only a small number are educated sufficiently to go out in the towns of the land and compete with the whites.

2nd. The Indians of Alaska pray that the U.S. government will set apart certain reservations for them and their children where they and their children can each have a home allotted to them, the same privileges as the Indians of the United States enjoy. We ask this in return for all of Alaska which has passed into the hands of the whites, without a murmur from us. We have given up a great deal and now only ask the great and good Father at Washington to give us back a little of the land, in return for the much we gave him, and protect us from the encroachments of greedy white men who would drive us into the Sea in order to advance their own interests.

3rd. Many of the Alaska Indians are poor and destitute, and have to beg from their friends in order to live. We ask the government to help the old and destitute, and to establish Industrial Boarding schools among the Indians of Alaska so as to fit them for citizenship and self support. We need schools and education as much as the Indians of the U.S. We are now a part of the United States, and we want to learn how to live like the good white men and adopt their laws and customs. There are hundreds of Indian boys and girls in Alaska who never saw a school. Only a few are able to attend the mission schools, and the o

small government school at Sitka, and the most of the children must grow up in ignorance, superstition, and poverty. We ask ^{that} the United States will help the Alaska Indians just as it helps the South Dakota Indians, and those of other parts of the country. We have never gone on the war-path or given the government any trouble, and we feel we can appeal justly for help and protection as we belong to Washington just as much as any other Indians living in the States.

4th. We ask that laws will be made and enforced which will compel the Indians of Alaska to give up their heathenish and superstitious customs among themselves as we ~~wish~~^{want} to live like white people and be governed by white man's laws. One evil custom (as well as many others) I desire to speak about. That is in case of death, of a husband or wife, the parents of the one dead ^X seizes all the property, so the immediate surviving members of the family, including the children are left destitute and beggars. This is ^a very unjust custom and works hardship and misery among the Indians.

There are many other evil and superstitious customs still in existence among our people, and we the Chiefs want the white man's law to help us stop them.

Therefore I have come to Washington to speak, to lay our case before the Congressmen of the government, to implore their aid in giving the Alaska Indians homes and schools, protecting them by law from the encroachment of avaricious white men.

Signed, Chief Johnson

Interpreter, -

Witness to the above

JOSHUA JOHNSON

JOHN

Letter to Hon. J. M. Thurston, Chairman Committee on Indian Affairs,
U.S. Senate, from E. A. Hitchcock, March 23, 1900.

March 23, 1900.

Hon. J. M. Thurston
Chairman Committee on Indian Affairs
U.S. Senate.

Sir:

I am in receipt, by your reference, with request for report thereon, of a statement prepared by Chief Johnson of the Taku Tribe near Juneau, Alaska, calling attention to the condition of Indians in that District, soliciting assistance from the Government, the setting apart for their use of reservations, the establishing of additional schools, etc.

In response thereto I have the honor to state that the Indians, or natives of Alaska, are understood to be intelligent, industrious, and reasonably prosperous. They are subject to the same laws that have been enacted for the government of white people in that District, and have the same rights as the latter of applying to the courts to right their wrongs. A comparison of their present condition and the progress made with that of the Indians of the United States is by no means to their disadvantage.

In the administration of the affairs of the Indians in the United States the Department has for some years past regarded with disfavor any further extension of the reservation system, or in other words, the collection of any more Indians on reservations with the idea of saving them from contact with the whites.

The Alaskan Indians have already shown their ability to make a living alongside of their white neighbors, and to collect them on the Indians under a system of tutelage and dependence would have a tendency to weaken and demoralize rather than to strengthen the spirit of independence which they have acquired by their contact with the whites. In my judgment the extension of the reservation system to the Alaskan Indians generally is undesirable and should not be inaugurated.

Relative to the extension of school facilities, I transmit herewith, for your information, a copy of a report from the Commissioner of Education setting forth the condition of the school service in Alaska and calling attention to the fact that the present appropriation for Alaska is not sufficient to provide all the schools needed in different parts of that country.

A copy of Chief Johnson's statement, which accompanied your reference, is herewith returned.

Very respectfully,

E. A. Hitchcock
Secretary.

190,
228

Letter to Assistant Adjutant General, Military Division of the Pacific,
from Jeff C. Davis, brevet Major General, Commanding Headquarters,
Department of Alaska, Sitka, Alaska Territory, May 27, 1868.

P. 2 .

The Tako Chiefs have been here recently, and expressed a desire to trade, and cultivate peaceful relations, with us. Also a Stikeen Chief visited us a few days ago - since the arrival of the Troops near his village - and expressed himself satisfied with their presence among them. The principal object of his visit was to make peace with the Sitkas, with whom he and his tribe have been for many years at war. He sought my friendly intercession; but the Sitkas were implacable, and he left without having accomplished his object. Troops are now stationed so near both of their villages, that their relations toward each other are not matters of much importance to us.

I observe a great change in the manners and disposition of the Indians at this place. They are peaceable and quiet, and seem much more disposed to submit to our government than at first. The Indian must be governed with a firm hand and a watchful eye; but many of them understand justice and impartiality, and appreciate it. The "Saginaw" is now absent, investigating the circumstances attending the wreck of the Schooner "Growler" while en route to this place from Victoria some weeks ago. The wrecked vessel has been seen on the North East end of Prince of Wales' Island, and some of the crew found, by the Indians, on the beach. The Saginaw is expected back to-morrow, the 29th; when Captain Mitchell will resume his survey of the little harbor at the end of Kow Island. The "Kyanda" will leave here for the north on a cruise to-morrow or next day. She will make a general cruise along the coast and among the Aleutian Islands and St. Paul's Island. She will be gone, Capt. White thinks, at least two months.

A portion of the mules and wagons brought with us to this place were intended for other posts to be established. They are still here in very good working condition. The mules are now well broken - nineteen in all. All the bricks and all the lumber, brought to this place, is still here, except such as we have used in repairing buildings turned over to us by the Russian Government. We have put up no new buildings - all the frame work of the buildings are intact, and ready for shipment elsewhere when needed.

The necessity for a suitable steamer, for military purposes along this coast, has now become so apparent, that I take this occasion to respectfully ask attention to it.

The weather, during the first three weeks of this month, was very rainy, so much so, as to interfere considerably with our work; at present, however, we have fine weather and fair prospects of its continuance.

Taken from National Archives, Old Army
Records, Department of Alaska, book 1.
Letters Sent.

oil, which they barter to their brethren along the coast. These oils are used largely by our Indians as an article of food; it is used by them as we use butter.

At the head of the Chatham Straits, almost due north from Sitka two hundred and twenty miles, are the Chilkahs, at least ten thousand strong. They are a brave and warlike people. "more sinned against than sinning." I have had much to do with them, and ever found them honest, faithful and kind. Their villages extend from the mouth to a distance of seventy-five miles up the Chilkah River. Coal and iron abound in inexhaustible quantities; huge masses of iron can be found among the boulders almost anywhere along the banks of the noble stream. The Indians state the existence of gold in the mountain passes of the river. The "color" has been found near the mouth. On every hand can be seen quartz cropping boldly out from a width of from one to twenty feet. Nothing is known of its character or value. These Indians are among the richest, if not the wealthiest, of our Coast Indians. Large quantities of the most valuable furs are annually gathered and sold by them. They are in every way independent.

Twenty miles north of Sitka, and east of Admiralty Island seventy-five miles, are the Takoos, living at the head of Takoo Inlet, on the Takoo River. These Indians claim to be richer in furs than any of the tribes around them. About the same quantity can be got here as on the Chilkah. Some idea may be gathered of the large trade at one time done with them when I state that a short time ago the Hudson's Bay Company made their trade lease from the Russian-American Company's furs taken in a single trip of their steamer over five thousand marten skins, and other valuable skins in proportion.

The Takoos number about the same as the Chilkahs, and are a proud and haughty race. Gold is well known to exist anywhere along this river, but the Indians have steadily refused to permit any development. Coal is also found here in large quantities; indeed it is found throughout the coast and islands of our inland waters. Of salmon it would be invidious to particularize; they are found in endless numbers anywhere in our fresh-water streams. The largest and best are found in the Takoo, Chilkah, Behring's Bay and Copper River, reaching an enormous size, many of them weighing seventy pounds.

Give Alaska a market and she will soon develop a second New England.

The conformation of our mountain ranges are not unlike those of Washington, Oregon, and California. They form our coast and are iron-clad—a greater portion of them iron. A distance of twenty or thirty miles will pass one through this range, where is found an almost level plateau well covered with timber. This plateau extends inland for a distance of from seventy-five to one hundred and fifty miles, when another chain of mountains is reached, answering to what is known as the Cascade Range in Oregon, or the Blue Range in California.

There can be no doubt, from what the Indians tell us, in this plateau, between the two ranges, the prospects will at no distant day develop a field as rich in the precious minerals as any found in the southward.

Very respectfully,

F. K. LOUTHAN.

Hon. VINCENT COLYER,
Fort Wrangle, A. T.

APPENDIX C 2.

Letter from Frank Mahoney on the Indians and their trade in Eastern Alaska.

SITKA, A. T.

DEAR SIR: In compliance with your request I give you my views in relation to the various Indian tribes of this Territory as far as my observation goes. In regard to the population and number of some of the tribes I have no data; of others I can speak from observation; that is to say, from Cook's Inlet to the southern boundary.

From what I can learn of the extreme northwest, in the Behring Sea to the Straits, the Indians lead a wandering life, and are variously designated as the "Kochunsky," "Onosky," "Cagatsky," and "Colching." These tribes are estimated from four thousand to five thousand. During the winter months, say from October to April, they will wander over immense tracts of country in bands of from fifty to one hundred, sometimes undergoing great privation; and it has been said that they will sometimes sacrifice one of their number to save the rest from starvation. Their occupation is trapping and hunting the reindeer. They will travel during this season of the year from the valley of Youkon to Copper River, stopping for short periods where game and furs are plenty. They will sometimes touch the shores of Prince William's Sound, Cook's Inlet, and also the western shore, in Behring Sea. The skins they collect are fine marten, mink, silver and black fox. The few natives the writer has seen, shows them to be a peaceable race and respectful to the white man, looking upon him as a superior; there is no doubt but they could be shaped into useful citizens in time.

To the south, on the Aleutian chain of islands and on the peninsula of Unalaska, are the Aleutes, a very quiet race, and nearly all Christians. Their number is said to be about seven thousand. Those living on the islands are engaged in fur-sealing, sea-otter hunting, and trapping the fox, of which there are the silver, cross, and red. They are found employed at the different trading posts in the Territory.

The Indians of Cook's Inlet and adjacent waters are called "Kanisky." They are settled along the shore of the inlet and on the east shore of the peninsula. A very sociable race of Indians, their number is from five hundred to eight hundred. During the winter months they leave the shores for the purpose of hunting and trapping, when in the spring they return to their summer homes, dispose of their winter products to traders for tea, sugar, tobacco, sheeting, prints, clothing, flour, hardware, such as knives, axes, hatchets, &c. The spring and summer, till the latter part of June, is passed in idleness, when the salmon season commences, and lasts until August, when they dry large quantities of salmon, weighing from forty to one hundred pounds each.

East of Cook's Inlet, in Prince William's Sound, there are but few Indians; they are called "Nuchusk." There may be about four hundred in all, with some few Aleutes.

Hutchinson, Kohle & Co. have a post on the south end of Heinenbrooke Island, which is the depot for the furs that come down the Copper River, although they collect many sea-otter, for which the shore about the mouth of Copper River and around Middleton Island is famous.

Every year, the middle of June, three or four large skin-canoes, capable of carrying five tons each, are sent up Copper River, loaded with trading goods, done up in one-hundred-pound packages, covered with water-tight skins, so that should accident happen, which not unfrequently occurs, the goods are portable to handle. It takes about eighty days to make the trip; the canoes are hauled most of the way on the ice, on their ascent of the river. On the return, the winter collection of furs are brought down, the river then being clear of ice. The magazine is about eighty miles up the river. The Indians about Copper River are called "Madnusk," or Copper Indians, and may be classed with the wandering tribes. To the east, along the coast, about one hundred and fifty miles from the mouth of Copper River, we come to Behring Bay. The most northern of the Kolosh Indians, of which there are numerous tribes, extending to Portland Canal, all speak the same language with a little difference in dialect. They are a savage and piratical race, and as a general thing are not to be trusted. Fear of punishment for outrages keeps them in order.

I herewith add a list of the tribes from Behring Bay to the southern boundary :

Residence.	Name of tribe.	Number.
Behring Bay.....	Yucatat.....	300
Behring Bay.....	Sitkine.....	1,200
Behring Bay.....	Tongas.....	400
Cross Sound.....	Whinega.....	500
Cross Sound.....	Whinega (Interior).....	800
Chilkat Inlet.....	Chilkat.....	2,500
Chilkat Inlet.....	Anega.....	300
Stephen Passage.....	Takon.....	2,000
Stephen Passage.....	Sitka.....	1,000
Admiralty Island.....	Hoodsinoo.....	1,000
Admiralty Island.....	Kaka.....	750
Admiralty Island.....	Ank.....	750

Of the Yucatat tribe, they have but few furs in the winter; they do nothing in spring. They trade and trap with some Indians to the south of them, who live on some small streams that empty into the ocean. I could get no information from them respecting their neighbors, respecting their numbers and language. All they said was, that they were more numerous than themselves, and they made good trade with them for marten, mink, fox, bear, wolverine, and lynx, for which they gave them tobacco, brown sheeting, needles, thread, knives, buttons, beads, &c.

The Yucatata have been in the habit of trading with the Sitkas and Chilkats, who in the summer season pay them visits, taking from Sitka such articles as dry goods, powder, shot, knives, and trinkets, bringing back furs.

The Whinegas have but few furs; they are chiefly employed in hair-seal fishing, of which they get abundance; they get in trade about eight cents a piece for them. They also get some marten, mink, fox, and bear from Cross Sound.

We go north to Chilkat, at the head of the inlet so named, where there is a river on which there are three villages; each village is presided over by a chief.

The Chilkats are the most numerous of all the Kolosh tribes. They catch some furs about their own grounds, but the greater portion comes from the interior, or where they go to trade twice a year, spring and fall. There is no doubt but they make a big profit on the skins they bring down.



6
Juneau, Alaska, September 26, 1910.

The Honorable Secretary of the Interior,
Washington, D. C.

We, the undersigned members of the Crow family or Clan of the Taku Indian tribe, residing in and about Taku River and at Juneau, Alaska, respectfully ask that the Government of the United States assist us in establishing our rights to the ownership and possession of our tribal house and home at Juneau, Alaska, together with the ground upon which the same is situated, and which said tribal house and home has been in our possession, by and through our head or chief of the said Crow family or Clan for more than thirty years last past, and was established by us in the construction of buildings, dedication and maintenance of the same at great expense.

One Mrs. Alyce Anderson pretends to claim the said, our, tribal house and home, under a personal judgment and sale entered and made in and by the District Court for Alaska, Division No. 1, against one Chief Johnson, our former Chief and head of the said Crow family and Clan, to collect a personal debt against and of the said Chief Johnson, and not to collect a debt against the said Crow family or Clan.

We trust the Government will help us to clear our title to our tribal house and home, and will send an agent to in-

investigate our claims and if found correct, and just, to secure to us our rights in this matter.

Very respectfully

1 Jim Bean x
2 Mrs. Johnson x
3 Skan-na x
4 Sta-teen x
5 Jim Ka-larit x
6 Chief Ana-la-had x
7 David Stuteen
8 George x
9 Johnny Williams x
10 Jimmie Kang x
11 Mary x
12 Been x
13 Jack x
14 Samdow Been x
15 Charlie Johnson x
16 Kac - gee - hak x
17 Annie Johnson x
18 Mary x
19 Jimmie Jackson x
20 Charlie x
21 David Jackson x
22 Peady B. x
23 Dick Kanash x
24 Jimmie Jackson x
25 John Cook x

Juneau 6-9

October 12, 1910.

get

Mr. Don M. Carr,
Department of the Interior,
Washington, D. C.

My dear Mr. Carr:

I beg to acknowledge receipt of the enclosed petition from certain members of the Crow Family or Clan of the Taku Indian Tribe, residing in and about Taku River, and at Juneau, Alaska, requesting that the United States Government assist them in establishing their right to the ownership and possession of their tribal house and home at Juneau, Alaska, together with the land upon which the same is situated, which house and land are claimed by one Mrs. Alyce Anderson by virtue of a personal judgment and sale against one Chief Johnson, the former Chief and head of the above mentioned Crow Family or Clan, ^{and} of your note indorsed upon said petition requesting any data that the Bureau of Education might have pertaining to the same.

Mr. F. J. Waldron.

2.

the United States Attorney at Juneau in order that the interests of these natives may be protected.

You are also instructed to forward a complete report, in duplicate, to this Office covering the result of your investigation as soon as the same has been completed.

For your information, I desire to state that the Mrs. Anderson referred to in the enclosed petition was one of the defendants in a law suit instituted by the Bureau of Education in 1905 for the possession of a certain tract of land set aside for educational purposes at Juneau, Alaska, which suit was decided against the defendants in 1907.

Very respectfully,

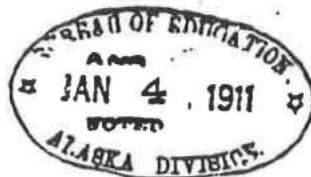
Acting Commissioner.

Enclosure.

DEPARTMENT OF THE INTERIOR,
WASHINGTON.

C.

January 4, 1911.



Sir:

I have received your letter of December 28, forwarding the report of Superintendent of Schools Waldron, dated at Juneau, Alaska, December 12, 1910, with regard to the claim of certain members of the Crow family of the Taku Indians of Alaska to what is known as the tribal house and home of said tribe.

Mr. Waldron's report indicates that the interests of the members of this tribe are being fully protected so that there appears to be nothing further that the Department or your service can do in the premises at this time. Will you please instruct Superintendent Waldron to submit a further report upon the conclusion of the proceedings referred to by him.

Very respectfully,

R. Ballinger
Secretary.

The Commissioner of Education.

88TH CONGRESS }
1st Session }

SENATE }

REPORT
No. 124

AUTHORIZING SURVEY AND ESTABLISHMENT OF A
TOWNSITE FOR THE JUNEAU INDIAN VILLAGE IN
ALASKA

APRIL 9, 1963.—Ordered to be printed

Mr. GRUENING, from the Committee on Interior and Insular Affairs,
submitted the following

REPORT

[To accompany S. 247]

The Committee on Interior and Insular Affairs, to whom was referred the bill (S. 247) to authorize survey and establishment of a townsite for the Juneau Indian village in Alaska, having considered the same, report favorably thereon without amendment and recommend that the bill do pass.

PURPOSE OF THE BILL

The Native Townsite Act does not apply to tidelands, and this village is located largely on filled-in tidelands. The legislation will permit survey of the tideland areas which are an integral part of this town.

COST

No increase in budgetary requirements is involved.

DEPARTMENTAL RECOMMENDATION

A favorable report was submitted by the Department of the Interior; which follows:

DEPARTMENT OF THE INTERIOR,
OFFICE OF THE SECRETARY,
Washington, D.C., March 22, 1963.

HON. HENRY M. JACKSON,
Chairman, Committee on Interior and Insular Affairs,
U.S. Senate, Washington, D.C.

DEAR SENATOR JACKSON: This is in response to your request for a report on S. 247, a bill to authorize survey and establishment of a townsite for the Juneau Indian village in Alaska.

85006

352
U.S.A.
v.f.

COMPLIMENTS OF THE
ALASKA STATE LIBRARY & ARCHIVES

Alaska State Library
Alaska Historical Collections
P.O. Box 110571
Juneau, AK 99811-0571

We recommend that the bill be enacted.

The bill makes the Native Townsite Act of May 25, 1926 (44 Stat. 629, 48 U.S.C. 355a-d), applicable to all lands of the Juneau Indian village of Alaska, including uplands and filled-in tidelands occupied on the date the bill is enacted.

Under the Native Townsite Act a townsite patent can be issued to a townsite trustee conveying nonmineral public lands in Alaska that are claimed or occupied by natives. The Secretary can survey the townsite into lots, and the trustee can convey the lots to the native occupants or claimants. A title conveyed to a native is inalienable without approval of the Secretary, and is not subject to taxation, sale to satisfy debts, or claims of adverse possession. Upon sale by a native, with the approval of the Secretary, the title becomes unrestricted. The Secretary can also remove restrictions upon application of the native.

The Native Townsite Act does not apply to tidelands, and a substantial portion of the Juneau native village is located on filled-in tidelands. Although the present law could be used to establish a townsite on the part of the village that is located on the uplands, legislation along the lines of this bill is needed in order to permit the townsite patent to include the entire village site.

We are not aware of any dispute about the use or occupancy by the natives of the tideland portion of the village. Native occupancy predates the founding of the city of Juneau, and the native occupancy is protected against disturbance by the Alaska Organic Act of May 17, 1884 (23 Stat. 24). In the early case of *Heckman v. Sutter*, 119 F. 83 (1902), it was decided that tidelands are included in the organic act's protection against disturbance, and this Department has consistently acknowledged and respected the native use and occupancy.

In an opinion dated September 16, 1960 (M-36604) the Solicitor of this Department concluded that the tidelands occupied by natives at the Juneau Indian village were not transferred to the territory of Alaska by the act of September 7, 1957 (71 Stat. 623), or to the State by the Statehood Act of July 7, 1958 (72 Stat. 339). The lands are still subject to the control of the United States and can be made subject to the townsite law.

Although the Native Townsite Act of 1926 applies only to non-mineral public lands, in 1962 (by Public Law 87-742) the act was made applicable to coal, oil, and gas lands with an appropriate reservation of the coal, oil, and gas to the United States.

The Bureau of the Budget has advised that there is no objection to the presentation of this report from the standpoint of the administration's program.

Sincerely yours,

JOHN A. CARVER, Jr.,
Assistant Secretary of the Interior.

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1960 WL 12653 (Sol.Gen.)

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Cite as: 1960 WL 12653 (Sol.Gen.)

The United States Department of the Interior

(Solicitor General Opinion)

*1 TITLE STATUS OF TIDELANDS COMPRISING THE JUNEAU INDIAN VILLAGE

M-36604

September 16, 1960

Alaska: Possessory Rights - - Alaska: Tidelands - - Alaska: Statehood Act - -
Indian Tribes: Alaskan Groups

The established congressional policy to reserve those lands, including tidelands, used and occupied by the Alaskan Natives, under the absolute jurisdiction and control of the United States in aid of further legislation was continued by virtue of Section 3 (c), Act of September 7, 1957, and Section 4 of the Alaska Statehood Act.

MEMORANDUM

To: Commissioner of Indian Affairs
From: The Solicitor

Subject: Title status of the tidelands comprising the Juneau Indian Village

A question has been raised as to whether the tidelands upon which the Juneau Indian Village is located were granted by Act of Congress to the State of Alaska.

We are of the opinion for the reasons set forth below that the United States retained the fee simple title to the tidelands occupied by the Indians within the Juneau Indian Village and no transfer of these lands has been effected by Act of Congress.

The Juneau Indian village was not included in the survey of May 8, 1892, which established the Juneau townsite nor has any official government survey been made of the Village to date. It appears that the Indians had their homes and buildings constructed on poles or pilings to keep them out of water at high tide, not only at the time of the townsite survey but long before the summer of 1880 when the founders of the City of Juneau arrived at the Indian Village. A history of the Indian occupancy in the Juneau Indian Village is found in *United States v. 10.95 Acres of Land in Juneau*, 75 F. Supp. 841, 842 (1948).

Congress, at an early date, enacted legislation to protect the Indians in their use and occupancy of lands in the Territory of Alaska. the first Organic Act for Alaska, the Act of May 17, 1884, 23 Stat. 24, 26, provided in Section 8:

"That the Indians or other persons in said district shall not be disturbed in the possession of any lands actually in their use or occupation or now claimed by them but the terms under which such persons may acquire title to such lands is reserved for further legislation by Congress # # # ."

1960 WL 12653 (Sol.Gen.)
 (Cite as: 1960 WL 12653, *1 (Sol.Gen.))

Subsequent legislation likewise contained provisions protecting the Alaskan Natives in the use and occupancy of land occupied by them at the time. Act of March 3, 1891, 26 Stat. 1095, 1100; Act of June 6, 1900, 31 Stat. 321, 330; Act of May 1, 1936, 49 Stat. 1250. This legislation shows a consistent congressional policy to reserve lands occupied by natives in Alaska in aid of further legislation. Thus, in *Tee-Hit-Ton Indians v. United States*, 348 U.S. 272, 278, 288 (1953), it was held that the Congress did not grant to the Alaskan Indians by the 1884 act, *supra*, or the Act of June 6, 1900, *supra*, any compensable rights or ownership in the land occupied by them, the intention of the legislation being merely to retain the status quo until further congressional action was taken.

*2 This Department, pursuant to the legislative intent indicated by Congress, has consistently acknowledged and respected the use and occupancy by the Alaska natives. 13 L.D. 120 (1891); 23 L.D. 335 (1896); 26 L.D. 517 (1898); 28 L.D. 427 (1899); 37 L.D. 334 (1908); 50 L.D. 315 (1924); 52 L.D. 597 (1929); 53 L.D. 194 (1930); 53 I.D. 593 (1932).

It was decided at an early date in *Heckman v. Sutter*, 119 F. 83, 88 (1902), that the tidelands are included in the prohibition contained in Section 8 of the 1884 act, *supra*, against disturbing Indians in the use or possession of any lands in Alaska. In *Heckman v. Sutter*, 120 F. 393, 395 (1904), the Court considered it as well settled that prior to Statehood Congress can grant rights in or title to the tidelands of the territories in any manner it deems proper.

In two recent legislative enactments wherein it was provided for the transfer of the title to the tidelands, the policy of preserving the status quo on the question of Indian use and occupancy of Alaskan lands appears to have been maintained by specifically reserving such lands from the grant made by the acts.

Thus, when certain tidelands were transferred the Territory of Alaska by the Act of September 7, 1957, 71 Stat. 623, it was especially provided in Section 3 of the act that no grant was to be made of:

" # # # (c) any land which, on the date of approval of this Act, is held, or any land in which, on the date of approval of this Act, any interest is held, by the United States for the benefit of any tribe, band, or group of Indians, Aleuts, and Eskimos or for individual Indians, Aleuts, and Eskimos; # # # ."

The tidelands comprising the Juneau Indian Village come within the scope of the afore quoted Section 3 (c) since on the date of the act they were clearly held by the United States for the benefit of the Indians. That the land was held by the United States cannot be questioned since the title was in the United States. In view of the long standing position of the United States with respect to Indian occupancy in Alaska, the lands so occupied by the Indians are withheld from disposal and this is obviously and necessarily for the benefit of the Indians. The Department apparently so construed the exception for in its report on the bill it said, "The bill also protects the rights of Indians, Aleuts, and Eskimos." Congress concurred by adopting the Department's report in reporting of the bill. Senate Report No. 1045, 85th Congress, 1st Session.

The Act of July 7, 1958, 72 Stat. 339, as amended, providing for the admission of the State of Alaska into the Union represents the latest example of legislation in which Congress continues the policy of preserving for its future determination the question of the Alaskan natives' use and occupancy of lands in

1960 WL 12653 (Sol.Gen.)

Cite as: 1960 WL 12653, *2 (Sol.Gen.)

Alaska. Section 4 of the act provides:

" # # # any right and title to any lands or other property (including fishing rights) the right or title to which may be held by any Indians, Eskimos, or Aleuts (hereinafter called natives) or is held by the United States in trust for said natives: That all such lands shall be and remain under the absolute jurisdiction and control of the United States until disposed of under its authority # # # ." (Emphasis supplied.)

*3 No attempt was made in Section 4 of the Statehood Act to deal with the legal merits of the indigenous rights, the intention being to leave the matter in status quo for future legislative action. See H. Rept. No. 624, 85th Cong., 1st Sess., P. 19, and S. Rept. No. 1163, 85th Cong., 1st Sess., P. 15.

GEORGE W. ABBOTT, The Solicitor.

1960 WL 12653 (Sol.Gen.)

END OF DOCUMENT

Alaska Native Service
Juneau, Alaska
June 7, 1946

The District Engineer
U. S. Engineer Department
1400 Textile Tower
Seattle 1, Washington

*DOUGLAS INDIAN ASSOCIATION
PRES. - Henry B. Peterson
BOX 248 434
Douglas, Ak. 99 824*

RE: Douglas Small Boat Harbor

Dear Sirs

The Alaska Native Service, through the Indian Reorganization Act Credit Funds, supervises loans from the United States to Indians in Alaska.

Loans are made to Indian Chartered Corporations for re-lending to individual homeowners. At the present time, corporate loans have been made to serve Indian Chartered Corporations in Southeastern Alaska, primarily for the purpose of purchasing fishing boats, engine and equipment and repairing boats. A total of 290 loans have been made, which has provided many Indians with fishing boats in this area. These boats very frequently come to Juneau for supplies and services, and many of the boat owners live on their boats during a large portion of the winter while working in Juneau. The crowded small boat harbor at Juneau would be relieved of serving many of these boats, provided a harbor is established at Douglas.

One of the requirements for each individual loan is that the boat is protected by insurance. Full coverage insurance is not required due to the excessive cost of the premium, consequently, damages done to boats in the crowded harbor or elsewhere must be taken care of by the boat owner, as this damage is not covered in the "total loss" type of insurance.

The Douglas Indian Association, an Indian Chartered Corporation, has contemplated securing a corporate loan for the purpose of making individual loans to worthy Douglas Native members, however, a very important condition involved is the problem of securing satisfactory and adequate harbor facilities. At the present time, there are none at Douglas. It is doubtful if loan funds can be approved until it is assured that adequate harbor facilities will be available. The present lack of harbor facilities at Douglas has feared a majority of the Natives to use smaller boats than they must to adequately provide for their families. With the small boats, they are confined to very limited fishing. The fish cannery at Douglas is now being rebuilt which will require additional and larger boats for the Douglas Native fisherman if they are to participate in this local industry which we are anxious to see developed for their welfare. Native boats from other villages will also serve the Douglas cannery, the only one in this area, which will automatically increase the need for adequate harbor facilities.

The District Engineer
U. S. Engineer Department
June 7, 1946
Page (2)

The Natives of Southeastern Alaska are dependent upon fishing boats for making a living. The United States is financing them through the Indian Reorganization Act, and plans are under way for loans through the Veterans' Administration. One of the necessary conditions for the protection of Government funds tied up in these loans is a safe place for mooring the boats.

There are approximately 50 Native boats at Hoonah and 25 at Angoon with Government loans, requiring harbor facilities when in this area.

The Douglas Native Village is a series of dilapidated shacks which are located at random on the beach south of Douglas and need complete rehabilitation. The City of Douglas has acquired 26 quonset huts for temporary Veteran housing and the Douglas City Council has agreed to assign these huts for improvement of the Native village after the present housing shortage subsides. We are advised that certain dredging will be required in connection with the proposed Douglas boat harbor and by the dredging deposits being backfilled on the beach adjacent to the harbor site, a new and suitable village site will be established. The City of Douglas has been assisting in making plans for a satisfactory Native village site and has advised they will assign the proposed filled area for this purpose. Therefore, the building of the harbor will indirectly provide these other needed and very beneficial improvements for the betterment of the welfare of the Douglas Natives and the City in general.

We sincerely hope and strongly recommend that the proposed Douglas small boat harbor project will be approved.

Sincerely yours,

Don C. Foster
General Superintendent

JUNEAU AND DOUGLAS HARBORS, ALASKA

LETTER

FROM

THE SECRETARY OF THE ARMY

TRANSMITTING

A LETTER FROM THE CHIEF OF ENGINEERS, DEPARTMENT OF THE ARMY, DATED APRIL 19, 1955, SUBMITTING A REPORT, TOGETHER WITH ACCOMPANYING PAPERS AND AN ILLUSTRATION, ON A REVIEW OF REPORTS ON JUNEAU AND DOUGLAS HARBORS, ALASKA, REQUESTED BY A RESOLUTION OF THE COMMITTEE ON RIVERS AND HARBORS, HOUSE OF REPRESENTATIVES, ADOPTED ON OCTOBER 30, 1945

JANUARY 9. 1956.—Referred to the Committee on Public Works and ordered to be printed, with an illustration

LETTER OF TRANSMITTAL

DEPARTMENT OF THE ARMY,
Washington 25, D. C., December 20, 1955.

The SPEAKER OF THE HOUSE OF REPRESENTATIVES.

DEAR MR. SPEAKER: I am transmitting herewith a report dated April 19, 1955, from the Chief of Engineers, Department of the Army, together with accompanying papers and an illustration, on a review of reports on Juneau and Douglas Harbors, Alaska, requested by a resolution of the Committee on Rivers and Harbors, House of Representatives, adopted on October 30, 1945.

In accordance with section 1 of Public Law 14, 79th Congress, and Public Law 732, 79th Congress, the views of the Governor of Alaska are set forth in the enclosed communication, together with the views of the Department of the Interior, in accordance with Public Law 732, 79th Congress.

