



DOCKS AND HARBORS BOARD MEETING AGENDA

June 26, 2025 at 5:00 PM

Port Office Conference Room/Zoom Webinar

<https://juneau.zoom.us/j/84231067992?pwd=gVEwWRVqQmsL7hFlbAnDfZlWQpJjAm.1> Meeting ID:
842 3106 7992 Passcode: 835761

A. CALL TO ORDER

B. ROLL CALL: James Becker, Tyler Emerson, Clayton Hamilton, Debbie Hart, Matt Leither, Nick Orr, Annette Smith, Shem Sooter, and Don Etheridge.

C. PORT DIRECTOR REQUESTS FOR AGENDA CHANGES

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

E. APPROVAL OF MINUTES

1. Special Board Meeting, June 5th, 2025

2. May 29th, 2025

F. CONSENT AGENDA

3. A. Public Requests for Consent Agenda Changes

B. Board Member Requests for Consent Agenda Changes

C. Items for Action

4. Taku Dock Use Permit

Presentation by Port Director

RECOMMENDATION: TO APPROVE A USE AGREEMENT WITH TAKU SMOKERIES FOR ANNUAL RENTAL RATE OF \$10 PER TON OF GOODS CROSSING THE DOCK.

5. Engineering Design Contract - Aurora Harbor Drive Down Float

Presentation by Port Director

RECOMMENDATION: THAT THE ASSEMBLY APPROVE A CONTRACT WITH PND ENGINEERS NOT TO EXCEED \$700,000 FOR PRE-AWARD DESIGN EFFORTS AS APPROVED BY THE MARITIME ADMINISTRATION.

6. Request for Launch Ramp Donation - TSI Salmon Derby

Presentation by Board Member Orr

RECOMMENDATION: TO DONATE A DOCKS & HARBORS LAUNCH RAMP PERMIT TO TERRITORIAL SPORTSMEN INC. IN SUPPORT OF THE 2025 SALMON DERBY.

7. New Goldbelt Lease

Presentation by Port Director

Board Questions

Public Comment

Board Discussion & Action

MOTION: TO RECOMMEND THE ASSEMBLY APPROVE A NEW 35-YEAR LEASE WITH GOLDBELT, INC FOR THE TRAM PROPERTY AT A LEASE RENT OF \$272,007 ADJUSTED ANNUALLY WITH THE URBAN ALASKA CPI (CONSUMER PRICE INDEX).

G. UNFINISHED BUSINESS

8. Remove Motion to Table - Seadrome Property sale to Goldbelt, Inc

Presentation by Board Member

Board Questions

Public Comment

Board Discussion/Action

MOTION: TO REMOVE TABLED MOTION PERTAINING TO SALE OF SEADROME PROPERTY TO GOLDBELT.

9. Purchase & Sale Agreement - Seadrome Property

Presentation by Port Director

Board Questions

Public Comment

Board Discussion & Action

MOTION: TBD

H. STAFF, COMMITTEE, AND MEMBER REPORTS

I. PORT ENGINEER'S REPORT

J. HARBORMASTER'S REPORT

K. ASSEMBLY LIASON REPORT

L. PORT DIRECTOR'S REPORT

M. COMMITTEE ADMINISTRATIVE MATTERS 1. Next Operations and Planning Committee Meeting- July 24th, 2025 2. Next Regular Board Meeting- July 31st, 2025

N. SPECIAL ORDER OF BUSINESS

O. ADJOURNMENT

DOCKS AND HARBORS SPECIAL BOARD MINUTES

June 05, 2025 at 12:00 PM

Port Director's Conference Room/Zoom Webinar



A. CALL TO ORDER: Ms. Smith called the meeting to order at 12:00pm.

B. ROLL CALL: James Becker, Tyler Emerson, Debbie Hart, Matt Leither, Nick Orr, Annette Smith, Shem Sooter and Don Etheridge.

Absent: Clayton Hamilton.

Also in attendance: Carl Uchytel- Port Director, Matthew Creswell – Harbormaster, and Melody Musick- Administrative Officer.

C. PORT DIRECTOR REQUESTS FOR AGENDA CHANGES – No changes.

MOTION BY MR. SOOTER TO APPROVE THE AGENDA AS PRESENTED WITH UNANIMOUS CONSENT.

Motion was passed unanimously.

D. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS – None.

E. NEW BUSINESS

1. Bid Award DH25-049 (Statter Harbor Office Reroof)
Presentation by Port Director – On June 4th, four bids were placed for the project ranging from \$199,300.00 to \$409,999.69. Mr. Uchytel recommended the Board recommend to the Assembly that the project be awarded to the lowest bidder, Dawson Construction.

Board Questions

Mr. Sooter asked Mr. Sill what the estimated completion date for the project is.

Mr. Sill said that the estimated completion date would be sometime this fall, likely October or November.

Mr. Uchytel said the substantial completion date would be November 20th, 2025.

Public Comment- None.

Board Discussion/Action

MOTION BY MR. SOOTER TO APPROVE A BID AWARD TO DAWSON CONSTRUCTION FOR \$199,300 FOR PROJECT DH25-049, STATTER HARBOR OFFICE RE-ROOF WITH UNANIMOUS CONSENT.

Motion was passed unanimously.

F. ADJOURNMENT

MOTION BY MR. SOOTER TO ADJOURN

Motion was passed unanimously.

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

DOCKS AND HARBORS BOARD MEETING MINUTES

May 29, 2025 at 5:00 PM

Port Director's Conference Room/Zoom Webinar



A. CALL TO ORDER by Mr. Etheridge at 5:00pm

B. ROLL CALL: James Becker (departed at 6:24pm), Tyler Emerson, Clayton Hamilton, Matt Leither, Nick Orr, Annette Smith, Shem Sooter and Don Etheridge.

Absent: Debbie Hart.

Also in attendance: Carl Uchtyl- Port Director, Matthew Creswell- Harbormaster, Matthew Sill- Port Engineer, Melody Musick- Administrative Officer, McHugh Pierre- CEO and President of Goldbelt, Elias Hastings- Goldbelt Operations Manager, Deputy Mayor- Greg Smith.

C. PORT DIRECTOR REQUESTS FOR AGENDA CHANGES- none.

D. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS- none.

E. APPROVAL OF MINUTES

April 24, 2025

1. April 24th, 2025

Ms. Smith requested that the spelling of Mr. Etheridge's name be corrected on the first page.

Minutes approved unanimously as corrected.

F. UNFINISHED BUSINESS

2. New Goldbelt Tram Lease
Presentation by Port Director:

Mr. Uchtyl referenced page 82 of the agenda packet which contains the new drafted lease for the Goldbelt Tram. Mr. Uchtyl said that this is a standard lease and that there is language on page 86 of the agenda packet related to both Goldbelt and Docks and Harbors seeking out separate appraisals for reevaluation every five years that remains from the original lease. Mr. Uchtyl said that he will work with the Law department to remove this language. Mr. Uchtyl said there are representatives from Goldbelt at the meeting today that are available to answer questions from the Board.

Board Questions

Ms. Smith asked if the Board has received an assessment of the property and if so, is it in alignment with the appraised value.

Mr. Uchtyl said that the assessed value is on page 34 of the agenda packet is the value provided by the Assessor's Office \$2.2 million. Mr. Uchtyl said that when the Assessor's Office assesses a parcel, they are only determining the value of the raw land not the buildings or infrastructure on the land. The appraisal said that the value of the land is \$3 million. The assessed value is less than the appraised value.

Mr. Hamilton asked if the assessed value and the appraised value are comparable if they are different.

Mr. Uchtyl said that the assessed value is to determine the sale tax amount, and the appraised value determines the fair market value assuming highest and best use of the property. Mr. Uchtyl said that he received a request from a Board member related to the previous lease rent values. From 2005-2015 the rent was \$104,000 annually, 2015-2020 \$275,000 annually, 2021-present \$204,000 and the new appraisal value is \$272,007 annually.

Mr. Orr asked if the lease is adjusted outside of every five years as the current lease language is written?

Mr. Uchytel said that the lease and the lease regulations state that leases must be reevaluated every five years, the reevaluation is done in the form of an appraisal.

Mr. Orr asked that if the lease rent is static for five years and there is 3% inflation during that time period, are there any lease rent escalators on an annual basis to cover inflation?

Mr. Uchytel said that for Docks and Harbors leased properties there are no measures to account for inflation. Mr. Uchytel said that he is unsure whether the appraiser would say that inflation values and lease values are coupled or decoupled, they may look at those values differently. Mr. Uchytel said that in the original 1995 lease there were a lot of restrictions put on the tram; the property was appraised every three years. Mr. Uchytel said that the tram went to a five-year appraisal schedule when the lease was renegotiated in 2015. The reason the lease was renegotiated in 2015 was the initial lease rent was set rent value and a shared value of the revenue. The portion of gross revenue was a problematic to calculate as private companies do not like to share their financial records with the public. In 2015 the lease rent based on gross revenue was removed and went to only the appraised fair market value.

Mr. Hamilton asked what method of rent generated the most revenue for Docks and Harbors, the appraised lease value or the percentage of gross revenue?

Mr. Uchytel said that Docks and Harbors did not collect the percentage of gross revenue during a period of time due to difficulties procuring that information.

Mr. Hamilton asked if the lease included the language for a percentage of the gross revenue from 1995-2015?

Mr. Uchytel said yes, the original lease included a base rent amount, and an additional rent amount based on revenue.

Public Comment

Mr. Pierre, Goldbelt CEO and President

Mr. Pierre said that he would like the Board to understand the intent on Goldbelt with asking for a new lease. Mr. Pierre said that prior to the 2015 renegotiation it was a contentious situation between Goldbelt and the CBJ. Mr. Pierre said that the intent of Goldbelt now is to be more communicative and cooperative. Mr. Pierre said that the goal is to modernize the tram experience, that the current tram is becoming dated and that Goldbelt was not the original majority owner of the facility. Mr. Pierre said a new lease would allow for the tram to be modernized and for needed maintenance to occur. The desired improvements would require a loan, and banks do not like to loan to a five-year lease. Mr. Pierre said that Goldbelt would have preferred to wait until the end of the current lease, however, the lower tram terminal is sinking where the old sawmill was located as it was built upon a 10-foot ribbon of saw dust which is causing catastrophic damage to the lower terminal. The portion of the lower tram that contains the engine room and the tram cars dock is completely stable and anchored in bed rock. The offices and restrooms are shifting, and micro piles need to be driven which is a large investment which requires a loan. Mr. Pierre said that it is in everyone's best interest to allow this new lease to go forward to continue the running of the tram.

Mr. Hamilton asked what developments are planned for the top of the tram?

Mr. Pierre said developing the presentation of Tligit culture to more areas other than the short film that is shown currently. The idea is to bring hands on experience of the culture in the form of language, weaving, and carving. The theater will be remodeled to a 4D experience that will modernize the experience.

Ms. Smith asked how this will tie into the planned development at North Douglas.

Mr. Pierre said that Goldbelt is invested in the downtown area and the entire community. While Goldbelt will continue to invest in the downtown area they are also looking towards developing the land at North Douglas. Mr. Pierre said that both areas are an investment to provide a vibrant experience to visitors as well as spread visitors out between both North Douglas and Downtown to prevent any one location being overrun with visitor. Mr. Pierre said that the goal for North Douglas is to have a long-term sustainable cruise ship tourism area that the community can be happy with and that will prevent congestion.

Mr. Orr asked if what Mr. Pierre is saying means that North Douglas and Downtown will not be very integrated.

Mr. Pierre said yes.

Mr. Becker asked if there is a cost estimate for the micro piles that need to be driven at the lower tram site?

Mr. Pierre said that the estimated cost is \$3 million.

Mr. Becker asked if when the tram was built if Goldbelt knew about the potential for surface movement?

Mr. Pierre said that Goldbelt was not the majority owner and not the primary builder of the facility.

Board Discussion & Action

Mr. Uchytel said that his goal is to move this lease approval through as quickly to not hinder Goldbelt's ability to secure financing for the necessary project. Mr. Uchytel said that this does not need to be approved today as there are changes that need to be addressed with the Law department regarding the dispute resolution, other than that the new lease is very solid.

Mr. Sooter asked if this lease could be placed on the June 4th Special Board Meeting agenda.

Mr. Etheridge said in the interest of time it should go before the next Board meeting.

Mr. Orr said that he believes that there should be escalators in the lease to account for inflation which is fairly standard in commercial leases. Mr. Orr said that he approves of the appraisal, although, revenue per square footage the tram is comparable to luxury malls. Mr. Orr said that the tram revenue last year was \$15.6 million, for the downtown area there is not a single business with comparable revenue. Mr. Orr said that in the appraisal that was done for the tram in 2021, tourism spending was reported as being fairly flat from 2009-2019 at \$55 million and the tram is 23% of that revenue. Mr. Orr said that he finds it unfortunate that the lease moved away from the percentage of sales model as he believes that is most appropriate.

Ms. Smith asked if the Board should be looking at reinstating assessing rent based on a portion of revenue.

Mr. Uchytel said that it was negotiated out of the lease in 2015 as it was unworkable with a private company to have them open their books to calculate 3% of the revenue.

Mr. Leither said that since the revenue data is provided in the appraisal how private can it be?

Mr. Orr said that the revenue data was given to Horan & Company as part of the appraisal process, the revenue data is not easily accessible or published on the internet. Mr. Orr said that he does not think it would be problematic to total up the revenue each year since they were able to provide that information for the appraisal.

Ms. Smith said an option could be to assess a fee of \$1 dollar per ticket sold.

Mr. Leither said that this issue seems like something the Tourism Director should be involved with.

Mr. Uchytel said that what he is hearing from the Board is that Docks and Harbors could receive more money if the lease rent was assessed differently from all the other leases. The purpose of the Docks and Harbors lease properties is to lease land to encourage private investors to build and Docks and Harbors receives a dividend based on the appraised value. Each appraisal brings in different market rate values for the leased area. While there are changes to the leases that could be made to maximize revenue, it would open up a door to assessing other leases rent based on revenue or applying the same principal to user groups such as whale watching. Mr. Uchytel said that this would complicate things, and he is worried about delaying the necessary project for Goldbelt who plan to mobilize in September. Mr. Uchytel said that after June there is the potential of three new Board members could also weigh in on the discussion.

Mr. Hamilton said that he believes it would be more productive to not anticipate hinderances and wait for them to happen. Mr. Hamilton said that Docks and Harbors has not shied away from raising rates on other users so the same principal should be applied to leases.

Mr. Leither said that he is baffled as to why this is a Board issue since it is so highly involved with tourism and should be addressed by the Tourism Director.

Ms. Smith asked Mr. Pierre his thoughts on changing the manner that lease rent is assessed.

Mr. Pierre said that the important thing for the CBJ to apply is consistency and certainty as much as possible. Mr. Pierre said that the five-year appraisal works well for Goldbelt and is consistent across all other tideland leases. Mr. Pierre said that he would like to work with Docks and Harbors to determine a consistent outcome, if the outcome is drastically different from the five-year appraisal schedule it would significantly derail Goldbelt's necessary development plans.

Mr. Leither said that throughout his time on the Board he has heard from the business community the need for consistency, which the Board has abided by, there are instances where the business community has not been consistent with the Docks and Harbors. Mr. Leither said that he is leery of using consistency as justification for keeping the same appraisal schedule. Mr. Leither said that he believes the Board should seek the most mutually beneficial outcome.

Mr. Orr said that he is not pleased by the urgent timeline of this new lease. Mr. Orr said that he understands the time constraints on Goldbelt's side but does not feel the Board should be under that same pressure. Mr. Orr said that he understands why Mr. Pierre would like the lease rent assessment to remain the same as it would be approximately 1% of total revenue, according to his calculations. Mr. Orr said that he is not advocating to squeeze every dollar out of Goldbelt but rather to ensure that the lease rent value is reasonable.

Mr. Hamilton asked if the Board decided to remain on a 5-year appraisal schedule if Goldbelt would be willing to pay more? Mr. Hamilton asked Mr. Pierre if Goldbelt has that flexibility.

Mr. Pierre said that he is not prepared to answer that question, but Goldbelt is committed to working with Docks and Harbors.

Mr. Orr said that percentage of sale leases exists to help recoup the costs of, for example, the cruise ship docks that directly generate more revenue for the tram. Mr. Orr said that he acknowledges why Mr. Pierre wants to keep the appraisal evaluation the same.

Mr. Emerson agrees.

Mr. Hamilton said that the difference is that it is tideland not just unimproved land.

MOTION BY MS. SMITH TO BRING THE TOPIC OF A NEW 35-YEAR LEASE WITH GOLDBELT INC. TO THE DOCKS AND HARBORS OPERATIONS AND PLANNING COMMITTEE MEETING AFTER THE CHANGES REQUESTED BY MR. UCHYTIL HAVE BEEN MADE.

Motion passes unanimously.

2. Seadrome Property Conveyance
Presentation by Port Director/Goldbelt Inc:

Mr. Uchytel said that on page 99 of the agenda packet contains a memo detailing the history and where the Board is currently at in regard to the Seadrome Property conveyance. At the March Docks and Harbors Board meeting there was a motion for Goldbelt to submit an offer above the fair market value for consideration of the Board for the purchase and sale of the Seadrome property. At last week's Operations and Planning Committee Meeting the Committee reviewed the secondary appraisal from Ramsey Appraisal Resource. Mr. Uchytel said on page 113 of the agenda packet contains an image of the property that is being considered. Goldbelt has plans to raise the current Seadrome building and replace with a facility that is more oriented towards tourism, the renderings are also included in the packet. The benefit of ownership for Goldbelt would be to eliminate the patch work of parcels which currently limits their ability to construct since every parcel needs a 10-foot set back. There is no direct benefit to Docks and Harbors or the CBJ to retain these parcels given the configuration. Mr. Uchytel said that the highest and best use of the parcels would be to tear down the Seadrome building to build a new facility better oriented toward the Downtown Waterfront Plan. Mr. Uchytel said that the appraised value from Horan & Company is \$630,000 and the appraised value from Ramsey Appraisal Resource \$590,000, and the direction of the Board was for Goldbelt to come back with an offer above the appraised fair market value.

Mr. Pierre said that Goldbelt wants to improve the Seadrome building and appreciates Docks and Harbors occupancy of the building. Mr. Pierre said that Goldbelt wants to complete the CBJ's downtown waterfront vision with a small cruise ship terminal and extending the Seawalk. Mr. Pierre said that allowing for the purchase there will be a large benefit for the CBJ. Mr. Pierre said that Goldbelt is willing to pay the \$630,000 appraised value. Mr. Pierre said that the facility currently does not see a lot of people which drives commercial value.

Board Questions

Mr. Hamilton asked Mr. Smith how this would fit in with the downtown waterfront plan.

Mr. Smith said that he has not reviewed the waterfront plan recently. Mr. Smith said that the facility is an integral part of tourism structure and would be a large sales tax generator.

Ms. Smith asked Mr. Pierre if a lightering float would be part of the vision for Goldbelt development.

Mr. Pierre said that Goldbelt would like to complete the city's vision for the waterfront to create a more vibrant downtown.

Public Comment-none.

Board Discussion/Action

MOTION BY MR. SOOTER TO SELL THE SEADROME PROPERTY PARCELS FOR THE APPRAISED VALUE OF \$630,000 WITH A SET ASIDE EASEMENT FOR THE SEAWALK AND ASK UNANIMOUS CONSENT.

Mr. Orr objected.

Roll Call Vote:

Those in favor: Mr. Becker, Mr. Emerson, Mr. Sooter, Mr. Etheridge

Those opposed: Mr. Hamilton, Mr. Leither, Mr. Orr, Ms. Smith

The motion failed.

MOTION BY MR. HAMILTON TO TABLE TO TOPIC.

Motion approved unanimously.

G. NEW BUSINESS

4. Aurora Harbor Boat Shelter (AG-027)

Presentation by the Port Director:

Mr. Uchytel said that Mr. Klepinger has requested to sell boat shelter AG-027 and is requesting that the Board waive its right of first refusal.

Board Questions- none.

Public Comment- none.

Board Discussion & Action

MOTION BY MS. SMITH TO WAIVE THE BOARD'S RIGHT OF FIRST REFUSAL TO PURCHASE BOAT SHELTER (AG-027).

Motion approved unanimously.

5. Bid Award - Taku Harbor Improvements

Presentation by Port Engineer'

Mr. Sill said that bids were opened for Taku Harbor Improvement project with two bidders, Trucano Construction and Duwamish Services. Trucano Construction was the apparent low bidder with a bid of \$930,303.00, the engineer's estimate was \$1.3 million. Mr. Sill said that Docks and Harbors has begun the contracting process with Trucano Construction.

Board Questions- none.

Public Comment- none.

Board Discussion/Action

MOTION BY MS. SMITH TO RECOMMEND THE ASSEMBLY APPROVED A BID AWARD DH25-021 (TAKU HARBOR IMPROVEMENTS) TO TRUCANO CONSTRUCTION FOR \$930,330.