Although the Bureau of the Budget advises that there is no objection to the submission of the revised report to Congress, it states that no commitment can be made at this time as to when any estimate of appropriation would be submitted for construction of the project modification, if authorized by the Congress, since this would be governed by the President's budgetary objectives as determined by the then prevailing fiscal situation. The complete views of the Bureau of the Budget are contained in the attached copies of its letters.

Sincerely yours,

CHARLES C. FINUCANE,
Acting Secretary of the Army.

COMMENTS OF THE BUREAU OF THE BUDGET

EXECUTIVE OFFICE OF THE PRESIDENT,
BUREAU OF THE BUDGET,
Washington 25, D. C., December 1, 1955.

The honorable the SECRETARY OF THE ARMY.

MY DEAR MR. SECRETARY: Assistant Secretary Roderick's letter of May 2, 1955, submitted the proposed revised report of the Chief of Engineers on Juneau and Douglas Harbors, Alaska, requested by a resolution of the House Rivers and Harbors Committee, adopted October 30, 1954.

I am authorized by the Director of the Bureau of the Budget to advise you that there would be no objection to the submission of the revised report to the Congress. However, no commitment can be made at this time as to when any estimate of appropriation would be submitted for construction of the project modification, if authorized by the Congress, since this would be governed by the President's budgetary objectives as determined by the then prevailing fiscal situation.

Sincerely yours,

CARL H. SCHWARTZ, JR.,
Chief, Resources and Civil Works Division.

COMMENTS OF THE BUREAU OF THE BUDGET

EXECUTIVE OFFICE OF THE PRESIDENT,
BUREAU OF THE BUDGET,
Washington 25, D. C., March 14, 1955.

The honorable the SECRETARY OF THE ARMY.

MY DEAR MR. SECRETARY: Assistant Secretary Roderick's letter of August 5, 1954, submitted the proposed report of the Chief of Engineers on Juneau and Douglas Harbors, Alaska, requested by resolution of the Committee on Rivers and Harbors, House of Representatives, adopted October 30, 1945.

The Chief of Engineers recommends, subject to certain conditions of local cooperation, modification of the existing project for Juneau Harbor to provide for a basin at Juneau 19 acres in extent and 12 to 14 feet deep with a protective jetty 530 feet long and a breakwater 1,150 feet long, and a basin at Douglas 5.2 acres in extent and 12 feet deep with a protective jetty 90 feet long.

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On the basis of October 1953 price levels, the total cost of this recommended improvement is estimated at \$1,733,000, of which \$1,258,000 is Federal (\$1,253,000 for construction and \$5,000 for navigation aids) and \$475,000 is non-Federal. The benefit-cost ratio is stated to be 1.3. At our request, the Corps of Engineers furnished additional information showing that this ratio was derived on the basis of estimated annual benefits totaling \$80,840 and estimated annual charges totaling \$62,050, of which \$53,470, including \$8,600 for additional maintenance, is Federal and \$8,580 is non-Federal.

The report also recommends that the project modification include provision for future enlargement of the proposed basin at Douglas at an estimated additional cost of \$560,000, the enlargement to be undertaken at such time as the Chief of Engineers finds the work warranted and economically justified. The Bureau of the Budget believes that this additional feature should not be authorized until the need becomes more apparent and its economic justification has been clearly demonstrated.

I am authorized by the Director of the Bureau of the Budget to advise you that, while there would be no objection to the submission of the report to the Congress, authorization of the enlargement of the proposed basin at Douglas, which the Chief of Engineers indicates is neither warranted nor economically justified at this time, would not be in accord with the program of the President. Furthermore, no commitment can be made at this time as to when any estimate of appropriation would be submitted for construction of the project modification, if authorized by the Congress, since this would be governed by the President's budgetary objectives as determined by the then prevailing fiscal situation.

Sincerely yours,

CARL H. SCHWARTZ, Jr.,
Chief, Resources and Civil Works Division.

COMMENTS OF THE TERRITORY OF ALASKA

TERRITORY OF ALASKA,
OFFICE OF THE GOVERNOR,
Juneau, May 26, 1954.

S. D. STURGIS, Jr.,
*Major General, Chief of Engineers,
Department of the Army, Washington, D. C.*

DEAR GENERAL STURGIS: I have read your proposed report and the reports of the Board of Engineers for Rivers and Harbors and the district and division engineers, on a review of reports on Juneau and Douglas Harbors, Alaska. In view of my long and intimate acquaintance with the communities of the Gastineau Channel area I concur fully with the views and recommendations made and also wish to compliment your staff on an outstanding, sound, and thorough presentation of the background of the area and its problems. Due to the local geography and the nature of our natural resources, small boats have been and will continue to be vitally essential to the development of the resources of this area and for communication and transportation.

The proposed construction of a large pulp and paper mill on Gastineau Channel to provide newsprint is a distinct possibility in the very near future. Necessary logging operations in connection with this newsprint plant will require the operation of many small boats and tugs for the servicing and operation of their logging camps. The addition of this small-boat fleet will add considerably to the number of boats that will require additional small-boat harbor facilities on Gastineau Channel.

It has been painfully evident for several years now that the number of small boats required by this area cannot be adequately cared for with the present small-boat harbor basins and facilities. The proposed improvements, therefore, are very basic requirements for the continued development and servicing of the area surrounding the Gastineau Channel.

I concur fully with the views presented in your proposed report and the recommendations of the Board, and urge that all efforts be bent to secure favorable consideration by Congress.

Sincerely yours,

B. FRANK HEINTZLEMAN, *Governor.*

COMMENTS OF THE DEPARTMENT OF THE INTERIOR

DEPARTMENT OF THE INTERIOR,
OFFICE OF THE SECRETARY,
Washington 25, D. C., July 22, 1954.

Maj. Gen. S. D. STURGIS, Jr.,
*Chief of Engineers,
Department of the Army,
Washington 25, D. C.*

DEAR GENERAL STURGIS: This is in reply to your letter of April 13, transmitting for our comments your proposed report, together with the reports of the Board of Engineers for Rivers and Harbors, and of the district and division engineers, on a review of reports on Juneau and Douglas Harbors, Alaska.

Your report recommends modification of the existing project for Juneau Harbor to provide for construction of two new boat basins at Juneau and at Douglas at an estimated cost to the United States of \$1,253,000 for construction.

The proposed project would be of substantial benefit to Juneau and the neighboring areas, which are heavily dependent on small-boat traffic for industrial, trade, and recreational purposes. The project would also be advantageous in connection with mooring and operation of the boats owned by this Department.

The Fish and Wildlife Service reports that the proposed project will not directly affect fish and wildlife resources and that the fishing industry would be benefited generally.

This Department concurs with your recommendations that existing facilities are inadequate to serve the needs of the boats based in the area of Juneau and Douglas and that the construction of additional facilities is required.

The opportunity to review your report is appreciated.

Sincerely yours,

ORME LEWIS,
Assistant Secretary of the Interior.

REPORT OF THE CHIEF OF ENGINEERS, DEPARTMENT OF THE
ARMY

DEPARTMENT OF THE ARMY,
OFFICE OF THE CHIEF OF ENGINEERS,
Washington 25, D. C., April 19, 1955.

Subject: Juneau and Douglas Harbors, Alaska.

To: The Secretary of the Army.

1. I submit herewith for transmission to Congress the report of the the Board of Engineers for Rivers and Harbors in response to resolution of the Committee on Rivers and Harbors of the House of Representatives, adopted October 30, 1945, requesting the Board to review the reports on Douglas Harbor, Alaska, submitted in House Document No. 249, 75th Congress, 1st session, with a view to determining if it is advisable to modify the existing project in any way at this time.

2. After full consideration of the reports secured from the district and division engineers, the Board recommends (subject to certain conditions of local cooperation) that the existing project for Juneau Harbor, Alaska, be modified to provide for a basin at Juneau 19 acres in extent and 12 to 14 feet deep with a protective jetty 530 feet long and a breakwater 1,150 feet long, and a basin at Douglas 5.2 acres in extent and 12 feet deep with a protective jetty 90 feet long, both as proposed by the district engineer in plan A of his report, at an estimated cost to the United States of \$1,253,000 for construction and \$8,600 annually for maintenance in addition to that now required; and for future enlargement of the basin at Douglas to the size proposed by the district engineer in plan B of his report, the enlargement to be undertaken at such time as the Chief of Engineers finds the work warranted and economically justified, at an estimated additional cost of \$560,600 for construction and \$7,400 annually for increased maintenance; all generally in accordance with the plans of the district engineer and with such modifications thereof as in the discretion of the Chief of Engineers may be advisable.

3. My report, concurring in the views and recommendations of the Board, was referred to the Bureau of the Budget for comment as to its relationship to the program of the President. By letter of March 14, 1955, the Bureau of the Budget expressed its opinion that the future enlargement of the proposed basin at Douglas at such time as the work was found warranted and economically justified should not be authorized until the need becomes more apparent and its economic justification has been clearly demonstrated. The Bureau of the Budget advised that, while there would be no objection to the submission of the report to the Congress, authorization of the future enlargement of the Douglas basin would not be in accord with the program of the President. Further consideration has been given this matter.

4. Accordingly, I recommend that the existing project for Juneau Harbor, Alaska, be modified to provide for a basin at Juneau 19 acres in extent and 12 to 14 feet deep with a protective jetty 530 feet long and a breakwater 1,150 feet long, and a basin at Douglas 5.2 acres in extent and 12 feet deep with a protective jetty 90 feet long at an estimated cost to the United States of \$1,253,000 for construction and \$8,600 annually for maintenance in addition to that now required, all generally in accordance with plan A of the district engineer's report and with such modifications thereof as in the discretion of the Chief

of Engineers may be advisable; provided local interests agree to (a) furnish without cost to the United States all necessary lands, easements, rights-of-way, and spoil-disposal areas for initial work and for subsequent maintenance when and as required; (b) hold and save the United States free from damages due to the construction and maintenance of the project; (c) make all necessary alterations in sewer, water supply, drainage, and other utility facilities; (d) construct, maintain, and operate at both basins adequate mooring facilities, utilities, and public landings with suitable service and supply facilities open to all on equal terms; (e) provide and maintain all bulkheads necessary to retain dredged material shoreward of either basin as may be desired by local interests; and (f) maintain the existing causeway to Juneau Isle and the rockfill approach to the Douglas city wharf so as to provide adequate protection to the Douglas basin.

S. D. STURGIS, Jr.,
Major General, USA,
Chief of Engineers.

REPORT OF THE BOARD OF ENGINEERS FOR RIVERS AND HARBORS

CORPS OF ENGINEERS, UNITED STATES ARMY,
BOARD OF ENGINEERS FOR RIVERS AND HARBORS,
Washington 25, D. C., February 26, 1954.

Subject: Juneau and Douglas Harbors, Alaska.

To: The Chief of Engineers, Department of the Army.

1. This report is submitted in response to the following resolution adopted October 30, 1945:

Resolved by the Committee on Rivers and Harbors of the House of Representatives, United States, That the Board of Engineers for Rivers and Harbors be, and is hereby, requested to review the reports on Douglas Harbor, Alaska, submitted in House Document Numbered 249, Seventy-fifth Congress, first session, with a view to determining if it is advisable to modify the existing project in any way at this time.

2. Juneau and Douglas Harbors are on Gastineau Channel in southeastern Alaska about 1,000 miles northwest of Seattle, Wash. Juneau Harbor is on the mainland shore of the channel and Douglas Harbor is about 2 miles southward on Douglas Island. Gastineau Channel connects the harbors with the Inside Passage and routes to the ocean. Southward from Juneau the channel is deep; northward from that city it shoals rapidly, and around the north end of Douglas Island it is navigable only by small craft at high tide. Depths and facilities at Juneau Harbor are in general adequate for all classes of shipping in the Alaskan trade. Depths and facilities at Douglas Harbor are adequate for normal shipping needs at that place. Facilities for small craft are inadequate at both harbors. The harbors are usually open to shipping throughout the year. The mean tidal range in the locality is 14 feet; the extreme range, 26.4 feet. The existing Federal project for Juneau Harbor provides for a small-boat basin 11.5 acres in area and 12 feet deep protected by two breakwaters, one 430 feet long and the other 1,540 feet long. The project was completed in 1939. Costs to June 30, 1952, were \$179,180, of which \$150,716 was for new work and \$28,464 was for maintenance. The estimate for annual cost of maintenance is \$3,000. No Federal

project has been authorized for Douglas Harbor. Local interests have provided 17 wharves and float systems in Juneau Harbor and 1 wharf and 2 floats in Douglas Harbor. At Douglas they have constructed a rockfill approach to the city wharf and a causeway to Juneau Isle which afford partial protection to the small-craft harbor site, relocated a sewer outfall that formerly discharged into the harbor area, and improved the access road, all at a cost of about \$92,000. The causeway to Juneau Isle was raised and paved by the United States Bureau of Mines at a cost of about \$35,000. Douglas Harbor affords no protected moorage for small craft and owing to the exposed location of the floats they are used only from about April to October each year. An authorized Federal project for improvement of Gastineau Channel northward of Juneau has not yet been undertaken.

3. Juneau, the capital of Alaska, had a population of 5,956 in 1950; Douglas had 699. Juneau is the principal trade and industrial center of the area and is also headquarters for most Federal agencies represented in Alaska. It has a cold-storage plant of 9 million pounds capacity; an electrically operated sawmill with a capacity of 80,000 board-feet per shift; 7 boatbuilding plants; and several marine supply, repair, and service establishments. Douglas is principally a residential suburb of Juneau. It has a fish cannery, small-boatbuilding plant, and shops and services for ordinary needs, but is largely dependent on Juneau for special services and supplies. The principal resources of the area are fish, timber, minerals, and recreational features. The major industrial activity is fishing and fish processing. In 1951, 3,163 tons of fish were landed at Juneau, and in the same year 5,074 tons of fish were processed in that city and the remainder of the tributary area. In the 10-year period 1942 through 1951 waterborne commerce in the Juneau-Douglas area averaged 180,400 tons, of which 144,400 tons were transported in vessels and 36,000 tons were rafted. The 1951 commerce, amounting to about 126,400 tons, was transported by vessels in 2,145 inbound and 2,142 outbound trips, of which 677 trips were made by craft having drafts of 12 feet or more and 3,610 having drafts of less than 12 feet. In addition about 8,660 round trips were made by fishing boats, recreational and miscellaneous-use craft, local freight and charter boats, and Government boats. A fleet of 545 small craft base permanently at Juneau and vicinity. This number is about twice the normal capacity of the Juneau small-boat basin. The indications are that if suitable facilities were available, the number of small craft based in the vicinity would increase to about 850 within a few years.

4. Local interests at Juneau request that a new basin 14 feet deep and twice the size of the existing basin be constructed adjacent to the existing basin to relieve the overcrowding of present facilities and to accommodate boats now forced to moor in unprotected locations. Douglas interests state that lack of a basin at that city forces 50 to 60 Douglas boats to be crowded into the Juneau basin or moored elsewhere. They request provision of a breakwater-protected basin at Douglas just south of the city wharf. The United States Fish and Wildlife Service, having moorage and repair services in the existing Juneau basin, endorses the expansion of Juneau Harbor. The United States Bureau of Mines has recently established headquarters on Juneau Isle. That Bureau and several other agencies of the Depart-

ment of the Interior desire to base their small-boat fleets at Douglas. Local interests at both Juneau and Douglas offer to furnish the necessary land and to construct terminal facilities and bulkheads. The Territorial legislature has adopted a memorial urging the Territorial highway engineer to assist the city of Douglas in improving its basin.

5. The district engineer finds that additional protected moorage for small craft is needed in the Juneau-Douglas area and that any plan should also provide for safe moorage of seaplanes. He has considered two plans for the area. Plan A provides for a new basin at Juneau just north of the existing basin by constructing a north jetty 530 feet long, a detached breakwater 1,150 feet long about parallel to the shoreline, and dredging an area of 19 acres, exclusive of the entrances, shoreward of the breakwater, of which 5.9 acres would be to a depth of 14 feet and the remaining 13.1 acres would be to a depth of 12 feet; and for a basin at Douglas between the approach to the city wharf and the causeway to Juneau Isle by dredging an area of 5.2 acres to a depth of 12 feet and constructing a jetty 90 feet long on the east side of the entrance. The Juneau basin would accommodate about 500 boats with 1 acre reserved for seaplanes; the Douglas basin would accommodate about 100 boats. Plan B provides for the largest economically feasible basin at Douglas with no additional work at Juneau. The basin would be formed by dredging an area of 20 acres to a depth of 14 feet and constructing a pile breakwater and short jetty. The basin would accommodate 530 boats with one-half acre reserved for seaplanes. Benefits for either plan would accrue principally from elimination of damages and abnormal maintenance costs for fishing and other boats; increased fish catch by eliminating lost time by present boats and making possible the use of larger, more efficient boats by native fishermen; increased recreational boating opportunities; benefits to Federal agencies and other boat and seaplane operators; and improvement of native health and living conditions through using for housing sites the new land created by deposition of dredging spoil. The district engineer's estimated first costs, annual charges and benefits, and benefit-cost ratios for the plans are shown in the following tabulation:

Item	Plan A			Plan B
	Juneau basin	Douglas basin	Total	Douglas basin
Federal first cost:				
Construction.....	\$1,029,600	\$141,400	\$1,171,000	\$652,500
Navigation aids.....	4,000	500	4,500	1,000
Total.....	1,033,600	142,200	1,175,800	654,100
Non-Federal first cost.....	358,000	76,000	444,000	328,000
Total first cost.....	1,401,600	218,200	1,619,800	982,100
Federal annual charges.....	7,445	6,515	49,960	31,560
(Annual cost of maintenance, Corps of Engineers).....	(5,700)	(1,300)	(8,000)	(8,250)
Gross non-Federal annual charges.....	30,375	6,250	36,625	20,900
Returns from terminal facilities.....	23,300	5,325	28,625	24,700
Net non-Federal annual charges.....	7,075	925	8,630	5,200
Total annual charges.....	50,520	7,470	57,990	36,820
Annual benefits				
Elimination of damages.....	23,724	4,730	28,454	10,250
Net value of increased fish catch.....	8,750	6,080	14,830	10,550
Recreational and general-use craft benefits.....	16,900	1,830	18,730	15,690
Scaplane benefits.....	4,500	0	4,500	2,250
Benefits to Federal agencies.....	3,940	750	4,730	4,100
Miscellaneous benefits.....	3,000	0	3,000	2,500
Total annual benefits.....	60,860	13,460	74,320	46,380
Benefit-cost ratio.....	1.20	1.81	1.28	1.26

The district engineer finds that either plan is economically justified but that the present overall needs of the area would best be met by provision of plan A. He therefore recommends modification of the existing project for Juneau Harbor, Alaska, to provide for construction of basins at Juneau and Douglas at an estimated cost to the United States of \$1,171,000 for construction and \$8,000 annually for maintenance in addition to that now required, subject to certain conditions of local cooperation. The division engineer concurs.

6. Local interests were advised of the recommendations of the reporting officers and were invited to submit additional information to the Board. Several requests were received for provision of a larger basin at Douglas. Careful consideration has been given to the communications received.

IEWS AND RECOMMENDATIONS OF THE BOARD OF ENGINEERS FOR RIVERS AND HARBORS

7. The Board of Engineers for Rivers and Harbors concurs generally in the views of the reporting officers. Additional protected moorage is needed for small craft and scaplanes in the Juneau-Douglas vicinity. The plan recommended by the district engineer is well adapted to present needs in the area; however, in view of recent developments and increasing population at Douglas, the Board is of the opinion that provisions should be made for future enlargement of the Douglas basin when found to be needed and justified. The larger basin at Douglas is not warranted at this time along with the installation of the additional basin area at Juneau. The district engineer states that the presently estimated cost of plan A is \$1,733,000, of which \$1,253,000 is the Federal cost of construction,

exclusive of \$5,100 for navigation aids. The revised benefit-cost ratios are 1.22 for Juneau, 1.89 for Douglas, and 1.30 for both basins combined.

8. The Board therefore recommends that the existing project for Juneau Harbor, Alaska, be modified to provide for a basin at Juneau 19 acres in extent and 12 to 14 feet deep with a protective jetty 530 feet long and a breakwater 1,150 feet long, and a basin at Douglas 5.2 acres in extent and 12 feet deep with a protective jetty 90 feet long, both as proposed by the district engineer in plan A of his report, at an estimated cost to the United States, of \$1,253,000 for construction and \$8,600 annually for maintenance in addition to that now required; and for future enlargement of the basin at Douglas to the size proposed by the district engineer in plan B of his report, the enlargement to be undertaken at such time as the Chief of Engineers finds the work warranted and economically justified, at an estimated additional cost of \$560,600 for construction and \$7,400 annually for increased maintenance; all generally in accordance with the plans of the district engineer and with such modifications thereof as in the discretion of the Chief of Engineers may be advisable; provided local interests agree to (a) furnish without cost to the United States all necessary lands, easements, rights-of-way, and spoil-disposal areas for initial work and for subsequent maintenance when and as required; (b) hold and save the United States free from damages due to the construction and maintenance of the project; (c) make all necessary alterations in sewer, water supply, drainage, and other utility facilities; (d) construct, maintain, and operate at both basins adequate mooring facilities, utilities, and public landings with suitable service and supply facilities open to all on equal terms; (e) provide and maintain all bulkheads necessary to retain dredged material shoreward of either basin as may be desired by local interests; and (f) maintain the existing causeway to Juneau Isle and the rockfill approach to the Douglas city wharf so as to provide adequate protection to the Douglas Basin.

For the Board:

B. L. ROBINSON,
Major General, Chairman.

REPORT OF THE DISTRICT ENGINEER

SYLLABUS

The district engineer reports that, in addition to its governmental activities as capital of Alaska, Juneau is an important trading and industrial center for a large part of southeastern Alaska, and that Douglas is growing in importance as a residential and industrial suburb of Juneau. He finds that increasing small-boat traffic has resulted in overcrowding of the existing Juneau boat basin and that there is an acute need for protected moorage at Douglas. He considers two plans, plan A providing a moorage basin at both Juneau and Douglas and plan B, a basin at Douglas only, and finds that both are economically justifiable. However, as plan A is better adapted to the needs of the locality and desires of local interests than is plan B, he accordingly recommends modification of the existing project to provide for (a) a boat basin adjacent to the existing one at Juneau by dredging 19 acres, of which 13.1 acres would be to a depth of 12 feet and the remainder to 14 feet, and constructing a jetty 530 feet long and a breakwater 1,150 feet long for its protection; and (b) a boat basin at Douglas by dredging 5.2 acres to a depth of 12 feet, and constructing a rock jetty 90 feet long on the north shore of Juneau Isle; all at an estimated first cost to the Corps of Engineers of \$1,171,000 and an annual cost of \$8,000 for maintenance above that now required, subject to certain conditions of local cooperation as outlined in the report.

CORPS OF ENGINEERS, UNITED STATES ARMY,
OFFICE OF THE DISTRICT ENGINEER,
SEATTLE, DISTRICT,
Seattle, Wash., October 8, 1952.

Subject: Review of Reports on Juneau and Douglas Harbors, Alaska.
To: Division Engineer, North Pacific Division, Corps of Engineers,
500 Pittock Block, Portland 5, Oreg.

1. *Authority.*—This report, with map and appendix, is submitted in compliance with a resolution adopted October 30, 1945, by the Committee on Rivers and Harbors of the House of Representatives, which reads as follows:

Resolved by the Committee on Rivers and Harbors of the House of Representatives, United States, That the Board of Engineers for Rivers and Harbors be, and is hereby, requested to review the reports on Douglas Harbor, Alaska, submitted in House Document Numbered 249, Seventy-fifth Congress, first session, with a view to determining if it is advisable to modify the existing project in any way at this time.

2. *Scope of review and survey.*—In accordance with the resolution quoted above, a review of survey scope was directed by the Chief of Engineers on November 23, 1945. The resolution refers to Douglas Harbor only. However, as the document cited therein considered both Juneau and Douglas Harbors, and as the economic lives of the two cities are so interrelated that one cannot be considered without the other, this review also includes Juneau Harbor.

3. House Document 249, 75th Congress, 1st session, which is reviewed herein, contains a report on preliminary examination and survey of Juneau and Douglas Harbors authorized by the River and Harbor Act of August 30, 1935. In that document the Chief of Engineers recommended improvement of Juneau Harbor only to provide a basin $11\frac{1}{2}$ acres in area and 12 feet deep, protected by breakwaters. The project was adopted by the River and Harbor Act of August 26, 1937.

4. The studies of this report are based on data available in published documents and in the files of this office, on information furnished by local interests, and on field surveys conducted by the Seattle district as follows:

(a) Topographic and hydrographic surveys of Juneau and Douglas Harbors in July and August 1947 to supplement data from previous surveys.

(b) Probings at proposed harbor sites, July and August 1947.

(c) Wind and wave observations at Douglas and Juneau, November 1951 through January 1952.

5. During the course of the investigations, interested local, Territorial, and Federal agencies were consulted. Their comments and suggestions have been given full consideration in the studies.

6. *Description.*—Juneau and Douglas Harbors are on Gastineau Channel, southeastern Alaska, at approximate north latitude $58^{\circ}17'$, and west longitude $134^{\circ}24'$. Juneau Harbor is on the northeast, or mainland, shore of the channel at the mouth of Gold Creek. Douglas Harbor is on the northeast shore of Douglas Island, across the channel from Juneau and about 2 miles southerly therefrom. Juneau Harbor is 873 nautical miles northwest of Seattle, Wash., and 224 nautical miles northwest of Ketchikan, Alaska.

7. Gastineau Channel connects the two harbors with the Inside Passage and routes to the ocean. Southward from Juneau the channel is deep and bordered by steep mountain sides and narrow beaches. Northward from the harbor, the channel shoals rapidly, the passage around the north end of Douglas Island being navigable only by small craft at high tide. A Federal project for improvement of this passage to provide a channel 75 feet wide with bottom elevation at mean lower low water datum has been authorized by Congress but the work has not been accomplished because of lack of appropriations. Approach channels from the ocean and the Inside Passage have depths adequate for all classes of shipping. Both harbors are shown on United States Coast and Geodetic Survey charts 8235 and 8202, and on the map accompanying this report.

8. Juneau Harbor in general has adequate facilities and sufficient depths for the accommodation of all classes of shipping in the Alaska trade. Depths in the main harbor range from 27 feet at the wharves to 120 feet in the channel area. In addition to the open waterfront moorages, a small-boat basin, constructed under a Federal project, provides a protected moorage of 12-foot depth for small craft. This basin, although of ample size when constructed in 1939, is inadequate for present small-boat traffic.

9. Douglas Harbor has controlling depths of 19 to 27 feet at its main wharf. These depths and existing wharf facilities are considered adequate for normal shipping needs. However, suitable facilities for small boats are lacking. A partially protected tidelflat area of about 30 acres exists between the filled approach to the city wharf and a causeway extending to Juneau Isle from a point about 1,800 feet south of the wharf, but except for a small section adjacent to the wharf, depths in this area are too shallow for moorage of small boats.

10. The mean tidal range in the 2 harbors is 14.6 feet, the diurnal range 16.6 feet, and the extreme range 26.4 feet. The flood current sets northwestward in Gastineau Channel past Juneau with a velocity of about 2 knots at strength of current. The tropic velocity of tidal currents is 2.7 knots.

11. The climate of the Juneau-Douglas area is relatively mild as a result of prevailing southerly winds and proximity of the area to the Pacific Ocean. Records over a period of 67 years show temperature variations from a maximum of 89° to a minimum of -15° Fahrenheit, with an annual mean of 42.2°. The average annual precipitation at Juneau is 84.4 inches. The harbors are generally open to navigation throughout the year. Ice formations during severe cold spells are usually broken by tidal fluctuations, except in shallow, protected areas, such as the Juneau boat basin, and in areas diluted by fresh water. Ice to a thickness of 14 inches has been observed in such areas.

12. The high mountains and the coastal islands provide considerable protection against the violent coastal storms. Although strong winds are frequent and may occur at any time of year, storms usually occur during the fall, winter, and spring months. Storm movement is generally from south to north, and prevailing storm winds are southeasterly to northeasterly. (See wind diagram on map.) Available records show winds with velocities up to 33 miles an hour from the southeast. The locality is also subject to local storms known as "Taku" winds. These are severe winds of short duration resulting from the accumulation of cold air masses on the surrounding moun-

tains. They usually blow from a northeasterly or easterly direction and are characterized by short, violent gusts descending from the mountains to the surface of Gastineau Channel. Douglas Harbor is more exposed to these "Taku" winds than is Juneau. The maximum velocity of the gusts is estimated to reach 50 to 70 miles an hour. Winter storms may last from 1 to 7 days but summer storms usually last less than 1 day. Because of the confined channel, wave action at Juneau and Douglas is usually relatively small. However, choppy waves, 2 feet high, have been observed at Douglas during "Taku" storms and waves of sufficient height to endanger small craft are possible in Gastineau Channel in the vicinity of Juneau and Douglas from the southeast exposure.

13. *Tributary area.*—The trade area tributary to Juneau and Douglas Harbors includes the rugged, timbered mainland and islands bordering Gastineau Channel, Stephens Passage, Chatham Strait, Lynn Canal, and Icy Strait. The topography of the area varies from the higher glacier-covered mountains of the mainland to the less rugged mountains and lower lands of the islands. The shores of the mainland and islands are often steep and characterized by fiords that extend considerable distances inland. The locality is generally within the Tongass National Forest except the immediate area of Juneau and Douglas and the northerly shore of Icy Strait, which is within the Glacier Bay National Monument.

14. The principal settlements are those on Gastineau Channel, including the cities of Juneau and Douglas, and several small villages. A number of small cannery and mining settlements and native villages are scattered throughout the tributary area. In 1939 the Juneau recording district, which corresponds approximately with the tributary area, had a population of 8,563. Of this total, about 6,400 were in the Gastineau Channel settlements, including Juneau with a population of 5,729 and Douglas with 522. The 1950 Federal census shows comparative population statistics as follows: Juneau recording district, 8,758; city of Juneau, 5,956; city of Douglas, 699.

15. Juneau is the capital of Alaska and the principal trading and industrial center of the tributary area. It is also headquarters for most of the Federal agencies represented in Alaska. The famous Alaska-Juneau gold mine, formerly its principal industry, has been inoperative since 1944. A cold-storage plant of 9 million pounds capacity has been established at Juneau in connection with the fishing industry. There is a large electrically operated sawmill in the city. Juneau is a service and supply center for fishing, mining, and fur farming activities, and a focal point for hunting, sports fishing, and other recreational pursuits. It has 7 boatbuilding plants, 2 of which are capable of building vessels up to 150 feet in length. Vessel supply, repair, and servicing are provided by 7 marine stores, 4 machine and 3 electronic equipment shops, and 2 hardware stores. As indicated by the population statistics, Juneau is a growing community. This trend is expected to continue in line with Territorial growth.

16. Douglas was originally developed as a mining town during operation of the Treadwell gold mine, situated just southeast of the town. Since closure of the mine by a cave-in in 1917 and particularly since completion of the bridge over Gastineau Channel in 1935, Douglas has become largely a residential suburb of Juneau. This trend in residential development is expected to continue as the topography of

watercraft or seaplanes only. Glacier Bay National Monument is one of the major scenic attractions accessible by water or air from Juneau. Admiralty Island is noted for the Alaskan brown bear. Douglas and other islands in the vicinity also offer hunting and fresh-water sports fishing. Salt-water sports fishing is gaining popularity in the Juneau-Douglas area. An increasing number of pleasure craft from the coastal States visit the locality annually.

25. *Transportation.*—One steamship line operating from Seattle, Wash., and Canadian lines operating from Vancouver, B. C., serve Juneau on regular runs, providing freight, passenger, and mail service. Three local concerns provide passenger and freight service by vessel from Juneau to outlying islands and settlements.

26. A modern airport is located at Auk Bay, about 9 miles north of Juneau on Glacier Highway. A major international airway operates several flights daily between Seattle and Juneau, and also provides scheduled service between Juneau and Fairbanks. One Alaskan airline maintains scheduled service to Anchorage and other parts of the Territory and two local lines serve southeastern Alaska.

27. The Glacier Highway, constructed by the Public Roads Administration, extends northward from Juneau to Eagle River and southward to Thane, aggregating about 47 miles in length. Trails lead from the road to various scenic and recreation spots. Regular transportation service between Juneau and Douglas is provided by local bus lines.

28. *Bridges.*—A fixed highway bridge across Gastineau Channel at Juneau, which provides a land route from Juneau to Douglas, was constructed by the Alaska Road Commission in 1935 under Department of the Army permit. The structure has a channel span of 516 feet and a vertical clearance of 50 feet above mean higher high water over the central width of 200 feet.

29. *Prior reports.*—Except for the reports under review, there are no prior reports referring directly to navigation improvements in Juneau and Douglas Harbors. Juneau Harbor is mentioned, however, in a report on improvement of Gastineau Channel contained in House Document 325, 77th Congress, 1st session, and in a partial report on preliminary examination of harbors and rivers in Alaska submitted November 30, 1948, under authority of section 204, Flood Control Act of 1948 (Public Law 558, 80th Cong.).

30. *Existing Corps of Engineers project.*—The only Federal improvement of Juneau and Douglas Harbor in the interest of navigation has been the work accomplished under the existing project, authorized by the River and Harbor Act of August 26, 1937 (H. Doc. 249, 75th Cong., 1st sess.). This project provides for a small-boat basin $11\frac{1}{2}$ acres in area and 12 feet deep on the mainland side of Gastineau Channel just north of the Juneau-Douglas Bridge, by construction of two rock-mound breakwaters, one 430 feet and the other 1,540 feet in length, and by dredging the protected area. The project works were completed in 1939.

31. The costs of the existing project to June 30, 1952, have been \$150,715.81 for new work and \$28,464.40 for maintenance, a total of \$179,180.21. As no maintenance work was required until the year 1950, when project depths were restored by dredging, the current authorized estimate of \$3,000 (1952) for maintenance dredging is considered to be adequate.

32. *Existing local cooperation.*—Local interests have fully complied with the terms of the existing project which required that they provide all necessary terminal facilities. The Juneau boat basin is equipped with locally provided floats, utilities, and other service facilities.

33. *Other improvements.*—The city of Douglas and the Territorial government of Alaska have constructed a rockfill approach about 500 feet long to the city of Douglas wharf. This approach provides partial protection to a city-owned float and a private boatyard located northerly thereof. They also performed a small amount of dredging at the city float. In 1948 the Alaska Road Commission, assisted by the city of Douglas, built a causeway of mine waste rock from Douglas Island to Juneau Isle beginning at a point about 1,800 feet southerly of the city wharf approach. Built originally to an elevation of 16 feet above mean lower low water, the causeway was later raised to an elevation of 24 feet and paved by the United States Bureau of Mines to provide an access road to the Bureau's new headquarters on Juneau Isle. The location of the causeway was chosen with a view to its later utilization as a protection for a proposed small-boat harbor. The city of Douglas also recently improved the access road to the harbor area and relocated a sewer outfall that formerly discharged into this area. The Territorial and city expenditures for these harbor improvements have totaled about \$92,000, and expenditures by the Bureau of Mines for causeway improvement have been about \$35,000.

34. *Terminal and transfer facilities.*—Seventeen wharves and float systems are in Juneau Harbor and one wharf and two floats are in Douglas Harbor. Of those in Juneau, 1 municipally owned but privately operated wharf and 1 private wharf are for public use as general cargo and passenger terminals. One private wharf is open to the public as a cold-storage terminal. A wharf and a float owned by the Federal Government are used for transfer of Government supplies and construction materials. The remaining wharves are used for industrial purposes. The city of Juneau has 2 float systems for public moorage of small boats, 1 in the small-boat basin and 1 on the open waterfront. A number of private floats are also available for small craft.

35. The one wharf in Douglas Harbor is owned by the city of Douglas and operated by a fish cannery on the wharf. It has a face length of 250 feet and a depth of 30 feet alongside. The packing company recently added a third cannery building to its plant. However, a severe storm in January 1952 destroyed the building and its contents. The wharf was formerly used for occasional large vessel traffic but in recent years ships have not called at Douglas because of its poor condition. As ship cargo to or from Douglas is now handled over the wharves at Juneau, revival of a deep-water terminal at Douglas cannot be foreseen at this time. The city maintains two floats adjacent to the wharf for the use of small craft. They total about 100 feet in length. Because of their exposed location, these floats are used only from about April to October each year, mainly in connection with the cannery operations. Douglas Harbor lacks protected moorage for small craft.

36. *Improvements desired.*—A public hearing was held at Juneau and at Douglas on June 26, 1946, by the district engineer to ascertain

the nature, extent, and necessity of improvements desired by local interests, and conferences were held with local officials during the project studies. The Juneau hearing was attended by 14 persons and the Douglas hearing by 42 persons representing in each case Federal, Territorial, and local governmental agencies, fishing and other small-vessel owners, industrial, business, and other general interests of the community.

37. Local spokesmen at the Juneau hearing requested that another small-boat basin be constructed adjacent to the existing one, the new basin to have a depth of 14 feet at mean lower low water and a size twice that of the existing basin. In support of their request, local interests cited the crowded condition prevailing in the existing basin, the resulting hazards to boats, and the hazards of mooring boats on the open waterfront. They stated that many boats are forced to seek moorage elsewhere, particularly during off-season periods, because of the lack of space in Juneau Harbor. They pointed to the growth of the local cold-storage industry which deals mainly in fish, the trend toward larger fishing craft capable of operating in more distant and exposed fishing banks, the constant increase in marine service and repair industries, and the increasing use of the harbor by transient fishing and pleasure craft. Attention was also called to an increased use of the harbor for moorage of Government boats and seaplanes in connection with their expanding activities.

38. At the Douglas hearing, the city of Douglas boatowners and other local interests requested provision of a boat moorage just south of the city wharf by dredging the beach area between Juneau (Mayflower) Isle and Douglas Island and protecting it by a breakwater on the south (at a location just south of the present causeway). The city of Douglas proposed that material dredged from the basin be deposited on shore adjacent to the basin to create new land which could be used for rehabilitation and relocation of the local native village.

39. In justification of the proposal, local interests stated that the lack of a harbor at Douglas forced moorage of about 50 to 60 Douglas boats in the crowded Juneau boat basin or elsewhere. They described the increased fire hazard created by the crowded conditions in the Juneau basin, where normally from 3 to 5 vessels are moored abreast and broken guard rails and other minor damages are a common occurrence. Data presented at the hearing and by subsequent letters indicated annual damages ranging up to \$5,000 in recent years sustained by vessels moored at the exposed Douglas floats, which are usable each year only from about April to October. Local interests claimed that many former residents of Douglas engaged in fishing moved to other localities because protected moorage was not available at Douglas. The United States Bureau of Mines, which has recently established its headquarters on Juneau Isle, and several other agencies of the Department of Interior have recently expressed a desire to base their small-boat fleets in the proposed Douglas basin. Moorage in this basin would enable them to take advantage of the docking, fire protection, and other facilities to be provided by the Bureau of Mines. Officials of the Fish and Wildlife Service which presently has moorage and repair facilities in the Juneau basin have expressed a preference for extension of that basin in lieu of the Douglas site

because of their desire to retain the expanding fleet at one location and because of the exposure of the Douglas site to "Taku" winds.

40. The general superintendent, Juneau office of the Alaska Native Service, stated that the present lack of harbor facilities at Douglas has forced migration of many native families to other centers of native population and has forced a majority of those remaining to use smaller boats that can be raised easily from the water. Use of these smaller boats has limited the scope of native fishing activities. He also indicated that the Government was reluctant to finance acquisition of new boats where harbor facilities are not available.

41. The city of Juneau has offered to furnish all necessary easements and rights-of-way for a basin at Juneau, to provide and maintain floats, hangars, approaches, and other necessary facilities for public use except those required for permanent moorage of Government vessels and seaplanes. The city council of Douglas recently adopted a resolution offering to furnish lands, easements, and rights-of-way for a basin at Douglas and to provide and maintain the necessary moorage facilities, and any bulkheads that may be necessary for retention of the dredged material. The Territorial legislature has also adopted a memorial urging the Territorial highway engineer to assist the city of Douglas in the improvement of Douglas boat harbor.

42. *Commerce.*—A statement of annual waterborne commerce for Juneau Harbor and the adjacent Douglas and Gastineau Channel area is given in table 2.

TABLE 2.—Comparative statement of traffic ¹

Year	Vessel traffic	Rafted	Total	Passengers
	Short tons	Short tons	Short tons	
1937	94, 150	29, 802	123, 952	16, 081
1938	77, 530	18, 420	95, 950	16, 560
1939	76, 877	13, 665	90, 542	17, 196
1940	108, 085	20, 657	128, 742	15, 107
1941	119, 818	24, 629	144, 447	16, 236
1942	119, 211	11, 812	131, 023	12, 652
1943	165, 318	35, 840	201, 158	14, 307
1944	246, 310	44, 119	290, 429	15, 855
1945	241, 205	49, 259	290, 464	14, 971
1946	151, 561	53, 156	204, 720	10, 792
1947	105, 575	104, 302	209, 877	10, 514
1948	89, 721	13, 576	103, 297	7, 172
1949	118, 185	20, 326	138, 511	6, 342
1950	101, 348	7, 075	108, 423	6, 403
1951	105, 640	20, 794	126, 434	6, 538

¹ Annual Report, Chief of Engineers.

43. The statistics in table 2 indicate a variation of vessel traffic generally consistent with the fluctuating economic condition of the area as a whole, with possible exception of the war years when all shipping was under Government control. The reduction in passenger traffic in recent years stems mainly from increased use of air transportation.

44. The principal commodities produced, manufactured, or utilized in the tributary area that give rise to waterborne traffic include (a) agricultural food products and beverages received; (b) animals and animal products consisting of meats, dairy, and poultry products in coastwise receipts, and fish and processed fish in coastwise shipments and local traffic; (c) mineral products consisting of petroleum products,

cement, coal, and salt receipts; (d) forest products, mainly rafted logs and lumber; (e) manufactured and miscellaneous products, machinery, vehicles, and miscellaneous commodities in the coastwise and local traffic. Distribution of tonnages by classes and main commodities is shown in table 3. Except for local receipts of fish at the Douglas canneries (par. 19), all of the commerce of the Juneau-Douglas area passes over the Juneau wharves.

TABLE 3.—Commerce, Juneau Harbor, Alaska (includes Douglas Harbor)

Commodity	Tonnage, year 1951		
	Receipts	Shipments	Total
Foreign imports.....			331
Animals and animal products.....			238
Vegetable food products and beverages.....			15
Wood and paper.....			66
Nonmetallic minerals.....			8
Miscellaneous.....			4
Foreign exports.....			26
Animal products: Fish.....			26
Coastwise.....	53,737	5,632	59,369
Animals and animal products.....	1,089		1,089
Fish, frozen or processed.....		3,149	3,149
Miscellaneous.....		147	147
Vegetable food products and beverages.....	3,094		3,094
Vegetable products, inedible.....	13	3	16
Wood and paper:			
Posts, poles, and piling.....	151		151
Lumber and miscellaneous.....	1,109	1,042	2,151
Nonmetallic minerals.....	32,786		32,786
Metals and manufactures.....	2,032	85	2,117
Machinery and vehicles.....	980	106	1,086
Chemicals and products.....	64		64
Miscellaneous.....	12,419	1,100	13,519
Intraterritory.....	36,917	18,139	55,056
Animals and products.....	4	1	5
Vegetable food products and beverages.....	12	20	32
Textile fibers and manufactures.....	22	9	31
Wood and paper:			
Rafted logs.....	20,794		20,794
Miscellaneous products.....	3,806	2,571	6,377
Nonmetallic minerals.....	11,684	14,790	26,474
Metals and manufactures.....	3	30	33
Machinery and vehicles.....	177	70	247
Miscellaneous.....	445	636	1,081
Local.....			11,622
Animals and products.....			3,171
Nonmetallic minerals.....			2,588
Miscellaneous.....			6,344
Grand total, all traffic.....			126,131

45. Salmon and halibut catches in southeast Alaska were above average in 1951 but deliveries to processing plants in Juneau were somewhat less than the average of recent years. With halibut and salmon fisheries exploited to their limits and now governed by strict regulations, future growth of the fishing industry will probably depend to a large extent on development of the bottom fisheries which heretofore have remained largely undeveloped. Provision of adequate moorage facilities for small boats in the Juneau-Douglas area would, however, tend to sustain and possibly stimulate fish landings in those

ports. Provision of additional small-boat facilities in all probability would not result in any reduction of freight rates.

46. *Vessel traffic.*—Trips and drafts of vessels with cargo and passengers for the year 1951 are shown in table 4. The steamer traffic applies to Juneau Harbor only as no steamer calls have been made at Douglas in recent years. A large percentage of this traffic consists of foreign vessels making regular calls and carrying mostly passengers. Responsible local interests estimate the average annual round trips by small craft for all purposes to be as follows: fishing boats, 5,300; pleasure and miscellaneous-use boats, 1,350; local freight and charter boats, 450; and Government boats, 1,560. These estimates are considered reasonable and representative of present traffic in Juneau Harbor and vicinity.

TABLE 4.—Trips and drafts of vessels, year 1951

Draft (feet)	Trips by classes of vessels			
	Steamers	Motor vessels	Barges	Total
Inbound:				
26-28.....	4			4
24-26.....	22	1		23
22-24.....	31			34
20-22.....	34			34
18-20.....	20	5		25
16-18.....	102	25		127
14-16.....	17	27		44
12-14.....		48		48
Under 12.....		1,745	61	1,806
Total.....	203	1,851	61	2,145
Outbound:				
24-26.....	21		1	22
22-24.....	36			36
20-22.....	31			34
18-20.....	18	3		21
16-18.....	101	16		120
14-16.....	16	33		49
12-14.....		54	2	56
Under 12.....		1,745	59	1,804
Total.....	229	1,851	62	2,142
Net registered tonnage:				
Inbound.....	602,899	119,682	25,064	747,645
Outbound.....	585,484	112,469	25,479	723,432
Passengers:				
Inbound.....				3,431
Outbound.....				3,107

47. United States Coast Guard registration and United States customs documentation records for 1948 list 1,277 boats 16 feet and over in length at Juneau and 45 boats at Douglas. These are classified with respect to use as follows:

Use	Locality	
	Juneau	Douglas
Fishing.....	708	37
Pleasure and miscellaneous purpose.....	104	5
Freight.....	294	1
Government.....	18	
Miscellaneous work.....	153	2
Total.....	1,277	45

48. Data furnished by the Juneau Chamber of Commerce and other sources show that about 405 fishing boats, 90 pleasure and miscellaneous purpose boats, 20 Government boats, and 30 private work boats have their permanent moorage at Juneau. The number of permanently based small boats in Juneau and Douglas Harbors thus totals about 545. The remainder of the craft registered at Juneau base at other small harbors in the region. The work boats, such as tugs and charter boats, based at Juneau, are used in connection with mining, logging, trapping, and other activities in the tributary area. In addition, many transient fishing craft operate in the vicinity during the fishing season, and an increasing number of pleasure craft from the United States call at Juneau during summer months.

49. In 1938 the Juneau Chamber of Commerce estimated that there were 624 locally based boats, of which 412 were fishing boats, 20 were Government boats, and 192 were pleasure, prospecting, and charter boats. Compared with the present number, the locally based small-boat fleet shows a decline since 1938. Local interests assert that many boatowners who would normally base at Juneau have been forced by crowded conditions to seek permanent moorage elsewhere. Alaskans, by a popular vote, have recently expressed a desire to abolish fish traps from the Territory. In the event these are abolished, local interests state that other modes of fishing such as gill nets, purse seines, and trolling would be proportionately increased to replace trap fishing. They estimate that at least 20 boats will be required to compensate for one trap. Consequently, a material increase in the number of fishing boats in Alaskan waters would result. Statements from various Government agencies indicate that they expect to add about 14 to their present total. Power boats normally classed as pleasure craft elsewhere serve also a utilitarian purpose in Alaskan waters in providing transportation to outlying islands and coastal areas inaccessible by land in connection with miscellaneous activities such as prospecting and fur farming. Future increases in such pleasure and general use craft will depend on population growth and the provision of more adequate service and moorage facilities. Commercial vessel traffic is expected to keep pace with the industrial growth of the locality. Considering the potential changes in fishing methods, the increasing calls by transient pleasure craft, the growing population and development of the area, and the continuing dependence on water transportation, it is believed that the number of small boats basing in the Juneau-Douglas area would total 850 or more within a few years if adequate facilities were available.

50. The present local boats range in length from 16 to 100 feet, about 17 percent falling in the range from 16 to 25 feet, 74 percent from 25 to 65 feet, and 9 percent from 65 to 100 feet. About 13 percent range in draft from 8 to 14 feet, the remaining 87 percent having drafts of less than 8 feet. With increasing development of the bottom fisheries there is a tendency toward larger and deeper draft vessels.

51. Seaplanes are also used quite extensively as a mode of travel to outlying points. Hangars for these planes have been established in the small-boat harbor and on the open waterfront.

52. *Difficulties attending navigation.*—Although the Gastineau Channel area is subject to southeast gales and local "Taku" winds, the confined channel materially curbs wave action. Sufficient chop develops during storms, however, to create considerable hazard to small

boats mooring at the open waterfront, particularly at Douglas, which is somewhat more exposed than Juneau. The small-boat basin at Juneau is generally well sheltered except for a central area affected by choppy waves that enter the harbor from the south through the existing wide entrance.

53. The existing boat basin was originally designed for a capacity of 400 boats, using a space allowance of 1,100 square feet a boat. Subsequent use of the basin has proved that this spacing is inadequate and that its normal capacity is about 275 boats, exclusive of the space reserved for seaplane ramps and hangars. The number of boats regularly based in the Juneau-Douglas area now exceeds this capacity by approximately 270 vessels. In addition, a part of the basin is not available for public use, as 1 entire float and 1 side of another float have been reserved for Government boats. The remaining area available for public use is exceedingly crowded when as many as 400 boats attempt to moor in the basin. With up to 5 boats generally tied abreast, considerable damage results from chafing and breaking of mooring lines, and rubbing and battering of hulls. Boats are subject to losses from fire because of difficulty in extricating a burning vessel from the crowded moorage. This excess wear and tear on vessels is further aggravated by the wide entrance which exposes the central part of the basin to considerable wave chop during southerly storms. Because of the congestion many boats are moored on the open waterfront both at Juneau and at Douglas. Also, there is no protected moorage for barges, pile drivers, and other floating equipment operated in the Gastineau Channel area.

54. Data furnished by the city and chamber of commerce of Juneau indicate that \$196,000 (1952 prices) is spent by boatowners in the Juneau-Douglas area for vessel repairs and extra maintenance annually, of which about 15 percent, or \$30,000, is attributed to damages and extra wear to all classes of small boats resulting from inadequate moorage facilities. As this \$30,000 figure includes some repairs to vessel bottoms resulting from shoaling of the existing project, it is believed that \$24,000 is a more representative average of annual damages and extra expenses for maintenance caused by overcrowding or by lack of a protected harbor. Additional expenses resulting from precautions taken to prevent damages and losses to boats within the existing basin and elsewhere on the Juneau and Douglas waterfronts are estimated to amount to \$4,500 annually.

55. Because of congestion, boats are often anchored in the fairways of the basin or are crowded into wharf areas reserved for unloading fish or servicing boats. Lack of space in the basin also results in crowding of moorages and wharf frontages on the open waterfront. This crowding results in loss of time to fishing and other vessels. Lack of moorage at Douglas has resulted in local use of smaller fishing boats which are stored on shore during storm and off-season periods. Use of small boats limits the range of fishing activity in many cases to local waters and increases the hazard to the lives of their operators.

56. *Waterpower and other special subjects.*—There are no problems of waterpower or supply, flood control, pollution, land reclamation (other than development of new land by deposit of dredged material), or other subjects relating to the conservation of water resources that could be coordinated with the improvements to navigation considered herein.

57. *Plan of improvement.*—Two plans of improvement were studied. Plan A incorporates generally the features of the original plan for Juneau Harbor proposed by the city of Juneau and a small basin at Douglas designed to meet the needs of local residents in that area. Plan B is an alternate providing for a 20-acre basin at the Douglas site with no improvement at Juneau. In conjunction with both plans, additional protection was considered for the existing Juneau basin by means of a stub breakwater at the entrance which would prevent wave chop in the exposed central area and enable better utilization of this area for moorage than is now possible. The cost of this improvement, however, was found to be excessive (appendix, par. 8).¹

58. *Plan A.*—Under this plan a new basin would be constructed northwesterly of the existing basin at Juneau. It would be just outside the city limits and adjacent to the Northern Commercial Co. boat construction and repair yard. This site is essentially an extension of the underwater shelf on which the existing basin is situated. The plan would provide for construction of (a) a northerly jetty about 530 feet long extending from shore to the outer edge of the shelf; (b) a breakwater 1,150 feet long extending along the outer slope of the shelf and parallel to shore; and (c) dredging a basin area of about 19.0 acres (exclusive of the entrances) of which 5.9 acres would be dredged to a depth of 14 feet, and 13.1 acres to a depth of 12 feet, both with 1 additional foot of overdepth. The total area would accommodate about 500 boats, leaving about 1 acre for seaplanes. The dredging would involve removal of about 780,000 cubic yards of material consisting of silty sand and gravel overlaid by a blanket of sandy silt averaging about 4 feet in depth. Deposition would be in deep water or on shore adjacent to the basin. Experience with the existing basin has proved the material to be quite stable as a breakwater foundation and from the standpoint of maintenance dredging.

59. Studies of harbor conditions, exposures, and weather records indicate that some protection against wave action is necessary at the Juneau site. With a southeast fetch of 19 miles and a sustained wind velocity of 35 miles an hour, a wave height of 5 feet can develop in the unrestricted channel. Restricted channel depths and refraction by shoals and obstructions in the vicinity of the Juneau-Douglas bridge reduce this wave height to 2 feet. This would be further reduced by refraction around the existing basin and a slight swing of the channel to the north. Considering a wind blowing northwesterly and parallel to the outside leg of the existing breakwater, a direct fetch of 1½ miles and a 33-mile-an-hour velocity would produce a 2-foot wave height in the northerly half of the basin. The proposed 1,150-foot breakwater is designed to eliminate these waves. The fact that a number of fishermen basing at Juneau have called attention to wave action from the south which affects boats moored in the central part of the existing basin is indicative of the need for such protection. With a northwest fetch of 5 miles, and a 30-mile wind velocity, a 3-foot wave can develop which would affect the southerly part of the basin during high tide periods if no protection were provided. The northerly jetty and the breakwater would eliminate this wave action from all of the basin except the wide entrance area at the southerly end. As the moorage area at the south end is not exposed to the

¹Not printed.

south and as any northwesterly waves reaching this area would be reduced to negligible proportions, the wide entrance is not considered to be detrimental.

60. Although the existing breakwater section at Juneau has a top width of 8 feet, a width of 4 feet is considered adequate for the proposed jetty and breakwater in view of wave refraction studies which indicate that only moderate wave action is possible at the site. The design provides for a top elevation of 24 feet above mean lower low water, and for side slopes of 1 on 1½. The two structures would be of random rubble construction for which pit run waste rock from the Alaska-Juneau mine could be utilized. About 182,000 tons of rock would be required, allowing about 10 percent for subsidence. Local interests would provide moorage and terminal facilities, and any necessary bulkheading for retention of fills. An alternative structure of pile construction was considered for the outside breakwater but the relatively high annual charges required resulted in its elimination from further consideration. Use of a floating breakwater was considered, but a survey of the results of experiments and studies made elsewhere indicated that this type would be impracticable for the Juneau site. A system of log floats using locally available material would probably be the most adaptable but this type would be susceptible of high maintenance costs and would be inadequate for satisfactory elimination of wave action.

61. The improvement for Douglas Harbor under plan A would provide for dredging an area of 5.2 acres, including the approach channel and 3.9 acres of moorage space for about 100 boats, within a beach area fronting the city and bounded on the north by the approach fill at the Douglas wharf, on the east by Juneau Isle, and on the south by the new causeway to Juneau Isle. Dredging would be to a depth of 12 feet, with 1 additional foot of overdepth, requiring removal of about 150,000 cubic yards of material varying in composition from loose to compact silt, sand, and gravel. Much of the material is believed to be mine tailings from the former Treadwell mines to the southward. It would be deposited as fill shoreward of the basin, if retained by a bulkhead or rockfill, or wasted south of the existing causeway. About 900 feet of bulkhead or rock blanket construction by local interests would be required for protection of the dredged slope adjacent to the causeway and for fill from spoil used for creation of new land. Local interests would also provide moorage facilities.

62. Observations of winter storms at Douglas show that the harbor area adjacent to the cannery and northwest of Juneau Isle is subject to considerable wave disturbance during northeasterly "Taku" winds. Choppy waves 2 feet high have been observed in the harbor entrance from the northeast. A rubble-mound jetty 90 feet long is proposed for the east side of the harbor entrance, so located as to minimize wave action in the entrance channel and virtually eliminate it from the moorage area. The jetty would have a top width of 8 feet at an elevation of 24 feet and side slopes of 1 on 1½. About 11,000 tons of rock would be required. Waste rock from the Juneau mine could be used for its construction.

63. *Plan B.*—Because of the large quantity of rock and dredging required for the proposed Juneau basin, an alternate plan was considered that would provide for the largest economically feasible basin at the Douglas site with a view to serving the needs of both Juneau

and Douglas, without additional work at Juneau. A maximum basin area of 20 acres would be the most practicable. It would require 709,000 cubic yards of dredging for a depth of 14 feet and 1 foot of overdepth. Most of this material would be deposited in the beach area south of the causeway. A pile breakwater, 360 feet long and with a top elevation of 24 feet, would be constructed adjacent to the cannery wharf as shown on the accompanying map. This, together with a 90-foot rock jetty east of the entrance (described in par. 62) would protect the harbor area near the entrance against "Taku" storm waves. As the "Taku" winds could cause some surge throughout most of the basin in spite of the proposed entrance protection, a depth of 14 feet is considered essential under this plan. The basin would provide space for about 530 boats and, in addition, about one-half acre for seaplanes. In addition to moorage facilities, about 1,500 feet of bulkhead construction by local interests would be required.

64. *Aids to navigation.*—The 17th Coast Guard District office was consulted with regard to the necessity of providing aids to navigation in connection with the improvements considered. That office approved the plans in general and stated that fixed lights would be necessary to mark the locations of the basin entrances.

65. *Shoreline changes.*—The shores at the two localities are stable in character. The existing breakwaters have had no detrimental effect on the adjacent shore and none is expected as a result of the proposed improvements.

66. *Estimate of first cost.*—The cost of the improvements considered under the two general plans is estimated on the basis of July 1952 prices to be as follows:

Construction items	1952 cost		
	Plan A		Plan B
	Juneau	Douglas	
(a) Federal work:			
(1) Dredging:			
750,000 cubic yards.....	\$483,000		
150,000 cubic yards.....		\$53,000	
709,000 cubic yards.....			\$470,200
(2) Breakwaters and jetties:			
Rock, 182,000 tons.....	740,000		
Rock, 11,000 tons.....		48,400	18,400
Pile breakwater (360 feet).....			133,000
(3) Total, Corps of Engineers.....	1,020,000	141,400	652,500
(4) Aids to navigation (U. S. Coast Guard).....	4,000	800	1,000
(5) Total Federal cost.....	1,033,000	142,200	654,100
b) Non-Federal works:			
(1) Wharf.....	140,000		110,000
(2) Floats.....	84,000	44,000	121,000
(3) Utilities.....	28,000	6,000	28,000
(4) Terminal area (includes bulkhead).....	116,000		
(5) Bulkheads.....		26,000	36,000
(6) Total non-Federal.....	368,000	76,000	328,000
(c) Total first cost.....	1,401,000	218,200	982,100

67. In the non-Federal estimates no costs for lands, easements, and rights-of-way would be involved as the basins would be on tideland and the municipalities already control the approaches. The estimate for improvement of the terminal area at Juneau includes improvement of access roads. The new causeway to Juneau Isle, including extension of the Douglas water and light systems to the island, provides direct access to the Douglas basin site.

68. *Estimate of annual charges.*—Either project can be constructed in less than 1 year. Annual charges for each are estimated as follows:

Item	Annual charges		
	Plan A		Plan B
	Juneau	Douglas	
(a) Federal investment:			
(1) First cost	\$1,033,600	\$142,260	\$654,100
(b) Federal annual charges:			
(1) Interest and amortization (50-year life at 2½ per- cent).....	36,445	5,615	23,060
(2) Maintenance:			
Breakwaters and jetties.....	2,900	600	4,200
Dredging.....	3,800	700	4,000
Aids to navigation.....	300	200	300
(3) Total Federal charges.....	43,445	6,515	31,560
(c) Non-Federal investment.....	368,000	76,000	328,000
(d) Non-Federal annual charges:			
(1) Interest and amortization (50-year life at 2½ per- cent).....	12,975	2,680	11,560
(2) Maintenance of facilities.....	9,900	2,100	11,400
(3) Operation of facilities.....	7,500	1,500	7,000
(4) Gross charges.....	30,375	6,280	29,960
(5) Returns from facilities.....	23,300	5,325	24,700
(6) Net non-Federal charges.....	7,075	955	5,260
(e) Total annual charges.....	50,520	7,470	36,820

69. Experience with maintenance of the existing project at Juneau indicates that the cost of breakwater and jetty maintenance would be relatively low. Because of the generally stable character of the bottom and the absence of fresh-water streams of any consequence in the basin areas, it is expected that maintenance dredging in each case would be comparable in cost to that for the existing Juneau basin. It is not considered likely at this time that the Treadwell mine at Douglas (which was the source of some of the basin material) will be reopened in view of the high cost involved. Even if operations were resumed the existing causeway to Juneau Isle would prevent any extensive encroachment on the Douglas basin.

70. *Estimate of benefits.*—Plan A, with a combined basin area of about 24.2 acres, would provide moorage for about 500 boats at Juneau (exclusive of 1 acre reserved for seaplanes) and 1 for 100 boats at Douglas. Plan B would include a basin area of 20 acres at Douglas providing space for about 530 boats, and about one-half acre for sea-planes. Information obtained from the various groups of boat-owners regarding their choice of harbor showed that many fishermen, some Government agencies, and local natives who presently base at

Juneau would consider moorage at Douglas, whereas the majority of the present owners of pleasure craft prefer Juneau Harbor. In view of the proximity of Douglas to Juneau and the availability of adequate transportation facilities between the two cities, plan B would be adaptable to the moorage needs of the Juneau-Douglas area in proportion to its size and limited protection. Either plan would be of direct benefit to the fishing fleet and industry in the area, to recreational and other boating activities in the locality, to Government agencies, seaplane operators, and local natives. The principal benefits evaluated include savings resulting from elimination of damages and abnormal maintenance costs on fishing and other boats, increased fish catch, increased enjoyment of recreational boating, benefits to Government, Alaska native, and other boat and seaplane operators, and miscellaneous benefits.

71. Plan A would eliminate damages, losses, and precautionary expenses incurred by boats now moored in the exposed outside moorages of Juneau and Douglas Harbors, and the wear and tear caused by congestion in the existing Juneau basin and crowded wharf area. The annual savings from their elimination would average \$28,500 under plan A of which \$23,740 would stem from the Juneau basin and \$4,760 from the small Douglas basin in proportion to their respective sizes. Because of the greater exposure of the Douglas area to "Taku" winds it is estimated that the large basin proposed in plan B would be only about 70 percent effective in reducing damages and precautionary expenses. This reduced effectiveness, combined with a reduction in harbor area over plan A and increased commuting costs to Juneau residents, would give a net saving of only \$10,850 annually under plan B.

72. Lack of space in the existing moorages necessitates mooring of fishing boats at the cold storage and other fish wharves during their brief stay in the harbor, thus interfering with the movement and unloading of other boats with consequent loss of time which could be devoted to productive fishing. Elimination of these conditions would enable the fishermen to arrive at the fishing grounds earlier and remain there longer, thus enabling them to correspondingly increase their catch of fish without additional capital outlay. It is estimated that under existing conditions an average of 30 minutes a trip is lost by each fishing vessel calling at Juneau or Douglas for delivery of fish or for servicing and supplies; and that the future fishing fleet will average 4,165 trips annually for landing of fish or for other purposes directly connected with fishing, from which trips time savings would presumably be utilized for additional fishing. Assuming that the Juneau basin in plan A would eliminate all and the Douglas basin 25 minutes of the delay per trip, the annual time savings would total 2,025 hours which, if devoted to fishing, would result in an increased fish catch of about 72,900 pounds having a net value of \$10,360 after deducting boat operating and other trip expenses. About \$8,780 of this total would be attributed to the Juneau basin and \$1,580 to the Douglas basin. For the lesser number of vessels in plan B the trips are estimated to average 3,675 annually and because of the probability of lesser freedom of movement by reason of the smaller basin and greater exposure the net time saving per trip is estimated to be 25 minutes, resulting in a fish catch of about 55,100 pounds having a net value of \$6,990.

73. A small-boat harbor at Douglas would enable native Indian fisherman to utilize larger boats, thereby increasing their range of

operations and enhancing their opportunity for increased fishing income. No sound basis exists for estimating the probable increase except that the average income among the natives using small boats is considerably less than the average of fishermen operating under normal conditions and using larger boats. The number of boats now operated by natives at Douglas is estimated to be about 20. Alaska Native Service estimates indicate that, with larger boats and adequate moorage facilities, the additional fish caught by natives would have a value of \$24,000 annually, or \$1,200 a boat. With an average two-man crew this increase would amount to \$600 a man. However, it is considered that this represents a gross increase, including the fishing benefits heretofore derived (par. 72) which were based on total landings of all fishermen, and other benefits only indirectly attributable to the new harbor. It is therefore estimated that the net benefit accruing to owners of new fishing boats as a direct consequence of the Douglas improvement would amount to not more than \$225 per man under plan A and \$200 under plan B. It is considered more likely, too, that only 10 of the present boats would be replaced by larger ones. On this basis the annual net increase would total \$4,500 for plan A and \$4,000 for plan B. As the native welfare is the direct concern of the Federal Government, any increase in the native capacity for self sustenance would be a national benefit.