Mr. Hamilton objected. Mr. Hamilton said that Docks and Harbors is not taking care of core services and this is frivolous.

Mr. Orr said that this funding comes from a 25/75% matching grant that came from the Alaska Department of Fish and Game.

Roll Call Vote:

Those in favor: Mr. Becker, Mr. Emerson, Mr. Leither, Mr. Orr, Ms. Smith, Mr. Sooter, Mr. Etheridge.

Those opposed: Mr. Hamilton.

Motion passes 7-1.

H. ITEMS FOR INFORMATION/DISCUSSION

6. Downtown Douglas/West Juneau Area Plan - Board Comments

Presentation by Port Director

Mr. Uchytel said that on page 208 there is a letter drafted for the Board's review to submit to the Downtown Douglas/ West Juneau Planning Committee. Mr. Uchytel said that he summarized the feedback from the Board members from last week's Operations and Planning Committee Meeting. Mr. Uchytel said that the letter is a draft based on request from the Board members and is open to suggestions or changes.

Board Discussion/Public Comments

Mr. Hamilton said that he would like section two of the letter on page 208 to state simply that the Mike Pusich Harbor currently is unable to support the increase in traffic proposed by the Area Plan.

Mr. Leither said that he likes the letter and would suggest on point 6 to not conflate live-a-boards with boats that do not move.

Mr. Becker said that most of the boats in Douglas move at least once a year.

Ms. Smith said that she does not see the need to list the full name of the harbor.

Mr. Hamilton said that he likes the message that the letter gets across.

Mr. Uchytel said that he will remove the portion related to Marine Passenger Fees and state that Docks and Harbors does not currently have the funding to support the planned expanse for the Douglas Harbor.

Ms. Smith said that she will bring the letter to the June 4th meeting of the Downtown Douglas/ West Juneau Planning Committee.

7. Request for Quote for Douglas Harbor Gravel Lot Regrading and Surfacing
Presentation by Harbormaster:

Mr. Creswell said that the gravel portion of the Douglas Harbor parking lot, including the truck and trailer parking needs maintenance. On page 269 of the agenda the packet contains a request for quotes for regrading and surfacing for Douglas Harbor. Mr. Creswell said that the general maintenance term contractor is Carver Construction, to which the request for quote is directed. On page 270 of the packet contains an image of the project area. The request is to regrade the gravel lot and then apply a surface layer or D1 or recycled asphalt. There is also a request for 15-day notice prior to commencing work. The longest parking in Douglas Harbor is 14 days, which would allow for notices for all vehicles to move to allow for a completely vacant lot. Docks and Harbors plans to make extensive public notice for this project to allow vehicles time to move, and the project is anticipated to take three days total, weather permitting.

Board Discussion/Public Comment

Mr. Hamilton asked if it could be done in three or four section to allow for some parking.

Mr. Creswell said that it is preferred for it to all be done at once to have a uniform and consistent product. Mr. Creswell said that the most a vehicle will be displaced is six days and there will be alternative parking locations to minimally inconvenience patrons.

Mr. Sooter said that he would estimate that the project could easily take under three days.

Mr. Leither asked if Streets and Fleets would be able to do the project.

Mr. Creswell said that the work that Streets and Fleets does for Docks and Harbors are usually one-off's when able, they have an extensive project list this summer and it would be better to go forward with a contractor for this planned project.

Mr. Hamilton asked if Streets and Fleets would be cheaper why would Docks and Harbors go with them?

Mr. Creswell said that their project list is two years out.

8. Request for Proposal (RFP) Results - Aurora Drive Down Float
Presentation by Port Director:

Mr. Uchytel referenced page 271 of the agenda packet. Mr. Uchytel said that the selection committee evaluated two engineering architectural firms that proposed the design for the Aurora Drive Down Float. The individuals on the selection committee were Mr. Uchytel, Mr. Creswell, Mr. Sill, and Mr. Etheridge.

PND Engineers was selected by the committee and currently there is protest period before engaging with PND Engineers to negotiate a contract. MARAD has strict rules regard what work on the project can be awarded based on the grant timelines for the project. Mr. Uchytel said that part of the 20% local match will be used for the design services. Mr. Uchytel said that he will bring this back to the Board next month, the Assembly will approve at the July 28th meeting.

Board Discussion/Public Comment

Mr. Smith said that there is a possibility for additional Assembly meetings between June 9th and July 28th. Mr. Smith said if there is a need to expedite that award let the City Manager know.

9. 2025-2026 Docks & Harbors Board Appointments

Presentation by Port Director:

Mr. Uchytel said that at the last Operations and Planning Committee meeting there was a request for the names of the applicants for the upcoming Board vacancies. Mr. Uchytel said that there are currently three applicants. Mr. Uchytel said that on page 272 of the agenda packet contains a list of desired qualities for the new Board members which will be provided to the Human Resources Committee.

Board Discussion/Public Comment

Mr. Leither said that he would like where he works removed from his description.

Mr. Hamilton asked if staff could put flyers up for the vacancies at the Docks and Harbors facilities.

Mr. Creswell said that he posted on Facebook and the CBJ has issued various public notices related to Board vacancies.

Mr. Hamilton asked if it the deadline could be extended and if flyer could be put up.

Mr. Creswell said that Ms. Musick will make flyers.

Mr. Hamilton asked if the deadline could be extended.

Mr. Etheridge said that would be up to the Human Resources Committee.

Mr. Hamilton asked what the deadline for applicants is?

Mr. Creswell said end of business day on May 30th.

Ms. Musick said that she received an email from the Deputy Municipal Clerk stating the application window would be extended to noon on Friday June 6th and has reached out to former applicants.

I. STAFF, COMMITTEE AND MEMBER REPORTS

J. PORT ENGINEER'S REPORT

Mr. Sill reported:

- Aurora Harbor Improvements Phase IV: Mr. Sill said that all the submittals are completed there are a few submittals for PND Engineering to review. Mr. Sill said that the electrical engineers have ordered all the cables and that they have arrived in Juneau. The project is currently on schedule and the contractor is very eager to start work.
- Statter Harbor Improvements Phase IIID: Mr. Sill said that the purchase order was received today for the contracted work. The mobilization planning is next.
- Taku Harbor Improvement: Mr. Sill said bids were open yesterday and approved today.
- Statter Harbor Office Roof: Mr. Sill said that the bid opening for the Statter Harbor roof is next week on Wednesday. There has been interest from contractors at the pre-bid meeting and contractors visiting the office to check on the state of the roof. Mr. Sill said that he anticipates multiple bidders for the project.
- Aurora Harbor Drive Down Float: Mr. Sill said that PND Engineers is working on the design.

- Geotechnical Investigation: Mr. Sill said that he is working with CBJ Contracts for the geotechnical investigation at Statter Harbor as part of the Army Corps of Engineers study on the Statter Harbor breakwater.
- Secured Storage: Mr. Sill said that DOWL provided a cost estimate for design services to produce bid ready documents. Mr. Sill said that the cost estimate is approximately \$44,000.

Mr. Sill said that all the projects require permitting and that his primary focus is working with CDD to secure permits.

Mr. Etheridge asked if DOWL provided a narrowed down plan for the secured storage plan.

Mr. Sill said yes that it has been narrowed down to 1/3 of an acre. Mr. Sill said that they do not have an updated cost estimate for the project.

K. HARBORMASTER'S REPORT

Mr. Creswell reported:

- Downtown Operations: Mr. Creswell said that the downtown operations crew had a workday at North Douglas Launch Ramp this week with the low tide they were able to scrape and sweep the ramp and cold patch holes in the parking lot. In July, there are plans for more line striping which will be based on weather windows.
- Crane at Auke Bay Loading Facility: Mr. Creswell said that a crane went down at Auke Bay Loading Facility, a local company helped fix the crane with a replacement bearing to resume operations. A new motor was ordered for the crane and will arrive this week. Mr. Creswell said a second motor will be ordered in the new fiscal year to replace the motor on the second crane.
- Port Capstan: Mr. Creswell said that a capstan went down at the Port, an electrical term contractor and a crane and barge were able to replace the capstan on Saturday night.
- Impounded Vessels: Mr. Creswell said that there are two impounded vessels that Docks and Harbors is looking to dispose of.
- Parking: Mr. Creswell said that the parking system is running well, the app is up and running. There are still some operator errors with the parking system and staff is working closely with patrons to ensure that those errors are corrected.
- Annual and Semi-annual Moorage: Mr. Creswell said that administrative staff is currently preparing to run semi-annual and annual billing for moorage, as well as stall renewals.
- Staffing: Mr. Creswell said there are still a handful of part time limited positions that need to be filled at the Port; however, no concern on staffing. There are two administrative positions that close this week and interviews will be scheduled for next week. Mr. Creswell said that the University of Alaska Southeast Docks and Harbors internship program is going well, and Docks and Harbors is very happy with the quality of interns that have joined the team for this summer.
- Taku Harbor Maintenance: Mr. Creswell said that the operations crew made it down to Taku Harbor twice for annual maintenance and repairs. This will allow for the facility to operational throughout the summer season before construction mobilizes on the Taku Harbor Improvement project.
- Aurora Harbor H Float: Mr. Creswell said that there are issues with the ground fault projection equipment on the electrical system on H float at Aurora Harbor. Mr. Creswell said that Docks and Harbors is working with the electrical contractor that installed the system to resolve those issues. Ms. Thrower has communicated with patrons regarding the outages. Mr. Creswell said that a crew will be performing testing on the whole system next week to identify where the current leakage is coming from and what is the cause of the issue.
- Sea Trail Season: Mr. Creswell said that notices went out to patrons in Douglas Harbor this week to alert vessels that have not moved in the last year. Mr. Norbryhn has issued notices to vessels in Statter Harbor that have not moved in the last year.

- Impounding and Disposal of Derelict Vehicles: Mr. Creswell said that the impounding and disposal of derelict vehicles is going well, the CBJ has helped with this process by shortening the window from 55 days to 51 days on discovery of the vehicle to being impound eligible. There are several vehicles in this process at various stages in the 51-day window.
- ROV: Mr. Creswell said that Docks and Harbors purchased a remotely operated submersible, staff is being trained on how to operate. The device has high quality cameras and lights and is much more cost effective than hiring divers for piling and anode inspections.
- Army Corps of Engineers: Mr. Creswell said that the Army Corps of Engineers is progressing on their feasibility study for the new Statter Harbor breakwater recapitalization project. There will be a pot study on marine life and tide studies, which Docks and Harbors will be assisting with boat and shore support that will count towards the local cost share of the project.
- Abandoned Derelict Vessel Disposal Reimbursement: Mr. Creswell said that the Alaska Department of Natural Resources made \$220,000 available to municipalities for reimbursement of derelict vessels. Mr. Creswell said that six Docks and Harbors vessels qualified for that program and applications will be reviewed by DNR June 1st.
- Amalga Harbor Silting: Mr. Creswell said that the launch ramp at Amalga Harbor is being impacted by heavy silting from the adjacent creek. Originally this only posed an issue at a -3 tide, and now issues are being reported at a -1. Mr. Creswell said that this issue will need to be addressed soon.
- JPD Assistance: Mr. Creswell said that on Saturday night Docks and Harbors provided boat assistance for JPD responding to a domestic dispute. JPD was able to safely and successful arrest the individual, in total took 2 hours to resolve.
- Auke Bay Loading Facility: Mr. Creswell said that each year Docks and Harbors sees an increase in demand for use of the Auke Bay Loading Facility. Mr. Creswell said that reservations are required due to the high demand for the use of facility, the first two hours are fee, those who exceed their two-hour reservation are charged a full day of moorage.

Mr. Hamilton said that he does not think it is fair for people to be charged moorage twice if they are at the Auke Bay Loading Facility and move to Statter Harbor.

Mr. Creswell said that he acknowledges Mr. Hamilton's concern however it is crucial that the Auke Bay Loading Facility have turn over especially with the dungeness crab season starting. Mr. Creswell said that he anticipates having a full-time staff at the Auke Bay Loading Facility during the dungeness crab opener to ensure the necessary turnover.

Mr. Leither said that if the facility is requiring high amounts of staff time should the reservation system change to charge for reserved time.

Mr. Creswell said that most of the operators only need two hours or less to offload stores, change out gear, or whatever their needs at the facility are. Mr. Creswell said that staff time is required to run a facility well.

L. ASSEMBLY LIAISON REPORT

Mr. Smith reported:

Mr. Smith said that there were a couple of things that came before the Assembly at the regular meeting on May 19th. Mr. Smith said that the \$400,000 ordinance for the Statter Harbor Roof Repairs was introduced, on the consent agenda the bid award for the Statter Harbor Phase IIID was approved, and the Taku Harbor CIP was approved to be created with the \$1.15 million from the Alaska Department of Fish and Game.

Mr. Smith asked if the Board or staff had additional information regarding the removal of the Spoon Island flotilla?

Mr. Creswell said that the Spoon Island flotilla was addressed primarily by Parks and Rec, Docks and Harbors provided transportation, skills, and services to remove some of the vessels.

M. PORT DIRECTOR'S REPORT

Mr. Uchytel reported:

- Mr. Uchytel said that Mr. Sill and Mr. Creswell addressed the majority of the major efforts of the Docks and Harbors team. On June 22nd Docks and Harbors will impound the Seal, which could result in an expensive demolition.

N. BOARD ADMINISTRATIVE MATTERS

1. Next Special Board Meeting - Thursday, June 5th at 5 pm
2. Next Operations-Planning Committee Meeting - Wednesday, June 11th
3. Next regular Board Meeting - Thursday June 26th

O. ADJOURNMENT

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

Taku Smokeries Dock Use Agreement

PART I. PARTIES. This use agreement is between the City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska, hereafter “CBJ”, and Taku Smokeries, hereafter “Operator.”

PART II. ADMINISTRATION. All communications about this Agreement shall be directed as follows, any reliance on a communication with a person other than that listed below is at the party’s own risk.

CBJ:

City and Borough of Juneau
Attn: Carl Uchytel, Port Director
155 Heritage Way
Juneau, AK 99801
Phone: (907) 586-0292
Email: Carl.Uchytel@juneau.gov

Operator:

Taku Smokeries
Attn: Hank Baumgart, Director/President
550 S. Franklin Street
Juneau, AK 99801
Phone: (907)463-4617
Email: hank@icystraitseafoods.com

PART III. AGREEMENT DESCRIPTION. This agreement is identified as the Taku Smokeries Dock Use Agreement (“Agreement”). The following are attached and are considered part of this Agreement as well as anything incorporated by reference or attached.

Property Description & Additional Provisions
Exhibit A
Exhibit B

PART III. USE AGREEMENT EXECUTION. The CBJ and Operator agree and sign below. This contract is not effective until signed by the CBJ.

City and Borough of Juneau:

Date: _____

By: _____
Carl Uchytel
Port Director

Operator:

Date: _____

By: _____
Hank Baumgart
Director & President

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

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

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

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

Risk Management Review: _____, Risk Manager

Approved as to Form: _____, Law Department

PROPERTY DESCRIPTION & ADDITIONAL PROVISIONS

1. DESCRIPTION OF PROPERTY. The permitted dock space (the “Premises”) consists of an agreed area approximately 4,750 square feet, with 89 feet of dock face, depicted in Exhibit A, attached and incorporated herein by reference and known as “Taku Smokeries Dock” in Juneau, AK.

2. TERM. The effective date of this agreement is the date the CBJ signs. The term of the use agreement is fifteen years, commencing on the effective date of this agreement.

3. USE. The Premises shall be used only for unloading of fish, dispensing of ice and other related uses for the benefit of Taku Smokeries and for no other purpose without the prior written consent of the CBJ. The Operator shall comply with all regulations, rules, and the code of the CBJ, and with all state and federal regulations, rules and laws as the code or any such rules, regulations or laws may affect the activity upon or associated with the premises.

- a. The Operator is granted the right to use the dock shown in Exhibit A for the purposes and under the terms and conditions set forth in this agreement. The Operator agrees to use the dock only for the purposes of unloading fish from fishing vessels, the delivery of ice to fishing vessels, and other miscellaneous activities associated with these functions. The City agrees to provide the Operator with reasonable access to and from the dock, including access to electrical and water utilities, from the Operator's adjacent property.
- b. The City shall have the right to allow other public use of the dock during those times that the Operator is not using the dock. The Operator's use of the dock will be given preferential use over other public uses allowed on the dock. The City shall give the Operator at least twenty-four hours' advance notice of another public user, including the size of any vessels. The parties agree to work together cooperatively regarding other public use of the dock.

4. PAYMENTS. The Operator agrees to pay the City a calendar year fee once each year for use of the dock at a rate of \$10.00 per ton of purchased goods crossing the dock.

- a. The Operator shall pay the calendar year fee by March 1 of the year subsequent to the calendar year being paid. For purposes of this agreement, the Operator shall make the first calendar year payment by March 1, 2025. This payment shall be for the entire calendar year 2024 and will not be pro-rated by to account for the date of the agreement being after the start of the 2024 calendar year.
- b. In the event the agreement expires, the Operator shall continue to make payments in accordance with this section if the Operator

- continues to use the dock.
- c. If the agreement is terminated during a calendar year, the Operator shall pay a pro-rated calendar year fee upon termination of the agreement.
 - d. Should any payment provided for under the terms of this Agreement not be paid when due, the same shall bear interest at the rate established by ordinance for late payments or at the rate of 12 percent per annum, if no rate has been set by ordinance.

5. MAINTENANCE AND REPAIR.

- a. Minor Repairs. The Operator shall continuously maintain the dock in a good state of repair at no cost to the City. The Operator shall undertake and complete minor repairs and routine maintenance of the dock, including the replacement of wear surfaces on the dock. The City may inspect the dock to determine whether the Operator is maintaining the dock. In the event an inspection reveals a failure of the Operator to properly maintain the dock, the City may order that corrective maintenance or repair work be accomplished by the Operator within a reasonable period of time as determined by the City.
- b. Major Repairs. The City shall undertake and complete all necessary major repairs to the dock unless the damage is caused by the negligent action of the Operator, its agents or employees. Such repairs shall be a City expense, subject to the appropriation of sufficient funds for that purpose. If the City fails to make such repairs or appropriations, the Operator may deduct their costs of repairs from future payment obligations. The fee for use of the dock will be abated during periods the dock cannot be used by the Operator because of pending repairs. The Operator shall pay for damage to the dock facilities and improvements caused by the negligence of the Operators, its agents or employees. The term "major repairs" as used herein includes but is not limited to:
 - i. the replacement of dock components that have reached the end of their useful life; or
 - ii. the replacement of dock components that are broken or damaged as a result of incidents not related the Operator's use of the dock.

6. DOCK UPKEEP. The Operator shall maintain the dock in a clean and orderly condition at all times. Derelict, inoperable, or abandoned vessels shall not be allowed to occupy docking space. Oil drums, nets, fishing gear, skiffs, garbage cans or unsightly debris may not be stored on the dock. Bumpers made from used tires, rope, old fire hose, etc. shall not be secured, either permanently or temporarily, to the dock.

7. PROHIBITED MOORAGE. The Operator shall not permit moorage of excessively large vessels which might overstress or otherwise damage the dock facilities. Scows, barges, non-powered vessels, floating boat shelters and floating storage buildings shall not be permitted to moor to the dock. It is the express intent of these restrictions to provide definite limitations on the moorage of structures other than powered vessels in order to prevent any disorderly or unsightly developments or those that might otherwise detract from the overall safety and security of the dock. No vessel whose length exceeds 80 feet is to be permitted moorage to the dock.

8. OPERATOR PROVIDED UTILITIES AND WATER SYSTEM. Where electrical facilities and water distribution systems are not provided by the City, the Operator may, after approval by the City, install or have installed adequate electrical and water systems. Under no circumstance shall the Operator alter or modify the dock for the purpose of installing electrical systems or water systems without first obtaining specific written approval from the City. The City will furnish minimum design standards to accomplish the work. The parties acknowledge that, as of the date of this agreement, electrical and water utilities have been provided to the dock.

9. CRANE. The Operator has the right to maintain a crane on the dock, subject to the written approval of the City. The Operator shall have the right to charge fees for use of any crane it may install. The use of any crane installed by the Operator shall be at the sole discretion of the Operator.

10. ICE MACHINE. The Operator shall have the right to maintain and operate an ice machine within the area adjacent to the dock as shown on Exhibit A. Any use of this area must comply with all design review, zoning, and other laws and regulations governing such use.

11. INSURANCE. Operator has provided certification of proper insurance coverage, including certificate(s) of insurance and amendatory endorsements or copies of the applicable policy language affecting coverage required in this agreement to CBJ, copies of which are attached to this Appendix. Failure of CBJ to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of CBJ to identify a deficiency from certificate(s) or evidence provided shall not be construed as a waiver of the obligation of Operator to maintain the insurance required by this contract.

Operator agrees to maintain insurance as follows at all times while this contract is in effect, including during any periods of renewal.