74. Provision of adequate moorage space would allow greater freedom for pleasure and general use craft maneuvering within the basin and harbor areas, thus reducing the time now consumed and the difficulties encountered in preparation for a trip or in securing boats upon return from a trip. The time savings and greater convenience would correspondingly increase the benefits enjoyed by the boatowners. Although serving a utilitarian purpose in providing essential transportation an estimated 25 percent of the time, these boats are not generally used for hire. Therefore, to evaluate these benefits in monetary terms, it is assumed that the recreational and utilitarian value derived from their use is a function of the capital investment, and that the net benefits must exceed the costs or the boatowner would not pay them. It is therefore assumed that the net benefits are comparable to the normal net return on the depreciated capital investment in pleasure boats operated for hire after all expenses have been paid.

75. Including the existing pleasure and general-use boats and an anticipated normal increase over the next few years, it is estimated that the permanently based fleet of Juneau and Douglas Harbors would average 140 boats over the project life of plan A, mainly of the inboard and cruiser types. From information furnished by local interests the capital investment in such boats is estimated to average \$6,000 each. Taking into account the time spent by this local fleet away from the harbors, it is estimated that if normal conditions prevailed, the boatowners would realize benefits equivalent to a net return of about 9 percent on the depreciated value of the investment, or an average total of \$37,800. It is estimated, however, that with the present inadequate moorages, Juneau residents now realize only 80 percent and Douglas residents 78 percent of these possible benefits. As plan A would make possible their full realization, it would, in effect increase the annual benefits now enjoyed by 20 and 22 percent, respectively, or a total of \$7,610, of which about \$7,130 would accrue

to the Juneau Basin and \$180 to the Douglas Basin. Because of the greater commuting distance for Juneau residents and the smaller basin area the net returns under plan B would amount to 18 percent of \$33,480, or \$6,030 for 124 boats.

76. A limited number of residents of the locality have expressed a desire to own a boat if adequate and protected moorage were available. It is estimated that within a short time after completion of either of the improvements, at least 10 new pleasure craft would be acquired. These would be in direct consequence of the improvements and in addition to the normal increase in boat population. Using the same classification, capital value, and rate of return as in the preceding paragraph, the annual benefits for the 10 new boats would total \$2,700 under plan A, of which \$2,250 would accrue to the Juneau Basin and \$450 to the Douglas Basin. For plan B the total would be \$2,380. In addition to the local and new boats, a transient fleet equivalent to 10 permanently based craft would receive benefits from plan A, and an equivalent of 9 from plan B. As the visiting craft would be mainly cruisers, frequently larger ones from the States, an average value of \$12,000 each is assumed. With a 9-percent net return on the depreciated value, the benefits accruing to owners of these boats would amount to \$5,400 under plan A and \$4,860 under plan B. About \$4,500 of the plan A total would be allocated to the Juneau Basin and \$900 to the Douglas Basin.

77. Local interests have indicated that a new basin at Juneau would be utilized by owners of 10 commercial seaplanes. The existing basin has space for only 4 planes. Many others are moored in exposed and congested areas along the main waterfront. Local sources estimate that owners of the 10 planes would save \$10,000 annually in damages, extra precautions, and maintenance by regular moorage in the proposed basin. Assuming a conservative average yearly saving of \$450 each as being more nearly in line with benefits to boat traffic, a total saving of \$4,500 annually can be reasonably expected from the 1 acre of seaplane space provided by plan A. With only one-half acre available in plan B, the corresponding annual benefit would be \$2,250. These savings would be of general benefit as the planes considered for moorage would be mainly those employed in charter services.

78. At least 15 charter cruisers are operated from various moorages at Juneau. These are of the cruiser type averaging 40 feet in length and \$21,000 in value. As in the case of pleasure craft, centralization of the charter boat operation in a capacious harbor with improved moorage and landing facilities would increase the net returns from their operation. With an estimated future average of 18 such boats and a net return of 8 percent on the depreciated investment value, it is estimated that the facilities proposed in plan A would increase by 20 percent the returns now enjoyed by owners of these craft, or an average of \$3,020 annually. The corresponding benefit under plan B would be \$2,420 on the basis of 16 boats and 18 percent increase from the project.

79. In addition to the savings in reduction of costs for damages, repairs, and extra care included in the figures given in paragraph 71, the various governmental agencies owning and operating boats would derive benefits from an adequate harbor comparable to those accruing

to owners of commercial and pleasure craft. Evaluation of these additional benefits on a firm monetary basis is difficult because of the variation in sizes and types of craft and in their uses. However, assuming a conservative net return of 3 percent on the depreciated value of these Government craft and assuming that 85 percent of this return is now being realized, the annual benefit accruing to the Government from full realization would average \$4,730 in value for 30 vessels under plan A and \$4,100 for 26 vessels under plan B. About \$3,940 of the total for plan A would be attributed to the Juneau basin and \$790 to the Douglas basin.

80. In addition to the benefits evaluated in foregoing paragraphs, certain miscellaneous direct benefits would accrue from the improved and extended harbor facilities. Elimination of the necessity to moor boats along the open waterfront would facilitate vessel movement in the harbor in general, such as the operations of small freight and commercial craft other than fishing and charter craft. In addition to filled land needed for terminal facilities and auxiliary functions in connection with the small-boat basins, part of the new land that could be created by the dredge spoil, if suitable bulkheads are provided, would be utilized for extending and improving the presently inadequate native housing. No rental returns from this use would be realized, but benefits would include such items as improvement of health and sanitation, housing facilities, and other items affecting the native welfare. These direct benefits are not susceptible of evaluation on any definite monetary basis, but it is believed that they would aggregate at least \$3,000 annually under plan A and \$2,500 under plan B. As the native welfare is a direct concern of the Federal Government, the native benefits, as well as the miscellaneous boating benefits, would be general in nature. Reduction of the hazard to life by use of larger boats and elimination of hazards attendant with protection of boats at exposed moorages would be additional benefits. These, however, cannot be evaluated in monetary terms.

81. The benefits outlined in preceding paragraphs, all of which are based on current prices, are summarized in table 5. Distribution between public and local interests is based on the assumption that any benefits accruing to pleasure craft and charter cruisers in recreational use are half general and half local in nature, and that all benefits to commercial, utilitarian, and Government craft are general. It is estimated that about 17 percent of the future vessels in the Juneau-Douglas area will be pleasure craft which will be used for general transportation purposes 25 percent of the time. Charter cruisers are assumed to be operated on a similar basis.

TABLE 5.—Summary of benefits (July 1952 prices)

Item	Plan A				Plan B	
	Juneau		Douglas		General	Local
	General	Local	General	Local		
(a) Elimination of damages, losses, and preventive expenses.....	\$22,220	\$1,520	\$4,460	\$300	\$10,100	\$690
(b) Net value of increased fish catch.....	8,780		1,580		6,090	
(c) Net value of increased native fish catch.....			4,500		4,000	
(d) Benefits from pleasure and general use craft:						
(1) Local craft.....	4,455	2,675	300	180	3,770	2,260
(2) New craft.....	1,405	845	280	170	1,490	890
(3) Transient craft.....	2,250	2,250	450	450	2,430	2,430
(e) Benefits from seaplane operations.....	4,500				2,250	
(f) Benefits from charter boat operations.....	1,885	1,135			1,510	910
(g) Benefits to governmental agencies.....	3,940		790		4,100	
(h) Miscellaneous benefits.....	3,000				2,500	
(i) Subtotal.....	52,435	8,425	12,360	1,100	39,200	7,180
(j) Percent of total by basin.....	86.1	13.9	91.8	8.2	84.5	15.5
(k) Combined total, plan A.....	\$60,860		\$13,460			
(l) Grand total.....		\$74,320			\$46,380	

82. *Comparison of benefits and costs.*—The annual benefits and costs of the two plans are compared as follows:

	Plan A			Plan B— Douglas
	Juneau	Douglas	Combined	
(a) Annual benefits.....	\$60,860	\$13,460	\$74,320	\$46,380
(b) Annual costs.....	50,520	7,470	57,990	46,820
(c) Ratio, benefits to costs.....	1.20	1.81	1.28	1.26

83. *Proposed local cooperation.*—As shown in this report, the improvements considered would benefit the local community as well as the public at large. It is therefore proposed as an essential feature of Federal participation for either plan that local interests be required to furnish assurances that they will, without cost to the United States, (a) furnish all lands, easements, and rights-of-way necessary for the construction and maintenance of the improvements when and as required; (b) hold and save the United States free from damages that may result from the construction and maintenance of the improvements; (c) accomplish and maintain alterations as required in sewer, water supply, drainage, and other utility facilities; (d) construct, in accordance with plans approved by the Secretary of the Army, maintain, and operate without profit, adequate moorage facilities, utilities, and a public landing with suitable service and supply facilities open to all on equal and reasonable terms; (e) provide and maintain any bulkheads that may be required by local interests for retention of dredged material; and (f) maintain the existing causeway and the rock-fill approach to the city of Douglas wharf so as to provide adequate protection to the Douglas basin. The cities of Douglas and Juneau have expressed their willingness to accept the proposed terms. The city of Douglas officials have stated that the Territorial government would assist the city in financing required moorage facilities and bulk-

heads. The Territorial legislature has adopted a memorial indicating its approval of the proposed assistance. The city of Juneau has expressed its ability to finance the cost of moorage and terminal facilities as described in the cost analysis for plan A. As indicated in the next paragraph, plan B would require a cash contribution of \$11,100 from local interests in addition to the foregoing requirements.

84. *Allocation of costs.*—In general, the costs of the proposed improvements under plan A would be allocated between Federal and local agencies as indicated in the cost analysis heretofore made. The Corps of Engineers would bear the first cost of constructing the breakwaters and dredging the basins, and the annual cost of their maintenance. As dredging plants are not locally available and as Government costs for maintaining the entrance channel would not be materially less than the cost of maintaining the entire basin in each case in view of the high cost of mobilization, it is considered most advantageous for realization of the full benefits from the basins to include as part of the Federal maintenance that portion of each basin to be occupied by moorage facilities. These moorage areas would occupy about 70 percent of the entire basin in each case. The cost of access roads, moorage facilities, utilities, and bulkheads would be paid by local interests. The non-self-liquidating local charges constitute 14.1 and 13.2 percent, respectively, of the net annual costs for Juneau and Douglas in plan A and 14.4 percent in plan B, whereas local benefits at current values amount to only 13.9 and 8.2 percent, respectively, in plan A and 15.5 percent in plan B. No further contribution, either in cash or work, should therefore be required of local interests in connection with plan A. Comparison of the percentages of local costs and benefits in plan B indicates that a nominal contribution of \$11,100 would be required of local interests if this plan were adopted.

85. *Coordination with other agencies.*—During the course of this investigation, representatives of pertinent Federal agencies were consulted, such as the United States Coast Guard, the United States Bureau of Mines, the Alaska Native Service of the Office of Indian Affairs, the Alaska field staff, and other offices of the Department of the Interior. All of the agencies have generally approved the improvements considered. The director of the Alaska field staff has indicated that, with the exception of the Fish and Wildlife Service, the Department of the Interior agencies would prefer the Douglas basin, where they could take advantage of moorage and protective facilities to be provided in connection with the Bureau of Mines development on Juneau Isle. Because of its established facilities in the Juneau basin, the Fish and Wildlife Service would continue to base there. Several other Federal agencies have also expressed a preference for a Juneau moorage.

86. Territorial and local agencies, including the city officials of Douglas and Juneau and the harbor committee of the Juneau Chamber of Commerce, were also consulted. The city of Douglas supports plan B and has expressed intention to provide full cooperation in its development. The Juneau City Council and chamber have submitted resolutions and statements indicating strong support for plan A as a solution to the problem of supplying additional moorage facilities in the Juneau-Douglas area. Officials of various fishermen's unions representing the majority of the local fishing vessel owners, trollers, and gill-netters have submitted statements in support of the Douglas

moorage, with some requesting extension of the Juneau basin also. The local camp of the Alaska Native Brotherhood expressed a preference for the Douglas moorage. However, the Juneau Yacht Club, representing the majority of local pleasure boatowners, prefers the Juneau basin because of its proximity to the homes of present boatowners.

87. *Discussion.*—The number of small boats in the Juneau-Douglas area has maintained a level consistent with the economic and population growth of the locality. A moorage basin previously established at Juneau was intended for a capacity of about 400 boats. Actual use, however, has shown its normal capacity to be about 275, which is inadequate to provide for the moorage needs of the estimated 545 boats now in the locality and of the anticipated future fleet. Because of the crowding in the existing basin and the exposed and generally unsatisfactory conditions of moorage in the open harbors, responsible local interests have requested the Federal Government to provide additional sheltered moorage at both Juneau and Douglas.

88. Investigation of the site and plan suggested by Juneau interests (plan A) shows this plan to be relatively high in cost because of the extensive breakwater construction required. Studies of local weather and wave conditions indicate the necessity of this protection for the long and narrow basin dictated by topographic conditions at the site, even though the Juneau side of Gastineau Channel is less exposed to prevailing "Taku" winds than the Douglas side. Comparison of the annual benefits of \$74,320 expected from the plan with the annual charges totaling \$57,990 gives a ratio of 1.28, indicating the plan to be economically feasible. As existing facilities in Juneau and other Alaskan harbors have proved inadequate within a short time after their construction, and as there are ample indications of extensive economic and population growth in the near future, it is believed that the total capacity of 600 boats provided by plan A is not excessive.

The plan is strongly urged by all Juneau interests, and is acceptable to Douglas interests. Local interests originally requested a minimum depth of 14 feet for both basins. Studies of existing boat drafts and foreseeable needs showed that only 5.9 acres of the basins would require dredging to a project depth of 14 feet.

89. Plan B, although lower in cost than plan A, has benefit-to-cost ratio of 1.26 as shown by comparison of the annual benefits of \$46,380 with the annual costs of \$36,820. This plan would involve dredging and minor breakwater construction at the harbor entrance. With a 530-boat capacity this basin would increase the overall moorage capacity of the Juneau-Douglas area to more than 800 boats, but would have less capacity for future expansion than plan A. Although many local boatowners have given ample evidence that this Douglas basin would be fully utilized, Juneau interests have voiced strong objection to it because of its distance (2½ miles by land) from Juneau, and because of its susceptibility to attack by local "Taku" winds which might affect boats directly in the northerly part of the basin even though wave action were minimized by the proposed breakwater protection. These objections, together with the fact that the greater percentage of boatowners in the Juneau-Douglas area are Juneau residents and that most of the boat-servicing facilities are already well established at Juneau, cast some doubt as to whether the benefits credited to this plan could be fully realized, at least in the immediately foreseeable

future. However, local interests at Douglas have indicated that if the basin were provided, ample service and repair facilities would be established in the Douglas area.

90. Accomplishment of the proposed items of cooperation set forth in paragraph 83 would constitute ample local contribution in the development of plan A as evidenced by comparison of net local annual charges with the percentage of local benefits. The proportion of non-self-liquidating local costs for this plan was found to be substantially greater than the percentage of local benefits even with the entire cost of basin maintenance included in the Federal annual cost.

91. *Conclusion.*—From the data presented and discussed in this report it is concluded that—

(a) A need exists for additional protected small-boat moorage in the Juneau-Douglas area.

(b) Adequate moorage can be developed at reasonable cost by either plan A or B as presented in this report. Of the two, plan A is better adapted to the overall needs of the Juneau-Douglas area.

(c) The benefits to accrue from the improvement would be of sufficiently general character to warrant its accomplishment by the Corps of Engineers at a first cost of \$1,171,000.

92. As the proposed work can be completed in less than 1 year, funds for it should be allotted in one lump sum.

93. *Recommendation.*—In view of the foregoing, it is recommended that the existing project for Juneau, Alaska, be modified to provide for (a) a boat basin adjacent to the existing one at Juneau by dredging 19 acres to depths of 12 and 14 feet at mean lower low water, and constructing a jetty 530 feet long and a breakwater 1,150 feet long for its protection; and (b) a boat basin at Douglas, Alaska, by dredging 5.2 acres to a depth of 12 feet and constructing a rock jetty about 90 feet long on the northerly shore of Juneau Isle and adjacent to the basin entrance. This work can be accomplished at an estimated first cost to the Corps of Engineers of \$1,171,000 and an annual cost of \$8,000 for maintenance in addition to that required for the existing project. It is further recommended that, before any Federal expenditure for construction is made, responsible local interests be required to furnish assurances satisfactory to the Secretary of the Army that they will, without cost to the United States, (a) furnish all lands, easements, and rights-of-way necessary for the construction and maintenance of the improvements when and as required; (b) hold and save the United States free from damages that may result from the construction and maintenance of the improvements; (c) accomplish and maintain alterations as required in sewer, water supply, drainage, and other utility facilities; (d) construct, in accordance with plans approved by the Secretary of the Army, maintain, and operate without profit, adequate moorage facilities, utilities, and a public landing with suitable service and supply facilities open to all on equal and reasonable terms; (e) provide and maintain any bulkheads that may be required by local interests for retention of dredged material placed shoreward of either basin; and (f) so maintain the existing causeway to Juneau Isle and the rockfill approach to the city of Douglas wharf as to provide adequate protection to the Douglas basin.

N. A. MATTHIAS,
Colonel, Corps of Engineers,
District Engineer.

[First endorsement]

OFFICE, DIVISION ENGINEER,
NORTH PACIFIC DIVISION, CORPS OF ENGINEERS,
Portland, Oreg., December 21, 1953.

Subject: Review of Reports on Juneau and Douglas Harbors,
Alaska.

To: Chief of Engineers, Department of the Army, Washington 25,
D. C.

I concur in the views and recommendations of the District Engineer.

D. G. SHINGLER,
Brigadier General, USA
Division Engineer.

APPENDIX MADE IN CONNECTION WITH DISTRICT ENGINEER'S
REPORT
(Not printed)

ILLUSTRATIONS MADE IN CONNECTION WITH DISTRICT ENGI-
NEER'S REPORT
(Only sheet 1 printed)

Sheet 1—Juneau and Douglas Harbors, Alaska.
Sheet 2—Detail of proposed small-boat basin



*Arden
Butch wants
this info. Joe*

Mr. Robert L. Bennett
Area Director
Bureau of Indian Affairs
P.O. Box 1751
Juneau, Alaska

Dear Mr. Bennett:

The property owners of the Juneau Indian Village have requested the undersigned Committee to petition your office to intercede with the proper authorities for an appeal to the Decision handed down by Walter H. Eodge, U.S. District Judge, on February 6, 1962, in UNITED STATES OF AMERICA, Plaintiff, vs. STATE OF ALASKA, CITY OF JUNEAU, ALASKA, and WALTER D. FIELD, Defendants, in Case No. J-5-61 Civil.

We sincerely believe that the court record established by the above mentioned action provides undeniable proof that subject lands have been used continuously by the Indian people since before the coming of the white man. We also believe that if the decision is allowed to stand we will have suffered an irreparable loss.

We therefore respectfully request that the Bureau of Indian Affairs use every force at its command to effect an appeal in this case. We are confident that an appeal in our behalf has every chance of success.

Sincerely yours,

Committee of Property Owners
of the Juneau Indian Village

Chairman

Secretary *A. T. H. [unclear]*

Treasurer *[unclear]*

Bill
7.11.11
as opposed to
or Solicitors
from Dept of the Interior, D.C.

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United States Department of the Interior



OFFICE OF THE SOLICITOR

Alaska Region
 220 University Drive
 Suite 201
 Anchorage, Alaska 99501-0001

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 BIA.AK.0034

RECEIVED

April 26, 1995

APR 27 1995

Bureau of Indian Affairs
 Area Realty

MEMORANDUM

TO: Niles Cesar, Area Director
 Juneau Area Office
 Bureau of Indian Affairs

Donald Baggs, Anchorage Branch Chief
 Alaska Field Operations Center
 Bureau of Mines

FROM: Roger Hudson, Attorney
 Office of the Regional Solicitor
 Alaska Region

SUBJECT: Douglas Land Disposals

This responds to the Bureau of Indian Affairs' (BIA's) February 9, 1995 letter, and the Bureau of Mines' (BOM's) more recent verbal inquiries, concerning disposition of certain real property¹ in the community of Douglas, Alaska, which is no longer needed by the BOM. Evidently both agencies' inquiries were prompted by the interest expressed by the Douglas Indian Association in obtaining title to certain lands about to be disposed of by the BOM.

The Douglas Indian Association (DIA) is an entity organized under the Indian Reorganization Act of 1934, as amended, 25 U.S.C. §§ 476-77, in 1941, and now listed as a recognized Indian tribe. 60 Fed. Reg. 9250, 9254 (2/16/95). The BIA has also asked this Office to comment on various other matters raised by the DIA, relating to the former Douglas Indian School, and to a number of homesites which were at one time located on the shore of Douglas Island or adjacent tidelands in the same general vicinity. We will begin with the question of the BOM facilities on Mayflower Island.

¹ This memorandum does not attempt to deal with questions relating to BOM personal property, but instead addresses only the land and buildings and other permanent improvements. Some of the same legal principles may apply to disposal of BOM equipment, but the question was not considered in any detail in preparing this opinion.

Niles Cesar and Donald Baggs
Douglas Land Disposals
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Mayflower Island BOM Facilities.

The island in Gastineau Channel opposite the town of Douglas City, identified on early maps as Juneau Island, is now apparently commonly referred to as Mayflower Island. It was first reserved for federal governmental purposes by an executive order signed by President Benjamin Harrison on June 21, 1890 (copy attached). That reservation was revoked many years later by Public Land Order 534, signed by the Assistant Secretary of the Interior on November 24, 1948 (copy attached). That P.L.O. revoked the part of the 1890 E.O. pertaining to the island, and reserved the land instead for the use of the BOM. Over the next two years the BOM constructed facilities on the island which it has occupied ever since. U.S. Survey 3844, approved in 1961, indicates that the total upland acreage of the island is 3.18 acres.

The BOM is now in the process of shutting down its operations in Southeast Alaska, and will therefore have no further use for the land or the extensive improvements which it built on Mayflower Island. The question is thus presented as to what means should be utilized to transfer ownership or control of the real property, and to whom it should be transferred. I am aware of three basic options which may be available to the BOM. The first, most universally applicable, disposal option is to report the property to the Bureau of Land Management (BLM) as no longer needed by the BOM, to be dealt with in accordance with the procedures outlined in 41 C.F.R. Part 114-47. The second option, explicitly authorized with respect to this particular property, is to convey it to the City and Borough of Juneau, Alaska. See 1995 Department of the Interior and Related Agencies Appropriations Act, Pub.L. 103-332, 108 Stat. 2499, 2509. The third option, suggested by the DIA, would be for the Secretary of the Interior to donate the property to the DIA pursuant to the authority found in § 105(f) of the Indian Self-Determination and Education Assistance Act (ISDA), 25 U.S.C. § 450j(f), as amended by Pub.L. 103-413, 108 Stat. 4250, 4254. According to an internal BOM memorandum, this latter approach was demanded, or at least strongly urged, by DIA Vice President Paulo and the tribe's consultant, a Mr. Gary Ricketts, during a January 25, 1995 meeting and inspection of part of the premises.

Upon closer review of the legislative authority relied on by the DIA, it would appear that consideration by the BOM of a direct donation of the property to the tribe would be premature at this juncture. A copy of 25 U.S.C. § 450j(f) is attached hereto for careful study. The statute basically authorizes (but does not mandate) furnishing federal property to tribes in three types of situations: (1) by permit, under terms to be negotiated, for use in carrying out an ISDA contract or grant; (2) by donation, with respect to property found to be excess to the needs of the BIA, the

Niles Cesar and Donald Baggs
Douglas Land Disposals
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Indian Health Service (IHS), or the General Services Administration (GSA) (emphasis added); or (3) by Department of the Interior acquisition of other excess or surplus federal property, and its subsequent donation to the tribe. In connection with the second situation, the Secretary is authorized to make provision for the reversion of property worth more than \$5,000 to federal ownership if or when the ISDA contract is terminated.

With respect to the three aspects of ISDA § 105(f), I would assume we can readily dispense with consideration of the first, since the tribe wants title, and the BOM has no desire to continue maintaining any administrative responsibility for the site. Likewise, although this is less clear, the third circumstance may be inapposite, since it appears to relate to the Secretary of the Interior acquiring property not already under his jurisdiction. Therefore, our attention is drawn to Subsection 450j(f)(2), which authorizes donation of "property found to be excess to the needs of the BIA, the IHS, or the GSA." On its face, this language would only appear to apply to the BOM facilities if and when they become excess to the needs of the GSA. Since the Mayflower Island facilities were not occupied or utilized by the BIA or IHS, donation of that particular property to a tribe could only be considered to be authorized by the quoted statutory language at such time as it has passed into the hands of the GSA. This reasoning would appear to kick us back into the general disposal procedures of 41 C.F.R. Part 114-47.

Under those property disposal regulations, the first step is for the BOM to report the withdrawn or reserved public domain lands on Mayflower Island to the BLM, which with the concurrence of the GSA will presumably determine in light of their improved status that such lands are unsuitable for return to the public domain. See 41 C.F.R. § 114-47.201-3(a); 43 C.F.R. § 2370.0-1 at seq. The next step would be the "circularization" of the property within the Department of the Interior; that is, the offering of the property for transfer to and use by other bureaus and offices of the Department. 41 C.F.R. § 114-47.203. Only after every other Interior agency has had an opportunity to obtain use of the property is the property determined to be excess, and reported as such to the GSA. 41 C.F.R. §§ 114-47.202-6(a); 114-47.203-1; -1(c); and -1(f). If no other Interior agency sought transfer of the property, the BIA could then exercise its authority under ISDA § 105(f)(3) to obtain it from the GSA for donation to the DIA. Such a course of events would of course be beyond the control of the BOM.

There are, I suppose, other more liberal interpretations of the way in which ISDA § 105(f) and the 41 C.F.R. Part 114-47 regulations ought to be reconciled. According to one interpretation, the Secretary could donate any unneeded property under his control, even

Niles Cesar and Donald Baggs
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if not previously administered by the BIA, under the authority of ISDA § 105(f)(2). The difficulty with this interpretation is that it ignores the explicit statutory mention of only property of the BIA, IHS, and GSA. Or, alternatively, the BIA could be viewed as authorized by § 105(f)(3) to acquire property from another Interior agency during the "circularization" process, for donation to a tribe. Once more, such an interpretation would require us to ignore some of the wording of the statute, which speaks in terms of acquisition of "excess or surplus" property. Such an interpretation would ignore the fact that "excess" and "surplus" are terms of art, having specific definitions of which Congress can be presumed to have been aware in drafting the statute. The Mayflower Island property would only meet the 41 C.F.R. § 114-47.103-51 definition of excess property if no Interior agency had any use for it, and would only meet the § 114-47.103-52 definition of surplus property if not required for the needs of any agency of the Federal Government. Therefore, until the BOM facilities have been offered to other Interior, or other federal, agencies, they could not properly be regarded as excess or surplus property.

Looking at the situation from the BIA's point of view, as opposed to the BOM's, the initial question to be answered would be whether the Mayflower Island property would be appropriate for use by the DIA for a purpose for which a self-determination contract of grant agreement is authorized. Although I don't know in detail what programs the DIA may be administering under an ISDA contract, I would speculate that if the opportunity to acquire the BOM facilities presented itself, and if the BIA was inclined to promote a Secretarial exercise of ISDA donation authority, a determination of "appropriateness" would not be hard to justify².

To review the basic points established thus far:

1. The BOM has full authority under the 1995 Interior Appropriations Act to convey the Mayflower Island property to the City and Borough of Juneau.
2. If the BOM elects to exercise that authority, neither the DIA nor the BIA has grounds for challenging such action on the basis of the ISDA.

² A word of caution may nonetheless be in order. I am aware that in other regions of the country scandals have developed when it has come to light that some tribes have abused their privilege of obtaining donated government property by obtaining large amounts of property such as heavy equipment, with no intention of using it in administering their contracts, and then proceeding to sell it to third parties purely as a money-making proposition.

Niles Cesar and Donald Baggs
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3. If the BOM for some reason decides not to exercise its explicit discretionary authority to make such a conveyance, it should notify the BLM that the facilities are no longer needed, and disposition of them should be handled in accordance with 41 C.F.R. Part 114-47.

4. If, in light of the DIA's expressed desire that the Mayflower Island facilities be donated to it, the BOM and BIA are inclined to cooperate to accommodate such request, the BIA can probably act to exercise the Secretary's authority to acquire such property for donation to the tribe, if it has not previously been spoken for by another Interior agency during the circularization process. If the Secretary decides to donate the property to the DIA, based on a determination that it could and should be used to carry out the purposes of an ISDA contract, he can certainly let it be known that the parcel should not be picked up by another agency as part of the BLM-administered circularization process. Then, the BIA could presumably seek to acquire the property from GSA for donation simultaneously with BLM's report to GSA of its excess status³.

5. On its own, the DIA probably has no mechanism by which to legally compel transfer of the property to it. About all it could do is formally request the Secretary to exercise his discretionary authority to donate the property to the tribe.

Douglas Indian School.

According to the records furnished by the DIA in connection with its recent contact with the Department, the so-called Douglas Indian School was constructed by the BIA in 1934 and/or 1935 on a 1.1 acre site purchased for that purpose from the City of Douglas in 1933. The City, from which the United States acquired the land, had first obtained its title when the Douglas townsite was entered and surveyed in 1918, at which time deeds were issued by the townsite trustee.

Later, when the BIA-constructed building was no longer in use as a school, and after Congress had enacted legislation specifically authorizing such action, the BIA conveyed the property to the Douglas Independent School District. The October 15, 1952 deed effecting this transfer specifically referenced the then-recent authorizing legislation, and explicitly made it "subject to the

³ This office has not attempted to consult with GSA about such a scenario because it is assumed that BOM may in all likelihood elect to convey the property in question to the City and Borough of Juneau. If BOM and BIA wish to jointly explore the alternative of donating the Mayflower Island property to the DIA, we would be willing to take a further look at what procedural steps might be required.

Niles Cesar and Donald Baggs
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conditions, limitations, and reservations contained in said Act." In pertinent part, that 1950 statute, now codified as 25 U.S.C. § 293b, provides as follows:

. . . any conveyance . . . shall provide that the land and improvements conveyed shall be used for school or other public purposes only and that the school facilities maintained thereon or therein shall be available to all of the native children of the town, city, or other school district concerned on the same terms as to other children of such town, city, or district. The Secretary of the Interior, if at any time he determines that the grantee of any such land and improvements has violated or failed to observe the foregoing provisions and that such violation or failure has continued for a period of at least one year, may declare a forfeiture of the grant. Such determination by the Secretary shall be final, and thereupon the lands and improvements covered thereby shall revert to the United States and become a part of the public domain subject to administration and disposal under the public land laws.

There are several features to note about this statutory limitation on use of the land and improvements conveyed to the school district. First, the permissibility of use for "other public purposes" is very broad. Virtually any use by a government agency in carrying out the agency's legally mandated mission would probably come within the limitation. The original grantee school district is reported to have merged with the Juneau District a few years after the conveyance, and the property is reported to have been occupied by a succession of public agencies, presumably as lessees of the unified school district. It is not at all apparent that any of these uses have violated the restriction in the 1952 deed.

Secondly, even if a use for a non-public purpose had occurred, and continued for a year or more, the statute does not require, but only authorizes, the Secretary of the Interior to declare a forfeiture. And thirdly, if a forfeiture were declared and judicially sustained, the effect would be to return the property to the public domain for disposal under the public land laws. Such a status would not permit conveyance to the DIA under ISDA § 105(f).

It is apparent that there has been confusion on someone's part as to the particular lands, title to which the Douglas Indian Association is seeking to obtain. Both the BIA's Juneau Area Office letter of February 9, 1995, and earlier BIA Central Office memoranda appear to confuse the BOM Mayflower Island facility, built in the late 1940s, with the Douglas Indian School built in the mid-1930s in the City of Douglas, on Douglas Island. The

Niles Cesar and Donald Baggs
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submissions by Mr. Stevens of the DIA would appear to be the source of this confusion. In particular, the page captioned "Occupation of Land Before 1880" contains several apparently incorrect statements. For one, it says that the State of Alaska or city gained Mayflower Island under the color of law. In fact, the United States still holds title, and has continuously since 1867. For another, it states that the City of Douglas and the State of Alaska rented the Mayflower Indian School to the Bureau of Mines. This is also in error. To the extent the statement may refer to the school built in the 1930s, it is wrong because in fact the BOM has never used or occupied this structure. To the extent it may refer to the BOM facilities on Mayflower Island it is wrong because neither the state nor the city has ever held any interest in such land or improvements.

In short, we are actually dealing with two entirely separate and unrelated pieces of property, with different histories and different present ownerships, and therefore subject to handling in accordance with different legal authorities. Our analysis as to each has accordingly been set forth separately above.

Native Residences on Former Tidelands.

The third issue raised in the materials submitted by Mr. Stevens of the DIA relates to an old grievance of some former Native (and possibly also non-Native) residents of an area between the Old Douglas Indian School and Mayflower Island. These persons occupied an area identified by Mr. Stevens as the Douglas Indian Village. According to the map included with the materials, the ten or so houses in question were located along the former Gastineau Channel shore line, strung out in a row southeast of the former Douglas Indian School, roughly opposite Mayflower Island. Although my knowledge of the history is far from complete, it appears that these houses--some occupied at the time and some not--were either moved or destroyed in the early 1960s to make way for the Douglas small boat harbor which was developed in the area between Mayflower Island and Douglas Island. There is some suggestion that the houses may have been condemned, any occupied ones vacated, and then all of them burned under Fire Department supervision.

Mr. Stevens has submitted some correspondence and selected excerpts from the minutes of various 1961 and 1962 Douglas City Council meetings, which he asserts constitute documentation that Native residents were deprived of their property without just compensation, and/or that their legally protected Native occupancy rights were not observed as they should have been. From the incomplete set of materials furnished it is not possible to reconstruct all the circumstances and events of the pertinent time period with any sense of confidence. However, in light of applicable legal principles, it is not clear that a full

Niles Cesar and Donald Baggs
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understanding of all the historical details is required in order to develop a response to Mr. Stevens and the DIA.

One thing that seems clear enough is that the owners of the ten structures in question did not hold recognized legal title to the land on which those structures were built⁴. Some of the facts which are less clear are: when the houses were built; whether they were located within the original townsite boundaries; and if so, to whom the land under the houses was conveyed by the townsite trustee; whether the houses were located in whole or in part on tidelands claimed by the State of Alaska under the equal footing doctrine; and whether the individual homeowners were in fact compensated, or knowingly waived any claims for compensation.

The gist of Mr. Stevens' argument is summarized on two pages captioned "Reference Points for Douglas City Minutes" and "Resolution #94-12-21." According to his interpretation, the Native homeowners' rights pre-dated Alaska Statehood, and their occupancy was entitled to legal protection under federal law. Mr. Stevens cites Edwardsen v. Morton, 369 F.Supp. 1359 (D.D.C. 1973) and Aguilar v. United States, 474 F.Supp. 840 (D. Alaska 1979) in support of the propositions that the Native residents had protectable property interests in their homes, and that the United States failed in its duty to recognize and protect such interests. Although exhaustive consideration of these questions is not possible without a more complete factual background, enough information has been supplied to support the conclusion that no remedies are presently available to the former property owners.

There are a number of reasons why no legal recourse is available for the former owners of the structures which were apparently destroyed by the City of Douglas in the early 1960s, even assuming that the DIA somehow had standing to raise their individual grievances, which is itself a very doubtful proposition. Let us assume for the sake of argument that the homeowners, or at least some of them, built their homes on uplands or tidelands that were federally owned and vacant and unreserved at the time they commenced their occupancy⁵. If this was the case factually, such homeowners would have enjoyed the protection of federal law. By way of illustration, it should be noted that the United States actually brought suit on behalf of the Indians' claims to tidelands

⁴ The one possible exception is that a non-Native named Shoppert is reported to have had a deed for his land and home.

⁵ It appears from the partially legible concluding paragraph of BIA Area Realty Officer Charles Jones' July 19, 1961 letter that the BIA did at that time recognize that these Native occupants had some sort of preference right to some of the lands they occupied.

Niles Cesar and Donald Baggs
Douglas Land Disposals
April 26, 1995- Page 9

just across the Gastineau Channel in Juneau during the very same time period, and that the federal court in that case upheld the applicability of the Section 8 of the Alaska Organic Act of 1884, which provided as follows:

That the Indians or other persons in said district shall not be disturbed in the possession or use of any lands actually in their use or occupation or now claimed by them but the terms under which such persons may acquire title to such lands is reserved for further legislation by Congress. . . .

23 Stat. 26. United States v. State of Alaska, 197 F.Supp. 834 (D. Alaska 1961)⁶. It seems unlikely that the United States Attorney would have failed to bring the case on behalf of Douglas Natives only a few miles away in the same time period if their claim had been as strong. Unfortunately, the information furnished for my review does not really explain the basis for BIA Area Director Hawkins' November 24, 1961 letter, informing the Douglas City Attorney that the BIA did not believe it had any jurisdiction over the Indian-owned improvements in question. However, that correspondence certainly does establish that the issue was not overlooked in an era when lawsuits were being filed to vindicate Indian occupancy rights in the same locality⁷.

Although one can only speculate on the basis of the information provided as to why a more satisfactory accommodation of the interests of Native improvement owners was not accomplished, the documents reviewed do contain some suggestions. For one thing, it appears that some of the houses were simply abandoned, since they were not occupied at the time the City commenced its Small Boat Harbor project. For another thing, it appears that efforts were made to contact owners, but may not have been entirely successful. For another, it appears that the City did act to formally condemn

⁶ However the case brought in support of the Indians' claim to the Juneau tidelands was not ultimately successful because the court did not think the fact of qualifying use and occupancy was proven. United States v. State of Alaska, 201 F.Supp. 796 (D. Alaska 1962).

⁷ Likewise, the record fails to reveal whether any efforts were made to seek legislative recognition of Native rights in Douglas, as was done in the case of the Juneau Indian Village. Public Law 88-34, 77 Stat. 52, was enacted on May 29, 1963 to explicitly extend the 1926 Alaska Native Townsite Act to all occupied lands of the Juneau Indian Village, both uplands and filled tidelands. No similar legislation was evidently sought or enacted with respect to the Douglas Indian Village.

Niles Cesar and Donald Baggs
Douglas Land Disposals
April 26, 1995- Page 10

the properties, which it would have had a legal right to do even if Native ownership had been established. 25 U.S.C. § 357. For another, it is possible that some of the Native improvement owners were compensated, although the materials furnished contain no indication one way or the other on this point.

However, all these observations go to the question as to whether there is an appearance that an injustice was done. Based on the information furnished, I cannot say with certainty one way or the other on that question, but one conclusion of which I am quite certain is that the time has long passed when any legal remedy can be pursued. One remedy suggested by Mr. Stevens is based on an analogy to the case of Aquilar v. United States, 474 F.Supp. 840 (D. Alaska 1979). The former improvement owners in Douglas cannot establish any rights under Aquilar because they failed to file allotment applications before the December 18, 1971 deadline established by the repeal of the 1906 Native Allotment Act with the enactment of § 1B(a) of the Alaska Native Claims Settlement Act (ANCSA), 43 U.S.C. §§ 1501, 1517(a). Although their occupancy rights might have been protected in the early 1960s, and could conceivably have led to acquisition of title under the Native Allotment Act, any such opportunity was cut off when they failed to file allotment applications while the law was still on the books.

Another avenue of relief suggested by Mr. Stevens appears to be based on the case of Edwardson v. Morton, 369 F.Supp. 1359 (D. D.C. 1973), which held that the United States had an obligation to pursue the claims of Natives who had suffered trespass damages prior to the passage of ANCSA. However, when the United States did bring such a lawsuit against the alleged trespassers, first the U.S. District Court, and then the Ninth Circuit Court of Appeals, ruled that the claims were barred by Section 4 of ANCSA, 43 U.S.C. § 1603. United States v. Atlantic Richfield Co., 435 F.Supp. 1009 (D. Alaska 1977), aff'd, 612 F.2d 1132 (9th Cir. 1980), cert. den. 499 U.S. 888 (1980). Thus, no claims based on aboriginal title survived the passage of ANCSA in 1971.

It is true, as the District Court noted in U.S. v. ARCO, 435 F.Supp. at 1134, n. 5, that claims for personal property damage were not barred by ANCSA § 4, but at this late date, the time for bringing suit as to any other types of claims arising out of the events of the early 1960s has long since passed. In 1982, Congress passed the Indian Claims Limitation Act, Pub.L. 97-374, 96 Stat. 1976-78, which set out a procedure for identifying claims accruing to any tribe or individual Indian, which could be brought by the United States, but which might be barred by the limitations period established in 28 U.S.C. § 2415. So far as the records of this office indicate, the Department of Interior did not list any claims belonging to Douglas Indian Village improvement owners on its own, and more importantly, neither individual property owners

Niles Cesar and Donald Baggs
Douglas Land Disposals
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nor the DIA gave any notice of such claims when they were given the opportunity to do so by Federal Register publication. The outgrowth of these developments is that the United States is barred by 28 U.S.C. § 2415(a) from bringing any lawsuit on behalf of former Douglas Indian Village residents which accrued more than six years and ninety days ago. Likewise, the affected individuals are barred from bringing any claim against the United States which arose in the 1960s by 28 U.S.C. § 2401. In short, there is no legal recourse available at this late date with respect to wrongs, if any, which may have been suffered by former residents of the Douglas Indian Village during the early 1960s.

Conclusion.

Of the three separate sites about which the DIA has expressed concern, the only one requiring relatively immediate action is the BOM's Mayflower Island facility. As to that facility, the BOM has full discretion to transfer title to the City and Borough of Juneau, or to report the property to the BLM for transfer to another Interior agency.

With respect to the former Douglas Indian School property, it was apparently validly conveyed to the Douglas Independent School District in 1952, subject to the Secretary's discretion to declare a forfeiture of the grant, if it ceases to be used for public purposes for more than a year. If the BIA does not know to what purpose the building is presently being put, inquiry should be undertaken, since the BIA is obliged to exercise its discretion, if any, in an informed manner.

With respect to the matter of the homes of former Douglas Indian Village residents which were evidently destroyed over 30 years ago, it is too late for any remedial action.

If you have additional questions about the matters discussed above, please feel free to contact me.

Roger L. Hudson
By *RJH* Roger L. Hudson

--attachments

cc: Area Realty Officer, JAO, BIA.

State of Alaska

02405

Department of Revenue

Juneau

CERTIFICATE

The undersigned, as Commissioner of Revenue of the State of Alaska, hereby certifies that I have compared the annexed copy of the order of Election Board, in the matter of the incorporation of the

TOWN OF DOUGLAS, ALASKA

with the original copy of the said Order on file in this office, which was filed on the 19th day of May, 1902, and now on file therein, and that the said copy is a full, true and correct copy of said above named Order.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at Juneau, the Capital, this

2nd day of November A.D. 1900

Osmer Gatz
COMMISSIONER OF REVENUE

STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF LANDS
340 6th Avenue
Anchorage, Alaska



TIDELAND APPLICATION: MUNICIPAL CORPORATION

1. Name of municipal corporation and mailing address City of Douglas
Douglas, Alaska

2. Name and title of person making application William E. Boehl, Mayor

3. Date of incorporation March 29, 1942

4. Legal description of land applied for Tide and submerged lands adjacent to the
City of Douglas, as described on the preliminary plat of survey attached hereto.

Section _____, Township _____, Range _____, _____ Meridian, contain-
ing approximately 104.313 acres.

5. Is the preliminary survey plat required by Section 122.13 of the Tideland Regulations
submitted with this application? X Yes _____ No.

6. Is an affidavit stating the date of incorporation submitted? X Yes _____ No.

7. Is a certified copy of the charter submitted? _____ Yes X No.

William E. Boehl
Mayor
Title _____

Subscribed and sworn to before me this 14th day of November,
1960.

Charles M. M. [Signature]
Notary Public My Commission Expires _____
Commission Expires _____

(The application must be prepared in duplicate and filed with the Division of Lands,
340 6th Ave., Anchorage, Alaska, together with the fee of a preliminary survey plat
of area applied for. No application will be considered unless accompanied by the filing
fee of \$25.00. This application fee will not be refunded to an unsuccessful applicant.
All checks are to be made out to the Department of Revenue.)

MEMORANDUM

State of Alaska

TO : Kirk W. Stanly

DATE : January 16, 1961

FROM : Maurice P. Oswald

SUBJECT: Preliminary Report:
Alaska Tidelands Survey No. 14
(CR41S67E) (Douglas, Alaska)

- 122.13 (1) Legal description not shown.
- (5) Locations of all roads within 200 feet of the tract must be shown. This means exact bearings & distances to street intersections, etc.
- Existing utility lines not shown.
- Mean high and mean low tide not shown.
- (7) Names of adjacent owners or claimants not shown. Any adjacent U. S. Surveys should be shown.
- 122.16 - 3 (a) Courses must be shown to the nearest minute of bearing and one-hundredth in distance in order to assure closure.

A. U. S. C. & G. S. station & U. S. L. M. # 1 exist on Juneau Island. In order to assure that the computed courses of the proposed Directors Line do not conflict with Juneau Island, I believe it necessary to show at least one direct tie from one of these monuments to one of the courses on the Directors Line.

MP

September 27, 1961

William E. Boehl, Mayor
City of Douglas
Douglas, Alaska

Dear Mayor Boehl:

Due to a conflict of interest between my official duties as Area Realty Officer of the Juneau Area Office of the Bureau of Indian Affairs, and the business affairs for the City of Douglas, I do hereby resign effective today from the Douglas Planning and Zoning Commission.

The Commissioner, Bureau of Indian Affairs, gave me clearance to serve on the Douglas Planning and Zoning Commission only if there was no conflict of interest.

I have enjoyed my work on the Commission and I am sorry that I have to resign.

Sincerely yours,

Charles H. Jones
Charles H. Jones

Read 10/6

*Accepted
10/9*

(b) Easement for right of way for waterway improvements, which easement shall be absolute and indefeasible so as to insure the permanent dedication of the property to the uses and purposes of a public navigable waterway;

(c) Permanent easements for permanent disposal areas, where such areas are required for future maintenance work;

(d) Permit or temporary easements for temporary spoil, work and borrow areas;

2. That the City of Douglas hereby agrees to provide and maintain without cost to the United States, necessary mooring facilities and utilities including a public landing with suitable supply facilities open to all on equal terms, and further agrees to hold and save the United States of America free from claims for damages due to construction and maintenance of the said project.

3. That the City Attorney prepare a legal opinion in connection with this resolution setting forth the statutory authority in the City of Douglas to bind itself in regard to all of the above-mentioned matters.

4. That the Mayor prepare and execute a financial report in the form of an affidavit showing that the City of Douglas has the financial ability to fulfill the undertakings hereinabove set forth

5. That the Mayor be, and he hereby is, authorized to execute all documents necessary to effectuate the purposes of this resolution

Passed and approved this 24th day of July, 1961.

CITY OF DOUGLAS

By William E. Boehl
Its Mayor

ATTEST:

Virginia B Post
City Clerk

STATE OF ALASKA)
) ss.
JUNEAU RECORDING PRECINCT)

I, VIRGINIA B. POST, being the duly appointed, qualified and acting Clerk of the City of Douglas, Alaska, do hereby certify that the above and foregoing is a full, true and correct copy of a resolution duly passed by the Common Council and approved by the Mayor of the said City at a regular meeting of said Council held at Douglas, Alaska, on July 24, 1961.

WITNESS my hand and the official seal of the said City of Douglas, on this 29th day of July, 1961.


Virginia B Post
City Clerk

Mr. Thomas E. Smith
July 28, 1961
Page Two

The City's authority to provide and maintain necessary mooring facilities and utilities, including a public landing, is found in §16-1-35 (Thirty-first), ACLA 1949, as last amended by Chapter 23, SLA 1959.

If you require any further information on this matter, will you please write me immediately. I am advised that copies of Resolution No. 294 and of the financial statement are being sent under separate cover.

Very truly yours,



R. J. Annis

RJA:mm
cc: Mayor W.E. Boehl

NPABO
Douglas Small-Boat Basin

7 September 1961

-The Honorable William E. Boehl
Mayor of the City of Douglas
Douglas, Alaska

Dear Mayor Boehl:

As you have been apprised, it will be necessary for the City of Douglas to grant an easement for spoil and waste in the area back of your dike up to the 24-foot contour. This area has been designated Tract 101E for purpose of identification. And, as shown on the pertinent drawings, a large portion of the easement will be superimposed upon the tideland area whose the mean high high water line which will be conveyed by the State of Alaska.

For your use and information, we have prepared and inclose for execution a proposed form of easement, together with a revised set of drawings, which we deem sufficient to accomplish the intent and purpose of the Assurance Resolution.

Since the job has been readvertised, expeditious handling of this request will be appreciated.

Sincerely yours,

2 Incl (trip)
1. Easement
2. Dwg Al-31-5

HENRY L. MARTIN
Acting Chief, Real Estate Division

SPCIL AND WASTE EASEMENT

WHEREAS, the United States of America, acting by and through the U. S. Army Engineer District, Alaska, by authority of House Document No. 286 of the 84th Congress, 2nd Session, is about to enter into the construction of the Douglas Small-Boat Harbor Project; and

WHEREAS, the City of Douglas, Alaska, by authority of the laws and statutes of the State of Alaska pertaining thereto, acting by and through its duly elected and qualified Common Council, at a regular meeting of said Council presided over by the Mayor of said City, duly passed a formal resolution No. 294 dated 24 July 1961, titled: "An Assurance Resolution Obligating the City of Douglas to Furnish to the United States of America Without Cost Necessary Lands, Easements and Rights of Way and Spoil-Disposal Areas Relating to the Douglas Small-Boat Harbor Project;" and

WHEREAS, said resolution authorized and directed the Mayor of the City of Douglas to execute all documents necessary to effectuate the purposes of this resolution; Now, Therefore,

THIS AGREEMENT made and entered into this 11th day of September, 1961, by and between the City of Douglas, Alaska, herein called the "Grantor" and the United States of America, herein called the "Government,"

WITNESSETH:

That for and in consideration of the mutuality of interests set forth above, and for other valuable consideration in hand paid to the Grantor by the Government, receipt of which is hereby acknowledged, Grantor hereby grants, bargains and sells to the Government and its assigns, forever, a spoil and waste easement with the right, privilege and authority to the Government and its assigns, contractors or agents to waste and spread

excess spoil material, to be excavated from the Douglas Small-Boat Harbor, upon and over the following described tide and uplands situate in the Juneau Recording Precinct, Juneau Land District, State of Alaska, particularly described as follows:

A tract of land located on upland adjacent to the Townsite of Douglas on Douglas Island, Juneau Recording Precinct, State of Alaska, more particularly described as follows:

Commencing at U. S. C. & G. S. Monument "Land 1921," a two by two-inch brass plate marked "USCM No. 1," located on the west end of Juneau Island; thence S 8° 51' E, 918.02 feet to the True Point of Beginning for this description, a point on the 24-foot contour line of the shore adjacent to the Townsite of Douglas; thence tracing said 24-foot contour line southward and westward to a point 1366 feet, more or less, N 58° 32' W, bearing from the point of beginning; thence S 58° 32' E, 1366 feet, more or less, to the point of beginning.

Containing 12.60 acres, more or less, of which 7.93 acres are included in the description of Tract 100-E (Parcel No. 1), which includes all that portion of the above-described tract that is situated below the mean high high water line as established at the 16.4-foot elevation. As delineated on Real Estate Drawing No. A1-31-5, Sheet 3 of 3 sheets.

Together with the rights, easements, privileges and appurtenances, in or to said lands which may be required and necessary for the full enjoyment of this easement, and for the future maintenance of the said Douglas Small-Boat Harbor.

IN WITNESS WHEREOF, Grantor, the Honorable Mayor of the City of Douglas, Alaska, has set his hand the day and year first above written.

CITY OF DOUGLAS, ALASKA

By William E. Boehl Mayor
GRANTOR

ATTEST:

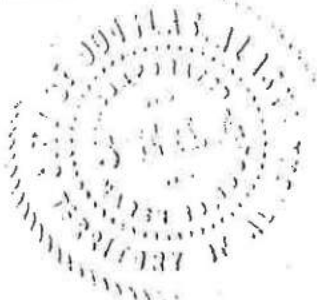
(Seal)

Virginia B. Post
City Clerk

STATE OF ALASKA)
) ss.
JUNEAU RECORDING PRECINCT)

I, Virginia B. Post, being the duly appointed, qualified and acting Clerk of the City of Douglas, Alaska, do hereby certify that the above and foregoing easement was duly executed by the Mayor of said City with full authority to do so as set forth in Common Council Resolution No. 29~~4~~ *alt* dated 24 July 1961.

Witness my hand and the official seal of the City of Douglas, this 13th day of September, 1961.



Virginia B Post
City Clerk

U. S. ARMY ENGINEER DISTRICT, ALASKA

CORPS OF ENGINEERS

P. O. Box 7002

Anchorage, Alaska

ADDRESS REPLY TO
THE DISTRICT ENGINEER
(NOT TO INDIVIDUALS)

REFER TO FILE NO. NPARC

Douglas Small-Boat Basin

8 September 1961

State Department of Natural Resources
Division of Lands
344 Sixth Avenue
Anchorage, Alaska

ATTENTION: Kirk W. Stanley, Tideland Supervisor



Gentlemen:

Pursuant to authority contained within House Document No. 34, 85th Congress, 1st Session, and the provisions of Engineering Manual 405-2-860, etc., the City of Douglas, Alaska, has entered into a local cooperation agreement with the U. S. Government, through the U. S. Army Engineer District, Alaska, to construct and operate a small-boat basin on the tidelands and uplands adjacent to the City.

Descriptions and Drawing No. Al-31-5, delineating the required areas which are all located on tidelands, are attached.

Pursuant to our recent agreement concerning tideland reservations in connection with authorized small-boat basins, we have prepared and inclose for execution by your Director your standard form Interagency Land Management Transfer, in duplicate, covering the lands reserved to the United States for use in the construction and maintenance of the Douglas Small-Boat Harbor.

Since the contract is scheduled to be awarded in the near future, we would greatly appreciate your early attention to this matter.

Sincerely yours,

Henry L. Martin

HENRY L. MARTIN

Acting Chief, Real Estate Division

3 Incl

1. Description Sheets (trip)
2. Dwg Al-31-5, Sheets
1, 2 & 3 (trip)
3. Form DL-25 (dupe)

STATE OF ALASKA
DEPT. OF NATURAL RESOURCES
DIVISION OF LANDS
344 SIXTH AVENUE
ANCHORAGE, ALASKA

September 15, 1961

Mr. William E. Boehl, Mayor
City of Douglas
Douglas, Alaska

Dear Mr. Boehl:

The Division of Lands has received from Mr. Henry L. Martin, Acting Chief of the Real Estate Division, Corps of Engineers, a request for the State to convey by means of an Interagency Land Management Transfer certain tidelands within the incorporate boundaries of the City of Douglas for the purpose of constructing a small boat harbor. The Division of Lands maintains a policy that before conveyance of tidelands located within the incorporate boundaries of a city are to be conveyed, concurrence of that city is required. Therefore, will you kindly submit to the Division of Lands by letter your concurrence to the State transferring such tidelands to the United States Government.

We are enclosing a copy of Mr. Martin's letter of transmittal to us along with a copy of the plat and legal description.

Very truly yours,

ROSCOE E. BELL, Director

By

Kirk W. Stanley
Tideland Supervisor

KWS:aim

Enclosure

cc: Mr. Henry L. Martin
Acting Chief, Real Estate Division
Corps of Engineers
P.O. Box 7002
Anchorage, Alaska



CITY OF DOUGLAS

OFFICE OF MAYOR
DOUGLAS, ALASKA

September 26, 1961

Alaska Department of Natural Resources
Division of Lands
344 Sixth Avenue
Anchorage, Alaska

Attention: Kirk W. Stanley, Tideland Supervisor

Gentlemen:

In reply to your letter of September 15, 1961, which was brought before the Douglas Common Council at its next regular meeting, the authorization was given me to inform you that the City of Douglas concurs in the transfer of tidelands within the corporate limits of the City as described in Tract 100, Tract 100-E, Parcel No. 1 and Tract 100-E, Parcel No. 2 for the construction of the Douglas Small Boat Basin, as required by the Corps of Engineers.

Yours very truly,

CITY OF DOUGLAS, ALASKA

By William E. Boehl
William E. Boehl, Mayor

cc: Mr. Henry L. Martin
Acting Chief, Real Estate Division
Corps of Engineers
P. O. Box 7002
Anchorage, Alaska

October 2, 1961

U. S. Army Engineer District, Alaska
Corps of Engineers
P.O. Box 7002
Anchorage, Alaska

Re: Interagency Land Management Transfer - ADL 17205

Attention: Mr. Henry L. Martin
Acting Chief, Real Estate Division

Dear Sir:

Enclosed for your files you will find the above-captioned issued Interagency Land Management Transfer for the construction of the Douglas Small-Boat Harbor.

Very truly yours,

ROSCOE E. BELL, Director

By

Kirk W. Stanley
Tideland Supervisor

aim

Enclosures

ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF LANDS
333 "D" Street
Anchorage, Alaska

INTERAGENCY LAND MANAGEMENT TRANSFER

The Division of Lands, Department of Natural Resources of the State of Alaska transfers and assigns to the United States of America and its assigns or its successors in function, hereinafter called Assignee, jurisdiction and management of the following described lands, including uplands, shorelands, tidelands or submerged lands, located in the State of Alaska, to-wit:

The attached descriptions are taken from the Department of the Army, Office of the Alaska District Engineer, North Pacific Division. Real Estate plat for Douglas Small-Boat Harbor.

PLAT REFERENCE TO TRACTS 100, 100E (Parcel No. 1),
and 100E (Parcel No. 2)

U. S. Army Engineer District, Alaska,
Douglas Small-Boat Harbor--CIVIL WORKS -
Real Estate Requirements Drawing No. A1-31-5

said jurisdiction and management being limited to the surface and so much of the subsurface as may be required in order to make use of the land for public purposes within the jurisdiction of the Assignee, and for so long as required for said

public purposes. The right to construct, maintain or improve and remove buildings, roads, airports and works of any description, and to use or remove sand, gravel, timber, or other materials on or near the surface is expressly granted when such action is necessary in order to make use of the land for any public purposes within the jurisdiction of the Assignee. The Division of Lands expressly reserves jurisdiction and management of all other minerals including oil and gas in the above described land, provided, however, that the Division of Lands will not permit surface entry for the purpose of mineral or oil and gas exploration or development without the consent of the Assignee.

Dated at Anchorage, State of Alaska, this 29th day of September, 1961.

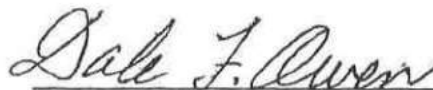


Director, Division of Lands
Department of Natural Resources

UNITED STATES OF AMERICA)
)
STATE OF ALASKA) ss.

This certifies that on the 29 day of Sept., 1961, before me a notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared ROSCOE E. BELL, to me known and known to me to be the person described in and who executed and acknowledged the foregoing instrument on behalf of the State of Alaska, as Director of the Division of Lands, Department of Natural Resources. The said ROSCOE E. BELL, after being duly sworn according to law, stated to me under oath that he is the Director of the Division of Lands, Department of Natural Resources and has authority pursuant to law to execute and acknowledge the foregoing instrument as such Director on behalf of the State of Alaska, acting through the Division of Lands, Department of Natural Resources and that he executed and acknowledged the same freely and voluntarily as the free and voluntary act and deed of the said State of Alaska and for the Division of Lands, Department of Natural Resources.

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



Notary Public in and for the State of
Alaska. My commission expires MARCH 27, 1965

ACCEPTED AND APPROVED: UNITED STATES OF AMERICA
 DEPARTMENT OF THE ARMY

By Henry L. Martin
HENRY L. MARTIN - Attorney-Advisor
Acting Chief, Real Estate Division
U. S. Army Engineer District, Alaska, CE

DOUGLAS SMALL-BOAT BASIN

^{100E (Parcel 1)}
(TRACT ~~100~~) STATE OF ALASKA - D.P.W. Sheet No 1

A tract of land located on tideland adjacent to and between the Townsite of Douglas on Douglas Island and Juneau Island, Juneau Recording Precinct, State of Alaska, more particularly described as follows:

Commencing at U.S.C.&G.S. Monument "Land 1921," a two by two-inch brass plate marked "USMM No. 1," located on the west end of Juneau Island; thence S 53° 01' E, 520 feet, more or less, to a point on the mean higher high water line of said island, the True Point of Beginning for this description; thence S 31° 28' W, 609 feet to a point; thence N 58° 32' W, 1254 feet to a point; thence N 0° 30' E, 321 feet to a point; thence N 82° 01' E, 627 feet to a point; thence S 58° 32' E, 393 feet to a point; thence S 0° 30' W, 25 feet to a point from which "USMM No. 1" bears S 89° 30' 00" E, 13 feet; thence continuing S 0° 30' W, 30 feet to a point on the m.h.h.w. line; thence southeasterly 540 feet, more or less, along said m.h.h.w. line at elevation 16.4 feet to the point of beginning.

Containing 17.65 acres, more or less.

²
(TRACT 100-E, PARCEL NO. ~~1~~) STATE OF ALASKA - D.P.W. Sheet No 3

A tract of land located on tideland adjacent to and northeast of the Townsite of Douglas on Douglas Island, Juneau Recording Precinct, State of Alaska, more particularly described as follows:

Commencing at U.S.C.&G.S. Monument "Land 1921," a two by two-inch brass plate marked "USMM No. 1," located on the west end of Juneau Island; thence S 72° 12' W, 944 feet, more or less, to a point on the mean higher high water line of a tidal basin adjacent to Douglas Island; thence tracing said m.h.h.w. line at elevation 16.4 feet in a clockwise direction around the border of said tidal basin back to the point of beginning.

Containing 7.93 acres, more or less.

DOUGLAS SMALL-BOAT BASIN

TRACT 10C 1, PARCEL NO. ³2 -- STATE OF ALASKA, D.P.W. Sheet 2

A tract of land located on Gastineau Channel tidelands adjacent to and northeast of the Townsite of Douglas on Douglas Island, Juneau Recording Precinct, State of Alaska, more particularly described as follows:

Commencing at U.S.C.&G.S. Monument "Land 1921," a two by two-inch brass plate marked "U.S.MM. No. 1," located on the west end of Juneau Island; thence S 41° 21' E, 664 feet, more or less, to a point on the rock causeway which connects the Townsite of Douglas with Juneau Island, said point being at elevation 23.5 feet and marked by a nail in the roadway; thence S 60° 46' E, 30 feet, more or less, to a point on the M.H.H.W. line of said island, the True Point of Beginning of this description; thence continuing S 60° 46' E, 500 feet to a point; thence S 29° 14' W, 826 feet, more or less, to a point on the M.H.H.W. line of Gastineau Channel; thence proceeding in a clockwise direction 1220 feet, more or less, back to the Point of Beginning.

Containing 9.27 acres, more or less.

(V.C.E. - 7/12/61)

CITY OF DOUGLAS

OFFICE OF MAYOR
DOUGLAS, ALASKA

September 26, 1961

Alaska Department of Natural Resources
Division of Lands
344 Sixth Avenue
Anchorage, Alaska

Attention: Kirk W. Stanley, Tideland Supervisor

Gentlemen:

In reply to your letter of September 15, 1961, which was brought before the Douglas Common Council at its next regular meeting, the authorization was given me to inform you that the City of Douglas concurs in the transfer of tidelands within the corporate limits of the City as described in Tract 100, Tract 100-E, Parcel No. 1 and Tract 100-E, Parcel No. 2 for the construction of the Douglas Small Boat Basin, as required by the Corps of Engineers.

Yours very truly,

CITY OF DOUGLAS, ALASKA

By

William E. Boehl, Mayor

cc: Mr. Henry L. Martin ✓
Acting Chief, Real Estate Division
Corps of Engineers
P. O. Box 7002
Anchorage, Alaska

*Concurrence of City for
T.R. 100-E*

MINUTES OF REGULAR MEETING OF DOUGLAS COMMON COUNCIL HELD SEPTEMBER 25, 1961

The meeting was called to order by Mayor Boehl with Councilmen McLean, Coffman, Isaac, Savikko and Russo present. Absent: Jenkins.

Councilman Isaac moved to waive the reading of the minutes as all had copies. Seconded by McLean and carried.

CORRESPONDENCE

Letters read were: from Kirk W. Stanley, Tideland Supervisor, State Division of Land with copy of letter from Corps of Engineers regarding transfer of tidelands for Sma. Boat Harbor as required by Corps of Engineers; from Department of Public Works, Division of Highways, with change in Maintenance Agreement; from Margaret Fritsch about performing planning work for Douglas with brochure about the personnel of Earlan Nelson & Associates; and copy of Mayor Boehl's letter to Alaska Housing Authority. Fire Marshal Shudshift's monthly report also was read.

COMMITTEE REPORTS

The Fire and Water Committee report by Councilman Russo was that the Fire Department be notified by letter to Fire Marshal Shudshift when houses are ready for burning in Village area. Councilman Savikko brought up the need to purchase another pump like the McCullough on the C-D Truck for cleaning the dam.

OLD BUSINESS

No word had been received from Judge von der Heydt regarding the Magistrate agreement. Also, nothing had been received from Alaska Housing Authority in reply to Mayor Boehl's letter.