Commercial General Liability Insurance. Operator must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against Operator. This amount must be at least one million dollars (\$1,000,000.00) per occurrence, and two million dollars (\$2,000,000.00) aggregate. **This insurance policy is to contain, or be endorsed to contain, additional insured status for**

CBJ, its officers, officials, employees, and volunteers. If Additional insured status is provided in the form of an endorsement to Operator's insurance, the endorsement shall be at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Workers Compensation Insurance. If required by Alaska Statute (*see* AS 23.30), Operator must maintain Workers Compensation Insurance to protect Operator from any claims or damages for any bodily or personal injury or death which may arise from services performed under this contract. This requirement applies to Operator's firm, Operator's sub-operators and assignees, and anyone directly or indirectly employed to perform work under this contract. Operator must notify CBJ as well as the State of Alaska Division of Workers Compensation immediately when changes in Operator's business operation affect Operator's insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of one million dollars (\$1,000,000.00) per injury and illness, and one million dollars (\$1,000,000.00) policy limits. Operator also agrees to provide evidence of Longshore and Harbor Worker's Insurance and Jones Act coverage if applicable to the work required. **If Operator is exempt from Alaska Statutory Requirements, Operator must provide written confirmation of this status in order for CBJ to waive this requirement. Operator grants a waiver of any right to subrogation against CBJ by virtue of the payment of any loss under such insurance.** This provision applies regardless of whether or not CBJ has received a waiver of subrogation endorsement from the insurer.

Comprehensive Automobile Liability Insurance. Operator must maintain Comprehensive Automobile Liability Insurance, which coverage shall apply to all owned, hired, and non-owned vehicles, with one million dollars (\$1,000,000.00) combined single limit coverage. **This insurance policy is to contain, or be endorsed to contain, additional insured status for CBJ, its officers, officials, employees, and volunteers.**

For any claims related to this contract, the **Operator's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Operator's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Waiver of Subrogation

Operator hereby grants to Entity a waiver of any right to subrogation which any insurer of said Operator may acquire against the Entity by virtue of the payment of any loss under such insurance. Operator agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

- 12. INDEMNITY.** Operator agrees to defend, indemnify, and hold harmless CBJ, its employees, volunteers, Operators, and insurers, with respect to any action, claim, or lawsuit arising

out of or related to Operator's performance of this contract, without limitation as to the amount of fees, and without limitation as to any damages, cost, or expense resulting from settlement, judgment, or verdict, including the award of any attorneys' fees even if in excess of the provisions of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this contract. The obligations of Operator arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify Operator in a timely manner of the need for indemnification, but such notice is not a condition precedent to Operator's obligations and is waived where Operator has actual notice.

13. INDEPENDENT CONTRACTOR. The parties hereto expressly agree that the Operator shall be and is an independent contractor and is not an employee or agent of the City. The Operator is entitled to no insurance coverage, whether worker's compensation or otherwise or other benefits accorded to the City's employees.

14. ASSIGNMENT. The Operator shall not assign, transfer, convey, subcontract, or otherwise dispose of or encumber this Agreement or the rights hereunder, nor shall the Operator delegate any of its duties hereunder without the prior written consent of the City which shall not be unreasonably withheld.

15. MODIFICATION. The Agreement may be modified only by an agreement in writing signed by all parties in interest or their successor in interest.

16. TERMINATION. The City may cancel this Agreement by giving the Operator ninety days advance written notice upon the failure of the Operator to perform, keep and observe the terms, covenants, and conditions contained in this Agreement, provided, the deficiency is not cured by the Operator to the satisfaction of the City within this ninety-day period.

17. ADMINISTRATION. The City Port Director, or the Port Director's designee, shall be the City's representative for the purpose of administering this Agreement. The Operator shall deliver to the City at the time of execution of the Agreement a certified copy of a resolution of its Board of Directors authorizing the execution of this Agreement and naming of officers that are authorized to execute this Agreement on behalf of the corporation. Notice of any change in representation shall be made to the other party in writing.

18. NOTICE. Any notice or demand, which under the terms of the agreement or under any statute must be given or made by the parties thereto, shall be in writing.

19. COMPLIANCE WITH LAWS AND REGULATIONS. The Operator shall conduct all operations at the dock in compliance with all State, Federal, and local laws, ordinances, rules and regulation now and hereafter in force, which may be applicable to such operations.

20. CORPORATE AUTHORITY. The Operator shall deliver to the City at the time of execution of the Agreement a certified copy of a resolution of its Board of Directors authorizing the execution of this Agreement and naming of officers that are authorized to execute this

Agreement on behalf of the corporation.

21. SUCCESSORS. This agreement shall be binding on the successors, administrators, executors, heirs, and assigns of Operator and City.

22. CHOICE OF LAW; VENUE. This agreement shall be governed by the law of the State of Alaska. Venue shall be in the State of Alaska, First Judicial District at Juneau.

Presented by: The Manager
Presented: MM/DD/YYYY
Drafted by: Law Department

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2025-XX

An Ordinance Authorizing the Port Director to Negotiate and Execute a Use Agreement with Taku Smokeries for Use of CBJ Dock Space.

WHEREAS, the City and Borough of Juneau (CBJ) owns real property including Lots 1 and 2B Dockside Subdivision; and

WHEREAS, Taku Smokeries currently has a use agreement allowing for the use of CBJ dock space, which expired April 30, 2024; and

WHEREAS, at the June ____, 2025 meeting, the Docks and Harbor's Board reviewed the use proposal and approved the use agreement with an annual rental rate of \$10 per ton of purchased goods crossing the dock; and

WHEREAS, the Docks and Harbors Board is authorized in CBJ 85.02.060(a)(5) to lease lands as provided in CBJ Chapter 53.20.020 and any action required by the City Manager may be performed by the Port Director.

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

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

Section 2. Authorization. The Port Director is authorized to negotiate and execute a use agreement for the property located at:

550 S. Franklin, Juneau, AK, 99801 seaward approximately 4,750 square feet within Lots 1 and 2B Dockside Subdivision.

Section 3. Terms and Conditions. The final agreement shall be subject to the following essential terms and conditions:

- (A) Term. The initial lease term shall be fifteen years.
- (B) Maintenance and Repairs.
- (C) Payment.

(D) Other terms and conditions. The Port Director may include other terms and conditions as the Manager determines to be in the public interest.

Section 4. Effective Date. This ordinance shall be effective 30 days after its adoption.

Adopted this _____ day of _____, 2025.

Beth A. Weldon, Mayor

Attest:

Municipal Clerk



Port of Juneau

155 Heritage Way • Juneau, AK 99801
(907) 586-0292 Phone • (907) 586-0295 Fax

From: Carl Uchytel
Port Director

To: Docks & Harbor Board

Via: Docks & Harbor Operations-Planning Committee

Date: June 10th, 2025

Re: Aurora Harbor Drive Down Float (DDF) – Pre-Award Efforts

1. In November 2024, Docks & Harbors was notified of successful MARAD PIDP grant to design and construct an Aurora Harbor Drive Down Float. The maximum federal grant is for \$11,154,002 and our local committed match is 20% (\$2.8M) for a total project cost of \$14M. We have concurrently applied for a FY26 ADOT Harbor Facility Grant to be applied to half of our local match and will know with certainty after July 1st to whether we were successful.
2. The US DOT Maritime Administration is very prescriptive in how PIDP (Port Infrastructure Development Program) grants are managed. Docks & Harbors is keenly aware of their protocols and endeavors to following the guidance precisely. Enclosure (1) is a welcome aboard letter which outlines key milestones in the execution of the PIDP grant. Before a federal grant agreement can be consummated, also known as “grant award”, the following milestones must be completed.

Complete pre-award Federal requirements, including:

- a. National Environmental Policy Act (NEPA) review,
- b. Section 106 of the National Historic Preservation Act (NHPA) consultations,
- c. Recipient’s Letter of Funds Availability, and
- d. Title VI Assessment, as applicable.

MARAD is very clear that no funds can be expended on the project without proper authority and before grant agreement execution, you should NOT:

Begin any construction activities – No construction (i.e., activities that disturb the land in any way or involve in-water work) can take place prior to NEPA completion or you risk jeopardizing your entire Federal award. Certain activities, such as field surveys, studies, and/or investigations that require minimally invasive environmental disturbances may be permitted only with prior notification to and approval from MARAD.

3. To comply with NEPA documentation, MARAD recognizes it is necessary development design documents sufficient to determine impacts to resources, both environmental and historical. Following guidance from MARAD, we received authorization to advertise and negotiate a “pre-award” activity with an Architecture/Engineering (A/E) consultant. We advertise for this professional work in encl (2) and a Docks & Harbors evaluation committee selected PND Engineers as the successful proposer with public notification provided in encl (3).
4. MARAD provided the following authority (via email) to contract with an A/E consultant for efforts:

This message constitutes MARAD's written approval for the Port to incur the following pre-award costs effective May 27, 2025, to be counted towards the non-federal cost share, assuming such costs would have been allowable if incurred subsequent to grant agreement execution. The Port may, at its own risk, incur obligations and expenditures associated with the following activities prior to grant execution up to the following estimated costs:

- *\$350,000: Pre-Engineering and Design up to 35% level*
- *\$150,000: NEPA Environmental costs to 100% level, including:*
 - o Section 106 documentation*
 - o Title VI assessment*
 - o Environmental evaluations*
- *\$200,000: Permits, including but not limited to:*
 - o U.S. Army Corps of Engineers*
 - o Incidental Harassment Authorization application, if required*

The Port acknowledges that the incurrence of pre-award costs in anticipation of a Federal award imposes no obligation on MARAD to either make the award or increase the amount of the Federal award if an award is made for less than the amount anticipated or is inadequate to cover the pre-award costs incurred.

5. We are awaiting a proposal from the A/E to negotiate the pre-award cost which is anticipated before the June regular Board meeting. To keep the rhythm of the project steadily advancing, I recommend the Docks & Harbors Operations Planning Committee consider this motion at the June 11th meeting:

MOTION: TO RECOMMEND APPROVAL OF CONTRACT AWARD TO PND ENGINEERS TO DEVELOP PRELIMINARY DESIGN AND NEPA DOCUMENTATION NOT TO EXCEED \$700K TO MEET MARITIME ADMINISTRATION REQUIREMENTS FOR GRANT AWARD.

#

- Encl: (1) MARAD PIDP 2024 – Welcome Aboard Letter
(2) RFP DH25-045 Design Services for Aurora Harbor Drive Down Float dated April 10, 2025
(3) RFP DH25-045 Posting Notice dated May 27, 2025

Welcome Aboard!

Congratulations on your selection to receive a Port Infrastructure Development Program (PIDP) FY 2024 grant award. Now that you have been selected for an award, the Maritime Administration (MARAD) would like to move towards executing a grant agreement and fully obligating the funds as soon as possible, so that you may begin work on your project. To that end, we have created this document to provide some early guidance on what the next steps will be as well as provide pertinent information that you need to know regarding the goals, expectations, and requirements for managing your grant.

Next Steps

1. Kick-off webinar to provide an overview of the program, including background and details related to scope, schedule, and budget.
2. Initial call between the MARAD and recipient team members.
3. Complete pre-award Federal requirements, including:
 - a. National Environmental Policy Act (NEPA) review,
 - b. Section 106 of the National Historic Preservation Act (NHPA) consultations,
 - c. Recipient's Letter of Funds Availability, and
 - d. Title VI Assessment, as applicable.
4. Develop scope, schedule, budget, and any other areas requiring Recipient input in the draft grant agreement.

Estimated Grant Agreement Execution Process Timeline:

Action	Responsible Entity	Estimated Time
Kick-Off Webinar	MARAD	Within one month of receiving this document
Initial team meetings	MARAD	Within 2 months of receiving this document
Complete NEPA	Recipient and MARAD	5-20 months
Complete Section 106 of NHPA	Recipient and MARAD	5-20 months
Title VI Assessment	Recipient	6-9 months
Letter of Funds Availability	Recipient	Any time before grant execution, but should not be submitted until after the project budget is finalized
Execute Grant Agreement	Recipient and MARAD	1-4 months after NEPA completion
Estimated total time until Grant Execution		6-24 months

Point of Contact:

Your grant will be assigned to a Grant Management Specialist. This person serves as the primary point of contact for your grant until grant execution. Your Grants Manager should be the first person you contact when questions or issues related to your grant arise, as well as when technical

assistance, clarification, or other resolution is needed. Your Grants Manager will provide a full list of the contacts related to your project.

Before grant agreement execution, you should:

1. Assist MARAD in the NEPA review process – All grant projects must undergo a NEPA review before execution of the grant agreement, even those projects that will result in a Categorical Exclusion class of action. Review the environmental documents when provided by the MARAD Office of Environmental Compliance and start to formulate the action plan to complete the required documentation as soon as possible. If your project will require consultation or coordination with other service agencies (e.g., National Marine Fisheries Service (NMFS), U.S. Fish and Wildlife Service (FWS)), please begin that process as early as possible to avoid delaying the NEPA process.
2. Assist MARAD in the NHPA Section 106 consultation process – Section 106 requires MARAD to identify and assess the effects its actions may have on historic properties. Please review your project and what may be required to complete this process. The MARAD National Historic Preservation Officer will help with this requirement.
3. If your project includes a non-Federal cost match, submit to MARAD your non-Federal match documentation – MARAD requires that you provide a letter of match commitment confirming that the non-Federal match outlined in your application is secured and dedicated to the project. We cannot execute a grant agreement without this funding commitment letter. MARAD will provide an example of what this documentation should look like, upon request.
4. Develop draft Grant Agreement – Work with MARAD on finalizing the draft Grant Agreement, including project scope, schedule, and budget.
5. Ensure Build America, Buy America Act (“BABA” or “Buy America”) compliance – Review the materials required to execute the project scope to ensure compliance with the applicable Buy America requirements (see Buy America Requirements below). MARAD cannot obligate PIDP funds unless all steel, iron, manufactured products, and construction materials are made in the US or a waiver applies.
6. Complete the Title VI Assessment. These requirements may vary depending on whether you are an existing or new MARAD grant recipient. MARAD’s external civil rights coordinator will assist you with these requirements.

Before grant agreement execution, you should NOT:

1. Begin any construction activities – No construction (i.e., activities that disturb the land in any way or involve in-water work) can take place prior to NEPA completion or you risk jeopardizing your entire Federal award. Certain activities, such as field surveys, studies, and/or investigations that require minimally invasive environmental disturbances may be permitted only with prior notification to and approval from MARAD. For more information on which activities are and are not allowable before NEPA is complete, refer to MARAD’s “Process on pre-NEPA Field Surveys Prior to Grant/Loan Award Execution” document provided by MARAD’s Office of Environmental Compliance.

After NEPA completion but before grant agreement execution, construction activities can only begin with written pre-approval by MARAD.

2. Incur any project costs without MARAD's written approval (regardless of whether the costs would be reimbursed with PIDP grant funds or charged to your non-Federal cost share) – Pursuant to 46 U.S.C. 54301(a)(10)(B) and 2 CFR 200.458, PIDP recipients must apply to MARAD for approval to incur and expend any Federal or non-Federal project costs prior to grant agreement execution. If you would like to begin incurring certain eligible project costs, please contact your Grants Manager and they can explain the process and provide you with the "Pre-award costs application." Generally, to be allowable, at a minimum, the costs must:
 - a. Be for pre-construction activities (unless NEPA is already completed);
 - b. Not yet be incurred or expended;
 - c. Comply with all Federal requirements;
 - d. Be included in the applicable PIDP grant application as future eligible costs;
 - e. Be necessary for the efficient and timely performance of the scope of work; and
 - f. Be directly pursuant to the negotiation and in anticipation of the Federal award.

Additional Things to Consider:

Procurement methods:

The acquisition of goods and services must follow the procurement standards described in 2 C.F.R. 200.317-327. A State or Indian Tribe must follow the same policies and procedures it uses for procurements from its non-Federal funds. All other non-Federal entities must conduct all procurement transactions for the acquisition of property or services in a manner providing full and open competition consistent with the standards described in 2 C.F.R. 200.319-320. Noncompetitive procurements can only be awarded in accordance with 2 C.F.R. 200.320(c) and with the written approval of MARAD.

Minimum Wage Rates:

You must include, in all contracts in excess of \$2,000 for work on the project that involves labor, provisions establishing minimum rates of wages, to be predetermined by the United States Secretary of Labor, in accordance with the Davis-Bacon Act, 40 U.S.C. 3141–3148, that contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

Small and Disadvantaged Business Enterprises Requirements:

If any funds under this award are administered by a State Department of Transportation, those funds must be expended in compliance with the requirements at 49 C.F.R. part 26. Otherwise, you must expend all funds under this award in compliance with the requirements at 2 C.F.R.

200.321 (“Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms”).

Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act):

The Uniform Act and implementing regulations at 49 CFR part 24 apply when Federal aid is used to fund any phase of the project. For example, if you use local funds for a right-of-way acquisition that is in anticipation of this USDOT project, you must still comply with the Uniform Act related to those right-of-way activities to be eligible to receive these Federal funds.

Buy America Requirements:

Your project is an infrastructure project. Therefore, all iron, steel, manufactured products, and construction materials used in the project for infrastructure expenditures¹ are subject to the domestic content requirements of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. 184, as implemented in the terms and conditions and exhibits of the grant agreement.

You must not use funds provided under this award unless:

- (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product; and
- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

When necessary, you may apply for, and the USDOT may grant, a waiver from the Buy America preference if the USDOT determines that:

- (i) applying the Buy America preference would be inconsistent with the public interest;
- (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

On August 16, 2023, USDOT announced a public interest [Waiver of Buy America Requirements for De Minimis Costs and Small Grants](#). Under this waiver, you may use a de minimis amount of non-compliant iron, steel, manufactured products, and construction materials in your project as long as the total value of the non-compliant products is no more than the lesser of \$1 million or

¹ Noninfrastructure spending should comply with the Buy American Act requirements at 41 U.S.C. chapter 83.

5% of total applicable costs for the project. Total applicable project costs are defined as the cost of materials (including the cost of any manufactured products but excluding labor costs) used in the project that are subject to a domestic preference requirement, including materials that are within the scope of an existing waiver.

Please notify MARAD as soon as possible when a potential Buy America issue arises.

Conflicts of Interest:

You must establish and maintain written Standards of Conduct covering conflicts of interest and governing the performance of your employees that are engaged in or otherwise involved in the award or administration of third-party contracts. Additionally, you must be aware of conflict of interest issues a prospective contractor might have, including lack of impartiality, impaired objectivity, or unfair competitive advantage. You must disclose, in writing, any potential or real conflicts of interest to MARAD in accordance with 2 CFR 200.112.



REQUEST FOR PROPOSALS

RFP DH25-045

DESIGN SERVICES For AURORA HARBOR DRIVE DOWN FLOAT

Issued by: Carl Uchytel
Carl Uchytel, P.E.,
Purchasing Officer

Date: April 10, 2025

Design Services for
Aurora Harbor Drive Down
Float RFP DH25-045

SCOPE OF SERVICES: The City and Borough of Juneau (CBJ) Docks & Harbors is requesting proposals from qualified consultants to provide design services for the Aurora Harbor Drive Down Float project.

PRE-PROPOSAL MEETING: A non-mandatory pre-proposal conference call will be held at **10:00 a.m., Alaska time on April 21, 2025.** Persons interested in submitting proposals are encouraged to attend. Proposers intending to participate shall request the call-in information from the CBJ Docks & Harbors by emailing Melody.Musick@juneau.gov by 4:30 p.m., on April 18, 2025.

QUESTIONS REGARDING THIS RFP: Carl Uchytel, P.E., Port Director, phone 907-586-0292, carl.uchytel@juneau.gov is the sole point of contact for all issues pertaining to this procurement.

NOTICE TO PROPOSERS: The City and Borough of Juneau only accepts proposals submitted electronically, through Public Purchase. All addenda and information items will be delivered via Public Purchase. Information regarding Public Purchase, a free e-procurement service, can be found at the following links: <https://juneau.org/finance/purchasing/bids-rfps> and <http://www.publicpurchase.com/>

DEADLINE FOR PROPOSALS: Electronic proposals are to be uploaded to Public Purchase **prior to 2:00 p.m. Alaska Time on May 19, 2025,** or such later time as the Contract Administrator may announce by addendum to planholders at any time prior to the submittal date. It is the responsibility of the Proposer to submit all solicitation documents, by the advertised deadline. Submitting any response to a solicitation shall be solely at the Proposers risk. The City and Borough of Juneau will attempt to keep all office equipment used in methods of document receipt, in working order but is **NOT** responsible for communications or documents that are late, **regardless of cause.** No Proposer documentation will be accepted as proof of receipt. Prior to any deadline, Proposers are strongly encouraged to confirm receipt of any submitted documents with the City and Borough of Juneau. All electronic submittals must be uploaded as an Adobe Portable Document Format (PDF). Proposers will not secure, password protect or lock uploaded files; the City must be able to open and view the contents of the file. Proposers will not disable or restrict the ability of the City to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches. The City may disqualify any Submittal Response that does not meet the criteria stated in this paragraph.

Disadvantaged Business Enterprises are encouraged to respond.

CONTACT INFORMATION REGARDING ELECTRONIC SUBMITTALS

City and Borough of Juneau, Docks & Harbors
155 Heritage Way
Juneau, AK 99801

The Port Office phone number is 907-586-0292 and fax number 907-586-0295.

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1.0 GENERAL INFORMATION

This Class 3 Request for Proposals (RFP) defines the scope of the project, explains the procedures for selecting a firm to provide the requested services, and defines the documents required to respond to the RFP.

1.1 Purpose

The purpose of this document is to solicit proposals from qualified consultants to provide Design Services for the Aurora Harbor Drive Down Float.

The Class 3 process is used for the acquisition of professional service contracts estimated to be more than \$50,000.

This project may be amended to include additional services.

1.2 Scope of Services

The Consultant shall provide all professional engineering services necessary to prepare complete bid-ready construction drawings, specifications, permits to include NEPA documentation, bid schedule and engineer's estimate to install 48-foot-wide by 120-foot-long, vehicle-accessible Aurora Harbor drive down float, approach dock improvements and vehicle access bridge, consistent with the requirements provided by the Maritime Administration (MARAD). Project Cost Estimates are expected at each design submittal milestone. The consultant shall assist in obtaining all State and local permits necessary for completion of the project including but not limited to a building permit submittal package(s) necessary for obtaining CBJ Development Department permits as required by CBJ.

The site of the work is at Aurora Harbor Small Boat Basin, Juneau, Alaska.

General Design Requirements

- A. The Consultant shall conduct one design workshop open to the public in coordination with the CBJ Docks & Harbors Project Manager. The initial public workshop will be to refine the scope the project prior to 35% design submission.
- B. The Consultant shall work with the CBJ Project Manager to develop conceptual and final project designs which respond to the estimated construction budget. The Consultant shall prepare and submit to the CBJ Project Manager a preliminary construction cost estimate after the scoping meeting. The CBJ Project Manager shall be kept informed of design modifications to the original scope which result in cost increases to the original construction estimate. An upgrade of the construction estimate shall be submitted at each design review meeting.

- C. The Consultant shall ensure that the design remains in conformity with the estimated construction budget. If the design's cost estimate or the construction low bid amount is greater than 10% higher than the available construction budget, the Consultant shall redesign the project to conform to the estimated construction budget at no additional charge to the City. The 2024 estimated construction budget was \$14M.
- D. Given the extreme volatility in the construction materials and labor markets, the consultant shall provide documented correspondence from cranes and electrical components and other long lead time and/or specialty items that could impact schedule and cost. This information shall be presented with the project estimates, expected at 65%, 95% and final, bid ready documents.
- E. The Consultant shall submit to the CBJ Project Manager with the 90% design submittal an estimated construction schedule identifying: the lead times for major procurement items; estimated time duration of primary construction segments; and any mandated shutdowns (i.e., inclement weather, anadromous fish closures, etc.).
- F. The Consultant shall attend all required public meetings and shall be available to present the design and project schedule to the Docks & Harbors at a dated determined by the Port Director.
- G. The Consultant shall research all as-built records, property surveys, and government or private sources necessary to define right-of-way limits, required or existing easement conditions and/or requirements, and existing public and private utility locations. The Consultant's design engineer shall field-verify as-built information used in design.
- H. The Consultant shall conduct all necessary field surveys for design, including a comprehensive as-built survey with elevations and field-located public and private utilities giving particular attention to potential conflicts with all utilities, and to surface and subsurface drainage from adjacent properties. The surveys shall extend up the intersecting streets a sufficient distance to provide a complete assessment of design needs at the intersection and to allow for future utility expansion as applicable. The Consultant shall establish the design control lines at the project site during the design phase. The horizontal and vertical data for the control lines shall be shown on the contract drawings and shall set a minimum of two (2) fixed control points, within sight of each other, for each control line.

- I. The Consultant shall assist CBJ Docks & Harbors in acquiring all required federal, state, local and/or private permits and/or easements for construction and maintenance which result from the Consultant's design, including all NEPA compliance. The Consultant shall notify Docks & Harbors early in the design process of any potential easements or permits. The Consultant shall obtain the CBJ Project Manager's approval before finalizing any design requiring easements or permits. The Consultant shall assist the CBJ Project Manager in preparing any legal documents or permit applications by providing boundary descriptions and drawings, as required by the CBJ Project Manager.
- J. If the project design includes the demolition, construction, or renovation of a building, or other improvements that require a CBJ Building Permit, the Consultant shall be responsible for providing all required information and drawings necessary to obtain the Building Permit. The Consultant shall assist the CBJ Project Manager in providing all requested information to the CBJ Permit Center in order to determine code, zoning, and permitting compliance. Permit fees will be paid by the CBJ.
- K. The Consultant shall provide consulting services through the bid and award phase to answer questions referred to by the Contract Administrator. The Consultant shall attend the Pre-Bid Conference, keeping appropriate notes thereof, and, in cooperation with the CBJ Docks & Harbors, immediately prepare any addenda resulting therefrom for issuance by the City. The Consultant shall attend the Pre-construction Conference to assist the CBJ Project Manager and provide design clarification as requested by the CBJ Project Manager during construction.
- L. The Consultant shall provide design clarification as requested by the CBJ Project Manager during construction. Design Clarification and Verification Requests (DCVR) shall be addressed in a timely manner and at no additional cost to the City. The CBJ Project Manager may authorize additional compensation for DCVR's but not in the instance of a design error.
- M. Bid-ready drawings and technical specifications shall be submitted as described below.
- N. The Consultant shall utilize an internal, proven quality control program for documents presented to the Client at all submittal levels, including consolidated document plan review and corrections with documents from all disciplines integrated and reviewed, prior to submittal.
- O. Bidding, construction administration, and inspection services may be included in the contract by amendment if desired by the Port Director.

Bid-Ready Construction Document Submittal

All contract documents submitted by the Consultant shall conform to current CBJ Engineering Department construction contract format and procedures. The CBJ Engineering Department uses the Construction Specifications Institute (CSI) SectionFormat and PageFormat as designed by "SpecText". In accordance with the SpecText format, the CBJ utilizes the following 3 – Part Section format: Part 1 – General; Part 2 – Products; Part 3 – Execution. Within Parts, the headings and paragraph sub-levels are designed as follows: 1) Part Number.Ascending Number; 2) Capitalized Letter (ascending); 3) Number (ascending); 4) Non-capitalized letter (ascending).

- The CBJ will prepare Division 0 – Bidding and Contract Requirements portion of the contract specifications, excluding the following sections that the Consultant shall provide if applicable to the project:

Section 00005 – Table of Contents (include Drawing index)

Section 00310 – Bid Schedule

Section 00852 – Permits

Section 00853 – Standard Details

Special Provisions – if the Standard Specifications for Civil Engineering Projects and Subdivision Improvements December 2003 Edition with current errata sheets (Standard Specifications) document is referenced.

These “boilerplate” specifications of Division 0 sections are available electronically for Consultants to modify. It is strongly encouraged that the Consultant contact the CBJ Engineering Contracts office to obtain current versions of these specification sections. Additionally, the Consultant shall promptly notify the CBJ Project Manager of any required changes to other Division 0 sections that are specific to the project, including but not limited to, Section 00800 – Supplemental General Conditions.

The Consultant will review the Standard Specifications and prepare a Special Provisions section modifying it as needed for the project.

In addition to preparing the Special Provisions, the Consultant is responsible for preparation and timely submission of all Technical Specifications required for the project. Industry specifications or references that are mentioned in the specifications provided by the Consultant shall, upon request, be made available for review by the CBJ Project Manager.

- Bid-ready construction documents shall be submitted in the following hard copy and electronic formats. Electronic files shall be submitted on a CD and clearly labeled as to its contents.
 - ◆ One set of 8 ½”X11” print-ready (hard copy) technical specifications
 - ◆ One set of 11”X17” print-ready (hard copy) signed, stamped drawings.
 - ◆ Electronic copy of technical specifications in Word and PDF format
 - ◆ Electronic copy of all stamped, signed drawings, individually saved as PDF-formatted files formatted to print on 11”X17” paper.
- The font size on the 11”X17” drawings shall not be less than 10. All drawings and details shall have bar scales. All final design drawings shall be stamped and signed by a professional licensed for the given type of work in the State of Alaska.

All electronic documents shall be created using AutoCAD 2020 and Word 2016. If a more current version of AutoCAD is used to create drawings, all files need to be saved to AutoCAD 2020 and Word 2016. The DWG files shall be saved in a manner such that an 11”X17” size copy can be plotted immediately when the file is opened in AutoCAD without executing any intermediate commands. The Consultant shall bind all external references, if used, and shall ensure that any blocks are in working order. All “plot style” configuration files required to produce

an exact replica of the submitted hard copies shall be included. Viewports in DWG files shall be locked to ensure that the scale remains accurate. In order to condense DWG files to their most efficient size, each file should be purged of all blocks, dim styles, layers, line types, plot styles, shapes, table and text styles that are not being used in the DWG. No files shall be compressed.

1.3 Completion

The initial Consultant services deliverable milestone consisting of the 35% - Level Full Build-out (all phases) Construction Document Submittal, including costs estimates and recommendations construction phasing based on available funding and projected future funding shall be provided August 1, 2025.

The identified initial phase construction bid ready documents shall be provided by October 31, 2025.

1.4 Background

CBJ Docks & Harbor has been seeking opportunities to expand commercial fisheries and maritime transportation amenities for many years. From planning efforts to create beneficial uplands in the 2017 [Downtown Harbors Uplands Master Plan](#) to the ongoing recapitalization of the Aurora Harbor, Docks & Harbors has proactively been pursuing improvement to the downtown small boat harbors thorough federal and state grant opportunities since 2011. In 2024, Docks & Harbors applied for a Maritime Administration (MARAD) Port Infrastructure Development Program (PIDP) grant to construct a vehicle accessible drive down float. The description of the proposed improvement: *the project will build a drive down float and vehicle bridge, as well as incorporate two new 5-ton electric cranes, to serve the commercial fishing fleet and improve freight transportation. The facilities will improve safety, reduce overcrowding, and increase the efficiency of transporting goods between vessels and the road system.* The project will provide greater efficiencies for vessels engaged in commercial marine transportation and commercial fisheries. The submitted CBJ Docks & Harbors' MARAD PIDP grant application can be found on the [Aurora Harbor Drive Down Float project page](#).

1.5 Questions

Questions regarding this proposal should be directed to:

Carl Uchytel, PE, Port Director
Docks & Harbors
76 Egan Dr
Juneau, Alaska 99801

Email: Carl.Uchytel@juneau.gov
Telephone: (907) 586-0294

Office hours are 8:00 a.m. to 4:30 p.m. local time, Monday through Friday.

1.6 Standard Contract Language

Attached to this RFP is the CBJ's standard contract (Attachment 1) which should be carefully reviewed by proposers, as it is the form of agreement that the CBJ intends that the selected Consultant sign upon of acceptance of its proposal.

2.0 Rules Governing Competition

2.1 Pre-Proposal

Proposers should carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP. Proposers should become fully aware of the nature of the services requested and the conditions likely to be encountered in performing the services.

2.2 Proposal Development

The content of proposals will be kept confidential until the selection of the Consultant is publicly announced. All materials submitted in response to this RFP will become the property of the CBJ. Proposals shall be retained for the official files of Docks & Harbors and will become public record after announcement of the successful Proposer. The CBJ reserves the right to reject any or all proposals. Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

This solicitation does not commit CBJ to select any Consultant(s) for the requested services. All costs associated with the respondents' preparations, submission, and oral presentations (if applicable) shall be the responsibility of the Proposer.

Submission of a proposal indicates acceptance by the proposer of all the terms, conditions and specifications contained within the RFP. Proposals must be received no later than the date and time specified in the cover letter. Proposals not received by the date and time specified in the cover letter will not be considered.

2.3 Disclosure of Proposal Contents.

The City and Borough of Juneau, a municipal corporation and political subdivision of the State of Alaska, is subject to the Alaska Public Records Act codified at AS 40.25.100-220, and the public records provisions in the CBJ Charter, section 15.7. The contents of proposals submitted in response to this RFP will be kept confidential until the top ranked proposer is announced. Immediately following the announcement, all proposals become public information. Trade secrets and other proprietary data contained in a proposal may be held confidential, to the extent allowed by law, by the Purchasing Officer, upon request in writing by a proposer. Material considered confidential by the proposer must be clearly identified and marked (page, section, etc) by the proposer, and the proposer must include a brief statement that sets out the reasons for confidentiality. Marking the entire proposal confidential is not acceptable and may be cause for the City to reject your proposal as non-responsive.

3.0 PROPOSAL CONTENT REQUIREMENTS

The response to this RFP shall be in letter form, not more than seven (7) numbered pages in length. The information requested below should be organized in the manner specified in order to achieve a uniform review process and obtain the maximum degree of comparability for the Selection Committee.

- Proposed Method to Accomplish the Project: Proposal shall demonstrate an understanding of the requested scope of services. Include proposed work schedule and methodology for accomplishing the project, showing insight to the specific details of the project. The proposer shall provide detail on their internal QA/QC program and should provide examples of internal review of plans assembled with multiple disciplines and consultants.
- Organization and Capacity of the Firm: Identify the consultant team proposed for this project and demonstrate their ability to perform the desired services within the established schedule. The proposal should discuss the current workload of staff proposed for the requested services.
- Firm's Representation: The proposal shall specify readily available personnel to accomplish the desired services. Key personnel shall be named, their roles within the project clearly identified and the specific hourly rate or job class that each of the key personnel will be billed for this project. Other project commitments of key personnel shall also be identified. The level of involvement should be displayed in a way which is consistent with the scale of the project. The qualifications of personnel shall be included.
- Firm's Experience with Similar Projects: Proposal should include a list of projects of similar scale and scope, succinctly described, that were worked on by the staff proposed for this project.
- Firm's Hourly Rates: Evaluation will be conducted on Proposers inclusion of hourly rates. If the Proposer chooses to submit a rate schedule, rates are to include the hourly rates of pay for any personnel who may be used on this project.

Hourly rates shall include all markups and multipliers. Include a list of reimbursable expenses typical for this type of project. Review the Standard Contract regarding allowable reimbursables.

- Quality of the Proposal: Evaluation will include the clarity and professional quality of the document(s) submitted.
- Licenses: Professional registration in the State of Alaska at the time of proposal submission is required (Alaska Statute 08.48.281). If a corporate license is held, the professional licensed in the State of Alaska (in order to obtain a

corporate license) must be in responsible charge of the project, as well as the professional stamping the work. All survey work involving property or boundary surveys must be stamped by a Professional Land Surveyor licensed in the State of Alaska. All reports prepared by a registered professional licensed in the State of Alaska must be stamped by the registered professional. The proposal must include a statement indicating that all required corporate, all required professional occupational licenses and all other necessary licenses/certifications are currently held. License/certification numbers must be provided.

- Acknowledge Receipt of All Addenda: Failure to acknowledge addenda may result in the proposal being considered non-responsive and subject to rejection.
- Resumes: Resumes may be attached to the proposal as appendices and will not be included in the page count for proposals. ***Limit resume length to one page per person.***

4.0 EVALUATION OF PROPOSALS

4.1 Criteria

Proposals will be evaluated and scored, using the criteria on the EVALUATION/RANKING page, found at the end of this document, in order to ascertain which proposal best meets the needs of the CBJ. The items to be considered during the evaluation and the associated point values are located on the EVALUATION/RANKING sheet at the end of this RFP.

4.2 Evaluation Data

The evaluation Data discussed below is presented in an effort to delineate which criteria will be used to score proposals. Please do not include a separate section in your proposal for Evaluation Data. Much of the information discussed and requested below should be included in the proposal as part of the Proposal Content Requirements discussed in SECTION 3.0 of this RFP.

4.2.1 Proposed Method to Accomplish the Project (30%)

- a. Proposer exhibits a complete understanding of the project scope, schedule, and requested deliverables.
- b. Proposer identifies general or specific problems within the design area and provides solutions and improvements related to the project.
- c. Proposer's quality assurance and control program. Proposer identifies the Quality assurance and Control Program they will utilize on this project and should provide examples of internal review of plans assembled with multiple disciplines and consultants.
- d. Proposer identifies considerations specific to the context, culture, history and community specific interest in the site and proposes how to accomplish work.

4.2.2 Organization and Capacity of Firm (25%)

- a. Identifies organization of a streamlined and efficient project team with the ability to perform services within the desired schedule.
- b. Proposer's experience and performance with similar projects. Provide specific examples.

4.2.3 Relevant Experience and Past Record of Performance (35%)

- a. Team member/personnel qualifications and experience with similar projects.
- b. Past record of performance and willingness to be accountable for and address design oversights and conflicts in a timely manner.

4.2.4 Firm's Hourly Rates (5%)

Submission of proposed hourly rates of pay for any personnel to be used on this project.

4.2.5 Quality of the Proposal (5%)

Proposal clarity, concision, professionalism, and responsiveness to the project needs.

4.3 Evaluation Process

Evaluation of the proposals will be performed by a committee selected by the City and Borough of Juneau – Docks & Harbors. The intent of the CBJ is to make award based on written proposals.

5.0 **SELECTION AND AWARD**

An evaluation committee will review, evaluate, score and rank proposals, in accordance with criteria identified below and the Evaluation/Ranking sheet located at the end of this RFP. Clarification of submitted material may be requested during the evaluation process. Interviews by telephone with top ranked Proposers may also be conducted at the discretion of the evaluation committee. If necessary, in-person interviews will be conducted. Finalists will be notified and informed of interview requirements. In the event of a tie in the ranking totals, only the raw scores of the Proposers who are tied will be totaled to determine the appropriate ranking. The successful Proposer will be invited to enter into contract negotiations with CBJ. Upon conclusion of successful negotiations and compliance with any pre-award obligations, award will be made in the form of a contract and a purchase order, if appropriate, will be sent to the Consultant. If an agreement cannot be reached during the negotiation process, the City will notify the Proposer and terminate the negotiations. Negotiations may then be conducted with the next Proposer in the order of its respective ranking.

6.0 **INSURANCE REQUIREMENTS**

The insurance requirements for this project are specified in Attachment 1 – Sample Contract, under Appendix C.

7.0 PROTESTS

The protest period begins with the posting of a notice of the apparent successful proposer, in the CBJ Purchasing Division.

Protests shall be executed in accordance with CBJ Ordinance 53.50.062 PROTESTS and 53.50.080 ADMINISTRATION OF PROTEST. Copies of the ordinances describing protest procedures are available from the CBJ Purchasing Division, 155 Heritage Way, Juneau, Alaska. Questions concerning protests or protest procedures should be directed to the CBJ Purchasing Officer at 907-586-5215 ext. 4071. CBJ Ordinance 53.50 can be viewed electronically at the following internet address: www.juneau.org/law-department.

8.0 CONSULTANT'S GOOD STANDING WITH CBJ FINANCE DEPARTMENT

Consultants must be in good standing with the CBJ prior to award, and prior to any contract renewals, and in any event no later than **seven business days** following notification by the CBJ of intent to award. **Good standing** means: all amounts owed to the CBJ are current and the Consultant is not delinquent with respect to any taxes, fees, assessment, or other monies due and owed the CBJ, or a Confession of Judgment has been executed and the Consultant is in compliance with the terms of any stipulation associated with the Confession of Judgment, including being current as to any installment payments due; and Consultant is current in all CBJ reporting obligations (such as sales tax registration and reporting and business personal property declarations). Failure to meet these requirements may be cause for rejection of your proposal. To determine if your business is in good standing, or for further information, contact the CBJ Finance Department's Sales Tax Division at (907) 586-5215 for sales tax issues, Assessor's Office at (907)586-5215 for business personal property issues, or Collections Division at (907) 586-5215 for all other accounts.

Section	Criteria - Per SECTION 4.2 of RFP	Criteria Weight	Applied Points	Sub Total
4.2.1	Proposed Method to Accomplish the Project.			
a.	Proposer exhibits a complete understanding of the project scope, schedule, and requested deliverables.	15		0
b.	Proposer identifies general or specific problems within the design area and provides solutions and improvements related to the project.	5		0
c.	Proposer's quality assurance and control program. Proposer identifies the Quality assurance and Control Program they will utilize on this project and should provide examples of internal review of plans assembled with multiple disciplines and consultants.	5		0
d.	Proposer identifies considerations specific to the context, culture, history and community specific interest in the site and proposes how to accomplish work.	5		0
4.2.2	Organization and Capacity of Firm			
a.	Identifies organization of a streamlined and efficient project team with the ability to perform services within the desired schedule.	15		0
b.	Proposer's experience and performance with similar projects. Provide specific examples.	10		0
4.2.3	Relevant Experience			
a.	Team member/personnel qualifications and experience with similar projects.	30		0
b.	Past record of performance, and record accountability for design oversights and conflicts. Record of resolving in a timely manner.	5		0
4.2.4	Firms Hourly Rates Submitted - SCORE APPLIED BY CONTRACTS	5		
4.2.5	Quality of Proposal	5		0
GRAND TOTAL				0

Scoring**No scores using 2, 5, 7, 9**

Outstanding = 10

Adequate to Good = 6, or 8

Marginally Acceptable = 3 or 4

Unacceptable or Poor = 0 or 1

Rate Inclusion 10 or 0 points - Applied by Contracts Division

Evaluator _____

Maximum Score Achievable = 1,000



ATTACHMENT 1

PROFESSIONAL SERVICES CONTRACT

Design Services for Aurora

Harbor Drive Down Float

Contract No. RFP DH25-045

This Agreement is entered into by and between the City and Borough of Juneau, Alaska ("City"), and _____ Company Name _____ whose address is _____ ; Phone and Fax _____ ("Consultant").