No contact had yet been made with Eugene Nelson of A-J Industries regarding the deed to a small area at Treadwell.

Mayor Boehl had contacted Attorney Annis to review the rate ordinance prepared by the attorney for the Alaska Electric Light & Power Co., but no word had been received as yet. The Council asked that Mr. Annis be present at the next meeting to give his opinion on the Ordinance and also to attend the public hearing. It was moved by Councilman Isaac that the hearing be held on October 23 at 9:30 P.M. Seconded by Savikko and carried.

No suggested amendments were proposed, and it was decided the ordinance could be passed in second reading prior to the report from Mr. Annis, after which necessary changes could be made before the public hearing. Councilman Isaac then moved that Ordinance No. 13-3 be passed for second reading, seconded by Savikko and carried by unanimous roll call vote of Councilmen McLean, Coffman, Isaac, Savikko and Russo.

In order to get someone to remove the ANB quonset, an ad on the "Billboard of the Air" to read "Quonset to be removed, as is Contact Douglas City Clerk's Office." was to be put on the air.

Bids had been opened on the repair of the Dock and Cole & Paddock had the low bid.

Mr. Nagel reported that most of the equipment for the substation will be on hand, possibly during the week. In answer to a question, he further stated that the 23,000 volt A-J line to the 240 plant will be disconnected, but left intact in case of need for emergency use.

J.S.P.

September 25, 1961

Mayor W. E. Boehl

Douglas, Alaska

Dear Sir:

Due to a possible conflict of interest between my work and that of the Douglas Planning and Zoning Commission, I find it necessary to submit my resignation from the Commission, Effective immediately.

Sincerely yours,

A. W. Bartlott

A. W. Bartlott

*Read 10/6/61
Accepted 10/9/61
L*

Re: Douglas Indian Village

It is a well known principal that accretion arising either naturally or because of some human agency which is, nevertheless, slow or gradual and imperceptible to the eye at any given moment becomes a part of the upland. It is therefore the feeling and position of the City of Douglas that such lands which accreted since the original patent have become a part of the upland. The City of Douglas acquired the upland in this area in tax foreclosure proceedings in the years 1924 and 1926. The City remains the owner of the lands at the present time.

The occupants of this area have been and are now tenants of the City of Douglas. A nominal, annual ground rent has been charged each of the occupants for a period in excess of ten years last past. This is indicative of the permissive occupancy of the area and serves to show that the occupants do not hold the land adversely to the title of the City of Douglas.

The city therefore feels that since there is apparently no tide land involved, that the United States holds no interest in the property either in its own behalf or as trustee for the benefit of the Indian occupants of the land. It would therefore appear that any aggrieved persons should deal with the city on the same basis as any other citizens. You may be assured that it is the intention of the city to proceed in accordance with law preserving all these citizen's rights in the same manner as those of any other citizen.

Please give this matter your consideration. In the event that you desire further information, please feel free to contact me.

Very truly yours,

J. D. NORDALX

JDN:est

cc: Honorable Marcus Jensen, Mayor
City of Douglas

page - 5

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~~page 5~~ ~~page 5~~ page -

MINUTES OF REGULAR MEETING OF DOUGLAS COMMON COUNCIL HELD JANUARY 8, 1962

The meeting was called to order by Mayor Jensen. All Councilmen were present.

CORRESPONDENCE: Three letters from the Corps of Engineers were read, one transmitting the finished maps showing the Douglas pierhead and bulkhead lines, and two in regard to the damage to the Bureau Mines causeway as it relates to the Boat Harbor. A delayed report from Fire Marshal Emdshift with copy of a letter attached was read. Also read was the resignation as Councilman of Clifford E. Love. The November and December State Trooper reports were circulated as was the notice of the School Board meeting.

At this time the regular order of business was suspended, in order to take up matters on which several individuals had been invited to attend.

The first matter was with those residing in the village area which must be vacated for the fill from the Boat Harbor. Mrs. Frank Wilson spoke first, stating that their need was for somewhere to move. They would be willing for an independent appraisal of their property in connection with a settlement. Mrs. Wilson was asked to submit in writing their proposal for settlement.

Mr. Pascual Niere also stated that he needed a place to move, as his wife would be arriving soon to join him. He had been willing to state a value for his house, but later declined to enter it in writing.

Mr. Robert Schoppert spoke on his needs and reviewed the story of his property and his home, claiming ownership of the land. He pointed out that he has no money to rent a place to live with his children. He also was asked to submit his estimate of the value of his property.

A short recess was called to permit the Empire photographer to take pictures of the Mayor, Council and other city officials who were present, for use in the coming Douglas edition.

A representative from the Daily Alaska Empire brought to the Council whether they would again want to be included in the Welcome to the Legislature. No action was taken on the matter.

Former Mayor Boehl spoke briefly on the programs that are set up for area rehabilitation and that the City could be re-certified under its Workable Program in connection with development under Sec. 221 of the National Housing Act.

Mr. Maurice Kelly next discussed the billing he received for sewer installation to his new residence. He stated that he had not been informed that a charge would be made and told of the problem of having to enter by steps if the house were raised further. Mr. Boehl, contractor on the house, made several statements in connection with the installation. After questioning by the Council the Water & Sewer Committee was instructed to look into the situation further and advise Mr. Kelly.

At the request of the Mayor and Council, Mr. Frank Nagel was present to bring the new members of the Council and the Mayor up to date on the rate structure for the rate structure in Ordinance 13-3.

ROBERTSON, MONAGLE, EASTAUGH & ANNIS
 ATTORNEYS AT LAW
 P. O. BOX 1211
 200 SEWARD BUILDING
 JUNEAU, ALASKA

R. E. ROBERTSON (1885-1981)
 M. E. MONAGLE
 F. O. EASTAUGH
 R. J. ANNIS
 J. D. NORDALE
 D. L. GREGG

PHONE JUNIPER 8-3340
 CABLE ADDRESS: ROMEA

February 5, 1962

Mr. Frank Wilson, Sr.
 Box 472
 Douglas, Alaska

Dear Mr. Wilson:

As you know, the City of Douglas intends to clear the area upon which your house is located. It is necessary that this be done as soon as is practically possible. The Army Engineers plans to commence dredging operations in the early spring.

I'm sure that you are aware that the land upon which your house is located is owned by the City of Douglas. Your annual rent of the land is minimal and will be the basis for determining the value of your interest should it be necessary for the City to institute legal proceedings to evict you. As you can readily see, you are legally entitled to very little compensation, if any.

The City, realizing that it has some moral responsibility toward its citizens, wishes to make a settlement which will at least be somewhat better than it is legally bound to make. It is necessary, however, that any settlement negotiations take place as soon as possible. It is therefor requested that you contact me at your earliest convenience to discuss this matter. I request that you endeavor to do this prior to February 15, 1962, since it will be necessary to institute legal proceedings shortly thereafter if a suitable settlement is not reached.

Very truly yours,

J. D. Nordale

JDN:lmk

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ROBERTSON, MONAGLE, EASTAUGH & ANNIS

ATTORNEYS AT LAW
P. O. BOX 1211
200 SEWARD BUILDING
JUNEAU, ALASKA

PHONE: JUNI/PER 6-3340
CABLE ADDRESS: ROMEA

R. E. ROBERTSON (1885-1961)
M. E. MONAGLE
F. O. EASTAUGH
R. J. ANNIS
J. D. NORDALE
D. L. GREGG

February 5, 1962

Mr. Pascual Niere
Box 341
Douglas, Alaska

Dear Mr. Niere:

As you know, the City of Douglas intends to clear the area upon which your house is located. It is necessary that this be done as soon as is practically possible. The Army Engineers plans to commence dredging operations in the early spring.

I'm sure that you are aware that the land upon which your house is located is owned by the City of Douglas. Your annual rent of the land is minimal and will be the basis for determining the value of your interest should it be necessary for the City to institute legal proceedings to evict you. As you can readily see, you are legally entitled to very little compensation, if any.

The City, realizing that it has some moral responsibility toward its citizens, wishes to make a settlement which will at least be somewhat better than it is legally bound to make. It is necessary, however, that any settlement negotiations take place as soon as possible. It is therefor requested that you contact me at your earliest convenience to discuss this matter. I request that you endeavor to do this prior to February 15, 1962, since it will be necessary to institute legal proceedings shortly thereafter if a suitable settlement is not reached.

Very truly yours,

J. D. Nordale

JDN:lmk

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ROBERTSON, MONAGLE, EASTAUGH & ANNIS

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JUNEAU, ALASKA

PHONE: JUNIPER 6-3340
CABLE ADDRESS: ROMEA

R. E. ROBERTSON (1885-1961)
M. E. MONAGLE
F. O. EASTAUGH
R. J. ANNIS
J. D. NORDALE
D. L. GREGG

February 2, 1962

Mr. Robert Schoppert
Box 433
Douglas, Alaska

Dear Mr. Schoppert:

As you know, the City of Douglas intends to clear the area upon which your house is located. It is necessary that this be done as soon as is practically possible. The Army Engineers plans to commence dredging operations in the early spring.

I'mssure that you are aware that the land upon which your house is located is owned by the City of Douglas. Your annual rent of the land is minimal and will be the basis for determining the value of your interest should it be necessary for the City to institute legal proceedings to evict you. As you can readily see, you are legally entitled to very little compensation, if any.

The City, realizing that it has some moral responsibility toward its citizens, wishes to make a settlement which will at least be somewhat better than it is legally bound to make. It is necessary, however, that any settlement negotiations take place as soon as possible. It is therefor requested that you contact me at your earliest convenience to discuss this matter. I request that you endeavor to do this prior to February 15, 1962, since it will be necessary to institute legal proceedings shortly thereafter if a suitable settlement is not reached.

Very truly yours,

J. D. Nordale

JDN:lmk
xcc

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ROBERTSON, MONAGLE, EASTAUGH & ANNIS

ATTORNEYS AT LAW
P. O. BOX 1211
200 SEWARD BUILDING
JUNEAU, ALASKA

PHONE: JUNIPER 6-3340
CABLE ADDRESS: ROMEA

R. E. ROBERTSON (1885-1961)
M. E. MONAGLE
F. O. EASTAUGH
R. J. ANNIS
J. D. NORDALE
D. L. GREGG

February 5, 1962

Mr. William Cook
c/o Rev. W. D. Soboleff
1003 B Street
Juneau, Alaska

Dear Mr. Cook:

As you know, the City of Douglas intends to clear the area upon which your house is located. It is necessary that this be done as soon as is practically possible. The Army Engineers plans to commence dredging operations in the early spring.

I'm sure that you are aware that the land upon which your house is located is owned by the City of Douglas. Your annual rent of the land is minimal and will be the basis for determining the value of your interest should it be necessary for the City to institute legal proceedings to evict you. As you can readily see, you are legally entitled to very little compensation, if any.

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Very truly yours,

J. D. Nordale

JDN:lmk

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ROBERTSON, MONAGLE, EASTAUGH & ANNIS
ATTORNEYS AT LAW
P. O. BOX 1211
200 SEWARD BUILDING
JUNEAU, ALASKA

R. E. ROBERTSON (1885-1961)
M. E. MONAGLE
F. O. EASTAUGH
R. J. ANNIS
J. D. NORDALE
D. L. GREGG

PHONE: JUNIPER 8-3340
CABLE ADDRESS: ROMEA

February 5, 1962

Mr. Catalino Panio
Box 32
Yakutat, Alaska

Dear Mr. Panio:

As you know, the City of Douglas intends to clear the area upon which your house is located. It is necessary that this be done as soon as is practically possible. The Army Engineers plans to commence dredging operations in the early spring.

I'm sure that you are aware that the land upon which your house is located is owned by the City of Douglas. Your annual rent of the land is minimal and will be the basis for determining the value of your interest should it be necessary for the City to institute legal proceedings to evict you. As you can readily see, you are legally entitled to very little compensation, if any.

The City, realizing that it has some moral responsibility toward its citizens, wishes to make a settlement which will at least be somewhat better than it is legally bound to make. It is necessary, however, that any settlement negotiations take place as soon as possible. It is therefor requested that you contact me at your earliest convenience to discuss this matter. I request that you endeavor to do this prior to February 15, 1962, since it will be necessary to institute legal proceedings shortly thereafter if a suitable settlement is not reached.

Very truly yours,

J. D. Nordale

JDN:lmk

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OLD BUSINESS

Word received from Attorney Nordale regarding property settlements was that all letters had been sent, but no replies received. Also Mr. Schoepert had retained Mrs. Hermann. Attorney Nordale will now proceed with filing Declarations of Trust

It was reported that in contacts with Ray Beach, assessor, it was determined that he planned to recheck all property in Douglas. The letter which he was to send setting forth his proposal had not been received.

The proposal of Lou Rainery for subdivision was discussed and how to prorate the cost to the adjoining owners. Councilman Coffman made a motion to authorize the Mayor to enter into an agreement with Lou Rainery for subdivision of the property adjacent to Blocks 41A-42A-43A and 45A with legal descriptions for each parcel. Seconded by Russo and carried.

A review of the present status of funds available for use between now and July was given, which showed general fund obligations to be met, exclusive of maintenance and utility items, of \$14,400.00. Present bank balance was about \$1,400. It was mentioned that Island Development Corp. was intending to pay the sales tax. Purchasers of property who are in arrears will be notified of their unpaid accounts and put on a payment schedule to bring in funds. Councilman Coffman would work on this with the City Clerk.

In connection with property sales, one owner wants to sell because an adjoining owner has built a garage, without checking zoning or obtaining a permit, and is apparently too close to the line and detracts from the lot in question.

Councilman Hermann moved that the bills be paid, seconded by Savikko and carried.

A letter which was to be sent to the Bureau of Mines regarding their sewer outfall had not been sent as the Clerk did not know all the information. While sewers were under discussion, it was noted that Ray Halk Keith's sewer is not connected nor those of Mike's Place, Herrington's residence, the Benesch house and possibly the Jensen house. Mrs. Keith was to be written to have the line changed and to have her tenants contact the city on what is needed.

Regarding the grade for the sewer line on 4th St., which needs to be engineered Councilman Coffman made a motion to have Lou Rainery also determine the elevation on 4th and G Sts. Seconded by Savikko and carried.

At a previous meeting the Fire Marshal had asked the city to purchase turnout suits for the men residing at the fire hall. Councilman Russo made a motion that the Fire Dept. order the turnout suits through the City Clerk, seconded by Savikko and carried.

Maintenance Chief Fleck quoted \$161.00 for a Goodyear 12-ply nylon tire for the 12 Grader, which is needed at once. Councilman Savikko made a motion for the Maintenance Chief to negotiate for the purchase of a grader tire from Junaua lot at the quoted price. Seconded by Coffman and carried.

The meeting was then adjourned upon motion by Hermann, and seconded by Savikko.

Approved: _____

William J. ...
City Clerk

MEMORANDUM**State of Alaska**

TO: Kirk Stanley
Tidelands Officer

through: Charles W. York *CWY*
Chief Cadastral Engineer

FROM: Ed Yarmak *EY*
Office Engineer

DATE: February 27, 1963

SUBJECT: Douglas Small Boat Basin
Tracts 100 & 100E
Parcels 1 & 2
ADL 02405 2.7

These descriptions cannot be plotted on the Douglas plat at this time. The only usable Douglas plat which shows the area covered by these tracts is the City of Douglas tidelands plat, Alaska Tidelands Survey No. 14.

The reason these descriptions cannot be plotted is because the point of beginning of the descriptions, USC&GS station "Land 1921" which is also USMM #1, is not shown on the tideland plat or any other plat of the Douglas area that we have available. The descriptions for these tracts do not have ties or control between "Land 1921" and Douglas Island; therefore, "Land 1921" cannot be located on the plat from these descriptions and we have no other information showing any possible existing ties. The only other way to locate "Land 1921" would be by latitude and longitude. The work on the plat gives latitude and longitude of cor. #1 A. T. S. 14 to the nearest second and the location of USC&GS monument "Land 1921" gives latitude and longitude to the nearest thousandth of a second. Therefore, the consistency of accuracy is not such that would justify plotting the very accurate USC&GS station "Land 1921" using the relatively inaccurate control of the latitude and longitude of the point on the plat. It must be remembered that the position given, the latitude and longitude of the point on the tidelands plat, is quite accurate when viewed relative to the quality of work required for a tidelands survey.

The descriptions given for these tracts are very loose, giving distances to the nearest foot, more or less, and giving such descriptions as: thence tracing M.H.H.W. in a clockwise direction back to the point of beginning. Also, there is no basis of bearings given in the descriptions. These descriptions give bearings going away from "Land 1921", but do not state how these bearings were derived.

If the station "Land 1921" is plotted on Douglas Tidelands plat, the coordinate value for the station does fall on Juneau Island, but whether this point is the correct point is not known. The distances for the point with reference to Cor. 1 A. T. S. 14 will be approximately north - 1,854 ft. and west 698 ft. If these values are used, the subsequent point falls approximately 200' west of Juneau Island as shown on A. T. S. 14. To me this merely indicates the validity of the above statement concerning consistency of accuracy.

SAW

MEMORANDUM

State of Alaska

TO: Phil Holdsworth
Commissioner

THRU: Roscoe E. Bell, Director

FROM: *10*
Kirk W. Stanley
Tideland Supervisor

DATE: June 12, 1963

SUBJECT: City of Douglas
Municipal tidelands
ADL 02405 - ATS 14

The proposed conveyance of the municipal tide and submerged lands for the City of Douglas will be legally advertised for 3 consecutive weeks and barring any protests during the 30-day protest period with your concurrence, we will issue patent.

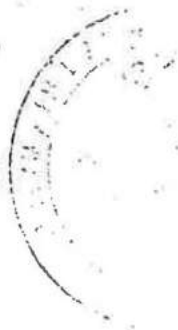
Kirk W. Stanley

I concur.

Phil Holdsworth

Phil Holdsworth

KWS:mer



STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF LANDS
344 Sixth Avenue
Anchorage, Alaska
June 13, 1963

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Daily Alaska Empire
Box 1991
Juneau, Alaska

Gentlemen:

Please publish the enclosed notices on June 21, 23, and July 5, 1963.

Upon completion of the publication, please send a certified statement, in triplicate, along with an affidavit of publication to the Division of Lands, 344 Sixth Avenue, Anchorage, Alaska.

Very truly yours,

ROSCOE E. BELL, Director

Sy

Kirk W. Stanley
Tideland Supervisor

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Enclosure

STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF LANDS

Subject to the provisions of Chapter 166, SLA 1959, as amended, particularly Article III, Section 5 (3)a, and the rules and regulations promulgated thereunder, the Director of the Division of Lands, or his authorized representative, will convey to the City of Douglas, Douglas, Alaska, as preference right claimant, a parcel of tide and submerged lands as designated on the official plat known as Alaska Tideland Survey No. 1A (CR 418 67E), on file and of record at the office of the State Division of Lands, 344 Sixth Avenue, Anchorage, Alaska, and more properly described as:

Beginning at Cor. No. 1, from whence Cor. No. 2, U.S.M.S. 164 bears N.43°32'W., 137.18 ft. distant. Thence, from Cor. No. 1, by water and bounds, N.43°32'W., 187.18 ft., to Cor. No. 2; N.59°33'W., 1064.92 ft., to Cor. No. 3; N.35°17'W., 475.74 ft., to Cor. No. 4; N.47°58'E., 43.75 ft., to Cor. No. 5; N.28°32'W., 156.00 ft., to Cor. No. 6; N.38°34'E., 88.25 ft., to Cor. No. 7; N.31°42'W., 239.77 ft., to Cor. No. 8; N.1°29'E., 488.07 ft., to Cor. No. 9; N.62°26'W., 51.32 ft., to Cor. No. 10; N.19°17'W., 51.13 ft., to Cor. No. 11; N.27°36'W., 46.96 ft., to Cor. No. 12; N.41°45'W., 26.18 ft., to Cor. No. 13; N.45°08'W., 50.76 ft., to Cor. No. 14; N.48°43'W., 22.12 ft., to Cor. No. 15; N.48°17'W., 53.19 ft., to Cor. No. 16; N.48°27'W., 24.80 ft., to Cor. No. 17; N.50°33'W., 25.92 ft., to Cor. No. 18; N.46°08'W., 14.73 ft., to Cor. No. 19; N.36°38'W., 17.19 ft., to Cor. No. 20; N.43°20'W., 26.12 ft., to Cor. No. 21; N.43°21'W., 26.32 ft., to Cor. No. 22; N.46°43'W., 48.11 ft., to Cor. No. 23; N.48°55'W., 38.35 ft., to Cor. No. 24; N.46°45'W., 47.31 ft., to Cor. No. 25; N.51°15'W., 50.25 ft., to Cor. No. 26; N.43°11'W., 48.74 ft., to Cor. No. 27; N.48°25'W., 22.39 ft., to Cor. No. 28; N.42°49'W., 27.72 ft., to Cor. No. 29; N.44°25'W., 31.51 ft., to Cor. No. 30; N.44°23'W., 50.01 ft., to Cor. No. 31; N.45°32'W., 58.00 ft., to Cor. No. 32; N. 46°41' W., 100.02 ft., to Cor. No. 33; N.47°39'W., 27.02 ft., to Cor. No. 34; N.44°24'W., 45.80 ft., to Cor. No. 35; N.43°32'W., 28.00 ft., to Cor. No. 36; N.44°58'W., 50.00 ft., to Cor. No. 37; N.46°45'W., 47.01 ft., to Cor. No. 38; N.44°39'W., 51.01 ft., to Cor. No. 39; N.43°32'W., 52.00 ft., to Cor. No. 40; N.46°41'W., 50.01 ft., to Cor. No. 41; N.48°58'W., 50.00 ft., to Cor. No. 42; N.53°00'W., 49.52 ft., to Cor. No. 43; N. 49°20'W., 1099.25 ft., to Cor. No. 44; N.54°39'W., 374.36 ft., to Cor. No. 45; N.49°27'W., 1224.11 ft., to Cor. No. 46; N.45°E., 608.88 ft., to Cor. No. 47; S.48°44'E., 4768.70 ft., to Cor. No. 48; S.36°45'W., 280.00 ft., to Cor. No. 49; S.53°15'E., 718.00 ft., to Cor. No. 50; S.89°13'E., 260.56 ft., to Cor. No. 51; S.25°E., 989.00 ft., to Cor. No. 52; S.47°58'W., 831.83 ft., to Cor. No. 1, the point of beginning.

Any valid protests to the conveyance of these tidelands should be addressed to the Director, Division of Lands, 344 Sixth Avenue, Anchorage, Alaska, on or before August 5, 1963. A copy of the plat may be obtained for \$2.00.

The right is reserved to waive technical defects in this publication

Further information may be obtained from the Division of Lands, 344 Sixth Avenue, Anchorage, Alaska.

ROSCOE E. BELL, Director
Division of Lands

Publish
June 21, 28, July 5, 1963

September 6, 1963

Daily Alaska Empire
Box 1991
Juneau, Alaska

Re: City of Douglas, ATS 14
Tideland Advertisement

Gentlemen:

On June 13, 1963 we sent you a copy of the advertisement for the above captioned subject (enclosed is a verifax copy). We asked that upon completion of the publication you send an affidavit of publication to us. As of this date, we have not received any affidavit from you and the last date of publication for this notice was July 5, 1963. We would appreciate you sending us at your earliest convenience a copy of the affidavit.

Very truly yours,

BOSCOE E. BELL, Director

By: Kirk W. Stanley
Tideland Supervisor

:mer
Enclosure

September 6, 1963

Mr. William E. Boehl, Mayor
City of Douglas
Douglas, Alaska

Re: Tideland Application
ADL 02405 - ATS 14

Dear Mr. Boehl:

Before we can issue patent to the above captioned application, we must have an affidavit of publication from the paper that advertised the preference right. We have written to the Daily Alaska Empire requesting such an affidavit, and as soon as they send us the affidavit we can continue processing your application.

We shall have to have one print of your plat, ATS No. 14 (CR 41S 67E), filed in the recording precinct of your area. After this is completed, send to us as soon as possible the following information:

1. Book and page of the official records.
2. The recording precinct.
3. Location of the precinct.

We have enclosed two prints of the approved plat, one print for filing and the second print you may keep for your own records.

Very truly yours,

ROSCOE E. BELL, Director

By: Kirk W. Stanley
Tideland Supervisor

mer
Enclosures
Plats

PUBLISHER'S AFFIDAVIT

United States of America,
 State of Alaska } ss.
 First Division

STATE OF ALASKA
 DEPARTMENT OF NATURAL
 RESOURCES, DIVISION OF LANDS

Subject to the provisions of Chapter 169, SLA 1959, as amended, particularly Article III, Section 5 (3)a, and the rules and regulations promulgated thereunder, the Director of the Division of Lands, or his authorized representative, will convey to the City of Douglas, Douglas, Alaska, as preference right claimant, a parcel of tide and submerged lands as designated on the official plat known as Alaska Tideland Survey No. 14 (CR 41S 67E) on file and of record at the office of the State Division of Lands, 344 Sixth Avenue, Anchorage, Alaska, and more properly described as:

Beginning at Cor. No. 1, from whence Cor. No. 2, U.S.M.S. 164 bears N.43° 2' W., 187.18 ft. distant. Thence, from Cor. No. 1, by metes and bounds, N.43° 2' W., 187.18 ft., to Cor. No. 2; N.59° 27' W., 1061.92 ft., to Cor. No. 3; N.35° 7' W., 475.74 ft., to Cor. No. 4; N. 47° 5' E., 43.75 ft., to Cor. No. 5; N.22° 2' W., 156.00 ft., to Cor. No. 6; N.38° 4' E., 88.25 ft., to Cor. No. 7; N.31° 42' W., 239.77 ft., to Cor. No. 8; N.1° 29' E., 488.07 ft., to Cor. No. 9; N.62° 26' W., 1.32 ft., to Cor. No. 10; N.19° 17' W., 1.13 ft., to Cor. No. 11; N.27° 36' W., 3.98 ft., to Cor. No. 12; N.41° 45' W., 1.18 ft., to Cor. No. 13; N.45° 00' W., 1.76 ft., to Cor. No. 14; N.48° 43' W., 1.12 ft., to Cor. No. 15; N.48° 17' W., 3.19 ft., to Cor. No. 16; N.48° 27' W., 1.80 ft., to Cor. No. 17; N.50° 33' W., 1.42 ft., to Cor. No. 18; N.46° 08' W.,

14.73 ft., to Cor. No. 19; N.36° 58' W., 7.19 ft., to Cor. No. 20; N.43° 20' W., 2.12 ft., to Cor. No. 21; N. 43° 21' W., 32 ft., to Cor. No. 22; N.46° 43' W., 11 ft., to Cor. No. 23; N.48° 55' W., 35 ft., to Cor. No. 24; N.46° 45' W., 31 ft., to Cor. No. 25; N.51° 15' W., 20.25 ft., to Cor. No. 26; N.43° 11' W., 23.74 ft., to Cor. No. 27; N.40° 25' W., 39 ft., to Cor. No. 28; N.42° 49' W., 72 ft., to Cor. No. 29; N.44° 25' W., 31 ft., to Cor. No. 30; N.44° 23' W., 11 ft., to Cor. No. 31; N.45° 32' W., 20 ft., to Cor. No. 32; N.46° 41' W., 10.02 ft., to Cor. No. 33; N.47° 39' W., 10.02 ft., to Cor. No. 34; N.44° 24' W., 10.00 ft., to Cor. No. 35; N.45° 32' W., 10.00 ft., to Cor. No. 36; N.44° 56' W., 10.00 ft., to Cor. No. 37; N.46° 45' W., 10.01 ft., to Cor. No. 38; N.46° 39' W., 10.01 ft., to Cor. No. 39; N.45° 32' W., 50.00 ft., to Cor. No. 40; N.46° 41' W., 1 ft., to Cor. No. 41; N.48° 3' W., 19 ft., to Cor. No. 42; N.53° 1' W., 32 ft., to Cor. No. 43; N.49° 3' W., 9.25 ft., to Cor. No. 44; N.54° 9' W., 4.36 ft., to Cor. No. 45; N.49° 47' W., 24.11 ft., to Cor. No. 46; N.43° E., 3.88 ft., to Cor. No. 47; S.48° 4' E., 60.70 ft., to Cor. No. 48; S.36° 45' W., 1.00 ft., to Cor. No. 49; S.53° 15' E., 1.00 ft., to Cor. No. 50; S.89° 13' E., 1.56 ft., to Cor. No. 51; S.28° E., 1.00 ft., to Cor. No. 52; S.47° 58' W., 83 ft., to Cor. No. 1, the point of beginning.

Any valid protests to the conveyance of these tidelands should be addressed to the Director, Division of Lands, 344 Sixth Avenue, Anchorage, Alaska, on or before August 5, 1963. A copy of the

I, John R. Korten,
 being first duly sworn, on oath depose and say: that I am
 the General Manager of
 THE DAILY ALASKA EMPIRE, a newspaper of general
 circulation, published in the town of Juneau, State of
 Alaska; that the publication, of which the annexed is a true
 copy, was published in said newspaper on the 21st
 day of June, 1963, and once
 each week for three consecutive
weeks, the last date of publication being
July 5, 1963.

John R. Korten

Subscribed and sworn to before me this 11th
 day of September, 1963.

Hazel Abbott

Notary Public in and for the State of Alaska.

My commission expires _____

24 GPD 2576

AN ORDINANCE RELATING TO TIDELANDS

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF DOUGLAS, ALASKA:

ARTICLE I

GENERAL

Section 1. Short Title. This Ordinance shall be known as the "Douglas Tidelands Ordinance".

Section 2. Declaration of Purpose and Intent. The purpose of this ordinance is to carry out the duty of the City as expressed in the Alaska Land Act, Article III, Sec. 5 (3) h. as follows:

"h. Each municipal corporation receiving such conveyances (of tide and submerged land lying seaward of the city) shall by ordinance provide for reasonable regulations governing the filing and processing of applications, publication of notices and the adjudication of disputes between claimants by the governing body of the corporation. Any party aggrieved by its determination shall have a right of appeal to the Superior Court."

The intent of the Council in enacting this Ordinance is:

(a) To expedite granting conveyances to qualified occupants who are entitled to and who exercise their preference rights in accordance with the provisions of law and of this ordinance.

(b) To provide due process and sufficient notice to all parties who qualify as occupants of such lands and who are entitled to exercise preference rights, of applications filed, disputes and conflicting claims and of approved applications.

(c) To provide simple procedures by which occupants may exercise their preference rights.

(d) To equitably apportion the costs of administering and processing applications, hearing disputes, costs of appraisal, transfer, and survey among those who will benefit therefrom.

(e) To limit the issues to be determined by the Council in adjudication of disputes to rights conferred by the Alaska Land Act and this Ordinance.

(f) To safeguard and protect the interests of the City and its citizens in tide and submerged lands conveyed to the City not sub-

ject to preference rights, or where preference rights were or will not be exercised in the time allowed by law, by providing for rules and regulations for the administration of such lands in the best interests of all of the residents of the City.

Section 3. Definitions and Classes of Preference Rights.

For the purpose of this Ordinance the terms defined herein shall have the meanings provided and rights defined unless the context requires otherwise:

(a) "Alaska" means the State of Alaska.

(b) "Assessor" means the Assessor of the Greater Juneau Borough, Alaska.

(c) "City" means the City of Douglas, Alaska.

(d) "City Engineer" means the City Engineer, or other City official designated to perform the functions herein assigned to the City Engineer.

(e) "Class I Preference Right" means the right extended to persons who occupied or developed tide or submerged lands seaward of a surveyed townsite on and prior to September 7, 1957, upon the execution by such persons of a waiver to the City and State of all rights such occupant may have had pursuant to Public Law 85-303. Upon execution of the waiver, such persons or their successor in interest, have the right to acquire such occupied or developed tide or submerged lands from the City for a consideration equal to the cost of surveying, transferring and conveying such lands.

(f) "Class II Preference Right" means the right extended to Class I preference right claimants who refuse to execute a waiver to the City of any rights such occupants may have acquired pursuant to Public Law 85-303. It shall be mandatory for the City to expeditiously honor the application from the occupant after the Secretary of the Army has submitted to the Secretary of the Interior and Governor of the State maps showing the pierhead line established by the Corps of Engineers with respect to the tract so granted.

(g) "Class III Preference Right" means the right extended to persons who occupied or developed tide or submerged lands after September 7, 1957, and who continued to occupy the same on January 3, 1959. Such persons or their successors, have the right to acquire such occupied or developed tide or submerged lands for a consideration not to exceed the cost of appraisal, administering, transferring and surveying such lands, together with the appraised fair market value thereof, exclusive of any value from improvements or development, such as fill material, buildings or structures thereon.

(h) "Clerk" shall mean the Clerk of the City.

(i) "Council" means the Common Council of the City.

(j) "Director" means the Director of Lands, State of Alaska.

(k) "Director's Line" means a line seaward of the City, approved by the Director, with the concurrence of the Commissioner of Natural Resources, State of Alaska, seaward of all tide and submerged lands occupied or suitable for occupation and development without unreasonable interference with navigation.

(l) "Fair Market Value" means the highest price, described in terms of money, which the property would bring if exposed for sale for a reasonable time in the open market, with a seller, willing but not forced to sell, and a buyer, willing but not forced to buy, both being fully informed of all the purposes for which the property is best adapted or could be used.

(m) "Fill" shall mean earth, gravel, rock, sand or other similar materials placed upon tide or contiguous submerged lands to a height above the mean high water line for the purpose of elevating the lands for a specific useful purpose. Earth, gravel, rock, sand or other similar materials placed on tide or contiguous submerged land solely for the purpose of spoils disposal shall not be considered fill unless such fill was used for a useful and beneficial purpose on and prior to January 3, 1959.

(n) "Harbor Line" means that line fixed by the Secretary of the Army which is the limit to which piers, wharves, bulkheads, or other work may be extended in navigable waters without further authorization (30 Stat. 1151; 33 U.S.C. 404).

(o) "Hearings Officer" means that City official employed to hear disputes between claimants, summarize the testimony, attempt to reach stipulations of fact between the parties, assemble the record of the dispute, and submit the same to the Council for determination.

(p) "Improvements" means buildings, wharves, piers, dry docks, and other similar types of structures permanently fixed to the tide or contiguous submerged lands that were constructed and/or maintained by the applicant for business, commercial, recreation, residential, or other beneficial uses or purposes. Floats secured by guide piles used as floating wharves, where access is provided to the shore, shall be improvements within the meaning of this section. Fill material to the extent actually in place above the line of mean high tide on January 3, 1959, and actually utilized for beneficial purposes on January 3, 1959, by the applicant shall be considered a permanent improvement, but in no event shall fill be considered a permanent improvement when placed on the tidelands solely for the purpose of disposing of waste or spoils. Fill material not utilized for a beneficial purpose on and prior to January 3, 1959 and fill material not actually in place to above the line of mean high tide on January 3, 1959, shall not be the basis for an application, nor shall it be included in any application for the exercise of preference rights hereunder.

Section 2. Approval and Adoption of Subdivision Plat. The Tidelands Subdivision Plat, hereinafter called Plat, is hereby approved and adopted as the official Tidelands Subdivision Plat of tide and submerged lands conveyed by the State to the City.

Section 3. Time and Places of Posting Plat. Said Plat shall be posted for a period of not less than sixty days, commencing with the date following the date of final passage of this Ordinance, in two public places in the City; namely (1) in the office of the Clerk, City Hall, City, and (2) United States Post Office, Douglas, Alaska.

Section 4. Publication of Notice of Posting Plat and Passage of Ordinance. The Clerk shall cause to be issued and published once a week for four weeks, in a newspaper of general circulation in the City, commencing the day after the date of final passage of this Ordinance, a notice of the posting of said Plat containing the following statements: (1) time and places of posting, (2) the date of final passage and the effective date of this ordinance, and that the Plat is the official Tidelands Subdivision Plat of the tide and submerged lands conveyed by the State to the City on October 15, 1963, (3) that any and all persons, having or claiming preference rights provided by law and as herein defined to any part or parts of the subdivided land embraced within the boundaries of said Plat, who fail to apply to exercise such rights under the provisions of this Ordinance within two years from and after April 1, 1965, which is hereby declared to be the date upon which applications therefor will be first accepted by the City, shall forfeit their preference rights provided by law and this Ordinance, and (4) that the Ordinance was enacted to protect occupants having preference rights, to afford due process of law, to provide procedures for applying for exercise of preference rights, for hearing and adjudicating adverse claims, and for conveying title to occupants holding preference rights defined by law and this Ordinance, and (5) that copies of this Ordinance and application forms are available at the office of the Clerk of the City.

Section 5. Time in Which Applications will be Accepted for Filing. Application forms, in substantially the form set forth in Section 20 will be accepted for filing on April 1, 1965, and for a period ending two calendar years thereafter at the close of business at 5:00 P.M. on March 31, 1967, after which no application forms will be furnished and after which no applications will be accepted for filing.

Section 6. Procedure for Filing Applications. Applications shall be submitted, and will be received for filing, only for the purpose of claiming preference rights herein defined to the tidelands conveyed by the State to the City.

- (a) Application forms will be provided by the Clerk without charge at his office in the City Hall.
- (b) Applications must be submitted in triplicate.

- (c) Applications not clearly legible nor properly completed and certified by the applicant will not be accepted for filing. Since the facts alleged may be used in hearings of disputes, their truth must be certified. The facts alleged will also be the basis for the conveyance of valuable property. Willful and deliberate misstatements of fact will be equivalent to attempting to obtain property under false pretenses.
- (d) Applications may be delivered to or mailed to the Clerk, City Hall, Douglas, Alaska, with the proper deposit computed according to the nature of the application made. Applications properly completed accompanied with the proper deposit will be stamped with the time, and date, of filing and signed by the person accepting the deposit. The triplicate copy will then be delivered to the applicant or mailed to him.
- (e) Any application for a deed based on an asserted right other than a preference right shall be rejected.
- (f) Any applications not waiving the Class II preference right shall be filed by the Clerk together with all others of like nature to await the official determination of the pierhead line. Thereafter such application shall be processed as applications under the Class II rights.
- (g) No single application based on more than one class of preference right, except an application for a single subdivided lot the claim of right to which is based on more than one class of preference right, nor any single application claiming title to two or more lots which are not contiguous, shall be accepted for filing. Such applications shall be rejected and delivered to the applicant, or mailed to him.

Section 7. Deposits for Costs Prerequisite to Filing. The application form will assist the applicant in determining the proper costs to advance, which will depend upon the nature of the right claimed. In all cases a filing fee of \$10.00 will be required. Survey costs depend upon the area claimed at the rate of _____ per square foot. If the area claimed is different from the lot as it appears on the Plat the applicant shall show the measurements of the additional or lesser area claimed and compute and pay the survey cost accordingly. Transfer costs will be the same in all cases. They cover the cost of time estimated to be required to examine, process and approve the application, as well as to prepare and execute the deed, publish notice, give notice of additional costs, if any, and give notice to applicant. In all cases transfer costs will be in the amount of

approved by the Council. The assignee shall be subject to all of the provisions of the lease and the assignor shall not be relieved of his obligations thereunder.

Section 23. Modification. No lease may be modified orally or in any manner other than by an agreement in writing signed by all parties in interest or their successors in interest.

Section 24. Cancellation - Forfeiture.

- (a) Leases in good standing may be cancelled in whole or in part, at any time, upon mutual written agreement by lessee and the Council.
- (b) Any lease of lands used for an unlawful purpose may be terminated by the Council.
- (c) If the lessee shall default in the performance or observance of any of the lease terms, covenants or stipulations, or the terms of this ordinance, or any of the ordinances of the City, and said default continues for 30 calendar days after service of written notice by the City on lessee without remedy by lessee of the default, the Council shall take such action as is necessary to protect the rights and best interests of the City, including the exercise of any or all rights after default permitted by the lease. No improvements may be removed by lessee or any other person during any time the lessee is in default.

Section 25. Notice or demand. Any notice or demand, which under the terms of a lease or under any statute must be given or made by the parties thereto, shall be in writing, and be given or made by registered or certified mail, addressed to the other party at the address of record. However, either party may designate in writing such new or other address to which such notice or demand shall thereafter be so given, made or mailed. A notice given hereunder shall be deemed delivered when deposited in a U. S. general or branch post office enclosed in a registered or certified mail prepaid wrapper or envelope addressed as hereinabove provided.

Section 26. Rights of Mortgagee or Lienholder. In the event of cancellation or forfeiture of a lease for cause, the holder of a properly recorded mortgage of the improvements on the land and every sublessee thereof, shall be given a duplicate copy of any notice of default in the same manner as notice is given the lessee, provided, such mortgagee or sublessee has given the City Clerk notice of such mortgage or sublease.

Section 27. Entry and Ejectment. In the event the lease is terminated, or in the event that the demised lands, or any part thereof, are abandoned by the lessee during the term, the lessor

or its agents, servants, or representative, may, immediately or any time thereafter, re-enter and resume possession of said lands or such part thereof, and remove all persons and property therefrom either by summary proceedings or by a suitable action or proceeding at law without being liable for any damages therefor. No re-entry by the lessor shall be deemed an acceptance of a surrender of the lease.

Section 28. Re-lease. In the event that a lease is terminated the City may offer said lands for lease or other appropriate disposal pursuant to the provisions of this Ordinance.

Section 29. Forfeiture of Rental. In the event that the lease should be terminated because of any breach by the lessee, as herein provided, the annual rental payment last made by the lessee shall be forfeited and retained by the lessor.

Section 30. Written Waiver. The receipt of rent by the lessor with knowledge of any breach of the lease by the lessee or of any default on the part of the lessee in observance or performance of any of the conditions or covenants of the lease, shall not be deemed to be a waiver of any provision of the lease. No failure on the part of the lessor to enforce any covenant or provisions therein contained, nor any waiver of any right thereunder by the lessor unless in writing, shall discharge or invalidate such covenants or provisions or affect the right of the lessor to enforce the same in the event of any subsequent breach or default. The receipt, by the lessor of any rent or any other sum of money after the termination, in any manner, of the term demised, or after the giving by the lessor of any notice thereunder to effect such termination, shall not reinstate, continue, or extend the resultant term therein demised, or destroy, or in any manner impair the efficacy of any such notice or termination as may have been given thereunder by the lessor to the lessee prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing and signed by the lessor.

Section 31. Expiration of Lease. Unless the lease is renewed or sooner terminated as provided herein, the lessee shall peaceably and quietly leave, surrender and yield up unto the lessor all of the leased land on the last day of the term of the lease.

Section 32. Renewal of Leases. Upon the expiration of the term of any lease, or the cancellation of a lease by mutual consent of all parties thereto, the Council may grant a new lease to the lessee or his assignee who owns valuable improvements thereon, without offering said lease at auction, provided:

1. The lessee or his assignee makes written application therefor at least 60 days prior to such termination.
2. The lessee is not in default under the lease.

3. The use to which the land is to be put is compatible with the current use classification and zoning provisions of law on that subject.
4. Mutually agreeable terms are negotiated by the Council and the prospective lessee.

Such lease shall be for an annual rental equal to the percentage of the appraised value of the land which is then being charged for new leases and shall be subject to adjustment on every fifth anniversary.

Section 33. Removal or Retention of Improvements upon Termination of Lease. Improvements owned by a lessee may within 30 calendar days after the termination of the lease be removed by him; provided that the Council may extend the time for removing such improvements in cases where hardship is proven. The retiring lessee may, with the consent of the Council, sell his improvements to the succeeding lessee. All periods of time granted the lessees to remove improvements are subject to said lessees paying to the City pro-rata lease rentals for said periods.

If any improvements and/or chattels are not removed within the time allowed, such improvements and/or chattels shall revert to, and absolute title shall vest in, the City.

Section 34. Sanitation. The lessee shall comply with all ordinances of the City which are promulgated for the promotion of sanitation. The premises of the lease shall be kept in a neat, clean and sanitary condition and every effort shall be made to prevent the pollution of waters.

Section 35. Building and Zoning Codes. Leased lands shall be utilized only in accordance with the building and zoning ordinances and rules and regulations thereunder. Failure to do so shall constitute a violation of the lease.

Section 36. Fire Protection. The lessee will take all reasonable precaution to comply with all laws, regulations and rules promulgated by the City for fire protection within the area wherein the leased premises are located.

Section 37. Inspection. The lessee shall allow an authorized representative of the City to enter the leased land at any reasonable time for the purpose of inspecting the land and improvements thereon.

Section 38. Personal Use of Materials. All coal, oil, gas and other minerals and all deposits of stone, earth or gravel valuable for extraction or utilization, are reserved by lessor and shall not be removed from the land. The lessee shall not sell or remove for use elsewhere any timber, stone, gravel, peat-

moss, topsoil, or any other material valuable for building or commercial purposes; provided, however, that material required for the development of the leasehold may be used, if its use is first approved by the City Engineer.

Section 39. Restrictions and Reservations. The lease shall contain such restrictions and reservations as are necessary to protect the public interest.

Section 40. Sale of Tidal and Submerged Lands. When it is in the public interest, the Council may by resolution authorize the sale of small tracts of tidelands and submerged lands, provided that no such tract shall be greater in area than 400 square feet, such tract is unsuitable for use as a public use area, and such tract cannot be leased. All sales of tidelands and submerged lands shall be public sales and shall be governed by the provisions of this Article, insofar as may be applicable. The assessed value of the property shall be stated in the notice required by Section 12 instead of the annual minimum rental. All sales shall be made for cash and the successful bidder must make payment in full at the time of the sale. The Council may provide additional requirements not inconsistent with this ordinance in the resolution authorizing such sale. Anything herein to the contrary notwithstanding, all such sales shall be subject to Charter provisions.

ARTICLE IV

Tide and Submerged Land Materials Use and Disposal

Section 1. Any person, firm or corporation who without written authority from the City removes rock, gravel or other materials from the tide and submerged lands conveyed by the State to the City shall be deemed guilty of a misdemeanor.

Section 2. No deed or lease granted by the City to any person shall contain terms or be construed as granting any right to remove material from City tide and submerged lands, nor to use any such material removed from such tide and submerged lands, after January 1, 1959.

ARTICLE V

Permits

Section 1. Permits for Five Years or Less. The Council may grant permits to applicants and to issue such applicants permits for the use of tide and/or submerged lands for a period of not to exceed five years, without appraisal of the value of the land or

public auction of the permit, for any purpose compatible with the land use classification of such lands and on such terms and for such rental as the Council shall determine. The provisions of Sections 2, 4, 5, 6, 7, 17, 18, 19, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 34, 35, 36, 37, 38, and 39 of Article III hereof pertaining to leases, shall, insofar as is practical, apply and be a part of every such permit. Such permits may, however, be granted for the purpose of removing earth, stone or gravel from such lands, in which event the rental may be on a yardage basis and Sec. 38 of Article III shall not apply.

ARTICLE VI

Section 1. Penalizing. Any person violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in an amount not exceeding Three Hundred (\$300.00) Dollars or be imprisoned in the City Jail for a period of not to exceed thirty (30) days or by both such fine and imprisonment. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder.

Section 2. Severability Clause. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 3. Effective Date. This Ordinance shall become effective on March 31, 1965.

PASSED AND APPROVED this _____ day of _____, 196__.

CITY OF DOUGLAS, ALASKA

By _____
Mayor

ATTEST:

City Clerk

1st Reading 2/24/65
2nd Reading 3/6/65
3rd Reading 3/22/65

ORDINANCE NO. 2-3.1

AN ORDINANCE: Amending the Douglas Tidelands Ordinance to extend the time for filing applications and providing an effective date.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DOUGLAS, ALASKA:

Section 1. Section 1, Article II of Ordinance 2-3 is amended to read as follows:

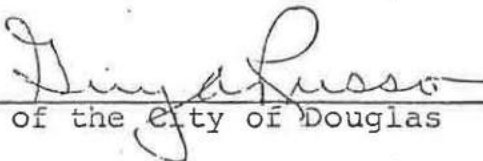
"Section 2. Approval and Adoption of Subdivision Plat. The Tidelands Subdivision Plat, hereinafter called Plat, is hereby approved and adopted as the official Tidelands Subdivision Plat of tide and submerged lands conveyed by the State to the City as of the date it is signed by the Mayor and the City Clerk.

Section 2. Section 5, Article II of Ordinance 2-3 is amended to read as follows:

"Section 5. Time in Which Applications will be Accepted for Filing. Application forms, in substantially the form set forth in Section 20 will be accepted for filing on July 1, 1966, and for a period ending two calendar years thereafter at the close of business at 5:00 P.M. on June 30, 1968, after which no application forms will be furnished and after which no applications will be accepted for filing.

Section 3. This ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED By the Council of the City of Douglas, Alaska, and approved by the Mayor this 11th day of March, 1968.



Mayor of the City of Douglas

ATTEST:



City Clerk

Passed 1st reading: February 26, 1968
Passed 2nd reading: February 26, 1968
Passed 3rd reading: March 11, 1968

AN ORDINANCE: Amending the Douglas Tidelands Ordinance to change date for filing applications and providing for an effective date.

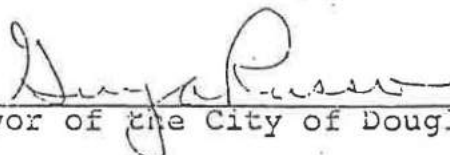
BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DOUGLAS, ALASKA:

Section 1. Section 4, Article II of Ordinance 2-3 is amended to read as follows:

"Section 4. Publication of Notice of Posting Plat and Passage of Ordinance. The Clerk shall cause to be issued and published once a week for four weeks, in a newspaper of general circulation in the City, commencing the day after the date of final passage of this Ordinance, a notice of the posting of said Plat containing the following statements: (1) time and places of posting, (2) the date of final passage and the effective date of this Ordinance, and that the Plat is the official Tidelands Subdivision Plat of the tide and submerged lands conveyed by the State to the City on October 15, 1963, (3) that any and all persons, having or claiming preference rights provided by law and as herein defined to any part or parts of the subdivided land embraced within the boundaries of said Plat, who fail to apply to exercise such rights under the provisions of this Ordinance within two years from and after July 1, 1966, which is hereby declared to be the date upon which applications therefor will be first accepted by the City, shall forfeit their preference rights provided by law and this Ordinance, and (4) that this Ordinance was enacted to protect occupants having preference rights, to afford due process of law, to provide procedures for applying for exercise of preference rights, for hearing and adjudicating adverse claims, and for conveying title to occupants holding preference rights defined by law and this Ordinance, and (5) that copies of this Ordinance and application forms are available at the office of the Clerk of the City."

Section 2. This ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED By the Council of the City of Douglas, Alaska, and approved by the Mayor this 22nd day of April, 1968.



Mayor of the City of Douglas

ATTEST:



City Clerk

Passed 1st reading: April 8, 1968
Passed 2nd reading: April 8, 1968
Passed 3rd reading: April 22, 1968

AN ORDINANCE: Amending the Douglas Tidelands Ordinance by adding a section authorizing the sale of certain tidelands and providing an effective date.

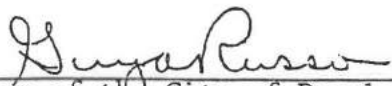
BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DOUGLAS, ALASKA:

Section 1. Article 3 of Ordinance 2-3 is amended by adding a section to read as follows:

"Section 41. Sale of certain Tidelands to Certain Upland Owners. In addition to the authority of the Council to sell small tracts of tidelands as provided in Section 40 of this article, the council may by resolution authorize the sale of tidelands parcels lying seaward of blocks 42, 43, 44, 45, 46, and 32 of the City of Douglas. Sales of tidelands under this section may be made only to the owners of adjacent uplands sharing a common boundary line with the tidelands tract to be sold. The parcels shall have side lot lines which are extensions of the side lot lines of the corresponding upland lots and shall have a seaward limit which is a projection of the seaward limit of similarly situated lots as shown on the official tideland subdivision plat as it was finally approved by the Council on March 25, 1968. All sales of tidelands under this section shall be governed by appropriate procedures as outlined in Article II. The application will be accompanied by a filing fee of \$10.00 and payment for tidelands will be computed at ten cents (.10) per square foot with the Council reserving the right to delineate the area to be sold. The Council may provide additional requirements not inconsistent with this ordinance in the resolution authorizing such sale. Anything herein notwithstanding all such sales shall be subject to Charter provisions."

Section 2. This ordinance shall be in full force and effect for a period of one year after the date of passage and approval.

PASSED by the Council of the City of Douglas, Alaska and approved by the Mayor on this 23rd day of December 1968.



Mayor of the City of Douglas

ATTEST:



City Clerk

Passed 1st reading: December 9, 1968
Passed 2nd reading: December 9, 1968
Passed 3rd reading: December 23, 1968

NPARE

28 April 1977

Mr. John Kelly
Field Solicitor
Department of Interior
Box 849
Juneau, Alaska 99802

Dear Mr. Kelly:

This will confirm our telephonic discussions of 26 April and 27 April 1977 concerning ownership of the breakwater which extends in a generally westerly direction from the tip of Juneau Island.

The Douglas Small Boat Harbor, constructed pursuant to House Document No. 34, 85th Congress, 1st Session, required as a condition precedent to such construction, that responsible local interests furnish, free of cost to the United States, all necessary lands, easements, and rights-of-way for the construction and maintenance of the project. The City of Douglas, acting as local sponsor, did provide certain lands for the project. A copy of Resolution No. 294, dated 24 July 1961, in support of the City fulfilling that obligation is inclosed (Incl 1).

Because the tidelands involved in the Douglas Small Boat Basin were then still held by the State of Alaska, and had not yet been transferred to the City of Douglas pursuant to the City's preference right claim, the State of Alaska transferred the tidelands in question to the United States by means of an "Interagency Land Management Transfer" (Alaska Division of Lands document #17205). A copy of that document is inclosed (Incl 2). This transfer had the concurrence of the City of Douglas, as evidenced by the inclosed copy of a letter from the City of Douglas to the Division of Lands on 26 September 1961 (Incl 3).

NPARE-
Mr. John Kelly

28 April 1977

The Douglas Small Boat Harbor was constructed in 1962. On October 15, 1963, a patent was issued by the State of Alaska to the City of Douglas. Thereafter, we were informed, by a copy of an Alaska Division of Lands inter-office memorandum dated 1 February 1974, that the State considered the rights previously granted to the United States to have been terminated by the issuance of the patent to the City of Douglas. We do not concur with the ADL opinion in this regard.

Following the 1 February 1974 memorandum, we considered obtaining a second conveyance of the tidelands involved. Because there had been a unification of the City of Douglas and the City of Juneau, we exchanged some correspondence with the City and Borough of Juneau, as successor in interest, relative to such a second conveyance. However, we ultimately decided any conveyance would be unnecessary since the Government's superior navigational servitude was considered to be fully adequate to cover our needs.

I am also inclosing a half-size copy of our Real Estate Drawing (Drawing No. A1-31-5) showing the lands involved in the Douglas Small Boat Basin.

It is hoped that the foregoing information is helpful to you.

Sincerely yours,



GEORGE GREGORY MOEN
Chief, Real Estate Division

4 Incl
As stated

Mr. Moen/mal/752-4830

Louis Stevens
Tribal Council
Douglas Indian Association
P.O. Box 1234
Juneau, Alaska 99802

December 5, 1994

The Honorable Senator Ted Stevens
P.O. Box 20149
Juneau, Alaska 99802

Dear Senator Stevens:

The Douglas Indian Association is a Federally Recognized Tribe. Its Constitution and By-Laws have been recognized in Congress since 1941. Our Tribe has been without land since our Village was condemned by the City and Borough of Juneau, Alaska, in 1962.

It is now known that the Department of Interior's Bureau of Mines will be vacating the "Mayflower Island" adjacent to Douglas Harbor, Douglas, Alaska. The Island is next to our "Lost Village." The Tribe envisions a possible Alcohol Treatment Center and Community Building on this Island.

Included with the letter are our Tribal Constitution and By-Laws and some historical documents to show that the Taku Douglas Tribe not only claims the "Lost Village Site" but the Whole Douglas Island through our history.

Therefore in conclusion, the Tribe would greatly appreciate your support in our efforts to gain a Tribal Land Base, specifically "The Mayflower Island" at this time.

Thank you for your time in this effort.

Sincerely,

Louis Stevens

- cc: Senator Frank Murkowski
- Congressman Don Young
- Mayor Byron Mallott
- Governor Tony Knowles
- BIA Director Niles Cesar
- Interior Secretary Bruce Babbitt
- Assistant Interior Secretary Ada Deer
- President Bill Clinton



Sitka Tribe of Alaska
Tribal Government for Sitka, Alaska

December 26, 1995

Robert Paulo
President
Douglas Indian Association
Box 240541
Douglas, AK 99824

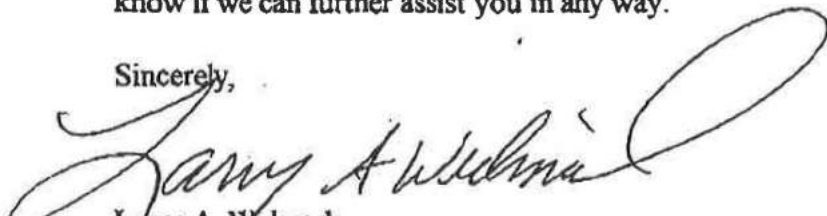
Dear Mr. Paulo:

Sitka Tribe of Alaska understands Douglas Indian Association is interested in acquiring Mayflower Island, under the authority of the Indian Self-Determination Act whereby the Bureau of Indian Affairs may acquire real property on behalf of a tribe.

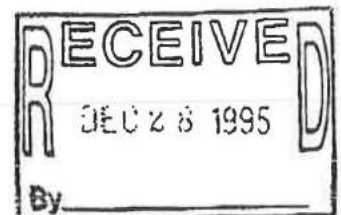
We wholeheartedly support your efforts to acquire this property for the benefit of the Douglas Indian Association. We understand this property will soon be declared "excess" to the needs of the Bureau of Mines, and believe this is an excellent opportunity to implement the intent of the amendment to the Self-Determination Act allowing the BIA to acquire this property on your behalf.

Good luck in your endeavors to acquire the Mayflower Island property, and please let us know if we can further assist you in any way.

Sincerely,



Larry A. Widmark
Tribal Chairman



K
J
C

Ketchikan Indian Corporation

(IRA Council)

429 DEERMOUNT AVENUE
KETCHIKAN, ALASKA 99901
(907) 225-5158
FAX (907) 247-0429

RESOLUTION: KIC 96 - 01

TITLE: SUPPORT TO DOUGLAS INDIAN ASSOCIATION TO OBTAIN TITLE TO MAYFLOWER ISLAND, DOUGLAS, ALASKA.

BY: KETCHIKAN INDIAN CORPORATION

WHEREAS, the Ketchikan Indian Corporation is a federally recognized tribal government pursuant to the Indian Reorganization Act (IRA) of 1936 as amended; and

WHEREAS, the Ketchikan Indian Corporation Tribal Council is the representative tribal government of the Ketchikan Indian Corporation, a sovereign, federally recognized IRA tribe whose membership resides in the Ketchikan area; and

WHEREAS, the Douglas Indian Association is fully authorized to act on behalf of its members in matters arising under the Indian Self-Determination Act of 1975, P.L. 93-638, as amended, 25 U.S.C. Et. seg.; and

WHEREAS, Mayflower Island, located near the community of Douglas, Alaska will soon be declared "excess" to the needs of the Bureau of Mines; and

WHEREAS, under the authority of the Indian Self-Determination Act (P.L. 93-638), as amended, the Bureau of Indian Affairs may acquire real property on behalf of a tribe provided those properties are needed in the performance of a P.L. 93-638 contract; and

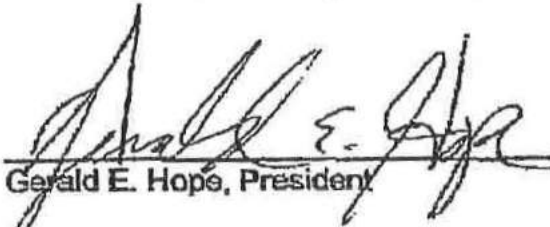
WHEREAS, Douglas Indian Association has an Indian Self-Determination Contract with the Bureau of Indian Affairs, however does not have sufficient space for additional needed staff in performance of the P.L. 93-638 Contract.

SO, THEREFORE BE IT RESOLVED, that the Ketchikan Indian Corporation Tribal Council supports Douglas Indian Association's request to Ms. Ruth Smith, from Washington, D.C., to travel to Juneau, Alaska this August or September in order to review the real property, meet with the Tribal Staff and Officials, meet with other Bureau of Indian Affairs Officials or other Department of Interior agencies, in developing a unified plan by which the Douglas Indian Association can obtain title to Mayflower Island.

KIC Resolution 95-50
Page 2


CERTIFICATION

The foregoing Resolution was adopted at a duly convened meeting of the Ketchikan Indian Corporation assembled this 8th day of January, 1996 at the Ketchikan Indian Corporation, 429 Deermount Avenue, Ketchikan, Alaska 99901 by a vote of 6 FOR 0 AGAINST and 0 ABSTAINING.


Gerald E. Hope, President

1/10/96
Date

ATTESTED:


Stephanie D. Rainwater, Secretary

1-10-96
Date



CENTRAL COUNCIL
TLINGIT AND HAIDA INDIAN TRIBES OF ALASKA
ANDREW P. HOPE BUILDING
320 West Willoughby Avenue • Suite 300
Juneau, Alaska 99801-9983

Executive Council of the Central Council
TLINGIT AND HAIDA INDIAN TRIBES OF ALASKA

Resolution EC/96-05

Title: ENDORSE AND SUPPORT REQUEST FROM DOUGLAS INDIAN ASSOCIATION

WHEREAS, the Central Council of Tlingit and Haida Indian Tribes of Alaska has received a request from the Douglas Indian Association (DIA) to support DIA's acquisition of Mayflower Island near Douglas, Alaska; and

WHEREAS, Mayflower Island is adjacent to the traditional territory occupied by Douglas Indian Village; and

WHEREAS, Mayflower Island property may be declared excess by the U. S. Bureau of Mines;

NOW, THEREFORE, BE IT RESOLVED that Central Council of Tlingit and Haida Indian Tribes of Alaska fully supports and endorses Douglas Indian Association's acquisition of Mayflower Island for its use and heritage.

ADOPTED this 11th day of February, 1996, by the Executive Council of the Central Council of Tlingit and Haida Indian Tribes of Alaska in regular session, by a vote of 6 ayes; 0 nays; 0 abstentions; and 0 absences.

CERTIFY

Edward P. Thomas
President

ATTEST

Judith Brown
Secretary to the General Assembly

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**THE NATIONAL CONGRESS OF
AMERICAN INDIANS**

RESOLUTION # JUN-00-039

Title: Douglas Indian Association right to Mayflower Island

WHEREAS, we, the members of the National Congress of American Indians of the United States, invoking the divine blessing of the Creator upon our efforts and purposes, in order to preserve for ourselves and our descendants the inherent sovereign rights of our Indian nations, rights secured under Indian treaties and agreements with the United States, and all other rights and benefits to which we are entitled under the laws and Constitution of the United States to enlighten the public toward a better understanding of the Indian people, to preserve Indian cultural values, and otherwise promote the welfare of the Indian people, do hereby establish and submit the following resolution; and

WHEREAS, the National Congress of American Indians (NCAI) is the oldest and largest national organization established in 1944 and comprised of representatives of and advocates for national, regional, and local Tribal concerns; and

WHEREAS, the health, safety, welfare, education, economic and employment opportunity, and preservation of cultural and natural resources are primary goals and objectives of NCAI; and,

WHEREAS, Mayflower Island, located near the community of Douglas, Alaska will soon be declared "excess" to the needs of the U.S. Bureau of Land Management and Douglas Indian Association is and eligible governmental body under the "excess" property guidelines; and,

WHEREAS, under the authority of the Indian Self-Determination Act (P.L. 93-638), as amended, the Bureau of Indian Affairs may acquire real property on behalf of a Tribe, provided those properties are needed in the performance of P.L. 93-638 Contract; and

NCAI 2000 MID-YEAR SESSION

RESOLUTION # JUN-00-038

CERTIFICATION

The foregoing resolution was adopted at the 2000 Mid-Year Session of the National Congress of American Indians, held at the Centennial Hall, in Juneau, Alaska on June 25-28, 2000 with a quorum present.

Susan Masten, President

ATTEST:

Juana Majel, Recording Secretary

Adopted by the General Assembly during the 2000 Mid-Year Session of the National Congress of American Indians, held at the Centennial Hall, in Juneau, Alaska on June 25-28, 2000.



UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SOLICITOR
WASHINGTON, D.C. 20240

SEP 15 1978

MEMORANDUM

To: Assistant Secretary—Indian Affairs
From: Associate Solicitor, Indian Affairs
Subject: Trust land for the Natives of Venetie and Arctic Village

This is in response to the memorandum of the Deputy Assistant Secretary for Administration, dated December 13, 1977, requesting reconsideration of the position taken by former Under Secretary Kent Prizzell that the Alaska Native Claims Settlement Act (ANCSA) precludes the Secretary from restoring land held in fee by Alaska Natives to trust status pursuant to Section 5 of the Indian Reorganization Act (IRA). Our research reaffirms the conclusion of the former Under Secretary. We further believe that there is no basis for distinguishing, for purposes of Section 5, former reservation land patented pursuant to Section 19(b) of ANCSA from any other land conveyed to Natives pursuant to ANCSA.

The intent of Congress to permanently remove all Native lands in Alaska from trust status is unmistakable. The declaration of policy states that "the settlement should be accomplished . . . without creating a reservation system or lengthy wardship or trusteeship, and without adding to the categories of property and institutions enjoying special tax privileges . . ." 43 U.S.C. § 1601(b).