Witnesseth:

Whereas, the City desires to engage the Consultant for the purpose of rendering certain professional services, and

Whereas, the Consultant represents that it is in all respects licensed and qualified to perform such services;

Now, Therefore, the parties agree as follows:

1. CONTRACTUAL RELATIONSHIP. The parties intend that an independent Consultant/City relationship will be created by this Contract. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Consultant. Consultant is not considered to be an agent or employee of City for any purpose, and the employees of Consultant are not entitled to any benefits that City provides for City's employees. It is understood that the City does not agree to use the Consultant exclusively. It is further understood that the Consultant is free to contract for similar services to be performed for others while it is under contract with the City.

2. SCOPE OF SERVICE. The Consultant shall carry out in a professional and prudent manner all of the services required by the Contract. These services include all of the services described in Appendix A. Consultant will diligently proceed with the Scope of Services, and will provide such services in a timely manner.

3. PERSONNEL, EQUIPMENT, SUPPLIES, AND LICENSES.

(A) Except as noted in Appendix A, the Consultant represents that it has or will secure at its own expense all personnel, equipment, and supplies required in performing the services under this Contract.

(B) All of the services required hereunder will be performed by the Consultant or under its supervision.

(C) None of the work or services covered by this Contract shall be subcontracted without prior written approval of the Contract Administrator.

(D) Consultant warrants that it is fully licensed under all applicable local, state, and federal laws

Attachment 1 – Standard Contract

Contract No. RFP DH25-045

Design Services for Aurora Harbor Drive Down Float

Page 1 of 8

to perform the services to be provided hereunder.

4. TIME OF PERFORMANCE. The services of the Consultant are to commence after the execution of the Contract and issuance of Notice to Proceed and Purchase Order. All work shall be completed no later than the time specified in Appendix A. Amendment to this Contract may be made upon mutual, written agreement prior to the contract expiration date.

5. REPORTING. Except as authorized within Appendix A, the City's primary representative for this Contract shall be Jason Hoffbauer. The City Manager shall be an alternate representative. The City shall not be liable for Consultant's expenses incurred in reliance on directions received from any other municipal officer or employee. The Consultant's representative shall be _____.

6. COMPENSATION. The City agrees to pay the Consultant according to the schedule attached as Appendix B. The Consultant's estimated fee schedule is attached to Appendix B.

7. TERMINATION OF CONTRACT FOR CAUSE. If, through any cause, except causes beyond the control of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract; or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least ten days before the effective date of such termination. In that event, all finished or unfinished documents, or other data, in whatever form, prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials, not to exceed the Contract amount.

8. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate this Contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least thirty days before the effective day of such termination. In that event, all finished or unfinished documents and other materials as described in paragraph 7 above shall, at the option of the City become its property, and the Consultant will be paid an amount not to exceed the sum set forth in Appendix B for work satisfactorily completed on or before the date of termination, less payments of compensation previously made.

9. CONTRACT AGREEMENT. All parties mutually agreed to the terms of this Contract. The Contract should not be construed in favor of or against any party. This Contract contains the entire agreement between the parties; there are no other promises, terms, conditions, or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

10. CHANGES. The City may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, must be mutually agreed upon in writing before they will be regarded as part of this Contract.

11. EQUAL EMPLOYMENT OPPORTUNITY. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

12. CONFLICTS OF INTEREST. Consultant agrees that no employee of the City who has exercised or will exercise any authority over the specifications, procurement, supervision or payment for this Contract, and no member of the employee's immediate family, has had or will

have any direct or indirect financial interest in this Contract. If the Consultant learns of any such interest, the Consultant shall without delay inform the City Attorney or one of the officers specified in Paragraph 5.

13. ETHICS. Consultant shall discharge its duties fairly, impartially and maintain a standard of conduct that competently serves the City and the interests of the City. Consultant shall at all times exercise unbiased judgment when performing its duties under this contract.

14. PUBLIC RELATIONS. Consultant shall issue press releases, respond to press inquiries, make public speeches, appear on broadcast media or otherwise engage in public relations regarding the project only with the specific approval of the CBJ Project Manager.

15. ELECTED OFFICIALS. The Consultant shall respond to project-related inquiries from elected officials by providing impartial, factual information, but shall not initiate contact or attempt to persuade an elected official to agree with any viewpoint or to take any official action. The Consultant will promptly notify the Project manager of any request by an elected official for project-related information.

16. ASSIGNABILITY. The Consultant shall not assign any interest in this Contract and shall not transfer any interest in the same without the prior written consent of the City; however, claims for money due or to become due to the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution without approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

17. FINDINGS CONFIDENTIAL. Any information given to or prepared by the Consultant under this Contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

18. IDENTIFICATION OF DOCUMENTS. All reports, maps, and other documents completed as a part of this Contract, other than documents exclusively for internal use within the City, shall carry a City notation or logo as directed by the City.

19. PUBLICATION, REPRODUCTION, AND USE OF MATERIALS. No services, information, computer program elements, reports or other deliverables which may have a potential patent or copyright value produced in whole or in part under this Contract shall be subject to copyright in the United States or any other country.

If a copyright applies by law to the work produced under this Contract, that copyright will either be signed over to the City or the City will be given unrestricted license to the copyright. The City shall have unrestricted license to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. If this Contract includes architectural and/or engineering design services, any use of the design features or details produced under this Contract on other City facilities will be at the City's risk.

20. RECORDS. During performance and after termination of this Contract, each party shall make available to the other party for inspection and copying, all records, whether external or internal, having any relevance to this Contract.

21. INSURANCE REQUIREMENTS . Consultant has secured and agrees to keep and maintain in full force and effect, at its own expense, the insurance approved by CBJ Risk Management as outlined in Appendix C. At least 30 days prior to the cancellation, non-renewal or reduction in the amount of coverage, Consultant shall provide written notice to the CBJ's Risk

Management. The Consultant's insurance shall be primary and any insurance maintained by the CBJ shall be non-contributory. If the Consultant maintains higher limits than shown below, the CBJ shall be entitled to coverage for the higher limits maintained by the Consultant.

22. INDEMNIFICATION AND HOLD HARMLESS. The Consultant agrees to defend, indemnify, and hold harmless CBJ, its employees, and authorized representatives, with respect to any action, claim, or lawsuit arising out of or related to the Consultant's negligent performance of this contract without limitation as to the amount of fees, and without limitation as to any damages, cost or expense resulting from settlement, judgment, or verdict, and includes the award of any attorney's fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law, meaning that if there is a claim of, or liability for, a joint act, error, or omission of the consultant and the CBJ, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. This agreement is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this contract. CBJ shall notify Consultant in a timely manner of the need for indemnification, but such notice is not a condition precedent to Consultant's obligations and may be waived where the Consultant has actual notice.

23. CHOICE OF LAW; JURISDICTION. This Contract shall be governed by the laws of the State of Alaska. Jurisdiction shall be in the State of Alaska, First Judicial District.

24. SUCCESSORS. This Contract shall be binding upon the successors and assigns of the parties.

25. PRECEDENCE OF DOCUMENTS. In the event of a conflict between the provisions of this document and its appendices, the order of precedence shall be this document, Appendix A, Appendix B and Appendix C.

In Witness Whereof the parties have affixed their signatures the date first above set out: _____

CITY AND BOROUGH OF JUNEAU

Carl Uchytel, P.E. Date
Port Director

Company name

Name Date
Rank [i.e. President]
email

Approved as to content:

Matthew Sill, P.E. Date
Project Manager

406900101 411030120 5390

APPENDIX A: SCOPE OF SERVICES
Design Services for Aurora
Harbor Drive Down Float
Contract No. RFP E25-xxx

See Scope of Services in RFP .

PERSONNEL: The Consultant's primary personnel for this work will be:

The Consultant shall provide 35% Level Full Build Out (all phases) Construction Document Submittal shall be submitted by June 1, 2025, and 100 % bid ready documents shall be submitted by September 30, 2025.

This contract expires on December 31, 2025, unless an amendment changing this date is fully executed prior to December 31, 2025.

STANDARD CONTRACT

APPENDIX B: COMPENSATION
Design Services for Aurora
Harbor Drive Down Float
Contract No. RFP E25-xxx

Amount of Payment

Lump Sum

Consultant shall be compensated a lump sum amount of \$____ for satisfactory performance of all [or specific services] services described in this contract.

Time and Materials

Consultant shall be compensated based on time and materials, a not-to-exceed amount of \$__ for satisfactory performance of ____ services described in this contract.

Hourly rates shall remain the same for the life of this contract including all amendments, unless the Consultant requests a rate increase. Hourly rate increases may be negotiated on a yearly basis and shall not exceed the percentage increase of the Anchorage Consumer Price Index.

The total Contract amount shall be \$

Method of Payment

Monthly Payable within 30 days of receipt of an invoice approved by the project manager and progress report stating the amount of services completed.

Consultant Invoice Requirements

- Itemized invoices must be submitted that indicate the services performed.
- Invoices for this contract must be submitted separately from invoices for services performed under any other contract(s).
- Invoices must include the CBJ Contract Number and Purchase Order numbers.

Compensation Based on Time and Materials

If compensation is based on time and materials, the following shall apply:

Compensation shall be computed based on the hourly billing rates, approved by the CBJ Project Manager, times the actual number of hours spent in the performance of services. The hourly billing rate for each employee is the amount to be paid to the Consultant, and is full compensation for all salary, benefits, taxes, overhead and profit. There shall be no additional compensation for overtime, weekend, or holiday work.

Compensation for subconsultants shall be equal to the amounts actually paid to sub-consultants hereunder plus a negotiated mark-up percentage.

Compensation for expenses shall be an amount equal to reimbursable expenses approved in advance by the CBJ Project Manager, necessary and reasonably incurred and actually paid by

the Consultant in the performance of the services hereunder. No markup allowance is allowed. Reimbursable expenses are expenses that are unique to the performance of the services under the Contract and generally contemplate the purchase of outside ancillary services, such as mailing and delivery charges for submittal of drawings, specifications and reports, long distance telephone calls, rentals of equipment, travel and local transportation, meals and lodging on overnight trips.

Reimbursable expenses do not include expenses that are usually and customarily included as part of the Consultant's overhead. For the purposes of this Agreement reimbursable expenses do not include amounts for typing, utilization of computer systems, computer aided design and drafting (CADD), cameras, recording or measuring devices, flashlights and other small, portable equipment, safety supplies, phones, telephone calls, electronic messaging including FAX, Telex and telegrams, or expendable office supplies. Unless otherwise indicated, required insurance is not a reimbursable expense.

The Consultant shall obtain the CBJ Project Manager's written approval prior to making expenditures for reimbursable expenses in excess of \$500 per specific expenditure and for all overnight trips which are reimbursable expenditures as set forth above. The Consultant shall substantiate all billings for reimbursable expenses in excess of \$25 with receipted bills and provide said receipts with the appropriate billing.

The Consultant shall keep, and cause any sub-consultants to keep, daily records of the time spent in the performance of services hereunder by all persons whose billing rates will be the basis for compensation as well as records and receipts of reimbursable expenditures hereunder. Failure to do so shall be a conclusive waiver of any right to compensation for such services or expenses as are otherwise compensable hereunder.

The CBJ shall have the right to inspect all records of the Consultant, and of any sub-consultants, pertaining to this project. Records shall be maintained by the Consultant and sub-consultants for a period of three years after completion of services.

When travel is necessary as part of the professional services to be provided, the following shall be followed:

- ◆ Airline tickets should be purchased at the 14 day advanced purchase price. The CBJ will not pay for First Class travel. Any deviation shall be approved in writing in advance by the CBJ Project Manager.
- ◆ Per diem meal allowance shall be: \$60.00 (\$12.00 for breakfast, \$16.00 for lunch and \$32.00 for dinner).
- ◆ The Consultant shall stay at the hotel with a daily rate not to exceed \$150.00.
- ◆ Travel agent fees, tips, alcohol or bar tabs shall not be paid by the CBJ.
- ◆ Car rental, parking, and taxi fees shall be reasonable and not excessive. This reimbursement is for services in Juneau only. Parking fees, etc. outside of Juneau will not be reimbursed.

APPENDIX C: INSURANCE REQUIREMENTS
Design Services for
Aurora Harbor Drive Down
Float Contract No. RFP
DH25-045

The Consultant must provide certification of proper insurance coverage and amendatory endorsements or copies of the applicable policy language affecting coverage required in this agreement to the City and Borough of Juneau. Failure of the City to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of the Consultant to maintain the insurance required by this contract.

Consultant agrees to maintain insurance as follows at all times while the contract is in effect, including during any periods of renewal.

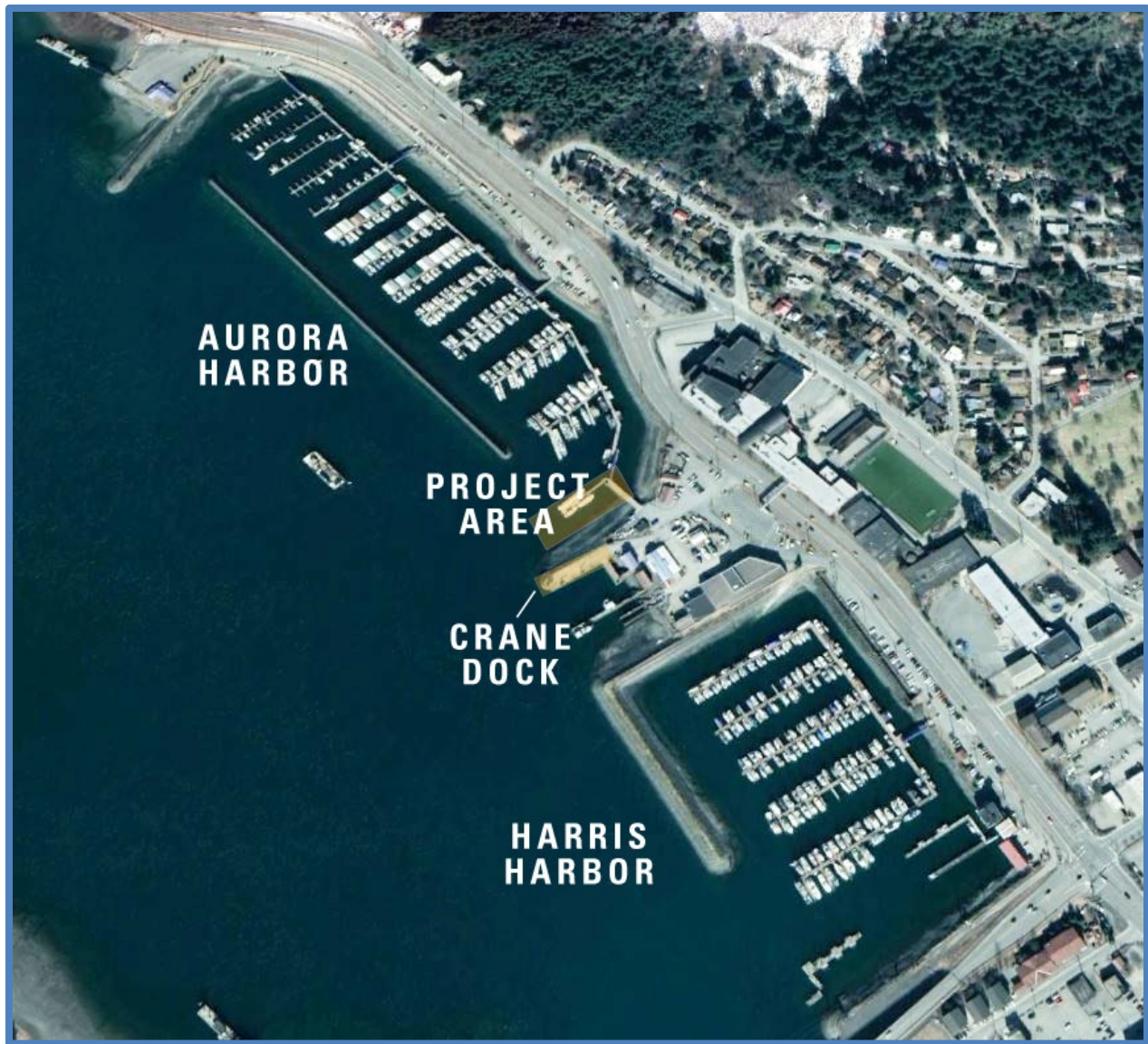
Commercial General Liability Insurance. The Consultant must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against the Consultant. This amount must be at least one million dollars (\$1,000,000.00) per occurrence, and two million dollars (\$2,000,000.00) aggregate.

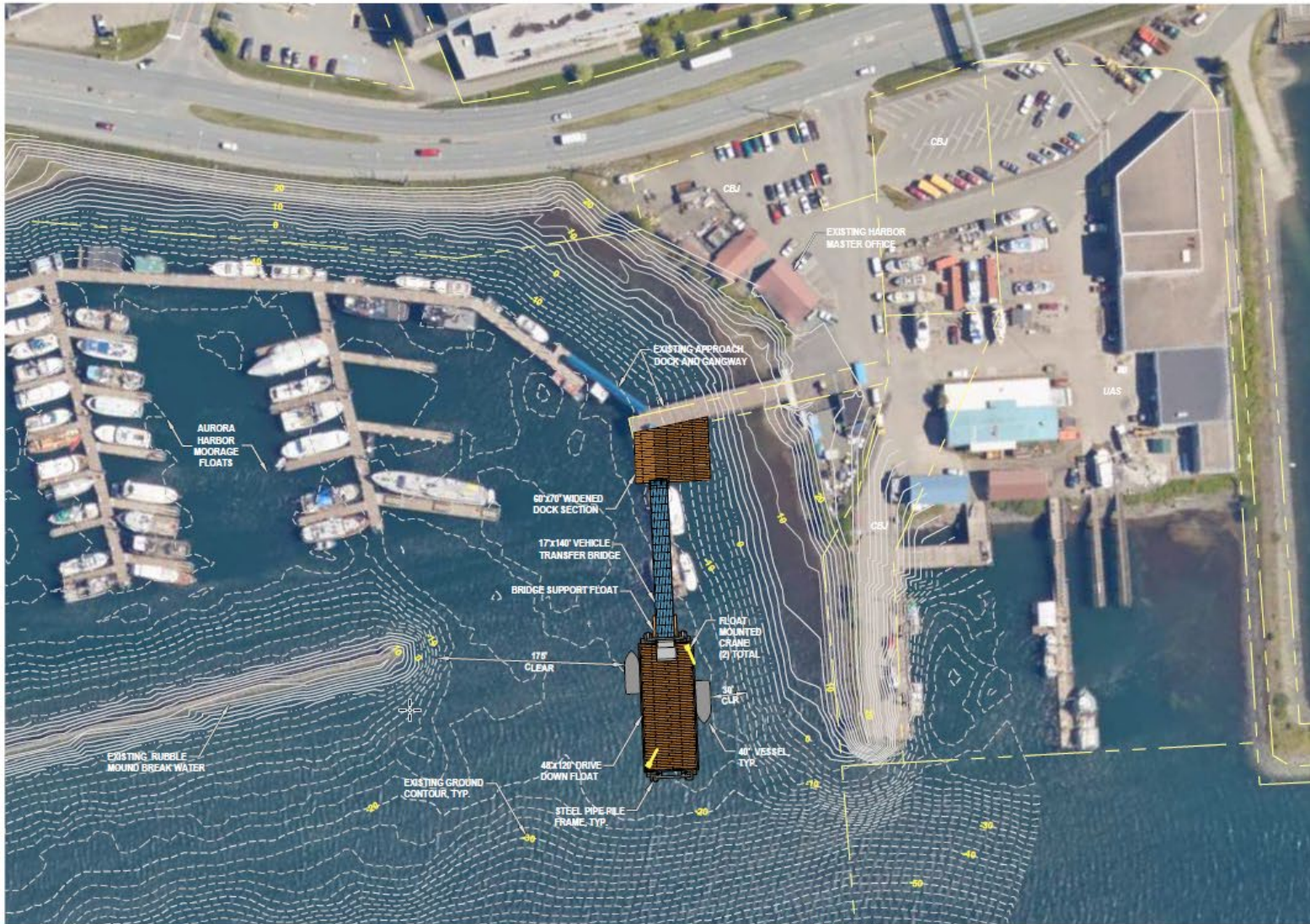
This insurance policy is to contain, or be endorsed to contain, additional insured status for the CBJ, its officers, officials, employees, and volunteers. If Additional insured status is provided in the form of an endorsement to the Contractor's insurance, the endorsement shall be at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Professional Liability Insurance. The Consultant must maintain Professional Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) aggregate to protect the Consultant from any claims or damages for any error, omission, or negligent act of the Consultant, the Consultant's firm and employees. This requirement applies to the Consultant's firm, the Consultant's subcontractors and assignees, and anyone directly or indirectly employed to perform work under this contract.

Workers Compensation Insurance. The Consultant must maintain Workers Compensation Insurance to protect the Consultant from any claims or damages for any personal injury or death which may arise from services performed under this contract. This requirement applies to the Consultant's firm, the Consultant's subcontractors and assignees, and anyone directly or indirectly employed to perform work under this contract. The Consultant must notify the City as well as the State Division of Workers Compensation immediately when changes in the Consultant's business operation affect the Consultant's insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of one million dollars (\$1,000,000.00) per injury, and one million dollars (\$1,000,000.00) policy limits. **If the Consultant is exempt from Alaska Statutory Requirements, the Consultant will provide written confirmation of this status in order for the City to waive this requirement. The policy shall be endorsed to waive subrogation rights against the City.**

Comprehensive Automobile Liability Insurance. The coverage shall include all owned, hired, and non-owned vehicles to a one million dollar (\$1,000,000.00) combined single limit coverage.





REVISIONS					
REV	DATE	DESCRIPTION	DWN	CHK	APP

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

DES
 CHK
 APP



Port of Juneau

155 Heritage Way • Juneau, AK 99801
(907) 586-0292 Phone • (907) 586-0295 Fax

POSTED/EMAILED
May 27, 2025

POSTING NOTICE

RFP No. : DH25-045

Professional Services for Aurora Harbor Drive Down Float Design

TO: Respondents to RFP DH25-045

This notice is to give results of proposal evaluations for the above referenced project. Proposals were received from two consultants: KPFF and PND Engineers, Inc. CBJ Docks and Harbors appreciates your participation in the subject RFP. Thank you for your interest.

Based on the total of the raw scores, the apparent successful proposer is PND Engineers Inc.

Proposer	Evaluator #1 Raw Score	Evaluator #2 Raw Score	Evaluator #3 Raw Score	Evaluator #4 Raw Score	Ranking
KPFF	830	670	750	830	2
PND Engineers, Inc.	940	830	970	940	1

This notice begins the protest period per Purchasing Code 53.50.062. Protests will be executed in accordance with CBJ Ordinance 53.50.062 "Protests", and 53.50.080 "Administration of Protest." The CBJ Purchasing Code is available online at: <http://www.juneau.org/law> or from the CBJ Docks and Harbors at 907-586-0292.

Carl Uchytel
Carl Uchytel, P.E.
Port Director

Recorder return to: City and Borough of Juneau
Attn: Carl Uchtyl
155 Heritage Way
Juneau, AK 99801

GOLDBELT TRAM LEASE AGREEMENT
FOR APPROXIMATELY 10,000 SQUARE FEET WITHIN LOTS 1 AND 2A,
DOCKSIDE SUBDIVISION AND LOTS 13B, 16, 17, BLOCK 83, TIDELANDS AND AIR
RIGHTS OF APPROXIMATELY 21,815 SQUARE FEET.

PART I. PARTIES. This lease is between the City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska, hereafter “CBJ” or “Lessor,” and Goldbelt Aerial Tramway, LLC, hereafter “Lessee.”

PART II. LEASE ADMINISTRATION. All communication about this lease shall be directed as follows, any reliance on communication with a person other than listed below is at the party’s own risk.

CBJ:

Attn: Carl Uchtyl, Port Director
Docks and Harbors Department
City and Borough of Juneau
155 Heritage Way
Juneau, AK 99801
Phone: (907) 586-0292
Email: Carl.Uchtyl@juneau.gov

Lessee:

Attn: Steven Sahlender
Goldbelt Aerial Tramway, LLC
3025 Clinton Drive
Juneau, AK 99801
Phone: (907) 790-4990
Email: steven.sahlender@goldbelt.com

PART III. LEASE DESCRIPTION. This lease agreement is identified as the **Goldbelt Tram Site Lease (the “Lease”)**. The following appendices are attached and are considered part of this Lease as well as anything incorporated by reference or attached to those appendices.

- Appendix A: Property Description & Additional Lease Provisions
- Appendix B: Lease Provisions Required by CBJ 53.20
- Appendix C: Standard Provisions
- Appendix D: Ordinance 2015-06

If in conflict, the order of precedence shall be: this document, Appendix D, A, B, and then C.

PART IV. LEASE EXECUTION. The CBJ and Lessee agree and sign below. This Lease is not effective until signed by the CBJ.

CBJ:

Date: _____

By: _____

Carl Uchtyl, Port Director
CBJ Docks and Harbors

Lessee:

Date: _____

By: _____

McHugh Pierre, President & CEO
Goldbelt Aerial Tramway LLC

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

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

LESSEE ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

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

Notary Public in and for the State of Alaska
My Commission Expires:

Approved as to Form: _____, Law Department

**APPENDIX A:
PROPERTY DESCRIPTION & ADDITIONAL LEASE PROVISIONS**

1. DESCRIPTION OF PROPERTY

Subject to the terms and conditions of this Lease, the CBJ hereby leases to Goldbelt Aerial Tramway, LLC certain real property including the **lower tram terminal site, of approximately 10,000 square feet within Lots 1 and 2A, Dockside Subdivision and lots 13B, 16, 17, Block 83, Tidelands, and an air rights easement over other described lands ascending the lower slopes of Mount Roberts across South Franklin Street of 21, 815 square feet**, depicted in Exhibit A (attached and incorporated herein by reference), and further described as follows:

Legal Description Lease Area:

Lot 13B, Block 83, TIDELANDS ADDITION TO JUNEAU, according to Plat 355, Records of the Juneau Recording District, First Judicial District, State of Alaska, excepting therefrom that portion conveyed to the State of Alaska in Corporate Warranty Deed recorded April 18, 1997 In Book 469 Page 777; AND

That portion of Lot 16, Block 83, TIDELANDS ADDITION TO JUNEAU, according to Plat 340, lying Northwesterly of Dockside Subdivision, Records of the Juneau Recording District, First Judicial District, State of Alaska; AND

That portion of Lot 17, Block 83, TIDELANDS ADDITION TO JUNEAU, according to Plat 340, lying Northwesterly of Dockside Subdivision, Records of the Juneau Recording District, First Judicial District, State of Alaska; AND

Lot 1, DOCKSIDE SUBDIVISION, according to Plat 89-9, Records of the Juneau Recording District, First Judicial District, State of Alaska, excepting therefrom that portion conveyed to the State of Alaska in Corporate Warranty Deed recorded April 18, 1997 In Book 469 Page 777; AND

Lot 2A, DOCKSIDE SUBDIVISION, according to Plat 91-71, Records of the Juneau Recording District, First Judicial District, State of Alaska, excepting therefrom that portion conveyed to the State of Alaska in Corporate Warranty Deed recorded April 18, 1997 In Book 469 Page 777; AND

Commencing at Corner No. 1 "IT" Lode, Mineral Survey No. 1027 A; thence along the Southeasterly boundary of said "IT" Lode S 47°54'00"W 336.38 feet to the Easterly most corner of this description, the true point of beginning; thence continuing along the aforementioned Southeasterly boundary of the "IT" Lode S47°54'00"W 79.94 feet to the Southerly most corner of this description; thence departing the Southeasterly boundary crossing through the "IT" Lode the following courses; N50°35'39"W 73.46 feet; S87°39'15"W 233.44 feet to the Southwesterly most corner of this description; thence continuing N2°18'27"W 100.00 feet to the Westerly most corner of this description; thence continuing N 87°39'15"E 101.68 feet; N47°39'20"E 16. 73 feet; N42°20'40"W 93.18 feet; N47°39'20" E 105.00 feet to the Northerly most corner of this description; thence continuing S42°20'40"E 222.71 feet;N47°39'20"E 5.37 feet; S42°20'40"E 104.78 feet to the true point and place of beginning. Records of the Juneau Recording District, First Judicial District, State of Alaska; AND

Aerial Tram Route Centerline ("E" Alignment)

A certain tract of land lying and being situate within Mineral Survey No. 1027 A, known as the "IT" Lode, said parcel lying and being situate within protracted Sections 24, T41S, R67E, CRM, Juneau Recording District, First Judicial District, State of Alaska, more particularly described as follows:

Beginning at U.S.L.M. No. 1 cor. monument; thence N3°49'55"E 7,566.04 feet to Cor. No. 1, "IT" Lode; Mineral Survey No. 1027 A, the true point of beginning; thence N41°57'00"W 598.10 feet to Cor. No. 4, "IT" Lode; thence S47°54'00"W 1,500.00 feet to Cor. No. 3, "IT" Lode; thence S41°57'00"E 598.10 feet to Cor. No. 2, "IT" Lode; thence N47°54'00"E 1,500.00 to Corner No. 1, "IT" Lode, the true place of beginning.

Aerial Rights, Tram Centerline within the "IT" Lode:

From which and air rights easement to a strip of land 100 feet in width, lying and being situate within MS 1027A, "IT" Lode, said strip of land being 50 feet wide on each side of parallel with and adjacent to the following described centerline of a proposed aerial tramway, being more particularly described as follows:

Beginning at Cor. No. 4, "IT" Lode, Mineral Survey 1027A; thence S47°54'00"W 966.07 feet along the line 4-3, "IT" Lode to a point intersecting the centerline of a proposed aerial tramway, said point also being the true centerline point and place of beginning for the 100 foot wide strip of land; thence along said tram centerline N87°47'30"E 556.91 feet to the tram centerline terminus and point of beginning for the upper tram terminal building.

In addition, the aerial tram platform walkway begins N2°10'15"E 50.00 feet from the aerial tram's centerline terminus; thence by metes and bounds; S87°47'30"W 32.00 feet; thence N2°10'15"E 39.18 feet; thence N87°49'45"E 4.44 feet to the tram terminal lease line; thence along the tram terminal lease line S49°41'30"E 161.08 feet; thence S69°21'15"W 96.41 feet to the SE Cor. terminus of the trams aerial rights easement; thence N2°10'15"E 50.00 feet to the tram terminus centerline position. Records of the Juneau Recording District, First Judicial District, State of Alaska; AND

Air Rights Easements for an Aerial Tram Route Centerline

A certain tract or parcel of land lying and being situated within fractions of the "B", "F", "H" and "P" Millsites, Mineral Survey No. 982B, said parcel lying and bearing situate within protracted Sections 23 & 24, T41S, R67E, CRM, Records of the Juneau Recording District, First Judicial District, State of Alaska, described as follows:

Beginning at Car. 1, "8" Millsite, M.S. No. 9828, from which U.S.L.M. No. 1 bears S11°23'15"E 7,340.69 feet; thence N51°56'30"W 143.08 feet along the line 1-4, "B" Millsite to a point intersecting the centerline of a proposed aerial tramway, said point also being the true centerline point and place of beginning for a 100 foot wide strip of land, 50 feet each side of parallel and adjacent to the following described tram centerline to wit; S87°47'30"W 806.08 feet through fractions of "B", "F", "G" and "P" Millsites to a point intersecting Line 8-9, U.S. Survey No. 7a (Amended).

2. AUTHORITY

This Lease is entered into pursuant to the authority of City Code CBJC 85.02.060(a)(5) and CBJ Chapter 53.20; and CBJ Ordinance No. 2025-___ presented to the Assembly on ___, 2025. Should the Assembly fail to pass Ordinance No. 2025-___ or Ordinance No. 2025-___ fails to take effect, this lease is void.

3. TERM

The effective date of this lease shall be the date this lease is signed by the City. This lease revokes all prior leases between the parties. The term of the lease is 35 years, commencing on the effective date of the lease, unless terminated earlier by mutual written agreement or by either party pursuant to the terms of

this Lease.

4. LEASE PAYMENTS AND ADJUSTMENTS

(a) Base rent shall be set at nine percent (9%) of the appraised value of the Leased Premises, including air rights, without consideration of lease restrictions.

(b) Base rent for City fiscal years 2026 through 2030 (the period from July 1, 2025 through June 30, 2030) is \$272,007 per year beginning on the effective date. The base rent will be adjusted by the Consumer Price Index – Urban Alaska (CPI) as reported by the Alaska Department of Labor and Workforce Development each fiscal year beginning July 1, 2026.

(c) Beginning with the first year after the initial five-year period of the term, the Port Director will re-evaluate and adjust the annual lease payment for the Leased Premises for the next five-year period of this lease, and then every five years thereafter, pursuant to Appendix B, Section 3(2) of this lease, CBJ 53.20.190(2), CBJ 85.02.060(a)(5), and the Docks and Harbors lease administration regulations, 05 CBJAC Chapter 50. The new annual lease payment amount shall be paid retroactively to the beginning of that lease payment adjustment period.

(d) Lessee shall pay all appraisal costs associated with re-evaluating and adjusting the annual lease payment.

(e) The basis of the appraisal shall be the fair market value of the unimproved land of the Leased Premises, including the Air Rights Easements at its highest and best use. The appraisal shall not consider any buildings or structural improvements above or below ground, landscaping, or paving. The appraisal shall consider the Leased Premises as unimproved land without consideration of any lease restriction.

(f) The Port Director will have a certified appraiser provide an appraisal 90 days before the date of the five-year adjustment period for setting the rent. Should an appraisal dispute arise, Lessee shall pay for an appraisal and have the appraisal undertaken in accordance with the requirements set out in 05 CBJAC 50.050. Upon completion of the second appraisal the following resolutions will arise depending on the differences in the amount of the two appraisals for purposes of setting the rent:

(i) Less than 15 percent difference. If the difference between the Docks and Harbors appraisal and the Lessee's appraisal (with difference calculated from the higher of the two appraisals) is less than 15 percent, then the fair market value for rent calculations will be an average of the Docks and Harbors appraisal and the Lessee's appraisal.

(ii) More than 15 percent difference but less than 35 percent difference. If the difference between the Docks and Harbors appraisal and the Lessee's appraisal (with difference calculated from the higher of the two appraisals) is more than 15 percent but less than 35 percent, then the parties shall engage in the cost of a third independent certified appraiser. If the third independent appraisal is higher than the high initial appraisal, the high initial appraisal provides the appraised amount for setting the rent. If the third independent appraisal is lower than the low initial appraisal, then the low initial appraisal provides the appraised amount for setting the rent. If the third independent appraisal is in between the high initial appraisal and the low initial appraisal, then the fair market value outlined in the third appraisal provides the appraised amount for setting the rent. The third-party independent appraiser shall be selected jointly by the two appraisers conducting the initial appraisal. If they fail to agree on a third appraiser within thirty (30) days, each party will submit to the Lessor and Lessee a list of their top five appraisers with the top match from each being selected. If there is no overlap in the initial list of appraisers, the process of submitting five appraisers will continue until a selection occurs.

(iii) More than 35 percent difference. If the difference between the Docks and Harbors appraisal and the Lessee's appraisal (with the difference calculated from the higher of the two appraisals) is greater than 35 percent, the Docks and Harbors board shall pay for an additional appraisal by a third independent certified appraiser and have that appraisal undertaken in accordance with 05 CBJAC 50.050. After reviewing the additional appraisal, the Docks and Harbors board shall establish the fair market value of the Leased Premises to calculate the lease rent. If the lessee disagrees with the amount, the lessee may appeal to the Assembly. The decision of the Assembly shall be final.

(g) In this section, "certified appraiser" means a regular member of the Society of Real Estate Appraisers or the American Institute of Real Estate Appraisers (or the successor body of either group) who has been properly designated MAI or any future similar designation which denotes proficiency in the appraisal of commercial-real property and who is listed as qualified by the Alaska Department of Natural Resources. Additionally, the third independent appraiser must be selected from a firm which did not participate in the initial appraisals.

5. AUTHORIZED USE OF LEASED PREMISES

The Leased Premises are to be used solely for the operation, maintenance, and repair of an aerial tramway base terminal and associated structures and uses in a manner that does not cause interference to the CBJ or third party users in the vicinity of the Leased Premises, and as provided in this Lease. As used herein, "associated structures and uses" means:

- a. a waiting room;
- b. a ticket office;
- c. public restrooms; lessee shall provide public restrooms as specified by the planning commission;
- d. an area for the exhibition of tram models, photographs, and similar historical and explanatory materials;
- e. administrative space; and
- f. retail space, with this use being at Goldbelt's discretion.

The Leased Premises shall be used only for purposes within the scope of the application and the terms of the Lease, and in conformity with the provisions of the City and Borough Code, and applicable state and federal laws and regulations. Use or development for other than the allowed uses shall constitute a violation of the Lease and subject the Lease to cancellation at any time.

- 1) Tramway Specifications. All uphill equipment and systems shall be properly certified as being in accordance with the American National Standards Institute's Safety Requirements for Aerial and Surface Passenger Tramways and Surface Tows (B77.1) A complete set of drawings, specifications, and records for each lift shall be maintained by the Lessee and made available to Lessor upon request. These documents shall be retained by Lessee for a period of three years after removal of the system from the Leased Premises.
- 2) Plan Preparation and Certification. All plans for development, layout, construction, reconstruction or alteration of improvements on the site, as well as revisions of such plans, must be prepared by a licensed engineer, architect, or other qualified individual acceptable to Lessor's authorized officer. Design and construction specifications of buildings must be prepared and certified by an architect licensed in the State of Alaska. Plans and specifications for tramway mechanical and cable systems must be prepared and certified by a mechanical engineer licensed in the State of Alaska. Such plans must be accepted by Lessor's authorized officer before the commencement of any work. Lessee may be required to furnish as-built plans, maps, or surveys upon the completion of construction.
- 3) Preconstruction and Construction Supervision. Preconstruction and construction activities must be

personally supervised by a qualified representative of Lessee, approved by Lessor's authorized officer. In the event that the Lessee's designated representative is unavailable, Lessee must either immediately designate a similarly qualified individual (and immediately seek approval by Lessor's authorized officer for the change) or all work must stop. In addition, Lessee must provide for all major construction activities to be supervised by a qualified engineer or architect licensed in the State of Alaska who is experienced in commercial construction. Construction of aerial passenger tramways must be supervised by an engineer qualified and experienced in this type of construction. Construction activities within the Lease site shall be minimized throughout the period of May through September to prevent disruption of tourist use of the cruise ship terminal. A detailed construction mobilization and staging plan shall be submitted to Lessor for approval.

4) Operations.

- a) Lessee shall maintain its facilities, improvements and operations on the Leasehold Lands to standards of repair, orderliness, neatness, sanitation, and safety generally applicable to general industry standards.
- b) A qualified representative(s) of Lessee, approved in advance by Lessor's authorized officer, shall conduct and manage all operations, services and facilities authorized by the Lease.
- c) The designated, approved representative(s) of Lessee shall be present at the resort, on or adjacent to the Leased Lands, at all times when the facilities authorized by the Lease are open to the public.
- d) The tramway shall be operated and maintained in accordance with the American National Standards Institute's Safety Requirements for Aerial and Surface Passenger Tramways and Surface Tows (B77.1)

5) Lift Inspections. Lessee shall have all passenger tramways inspected by a qualified mechanical engineer or tramway specialist registered in the State of Alaska. Inspections shall be made in accordance with the American National Standards Institute's Safety Requirements for Aerial and Surface Passenger Tramways and Surface Tows (B77.1) A certificate of inspection, signed by an officer of Lessee, attesting to the adequacy and safety of the installations and equipment for public use, shall be received by Lessor prior to public operation. Lessee shall make the certificate available to Lessor upon request and shall post the certificate in a conspicuous location available to the general public.

6) Damage to or Destruction of Improvements. In the event that any buildings, facilities, or improvements constructed or managed by Lessee located on the Leasehold Lands are declared unsafe or unfit for use or occupancy, Lessee shall immediately commence and diligently pursue to completion the necessary repair, replacement or reconstruction.

7) Operating Plan. Lessee or its designated representative shall prepare and annually revise by September 30 of each year an Operating Plan. The Operating Plan shall be prepared in consultation with the Lessor's authorized officer and cover winter and summer operations as appropriate. The provisions of the Operating Plan and the annual revisions submitted by Lessee shall become a part of the Lease. The Operating Plan shall consist of at least the following sections:

- a) First aid.
- b) Communications.
- c) Signs.
- d) General safety and sanitation.
- e) Erosion control.

- f) Accident reporting.
 - g) Search and rescue.
 - h) Designation of representatives.
 - i) Lift system operation.
 - j) Public access.
 - k) An updated organization chart with names and qualifications of managers,
 - l) Employee safety plan.
- 8) Refuse Disposal. Lessee shall dispose of solid waste resulting from activities on the Leasehold Lands, including materials, garbage, rubbish of all lands, by hauling the waste to an approved transfer site or sanitary landfill disposal area.
- 9) Temporary Suspension. Lessor reserves the right pursuant to law to suspend Lessee's operations, in whole or in part, in response to an immediate and direct threat to public health on municipal lands. Any such suspension shall occur only after consultation with Lessee and, if within the reasonable control of Lessee, after Lessee has been given an opportunity to resolve the threat in a timely manner and thereby prevent suspension of operations.