In analyzing the declaration of policy, the Senate Report stated: "A major purpose of this Committee and the Congress is to avoid perpetuating in Alaska the reservation and the trustee system." S. Rep. No. 405, 92th Cong., 1st Sess. (1971) at 108. This theme was oft repeated in the floor debates. See examples cited in Appendix.

The Natives of Venetie and Arctic Village elected, pursuant to Section 19(b), to take their former reservation in fee. They argue that they thereby disassociated themselves from the settlement legislation and that interpretations based upon the act as a whole should not apply to them. This argument misconstrues the nature of Section 19(b). While a vote to take a former reservation in fee renders the Natives

-2-

ineligible for the land and monetary benefits generally provided for elsewhere in ANCSA, it is incorrect to say that the vote disassociates them from the settlement. ANCSA was a settlement of all Native claims. It includes Natives on and off reservations. This point may be demonstrated by comparing the treatment of the Metlakatians of the Annette Island Reserve with Natives of all other reservations. The Metlakatians are the sole group of Natives not included within the settlement since they are of Canadian origin and thus have no aboriginal claims to settle. In contrast to other reservation Natives, the Metlakatians have no village corporation under ANCSA, and their reservation was not revoked.

The option contained in Section 19(b) was not designed to allow "reservation Natives" to disassociate themselves from the settlement. Rather, it was designed to avoid the hardship which would result if these Natives were forced to select land elsewhere, or a lesser total acreage. S. Rep. No. 405, 92d Cong., 1st Sess. (1971) at 159.

The structure and legislative history of Section 19 itself precludes the restoration of former reservations to trust status. Section 19 revokes all reservations (except for Metlakatla) and directs that the land be conveyed to the ANCSA village corporation, not to the IRA entities. It does not allow Natives to vote for continued trust status. It merely allows them to choose between two forms of compensation in settlement of their claims. It is clear from alternatives to Section 19 in earlier proposed settlement legislation that Congress did not exclude the alternative of continued trust status by oversight. Section 22, the counterpart in S. 35 to Section 19, would have allowed the Metlakatians the choice between continued trust status and fee ownership. Even more telling is the fact that the Councils of Venetie and Arctic Village proposed an amendment to Section 15 of H.R. 10193 (an earlier version of Section 19) which would have permitted the retention of trust status. The proposal was never incorporated into ANCSA. Resolution No. 69-3, Combined Councils of the Native Village of Venetie and Arctic Village Native Council, June 11, 1969.

Also significant is the repeal, in Section 704(a) of the Federal Land Policy and Management Act of 1976, 90 Stat. 2743, of Section 2 of the Act of May 1, 1936, 49 Stat. 1250, 25 U.S.C. § 496, which extended the provisions of the Indian Reorganization Act to Alaska and gave the Secretary the authority to designate certain lands in Alaska as Indian

-3-

reservations. In view of the clear legislative intent and policy expressed in ANCSA's extensive legislative history, it would, in my opinion, be an abuse of the Secretary's discretion to attempt to use Section 5 of the IRA (which, along with §§ 1, 7, 8, 15, and 17 of the IRA still apply to Alaska pursuant to the unrepealed portion of the Act of May 1, 1936) to restore the former Venetie Reserve to trust status.

We have reviewed the materials received by the Chief of the Branch of Tribal Government Relations in support of the petition for the restoration of trust status. These materials concern the advisability of a restoration of trust status and set out the provisions of the IRA. There is nothing in these materials which counters our analysis of ANCSA. There is only a vague suggestion in the letter from Donald Wright to former Commissioner of Indian Affairs Thompson, dated August 13, 1976, that the Natives believed that they could retain the reservation in trust when they voted pursuant to Section 19 to take the reservation in fee. Nothing else in the materials supports or belies this suggestion. At any rate, a finding that the Natives were unformed in no way affects the inability of the Secretary as a matter of law to restore the reservation to trust status. Even assuming the Natives could establish that they were unformed, or worse, actively misled, it does not follow that the remedy would be to return the land to reservation, trust status. At most, the Natives would be entitled to another vote, such as the opt-in, opt-out election ordered by the court following the establishment of the 13th Region, between fee status and normal ANCSA benefits. The Natives do not seem to be requesting a such second vote, and we are not sure that a second vote would be possible at this time absent a court order.

In conclusion, Congress intended permanently to remove from trust status all Native land in Alaska except allotments and the Annette Island Reserve. Section 19(b) allows the Natives of former reservations to choose between two forms of compensation, but does not allow them to disassociate themselves from the settlement. Finally, even if the Natives could disassociate themselves from the settlement, Section 19 itself and its legislative history preclude the restoration of trust status.

(sgd)

Thomas W. Fredericks

-4-

APPENDIX

Statements regarding reservations made during ANCSA Debates

- Rep. Kyl: I do not know of any member of the committee who wanted anything to do with setting up a reservation system in the State of Alaska similar to that which we have in the lower 48 states. Our experience with reservations has just been so tragic and has resulted in such a futile paternalistic system that we wanted to avoid that completely. 117 Cong. Rec. 36856 (1971).
- Rep. Meeds: Every one of the bills in our committee and the bills in the other body, all of them, eschew the reservation or trust concept. For far too long we in America have been making the Natives' mistakes for them. 117 Cong. Rec. 36865 (1971).
- Sec. McGovern: Those who are concerned about creating new Indian reservations in Alaska can find a solution to this problem by assuring an opportunity for the Natives to secure productive and promising lands. 117 Cong. Rec. 36444 (1971).
- Sen. Gravel: Under the committee bill all reservations in Alaska are revoked, unless the village corporations located within the reservation elect to take fee title to the reservation. If Natives do elect to take title to the reservation, they will not participate in the land selection procedures of the bill nor share in the monetary settlement. 117 Cong. Rec. 46967 (1971).

United States Department of the Interior
National Park Service

National Register of Historic Places Registration Form

This form is for use in nominating or requesting determinations of eligibility for individual properties or districts. See instructions in *Guidelines for Completing National Register Forms* (National Register Bulletin 16). Complete each item by marking "x" in the appropriate box or by entering the requested information. If an item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, styles, materials, and areas of significance, enter only the categories and subcategories listed in the instructions. For additional space use continuation sheets (Form 10-900a). Type all entries.

1. Name of Property

historic name Mayflower School
other names/site number Douglas Island Community Center AHS Site No. JUN-300

2. Location

street & number Corner of St. Ann's and Savikko Streets not for publication
city, town Douglas vicinity
state Alaska code AK county Juneau code 110 zip code 99824

3. Classification

Ownership of Property	Category of Property	Number of Resources within Property	
<input type="checkbox"/> private	<input checked="" type="checkbox"/> building(s)	Contributing	Noncontributing
<input checked="" type="checkbox"/> public-local	<input type="checkbox"/> district	<u>1</u>	_____ buildings
<input type="checkbox"/> public-State	<input type="checkbox"/> site	_____	_____ sites
<input type="checkbox"/> public-Federal	<input type="checkbox"/> structure	_____	_____ structures
	<input type="checkbox"/> object	_____	_____ objects
		<u>1</u>	<u>0</u> Total

Name of related multiple property listing:
n/a

Number of contributing resources previously listed in the National Register 0

4. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act of 1966, as amended, I hereby certify that this nomination request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60. In my opinion, the property meets does not meet the National Register criteria. See continuation sheet.

Signature of certifying official _____ Date _____
Alaska

State or Federal agency and bureau _____

In my opinion, the property meets does not meet the National Register criteria. See continuation sheet.

Signature of commenting or other official _____ Date _____

State or Federal agency and bureau _____

5. National Park Service Certification

I, hereby, certify that this property is:

entered in the National Register.
 See continuation sheet.

determined eligible for the National Register. See continuation sheet.

determined not eligible for the National Register.

removed from the National Register.

other, (explain:) _____

Signature of the Keeper _____ Date of Action _____

6. Function or Use

Historic Functions (enter categories from instructions)
Education: school

Current Function (enter categories from instructions)
Government: government building

7. Description

Architectural Classification
(enter categories from instructions)

Materials (enter categories from instructions)

Colonial Revival

foundation concrete

walls wood

roof metal

other

Describe present and historic physical appearance.

Mayflower School is located in Douglas, Alaska on Douglas Island. The two-and-one-half story, wood frame structure is at the corner of St. Anns and Savikko Road on the north west corner of Savikko Park. The building sits on a banked slope overlooking Gastineau Channel, and Juneau Island can be seen to the northwest. Mayflower School is a long building with its axis oriented in a NW-SE direction.

Mayflower School is rectangular in plan, with a corrugated metal, gable roof and extended eaves with enclosed soffits. The building sits on a concrete foundation and is covered with 8" horizontal bevel wood siding. It is built halfway into an embankment; the front entrance is at ground level and leads from a parking lot into the second floor. The rear entrance is also at ground level, but opens into the first floor.

On the main (second) and top half-floor, the majority of Mayflower School's windows were originally double-hung 6/6. The rest, on the east, have fixed transoms. Most of the windows on the top floors are still 6/6, some have been converted to 1/1 and fixed single pane windows. The windows on the first floor were double hung 6/6 on the open east side and 6-lite revolving sash on the bermed west side. Some of the 6-lite windows have been converted to single pane windows. On the south side there is a Palladian window in the center of the gable. The building's most outstanding features are its entry doors on the west, north and east sides. On the north and west sides there are small stepped porches with wrought iron railings and balusters leading up to tall, single doors. The west, main door has fluted pilasters supporting a swan's neck pediment. The door frame displays three recessed panels on either side of it. On the north end, the fluted pilasters are repeated and are capped by a pediment with a half-round arch above the door. Recessed panels appear on either side of the door frame and extend into the arch above the door. There is a sunburst motif elliptical window in the arch above the doorway. The east, rear of the building has a similar doorway with an arched/pediment, supported by fluted pilasters. The school has a single, unadorned fire escape door at the second floor level of the south end.

There is a small, framed storage shed addition attached to the east side. It is covered with plywood and has a standing seam metal shed roof. It sits on a concrete foundation and has a single, sliding plywood door on the east side. The south end has a free-standing wood fire escape leading from the second floor door to the ground level.

National Register of Historic Places Continuation Sheet

Section number 7 Page 2 Mayflower School (AHR Site No. JUN-300)

Designed to serve the community, the Mayflower School contained something for everyone in Douglas. The ground floor had a library, kitchen, and recreation room open for use by community residents. It also contained community laundry facilities, showers and lavatories. On the second floor was a library, classroom and facilities for economics. The floors are of local hemlock. The top half-story had living quarters for the teacher(s) and included a bathroom and bedrooms. An oil burner supplied heat and hot water for the school.

Mayflower School has been leased since 1982 to the Alaska Department of Environmental Conservation for office and laboratory purposes. Former classrooms and recreation rooms have been converted into offices, laboratories, and storage areas. Although there has been some arrangement of space with the addition of dividers, the original character defining architectural details and features have been retained throughout the building. Still in place and in sound condition are the hardwood floors, stairways with wooden risers, turned wooden handrailing and spindles, wood doors, window trim and woodwork built-in wood cabinets, light fixtures and book cases. There is even a blackboard still in its original, recessed portion of a wall.

Vinyl tile has been placed over much of the wood flooring, but this is a reversible measure. The classroom has been partitioned into smaller work spaces, but this is also a reversible measure. In the living quarters in the top half-floor, the bathroom retains its original fixtures and linoleum floor covering. Shelving has been installed for storage purposes and insulation and plasterboard has been put up in some areas. Despite these changes, the area is still recognizable as living quarters.

There have been few exterior changes. A bell tower was centered on the ridge line but has been removed. Window shutters have also been removed. Some of the windows have been modified but neither the trim nor the openings have been changed. The original paneled doors with lites have been replaced with modern doors and, in the case of the main door, a smaller door was installed and the larger opening temporarily filled with plywood. These modifications are also reversible and were done to assure security for the building.

The accentuated doors with decorative pediments and pilasters, symmetrically-balanced windows and center door, double hung sashes and multiple panes are indicative of the Colonial Revival (1880-1955) style. The school's details are generally accurate, falling into an Adamesque sub-type that was built after 1910. It departs from other versions of side-gabled buildings that displayed exaggerated detailing and were constructed before 1910. Broken pediments and extensive use of machine-made finishes in the trimwork are further indications of the way the Colonial Revival style copied. In this case, the Adamesque style. (See continuation sheet No. 7-5, showing evolution of Colonial Revival - Adamesque.) The plain boxed cornice, without dentils or modillions, is correctly Colonial. The rectangular windows with double-hung, multi-lite sashes are

United States Department of the Interior
National Park ServiceNational Register of Historic Places
Continuation SheetSection number 7 Page 2 Mayflower School (AHR Site No. JUN-300)

also accurate, even the Palladian window is historically accurate. Mayflower School represents a departure from a general rule in the continental U.S. that post-18th Colonial Revivals were built of masonry. Since architectural styles often reach Alaska somewhat after the style had peaked in the continental U.S., wood construction at Mayflower School is not unusual.

Mayflower School is also unusual as a sub-type within the Colonial Revival style because it is a pure example of an Adamesque revival. "The Georgian and Adam styles form the backbone of the Revival, with secondary influences from Postmedieval English or Dutch Colonial prototypes. Details from two or more of these precedents are freely combined in many examples so that pure copies of colonial houses are far less common than eclectic mixtures." (Daily Alaska Empire, 10/13/35.)

Mayflower School has the architectural distinction of being the only Bureau of Indian Affairs school of its type in Alaska. No other examples are known to exist in Alaska what appears to be a standard, regional Bureau school. The building was designed by N. Lester Trost, Superintendent of the Southwestern District for the Bureau of Indian Affairs. Trost, A.I.A., also worked as an architect with William A. Manley on a three-story bunkhouse (1938) at Independence Mines (listed in the National Register of Historic Places). For a time Trost was project architect for the Alaska Rural Rehabilitation Corporation, a federal agency created in 1934 to resettle farmers from Wisconsin, Minnesota and Michigan to Alaska's Matanuska Valley.

Significance
Certifying official has considered the

importance of this property in relation to other properties:
 nationally statewide local

Applicable National Register Criteria A B C D

Criteria Considerations (Exceptions) A B C D E F G n/a

Areas of Significance (enter categories from instructions)
Education

Period of Significance
1933-1934

Significant Dates
1934

Cultural Affiliation
n/a

Significant Person
n/a

Architect/Builder
N. Lester Troast, U.S. Bureau of Indian Affairs

State significance of property, and justify criteria, criteria considerations, and areas and periods of significance noted above.

The U.S. Bureau of Indian Affairs built Mayflower School in 1933-1934 to serve as a model for Native schools in Alaska. The Bureau wanted the school to provide vocational education for Native children and to serve as a community center for the Douglas Tlingits. The Daily Alaska Empire (10/13/35) informed its readers that the operation of Mayflower School was a "radical departure from the old." The handsome building was a source of great pride to the Douglas Native community. Today, Mayflower School is the only Native school building in the Juneau-Douglas area still standing. It is the only Colonial-Revival-Bureau of Indian Affairs-school in Alaska. It represents a significant tie with the past for many Douglas Native people.

Education of Alaska Natives began when the Russian-American Company and Russian Orthodox Church opened schools in Alaska at their major posts to provide education and vocational training for Creole and Native children. After the transfer of Alaska to the United States in 1867, the church continued to support several schools around Alaska. The U.S. Government did not undertake responsibility for educating all Alaska Native children until 1885, although it required the Alaska Commercial Company to operate schools for the Aleut children on the Pribilof Islands as a condition of the company's 20-year exclusive lease to hunt fur seals on the islands. Shortly after the transfer, the residents of Sitka supported a public school for all children interested in attending, but it closed in 1870 when the city's economy declined. The Presbyterian Home Mission Society was the first American missionary group to open schools in Alaska for the Native children. In 1877 their first school opened at Fort Wrangell, and by 1884 the Presbyterians had schools at Sitka, Haines, Hoonah, Fort Tongass and Howkan. Finally, in 1885, Congress provided for the establishment and support of public schools in Alaska "for Native and non-native children" and appropriated \$25,000 for this purpose. After Alaska became a territory (1912), the Territorial Legislature established a Department of Education in 1917. Most of the schools supported by the Territory were in the larger non-Native communities. Control of education for Alaska Natives was transferred from the Secretary of the Interior to the Bureau of Indian Affairs.

See continuation sheet

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The community of Douglas started as a mining camp in 1881 and grew due to the success of the adjacent lode gold Treadwell Mines. Many Natives moved to Douglas and worked at the mines. The Friends Society of Kansas sent Elwood W. Weisner and Francis W. Baughman to Douglas to establish a school and home for Natives in the summer of 1887. The school accommodated 14 boarding students and the same number of day students. Because it was the only school on Douglas Island, it was attended by both Native and non-Native children. It operated until 1902, when the missionaries moved to Kake, another South Alaska community.

The federal government built a school in Douglas for Native children in 1890 at a cost of \$900. In 1902, a second school was constructed on the beach near the Native village that served until it burned in 1926. In their annual reports to the Bureau of Education, teachers repeatedly complained about the poor condition of the school. The fire of October 11, 1926 burned the entire Douglas Indian village that included 42 homes, school, stores and churches, as well as a number of homes outside of the Native village. After the fire, the teacher, Rose Davis, requested permission to rent quarters for herself and the school. From 1926 to 1934 Native children in Douglas attended school at a variety of locations. One informant recalls classes being held in the upstairs of an old theater.

In 1933-1934 the U.S. Bureau of Indian Affairs constructed a number of school buildings throughout Alaska from a Public Works Administration (PWA) grant of \$175,000 supplemented by \$30,000 in Territorial funds. By September 1934, new schools stood at Teller, Buckland, Little Diomed Island, Hydaburg, and Douglas. The Douglas School cost \$9,500. The name Douglas Indian Community Center was replaced with Mayflower School. This name was derived from Mayflower Island, a tiny island located in Gastineau Channel on Douglas Island. The school built by local citizens under the direction of the Southwestern District of the Bureau of Indian Affairs, Alaska region, was a handsome white Colonial Revival, green-shuttered building.

Mayflower School operated as a school for Douglas Native children only for six years. In 1940 it merged with the Juneau Government School. Native children from Douglas and Juneau were divided by grades between the two schools. In 1948 the school system for Native children merged with the local public school system. The Bureau of Indian Affairs turned over the school to the City of Douglas to be used for school purposes. Douglas and Juneau public schools consolidated in 1955. Juneau and Douglas city governments consolidated in 1970 and Mayflower School was added to the real estate holdings of the new political incorporation.

Rose Davis taught Native children in Douglas for 20 years, and was the principal teacher at Mayflower School from 1934 to 1942. The Daily Alaska Empire reported on June 2, 1934 that starting July 1st Mrs. Davis would advance to all-year service because the Bureau of Indian Affairs envisioned Mayflower School as a "real community center in connection

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Continuation SheetSection number 8 Page 1003 Mayflower School (AHRS Site No. JUN-300)

with the wonderful facilities of the new school building." The newspaper quoted Charles W. Hawkesworth, Chief of the Bureau, in its October 13, 1935 issue on the new approach to education that Mayflower School would pursue. It would have a more home-like setting, and emphasize "a practical type of education." Children would learn vocational skills such as taxidermy, boat and furniture building, coffin making, weaving, and rug making. In the classroom, the children had tables and chairs suited to their size instead of benches and desks. Mrs. Davis opened the library to the community in the evenings. The recreation room had a basketball hoop, and was also open after school hours. The Native community was encouraged to use the showers, laundry facilities, and kitchen in the school.

The Alaska Native Brotherhood and Alaska Native Sisterhood regularly held meetings at the school, and the organizational meeting of the Douglas Indian Association took place in the recreation room. Former students recall happy memories and the sense of community provided by the school.

9. Major Bibliographical References

- Alaska Business and Professional Directory, 1938-1939, Seattle, Washington: Schooley Company, 1938).
- Daily Alaska Empire, October 13, 1935, p. 2.
- Douglas Island News, May 5, 1899.
- Eppebach, Sarah, editor. The Centennial Gazetteer. A Guide to Juneau, Alaska Place Names (Juneau: Centennial Commission, 1979).
- McAlester, Virginia and Lee McAlester. A Field Guide to American Houses (New York: Alfred A. Knopf, 1984).
- Public Works Administration, Record Group 135, National Archives and Records Service, Washington, D.C.
- Tillotson, Marjorie. History of the Schools in the Gastineau Channel Area, ms. on file at Alaska Historical Library, Juneau, 1973.

Previous documentation on file (NPS):

- preliminary determination of individual listing (36 CFR 67) has been requested
 - previously listed in the National Register
 - previously determined eligible by the National Register
 - designated a National Historic Landmark
 - recorded by Historic American Buildings Survey # _____
 - recorded by Historic American Engineering Record # _____
- n/a

See continuation sheet

Primary location of additional data:

- State historic preservation office
- Other State agency
- Federal agency
- Local government
- University
- Other

Specify repository: _____

10. Geographical Data

Acres of property Less than 1 acre

UTM References

A 0 8 | 5 13 5 17 4 0 | 6 4 15 9 13 4 0
 Zone Easting Northing

C _____ | _____ | _____

B _____ | _____ | _____
 Zone Easting Northing

D _____ | _____ | _____

See continuation sheet

Verbal Boundary Description

The nominated property occupies the south half of Lot 12 and the north half of Lot 25, of Block 32, Tyee and Millsite addition of the Douglas Townsite, and is roughly 36' x 72' in size.

See continuation sheet

Boundary Justification

The boundary includes the building that has historically been associated with the property.

See continuation sheet

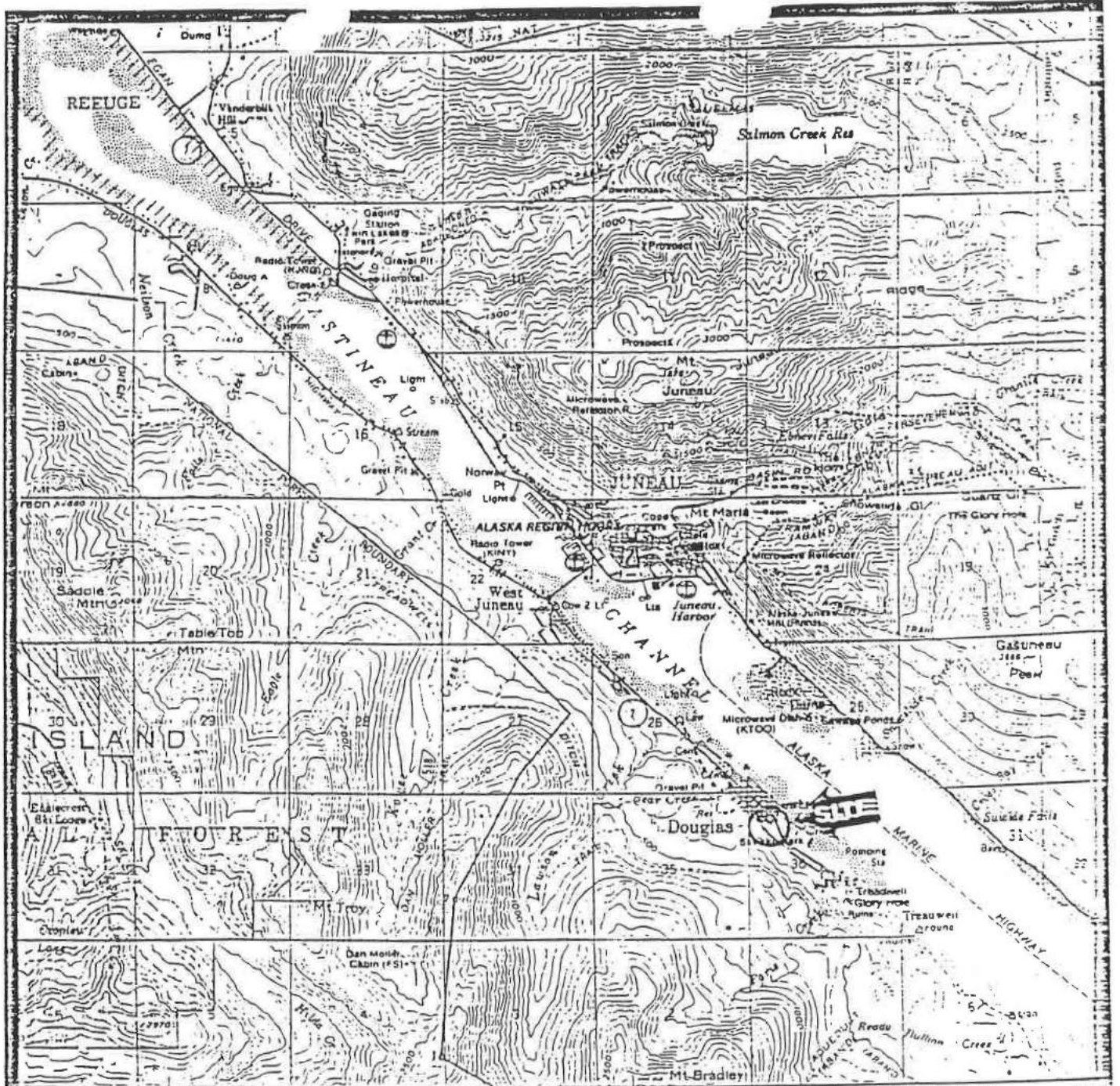
11. Form Prepared By

name/title Gabrielle LaRoche, Planner; Glenda Choate, Historian

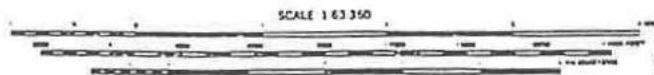
organization City and Borough of Juneau date January 19, 1988

street & number 155 South Seward Street telephone (907) 586-5235

city or town Juneau state Alaska zip code 99801

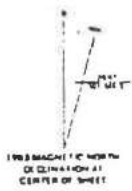


E 30 JUNEAU A-21 25 35000m E. R 67 E 68 E 12



CONTOUR INTERVAL 100 FEET
 NATIONAL GEODESIC SURVEY SYSTEM (NAD 83)
 DATUM: QUINCY IN 1972. DATUM IN RELATION TO THE MEAN SEA LEVEL
 HORIZONTAL SCALE: 1:63,350. VERTICAL SCALE: 1:63,350. SOURCE: 7.5-MINUTE UTM GRID.

- | | | |
|---|---|--|
| <ul style="list-style-type: none"> — National Forest Boundary — Allocated lands within the National Forest boundaries TOWNSHIP AND SECTION LINE CLASSIFICATION — Surveyed - - - - - Surveyed, Location Doubtful ••••• Unsurveyed, Intersection | LEGEND <ul style="list-style-type: none"> — Alaska Marine Highway — Primary Highway — Secondary Highway — Improved Light Duty - - - - - Unimproved Dirt — Road Location Approx - - - - - Trail Location Approx — Trail Location Approx | <ul style="list-style-type: none"> (11) State Highway (111) Forest Highway (1111) Forest Road (11111) Forest Trail (111111) Seasonal Road (1111111) Harbor |
|---|---|--|



For Sale in U.S. Forest Service
 Acquisition Office, Forest of Uptown B
 Box 1428, Juneau, Alaska 99802

JUNEAU (B-2), ALASKA
 6415, 6416, 6417, 6418

1984
 6415, 6416, 6417, 6418

TOWNSHIP NATIONAL FOREST

United States Department of the Interior
National Park Service

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DRAWN FOR:

National Register Nomination:
Mayflower School, Juneau, AK.
P. CHATTEY 1988

SOURCE: City & Borough of Juneau
Street Atlas, page 2-D04-C




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National Park Service

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McAlester, Virginia & Lee. A Field Guide to American Houses, Alfred A. Knopf, New York, 1984, page 323.

ORIGINAL EXAMPLES

		
Georgian	Adam	Dutch

REASSEMBLED EXAMPLES

<p>paired, triadic, or bay windows never found in originals</p> 		<p>front-facing gambrel roof with cross gambrel never found in originals</p> 
<p>one-story side wings, either open or enclosed, usually with flat roof if found on original probably an addition</p> 		<p>steeply pitched gambrel containing a nearly full second story originals with moderate to low-pitched roofs</p> 
<p>broken pediments segmental, triangular, or gable only gables found on originals and even these not common</p> 		<p>continuous dormer across front and/or Federal or Georgian entry detail dormer never in originals</p> 
<p>brick houses with Georgian windows originals primarily in Virginia, Maryland, or landmark examples</p> 		<p>Be certain to check range map page 112 for Dutch Colonial houses. Originals occur only within the range shown on this map</p>

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Section number _____ Page _____ Mayflower School (AHRS Site No. JUN-300)

Photograph identification:

1. Mayflower School (AHRS Site No. JUN-300)
Douglas, Alaska
Unknown
1938
Alaska Historical Library, P.O. Box G, Juneau, Alaska 99811
Looking at north and west facades
2. Mayflower School (AHRS Site No. JUN-300)
Douglas, Alaska
Gabrielle LaRoche, City & Borough of Juneau, 155 South Seward Street, Juneau,
Alaska 99801
1987
Looking at west and south facades
3. Mayflower School (AHRS Site No. JUN-300)
Douglas, Alaska
Gabrielle LaRoche, City & Borough of Juneau, 155 South Seward Street, Juneau,
Alaska 99801
1987
Looking at north and west facades
4. Mayflower School (AHRS Site No. JUN-300)
Douglas, Alaska
Gabrielle LaRoche, City & Borough of Juneau, 155 South Seward Street, Juneau,
Alaska 99801
1987
Looking at east and north facades



TAKU VILLAGE 1886

PCA 39-707

Taku Village 1886. [small wooden buildings
on shore south of Juneau.] (no. 205)
W.H. Case, photographer.

Credit: W.H. Case and H.H. Draper Coll.

5x7 copy print; 4x5 copy neg.

- penalty. posted at each station where toll is demanded or collected. And any person, corporation, or company collecting or attempting to collect toll without such written authority from the Secretary of the Interior, or failing to keep the same posted as herein required, shall be deemed guilty of a misdemeanor, and on conviction thereof shall be fined for each offense not less than fifty dollars nor more than five hundred dollars, and in default of payment of such fine and costs of prosecution shall be imprisoned in jail not exceeding ninety days, or until such fine and costs of prosecution shall have been paid.
- Priority to applicants for right of way. That any person, corporation, or company qualified to construct a wagon road or tramway under the provisions of this Act that may heretofore have constructed not less than one mile of road, at a cost of not less than five hundred dollars per mile, or one-half mile of tramway at a cost of not less than five hundred dollars; shall have the prior right to apply for such right of way and for lands at stations and terminals and to obtain the same pursuant to the provisions of this Act over and along the line hitherto constructed or actually being improved by the applicant, including wharves connected therewith. That if any party to whom license has been granted to construct such wagon road or tramway shall, for the period of one year, fail, neglect, or refuse to complete the same, the rights herein granted shall be forfeited as to any such uncompleted section of said wagon road or tramway, and thereupon shall revert to the United States without further action or declaration, the notation of such uncompleted section upon the records of the land office shall be canceled, and the reservations of such lands for the purposes of said right of way shall cease and become null and void without further action. And if such road or tramway shall not be kept in good condition for use, the Secretary of the Interior may prohibit the collection of toll thereon pending the making of necessary repairs.
- Forfeiture for non-completion.
- No toll on roads in bad condition.
- Recording of mortgages. That all mortgages executed by any company acquiring a right of way under this Act, upon any portion of its road that may be constructed in said District of Alaska, shall be recorded with the Secretary of the Interior, and the record thereof shall be notice of their execution, and shall be a lien upon all the rights and property of said company as therein expressed, and such mortgage shall also be recorded in the office of the secretary of the District of Alaska and in the office of the secretary of the State or Territory wherein such company is organized:
- Mechanics' liens. *Provided*, That all lawful claims of laborers, contractors, sub-contractors, or material men, for labor performed or material furnished in the construction of the railroad, tramway, or wagon road shall be a first lien thereon and take precedence of any mortgage or other lien.
- Government reservations. ~~SEC. 7. That this act shall not apply to any lands within the limits of any military, park, Indian, or other reservation unless such right of way shall be provided for by Act of Congress.~~
- Amendment. SEC. 8. That Congress hereby reserves the right at any time to alter, amend, or repeal this Act or any part thereof; and the right of way herein and hereby authorized shall not be assigned or transferred in any form whatever prior to the construction and completion of at least one-fourth of the proposed mileage of such railroad, wagon road, or tramway, as indicated by the map of definite location, except by mortgages or other liens that may be given or secured thereon to aid in the construction thereof: *Provided*, That where within ninety days after the approval of this Act, proof is made to the satisfaction of the Secretary of the Interior that actual surveys, evidenced by designated monuments, were made, and the line of a railroad, wagon road or tramway located thereby, or that actual construction was commenced on the line of any railroad, wagon road or tramway, prior to January twenty-first, eighteen hundred and ninety-eight, the rights to inure hereunder shall, if the terms of this Act are complied with as to such railroad, wagon road or tramway, relate back to the date when such survey or construction was commenced; and in all conflicts relative to the right of way or other privilege of this Act the person, company or corporation having
- Transfer of right of way.
- Proviso.*
Preference to priority in survey, etc.

100-5