6. NO EXPRESS OR IMPLIED WARRANTY

The CBJ does not warrant, or make any representations whatsoever concerning, the adequacy, suitability or fitness for a particular purpose of the Leased Premises for Lessee's purposes, which determinations and risks are solely the responsibility of Lessee, as are all risks arising from potential interference due to CBJ or third party users or operations in the vicinity of the lease area.

7. PROTECTION OF EXISTING PROPERTY RIGHTS

Lessee shall follow any existing land and property rights including easements. Lessee shall place no building or structure over any portion of the Leased Premises which shall prevent the use of such rights.

8. TERMINATION

This Lease may be terminated in the following manner:

- (a) By written agreement of the parties.
- (b) By Lessee, in the event Lessee's improvements are substantially destroyed, by giving the CBJ 90 days written notice. Should Lessee elect to restore the same or construct other authorized improvements, this Lease shall continue in full force and effect. In either event, the parties shall have no duty to each other for loss of operation. Rent will not be reduced.
- (c) By Lessee, by giving the CBJ 90 days written notice of termination.
- (d) By the CBJ, in the event of default by Lessee. The condition of default must be conveyed in writing to the Lessee, providing thirty (30) days grace period during which Lessee may cure said default. Should Lessee fail to cure such default by the end of the grace period, this Lease shall automatically terminate and Lessee shall quit and restore the Leased Premises as described below.

Upon the termination of this Lease, Lessee shall quit the Leased Premises, unless otherwise agreed by the parties in writing, remove all improvements, and restore the Leased Premises to its pre-Lease condition.

9. DEFAULT

Delay in declaration of, or non-declaration of, default shall not waive or estop the CBJ from any subsequent declaration of default under this Lease.

10. DESIGNATION OF THE LESSEE'S REPRESENTATIVE

The Lessee must designate in writing the name and title of the person who is authorized to act in all matters connected with this Lease and keep such information current with the CBJ.

11. INSURANCE

Commercial General Liability Insurance

Lessee shall maintain at all times during this lease commercial general liability insurance, including marina operator's liability insurance, in the amounts of \$1,000,000 per occurrence and \$2,000,000 general aggregate. The insurance policy shall name City as an "Additional Insured" and shall contain a clause that the insurer will not cancel or change the insurance without first giving City 31 days' prior written notice. Lessee will provide evidence of this insurance to the City in a form acceptable to the City Office of Risk Management.

Property Insurance

Lessee acknowledges that City carries no fire or other casualty insurance on the Lease Premises or improvements located thereon belonging to Lessee, and that it is the Lessee's obligation to obtain adequate insurance for protection of Lessee's buildings, fixtures, or other improvements, or personal property located on the Leased Premises, and adequate insurance to cover debris removal.

**APPENDIX B: LEASE PROVISIONS REQUIRED BY
CBJ CHAPTER 53.20 and CBJ CHAPTER 50**

1. RESPONSIBILITY TO PROPERLY LOCATE ON LEASED PREMISES.

As required by CBJ 53.20.160, it shall be the responsibility of Lessee to properly locate Lessee's improvements on the Lease Premises and failure to so locate shall render Lessee's liable as provided by law.

2. APPROVAL OF OTHER AUTHORITIES.

As required by CBJ 53.20.180, the issuance by City of leases, including this lease, under the provisions of CBJ Title 53 does not relieve Lessees of responsibility for obtaining licenses, permits, or approvals as may be required by City or by duly authorized state or federal agencies.

3. TERMS AND CONDITIONS OF LEASES REQUIRED BY CBJ 53.20.190.

As required by CBJ 53.20.190, the following terms and conditions govern all leases and are incorporated into this lease unless modified by the Assembly by ordinance or resolution for this specific lease. Modifications of the provisions of Appendix B applicable to this specific lease, if any, must specifically modify such provisions and be supported by the relevant ordinance or resolution to be effective.

(1) **Lease Utilization.** The Leased Premises shall be utilized only for purposes within the scope of the application and the terms of the lease, and in conformity with the provisions of City code, and applicable state and federal laws and regulations. Utilization or development of the Leased Premises for other than the allowed uses shall constitute a violation of the lease and subject the lease to cancellation at any time.

(2) **Adjustment of Rental.** Lessee agrees to a review and adjustment of the annual rental payment by the Port Director not less often than every fifth year of the lease term beginning with the rental due after completion of each review period. Any changes or adjustments shall be based primarily upon the values of comparable land in the same or similar areas; such evaluations shall also include all improvements, placed upon or made to the land, to which the City has right or title, excluding landfill placed upon the land by Lessee, except that the value of any improvements credited against rentals shall be included in the value.

Adjustment Dispute Resolution. Should the Lessee disagree with the lease rent adjustment proposed by the Port Director, the Lessee shall pay for an appraisal and have the appraisal undertaken in accordance with the requirements set out in 05 CBJAC 50.050. In the event the Docks and Harbors Board disagrees with an appraisal, and the Board cannot reach an agreement with the lessee on the lease rent adjustment, the Board shall pay for an additional appraisal and have the appraisal undertaken in accordance with the requirements set out in 05 CBJAC 50.050. The Board shall establish the lease rent adjustment based on this additional appraisal. In the event the Lessee disagrees with the lease rent adjustment, the lessee may appeal to the Assembly. The decision of the Assembly shall be final.

(3) **Subleasing.** Lessee may sublease Leased Premises, or any part thereof leased to Lessee hereunder; provided, that the proposed sub-lessee shall first apply to City for a permit therefore; and further provided, that the improvements on the Leased Premises are the substantial reason for the sublease. Leases not having improvements thereon shall not be sublet. Subleases shall be in writing and be subject to the terms and conditions of the original lease; all terms, conditions, and covenants of the underlying lease that may be made to apply to the sublease are hereby incorporated into the sublease. The Parties agree that any subleases in effect at the date of signing of this agreement may continue. The Lessee must provide a copy of any subleases in effect to the Lessor prior to the execution of this agreement.

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

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

(6) **Cancellation and Forfeiture.**

- (a) The lease, if in good standing, may be cancelled in whole or in part, at any time, upon mutual written agreement by Lessee and City.
- (b) City may cancel the lease if it is used for any unlawful purpose.
- (c) If Lessee shall default in the performance or observance of any of the lease terms, covenants or stipulations thereto, or of the regulations now or hereafter in force, or service of written notice by City without remedy by Lessee of the conditions warranting default, City may subject Lessee to appropriate legal action including, but not limited to, forfeiture of the lease. No improvements may be removed by Lessee or other person during any time Lessee is in default.
- (d) Failure to make substantial use of the land, consistent with the proposed use, within one year shall in the discretion of City with approval of the Assembly constitute grounds for default.

(7) **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 the notice or demand shall thereafter be so given, made or mailed. A notice given hereunder shall be deemed delivered when deposited in a United States general or branch post office enclosed in a registered or certified mail prepaid wrapper or envelope addressed as hereinbefore provided.

(8) **Rights of Mortgage or Lienholder.** In the event of cancellation or forfeiture of a lease for cause, the holder of a properly recorded mortgage, conditional assignment or collateral assignment will have the option to acquire the lease for the unexpired term thereof, subject to the same terms and conditions as in the original lease.

(9) **Entry and Reentry.** In the event that the lease should be terminated as hereinbefore provided, or by summary proceedings or otherwise, or in the event that the demised lands, or any part thereof, should be abandoned by Lessee during the term, City or its agents, servants, or representative, may, immediately or any time thereafter, reenter and resume possession of lands or such thereof, and remove all personals and property there from either by summary proceedings or by a suitable action or proceeding at law without being liable for any damages therefor. No reentry by City shall be deemed an acceptance of a surrender of the lease.

(10) **Lease.** In the event that the lease should be terminated as herein provided, or by summary proceedings, or otherwise, City may offer the land for lease or other appropriate disposal pursuant to the provisions of City code.

(11) **Forfeiture of Rental.** In the event that the lease should be terminated because of any breach by Lessee, as herein provided, the annual rental payment last made by Lessee shall be forfeited and retained by City as partial or total damages for the breach.

(12) **Written Waiver.** The receipt of rent by City with knowledge of any breach of the lease by Lessee or of any default on the part of Lessee in observance or performance of any of the conditions or covenants of the lease, shall not be deemed a waiver of any provision of the Lease. No failure on the part of the City to enforce any covenant or provision therein contained, nor any waiver of any right thereunder by City unless in writing, shall discharge or invalidate such covenants or provisions or affect the right of City to enforce the same in the event of any subsequent breach or default. The receipt, by City, of any rent or any other sum of money after the termination, in any manner, of the term demised, or after the giving by City 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 City to Lessee prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing and signed by City.

(13) **Expiration of Lease.** Unless the lease is renewed or sooner terminated as provided herein, Lessee shall peaceably and quietly leave, surrender and yield up to the City all of the leased land on the last day of the term of the lease.

(14) **Renewal Preference.** Any renewal preference granted Lessee is a privilege and is neither a right nor bargained for consideration. The lease renewal procedure and renewal preference shall be provided by ordinance in effect on the date the application for renewal is received by the designated official.

(15) **Removal or Reversion of Improvement upon Termination of Lease.** Improvements owned by Lessee shall within sixty calendar days after the termination of the lease be removed by Lessee; provided, such removal will not cause injury or damage to the lands or improvements demised; and further provided, that City may extend the time for removing such improvements in cases where hardship is proven. Improvements owned by Lessee may, with the consent of the City, be sold to the succeeding Lessee. All periods of time granted Lessee to remove improvements are subject to Lessee's paying the City pro rata lease rentals for the period.

- (a) If any improvements and/or chattels not owned by City and having an appraised value in excess of five thousand dollars as determined by the assessor are not removed within the time allowed such improvements and/or chattels on the lands, after deducting for City rents due and owning and expenses incurred in making such sale. Such rights to proceeds of the sale shall expire one year from the date of such sale. If no bids acceptable to the Port Director are received, title to such improvements and/or chattels shall vest in City.
- (b) If any improvements and/or chattels having an appraised value of five thousand dollars or less, as determined by the assessor, are not removed within the time allowed such improvements and/or chattels shall revert to, and absolute title shall vest in, City.

(16) **Rental for Improvements or Chattels not Removed.** Any improvements and/or chattels belonging to Lessee or placed on the lease during Lessee's tenure with or without his permission and remaining upon the premises after the termination date of the lease shall entitle City to charge Lessee a reasonable rent therefor.

(17) **Compliance with Regulations Code.** Lessee shall comply with all regulations, rules, and the code of the city and borough of Juneau, and with all state and federal regulations, rules and laws as the code or any such rules, regulations or laws may affect the activity upon or associated with the leased land.

(18) **Condition of Premises.** Lessee shall keep the premises of the lease in neat, clean, sanitary and safe condition and shall take all reasonable precautions to prevent and take all necessary action to suppress destruction or uncontrolled grass, brush or other fire on the leased lands. Lessee shall not undertake any activity that causes or increases the sloughing off or loss of surface materials of the leased land.

(19) **Inspection.** Lessee shall allow an authorized representative of the City to enter the lease land for inspection at any reasonable time.

(20) **Use of Material.** Lessee of the surface rights shall not sell or remove for use elsewhere any timber, stone, gravel, peat moss, topsoil, or any other materials 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.

(21) **Rights-of-Way.** City expressly reserves the right to grant easements or rights-of-way across leased land if it is determined in the best interest of the City to do so. If the City grants an easement or right-of-way across the leased land, Lessee shall be entitled to damages for all Lessee-owned improvements or crops destroyed or damaged. Damages shall be limited to improvements and crops only, and loss shall be determined by fair market value. Annual rentals may be adjusted to compensate Lessee for loss of use.

(22) **Warranty.** The City does not warrant by its classification or leasing of land that the land is ideally suited for the use authorized under the classification or lease and no guaranty is given or implied that it shall be profitable to employ land to said use.

(23) **Lease Rental Credit.** When authorized in writing by City prior to the commencement of any work, Lessee may be granted credit against current or future rent; provided the work accomplished on or off the leased area results in increased valuation of the leased or other city and borough-owned lands. The authorization may stipulate type of work, standards of construction and the maximum allowable credit for the specific project. Title to improvements or chattels credited against rent under this section shall vest immediately and be in the City and shall not be removed by Lessee upon termination of the lease.

APPENDIX C: STANDARD PROVISIONS

- (1) **Holding Over.** If Lessee holds over beyond the expiration of the term of this lease and the term has not been extended or renewed in writing, such holding over will be a tenancy from month-to-month only.
- (2) **Interest on Late Payments.** Should any installment of rent or other charges provided for under the terms of this lease not be paid when due, the same shall bear interest at the rate established by ordinance for late payments or at the rate of 10.5 percent per annum if no rate has been set by ordinance.
- (3) **Taxes, Assessments, and Liens.** During the term of this lease, Lessee shall pay, in addition to the rents, all taxes, assessments, rates, charges, and utility bills for the Leased Premises and Lessee shall promptly pay or otherwise cause to be discharged, any claim resulting or likely to result in a lien, against the Leased Premises or the improvements placed thereon.
- (4) **Easements.** Lessee shall place no building or structure over any portion of the Leased Premises where the same has been set aside or reserved for easements.
- (5) **Encumbrance of Parcel.** Lessee shall not encumber or cloud City's title to the Leased Premises or enter into any lease, easement, or other obligation of City's title without the prior written consent of the City; and any such act or omission, without the prior written consent of City, shall be void against City and may be considered a breach of this lease.
- (6) **Valid Existing Rights.** This lease is entered into and made subject to all existing rights, including easements, rights-of-way, reservations, or other interests in land in existence, on the date of execution of this lease.
- (7) **State Discrimination Laws.** Lessee agrees, in using and operating the Leased Premises, to comply with applicable sections of Alaska law prohibiting discrimination, particularly Title 18 of the Alaska Statutes, Chapter 80, Article 4 (Discriminatory Practices Prohibited). In the event of Lessee's failure to comply with any of the above non-discrimination covenants, City shall have the right to terminate the lease.
- (8) **Unsafe Use.** Lessee shall not do anything in or upon the Leased Premises, nor bring or keep anything therein, which will unreasonably increase or tend to increase the risk of fire or cause a safety hazard to persons or obstruct or interfere with the rights of any other tenant(s) or in any way injure or annoy them or which violates or causes violation of any applicable health, fire, environmental or other regulation by any level of government.
- (9) **Hold Harmless.** Lessee agrees to defend, indemnify, and save City, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of the use and occupancy of the Leased Premises by Lessee. This agreement to defend, indemnify, and hold harmless is without limitation as to the amount of fees, and without limitation as to any damages resulting from settlement, judgment, or verdict, and includes the award of any attorneys' fees even if in excess of Alaska Civil Rule 82. The obligations of Lessee arise immediately upon notice to the City of any action, claim, or lawsuit. City Hall notifies Lessee in a timely manner if the need for indemnification, but such notice is not a condition precedent to Lessee's obligations and may be waived where Lessee has actual notice. This agreement applies and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against the City.
- (10) **Successors.** This lease shall be binding on the successors, administrators, executors, heirs, and

assigns of Lessee and City.

(11) **Choice of Law; Venue.** This lease shall be governed by the law of the State of Alaska. Venue shall be in the State of Alaska, First Judicial District at Juneau.

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2025-XX

An Ordinance Authorizing the Port Director to Negotiate and Execute a Lease Renewal with Goldbelt Aerial Tramway, LLC, (“Goldbelt”) of Approximately 10,000 Square Feet Within Lots 1 and 2A, Dockside Subdivision and Lots 13B, 16, and 17, Block 83, Tidelands and Approximately 21,815 Square Feet in Air Rights.

WHEREAS, in January 1995, the City and Borough of Juneau and the Mount Roberts Development Corporation entered a 35-year lease agreement for approximately 10,000 square feet within lots 1 and 2A, Dockside Subdivision and Lots 13B, 16, and 17, Block 83 Tidelands and approximately 21,815 square feet in air rights; and

WHEREAS, on July 18, 1995, the lease was assigned from Mount Roberts Development Corporation to Mount Roberts Tramway Limited Partnership, with Goldbelt, Inc. as a limited partner; and

WHEREAS, on February 26, 2015, the lease was amended to modify the base rent, include an appraisal dispute process, and acknowledge the assignment to Goldbelt; and

WHEREAS, Goldbelt approached the Port Director requesting to activate their lease renewal option five years prior to the termination of the lease term; and

WHEREAS, on May 19, 2025, Horan & Company appraised the lease property at \$3,022,300 which based on the contract rent rate of 9% resulted in a base rent of \$272,007; and

WHEREAS, the Docks and Harbors Board reviewed this lease proposal at its meeting on May 29, 2025, and at its Operations Board meeting on June 11, 2025; and

1 WHEREAS, the Docks and Harbors Board approved the lease renewal with an annual
2 lease payment of \$272,007 for the first five years, with an annual CPI adjustment and an
3 adjustment every five years thereafter pursuant to CBJC 53.20.190(2).
4

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

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

7 **Section 2. Renewal of Lease.** The Port Director is authorized to execute the lease
8 renewal attached as Exhibit A.

9 **Section 3. Minimum Essential Terms and Conditions.** The lease renewal is
10 subject to the terms and conditions set forth in Ordinance Serial No. 2015-06 and Code.

11 **Section 4. Effective Date.** This ordinance shall be effective 30 days after its adoption.

12 Adopted this _____ day of _____, 2025.
13

14
15 _____
Beth A. Weldon, Mayor

16 Attest:

17 _____
18 Municipal Clerk
19
20
21
22
23
24
25



Port of Juneau

155 Heritage Way • Juneau, AK 99801
(907) 586-0292 Phone • (907) 586-0295 Fax

From: *Carl Uchytel*
Port Director

To: Docks & Harbor Board

Via: Docks & Harbor Operations-Planning Committee

Date: March 19th, 2025

Re: SEADROME PROPERTY APPRAISAL

1. Goldbelt, Inc has been contemplating redevelopment of the Seadrome Building and adjacent properties since at least 2022. The project has been complicated due to the uplands site of the Seadrome Building (76 Egan Drive) surrounded by quilt work of small parcels owned by Goldbelt (dba Cultural Preservation, Inc.) and by CBJ (managed by Docks & Harbors). Goldbelt's plans appear to be solidified to where business negotiations with Docks & Harbors are appropriate. The following Docks & Harbors' meetings have had discussions pertaining to the Goldbelt's Seadrome property development:
 - a. July 20, 2022 (Operations-Planning Committee) – Seadrome Development Plan
 - b. November 9, 2022 (Ops-Planning Committee) – Authority for Negotiated Land Sale
 - c. November 17, 2022 (Board Meeting) – Authority for Negotiated Land Sale
 - d. December 19, 2022 (Assembly LHED Committee) - Authority for Negotiated Land Sale
 - e. March 22, 2023 (Ops-Planning Committee) – Seadrome Property Exchange
 - f. April 25, 2024 (Board Meeting) - Seadrome Property Swap/Sale
 - g. August 21, 2024 (Ops-Planning Committee) – Seadrome Building Land Needs
 - h. August 25, 2024 (Board Meeting) – Initiate appraisal & establish process
 - i. September 18, 2024 (Ops-Meeting) – Seadrome Property Development Property Request
 - j. September 26, 2024 (Board Meeting) – Direct Negotiations for Negotiated Land Sale
 - k. December 2, 2024 (Assembly LHED Committee) - Direct Negotiations for Negotiated Land Sale
 - l. January 6, 2024 (Assembly Meeting) authorization for Direct Negotiations under Title 53.09.260(a)
2. The direction provided from the September 2024 Board meeting was to consider sale of the Docks & Harbors managed and CBJ owned property around the Seadrome Building. Our term contract appraiser, Horan & Company, completed its appraisal determining the fair market value of the property requested by Goldbelt to be \$630,903.
3. With direction from the Docks & Harbors Board, next steps would be to request CBJ Law draft a Purchase & Sales agreement to convey the nearly 15,000 sq feet of CBJ owned property to Goldbelt.

#

Encl: (1) Seadrome Property map
(2) Conceptual Rendering Proposal for new Goldbelt Seadrome Building
(3) Appraisal dated February 28, 2025

**MARKET VALUE
OF 14,944 SF PORTION OF ATS 3
GOLDBELT LAND PURCHASE
SEADROME MARINA
76 EGAN DRIVE
JUNEAU, ALASKA**



**LOOKING EAST ALONG UPLANDS TOWARDS GANGWAY AND TIDELANDS PROPOSED TO BE
PURCHASED BY GOLDBELT FOR POSSIBLE EXPANSION OF THE SEADROME MARINA. PHOTOS
TAKEN FEBRUARY 17TH 2025.**

Prepared For: Carl J. Uchytel, PE, Port Director
City and Borough of Juneau Docks and Harbors
155 S. Seward Street
Juneau, Alaska 99801

Prepared By: Charles E. Horan, MAI
Horan & Company, LLC
403 Lincoln Street, Suite 210
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Effective Date: February 17th 2025

Report Date: February 28th 2025

File Number: 25-014

HORAN & COMPANY

REAL ESTATE APPRAISERS/CONSULTANTS

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February 28th 2025

Carl J. Uchytel, PE, Port Director

Attn: Melody Musick

VIA email: Melody.Musick@juneau.gov

City and Borough of Juneau Docks and Harbors

155 S. Seward Street

Juneau, Alaska 99801

RE: Market Value of 14944 SF portion of ATS 3 Goldbelt land Purchase Seadrome Marina
76 Egan Drive, Juneau, Alaska; File 25-014

Dear Mr. Uchytel,

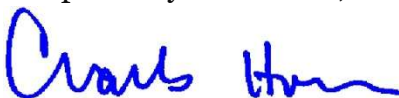
At your request, I estimated the Market Value of the 14,955 SF of land being negotiated for sale to Goldbelt Inc. This land is comprised of upland and tidal/submerged land areas adjacent to the land owned by Goldbelt. Goldbelt currently leases some of the land being appraised. They constructed upland and marine improvements and subleased some of these lands. The appraisal assumes that the lease terms have no effect on the fee simple land as valued. It is a hypothetical condition of the appraisal that the land is not improved with the lessee's constructed improvements. Based on my analysis, the current fee simple value of the land is estimated as of February 17th 2025 as follows:

\$630,903

Your attention is invited to the remainder of this report which sets forth the Assumptions and Limiting Conditions, Certification of Appraisal, and the most pertinent data considered in estimating the market value of the subject property.

If you have any questions or comments, please feel free to contact me at your convenience.

Respectfully Submitted,



Charles E. Horan, MAI

Horan & Company, LLC

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Adenda

- Certification
- Subject Photos
- Tideland to Upland Ratio Study
- Comparable Sales
- Qualifications of Charles E. Horan, MAI

1 INTRODUCTION

1.1 IDENTIFICATION OF PROPERTY



FIGURE 1.1 – SUBJECT LAND OUTLINED IN GREEN

The subject of this report is land owned by the City and Borough of Juneau (CBJ) authorised for negotiated sale to Goldbelt Inc. for possible expansion of its marina facility. The land is identified in Figure 1.1 as parcels CX3A Upland, CX3B Sloping/Tideland, CX4 submerged land, CXA Upland totaling 14,955 SF.

1.2 PURPOSE OF THE APPRAISAL

The purpose of the appraisal is to provide an estimate of market value for the identified property. It is an implied condition of the assignment that the current long-term lease of the land held by Goldbelt (dba Cultural Preservation Inc) from CBJ has no effect on the value. Also, the improvements constructed and owned by Goldbelt on the land are not considered in the valuation. On behalf of a proposal from Goldbelt, Docks and Harbors desires to negotiate the sale of that certain property which is a portion of ATS FR 3 as demarcated in it Figure 1.1. The intended use of the appraisal is for these negotiations. The intended users are the CBJ Docks and Harbors decision makers and Goldbelt Inc. This appraisal is not intended for any other use or any other users.

1.3 PROPERTY INSPECTION & EFFECTIVE DATE

The appraiser discussed the project with the land manager Steven Sahlender, VP Alaska Group, Goldbelt by phone February 27th 2025. The appraiser has reviewed the property on numerous occasions in relation to prior appraisals and other work in the area. Joshua Horan inspected and photographed the property February 17th 2025 with the prospective purchasers' representative, Elias Hastings.

The last inspection date February 17th 2025 is the effective date of appraisal.

1.4 PROPERTY HISTORY AND OWNERSHIP

The property is owned by the City and Borough of Juneau. It had been leased for many years, mostly recently a 35 year land lease was entered into between the CBJ and Cultural Preservation Inc a wholly owned subsidiary of Goldbelt Inc, in June of 1996. The 35 year lease would expire in 2031 with one remaining 35 year option to renew at similar terms. This lease encompasses about 19,916 SF of which the subject is part. Part of the subject is also outside this lease area. The lease is subject to five year rental adjustments, most recently effective June of 2023. The rental adjustment is based on the current market value of the land at a contract rate of 9% per year. That adjustment indicated the uplands value at \$65/ SF and the tidelands and sloping lands at \$26/SF.

Goldbelt has operated a small three story wood frame office building and small ship and sightseeing tour Marina. This Marina has been operated in conjunction with adjacent tidelands from Merchants Wharf. Goldbelt intends to develop the property into a small cruise ship terminal on the tidelands with the construction of a multi story commercial building on the adjacent submerged lands and uplands that would accommodate the terminal use, retail, perhaps offices, restaurants and other possible uses to be defined in the future. Goldbelt's current plan is to secure the real estate rights before completing final feasibility and design plans.

1.5 SCOPE OF WORK

The titled interests are assumed fee simple. No title report was provided to the appraiser. The appraiser understands the property is currently under lease which expires in 2031 and has an additional 35-year option to extend. It is an assumption of this appraisal that the lease would have no effect on the value as fee simple unencumbered interest.

The character of the property has been determined through various drawings provided by several departments of the City and Borough of Juneau and the property owner/lessee. The appraiser has made walk through inspections of the property from time to time during the years 2012 – 2023. Most recently Joshua Horan, Real Estate Appraiser inspected the property February 17th 2025.

There are a variety of marine improvements on the property constructed by Goldbelt such as piling, docks, gangways, piers, floats, etc. There are site improvements including pavement and sidewalks that extend to the lease lands from adjacent fee owned Goldbelt land. There is a Petro Services agreement for fuel tank and dispensing lines to the dock on the subject leased land. These improvements were constructed by and are owned by the lessee or its sub-lessee. The land is valued as though it is vacant for development. It is a hypothetical condition of this appraisal that the leased land is unimproved.

The direct sales comparison approach will be used to develop the land value as if it is cleared and available for highest and best use development. The competing market neighborhood area is nearly 90% built out and vacant land sales are not readily available. Comparable transactions were identified through interviews with knowledgeable participants in the real estate markets such as appraisers, other lessors and lessees, discussions with municipal property assessment personnel and others who are familiar with the real estate market in Southeast Alaska. We identified similarly-used properties in the communities throughout Southeast Alaska. Transaction information was collected from reliable sources, such as the state archives, the Multiple Listing Service, the CBJ Assessor's Office, and our database which has over 30 years of historic observations of waterfront and tidelands transactions.

From our extensive inventory of property sales and land leases in the market area. We will select the most indicative values based on capitalized land leases and land sales to develop a square foot value of the upland and tideland characteristics of the property.

1.6 ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is made subject to the following **hypothetical conditions (HC)** and **extraordinary assumptions (EA)** in addition to the more general assumptions and limiting conditions. The use of hypothetical conditions and extraordinary assumptions may alter assignment results.

HC-1 It is a hypothetical condition of this appraisal that the land is unimproved and that is vacant and available for development to the highest and best use.

HC-2 It is a hypothetical condition of this appraisal that land is not subject to the current CBJ land lease or any other leases or encumbrances to the fee title to the land.

EA-1 It is an extraordinary assumption that the land areas are as estimated and described in this appraisal relative to its size and upland and tideland characteristics.

This appraisal is also expressly subject to the following assumptions and/or conditions:

1. It is assumed the data, maps, and descriptive data furnished by the client or its representative are accurate and correct. Photos, sketches, maps, and drawings in this appraisal report are for visualizing the property only and are not to be relied upon for any other use. They may not be to scale.

2. The valuations are based on information and data from sources believed reliable, correct, and accurately reported. No responsibility is assumed for false data provided by others.
3. No responsibility is assumed for building permits, zone changes, engineering, or any other services or duty connected with legally utilizing the subject property. No responsibility is assumed for matters legal in character or nature. No opinion is rendered as to title, which is assumed to be good and marketable. All existing liens, encumbrances, and assessments have been disregarded unless otherwise noted, and the property is appraised as though free and clear, having responsible ownership and competent management. It is assumed that the title to the property is marketable. No investigation to this fact has been made by the appraiser.
4. The property described herein has been examined exclusively for the purpose of identification and description of the real property. The objective of our data collection is to develop an opinion of the Highest and Best Use of the subject property and make meaningful comparisons in the valuation of the property. The appraisers' observations and reporting of the subject land or improvements are for the appraisal process and valuation purposes only and should not be considered as a warranty of any component of the property. This appraisal assumes that the subject is structurally sound and all components are in working condition.
5. This appraisal report may note any significant adverse conditions (such as needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) discovered during the data collection process in performing the appraisal. Unless otherwise stated in this appraisal report, we have no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and have assumed that there are no such conditions and make no guarantees or warranties, express or implied. We will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property. We obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable public and/or private sources that we believe to be true and correct. It is assumed that no conditions existed that were undiscoverable through normal diligent investigation which would affect the use and value of the property. No engineering report was made by or provided to the appraisers.
6. The client is the party or parties who engage an appraiser in a specific assignment. A party receiving a copy of this report from the client does not, as a consequence, become a party to the appraiser-client relationship. Any person who receives a copy of this appraisal report as a consequence of disclosure requirements that apply to an appraiser's client does not become an intended user of this report unless the client specifically identified them at the time of the assignment. The appraiser's written

consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public through advertising, public relations, news, sales, and other media.

7. The appraisal report may not be properly understood without access to the entire report. The appraisal is to be considered in its entirety, the use of only a portion thereof will render the appraisal invalid.
8. Any distribution of the valuation in the report between land, improvements, and personal property applies only under the existing program of utilization. The separate valuations for land, building, and chattel must not be used in conjunction with any other appraisal and is invalid if so used.
9. One (or more) of the signatories of this appraisal report is a member or associate member of the Appraisal Institute. The bylaws and regulations of the Institute require each member and candidate to control the use and distribution of each appraisal report signed by such member or candidate. Therefore, except as hereinafter provided, the party for whom this appraisal report was prepared may distribute copies of this appraisal report in its entirety to such third parties as selected by the party for whom this appraisal report was prepared; however, selected portions of this appraisal report shall not be given to third parties without the prior written consent of the signatories of this appraisal report. Further, neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations media, news media, sales media, or other media for public communication without the prior written consent of signatories of this appraisal report.
10. The appraisers shall not be required to give testimony or appear in court by reason of this appraisal with reference to the property described herein unless prior arrangements have been made.

1.7 TERMINOLOGY

Market Value The most widely accepted components of market value are incorporated in the following definition:

The most probable price that the specified property interest should sell for in a competitive market after a reasonable exposure time, as of a specified date, in cash, or in terms equivalent to cash, under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, for self-interest, and assuming that neither is under duress.

The Dictionary of Real Estate Appraisal, 6th Edition, Appraisal Institute, Pg. 141-143.

The estimate of exposure time is 18 months due to the special purpose nature of the property.

Extraordinary Assumption

An assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis.

Hypothetical Condition

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property, such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP, 2016-2017 ed.)

The Dictionary of Real Estate Appraisal, 6th Edition, Appraisal Institute, Page 113

If it is found that the extraordinary assumption or hypothetical condition is different than stated this may impact the estimated value.

Definition of Market Rent

The most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of a specified lease agreement. including the rental adjustment and revaluation, permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements.

The Dictionary of Real Estate Appraisal, 6th Edition, Appraisal Institute, Page 140

2

2.1 JUNEAU AREA ANALYSIS

The demand for real property is driven by population, which is in large part driven by employment. The state government is still the largest employer, but is shrinking. Employment overall is on the rise since the high of 2019. Population has been nearly flat since 2018 after a decline from 2015.

2.2 SUBJECT MARKET AREA



FIGURE 2.1- SHOWING SUBJECT LOCATION AND MAJOR DOCKS IN THE JUNEAU HARBOR.

Juneau’s downtown waterfront has developed over the past several decades in response to the increasing cruise ship tourism to the area. Among the various developments to accommodate this increased growth, the City and Borough Juneau Docks and Harbors (CBJ-DH) reconfigured its land with the adjacent Archipelago Group for shared development and improvement of the waterfront area as reflected in the Figure 2.2; Downtown Waterfront Improvement Phase I. Among other things, it provides for a bus drop off facility. It was completed in May of 2021. Yet to be completed Phase II calls for a shelter and restroom building. The area is referred to as the Peratrovich Plaza. The Marine Park is being rebuilt as part of the Parks and Recreation initiative. As of early 2025 no additional development has occurred on the site. It has been suggested that this site may be put on the market. There has been talk about the city acquiring an interior part of the site for a museum funded with tourism tax funds. Currently there’s no imminent development prospects, but this site would be suited for additional retail restaurant tourism related activities.

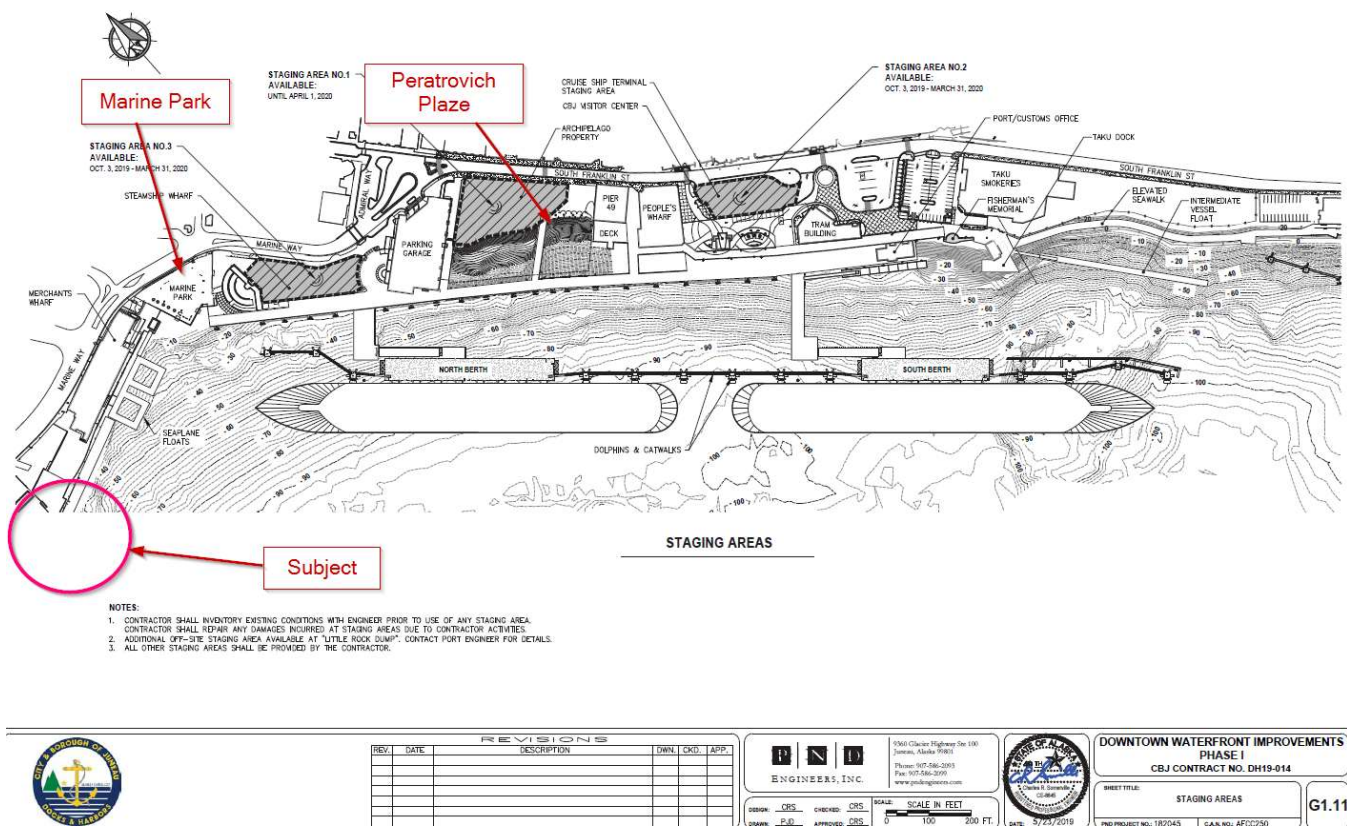


FIGURE 2.2 – PHASE I WATERFRONT REDEVELOPMENT SHOWING STAGING AREAS. NOTE – SUBJECT JUST WEST OF MERCHANTS WHARF.

Tourism has recovered significantly for the independent traveler and more recently in 2023 for the cruise ship passenger. Actual passenger counts for 2022 is 92% of the previous high in 2019. Cruise ship passenger visitation to the port has approached 1.7 million annually in 2023 and appears to have leveled out. Figure 2.3. This is a reflection of the community’s capacity to intake cruise ship passenger tourism. Local plans point to a possibility of the 5th cruise ship dock, Auke Landing, in development planning by Huna Totem Corporation at the old sub port

site just to the east, see Figure 2.1 showing NCL purchase. As envisioned, this would provide additional retail and commercial oriented towards tourism and local destination-oriented commerce opportunities.

Education, government, fishing, and other industries that have lagged in the last several years appear to be recovering if not returned to prior levels. State Government continues to shrink but may be leveling off.

Overall, the market improved significantly in 2022. It is expected that prices would be stable or moderately increasing in some parts of the commercial real estate sector.

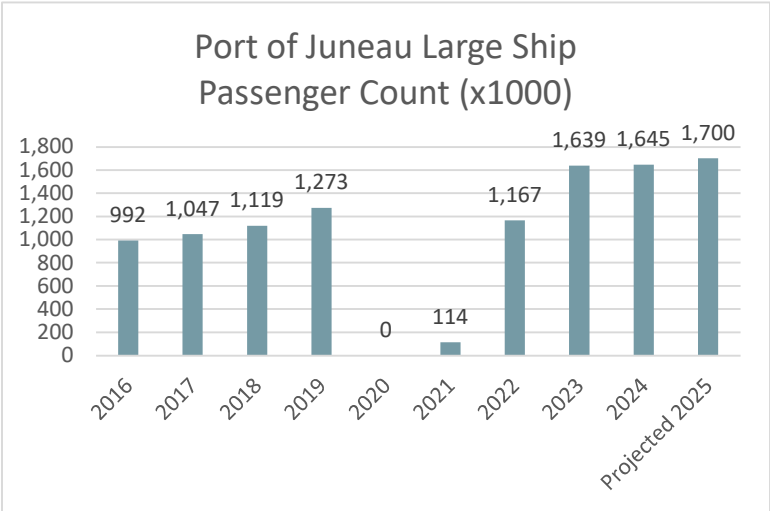


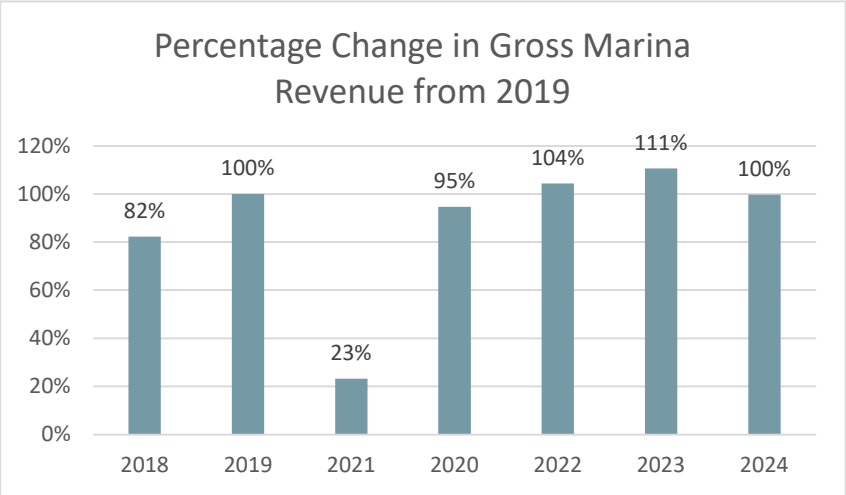
Figure 2.3 Cruise ship passenger count provided by CBJ Docks and Harbor Department, and Cruise Line Agencies of Alaska.

Seadrome Marina

The subject property is located on the Juneau Harbor waterfront beyond the dense traffic generated by cruise ships. It provides a nearby deep-water marina for large yachts, small tourism vessels and sea planes. It is the most heavily used small cruise ship dock in the Juneau harbor area. The subject has the advantage of convenience for most tour operators that would work out of this property. While use of the subject is limited by the water-oriented zoning, its close proximity to the tourism traffic is ideal.

Based on confidential gross revenue, the percentage of change using 2019 as a base is displayed in the following Figure 3.4. It shows a leveling over the last several years. The Marina is in a great location, the downtown Juneau harbor. Past analysis has shown that 150 to 200 small ships stop in Juneau each year. The subject

garners about 50% of the market. Marinas of this type are augmented by onshore businesses and are generally owner occupied. This indicates that the demand for the subject would be stable over the past several years.



2.3 ZONING

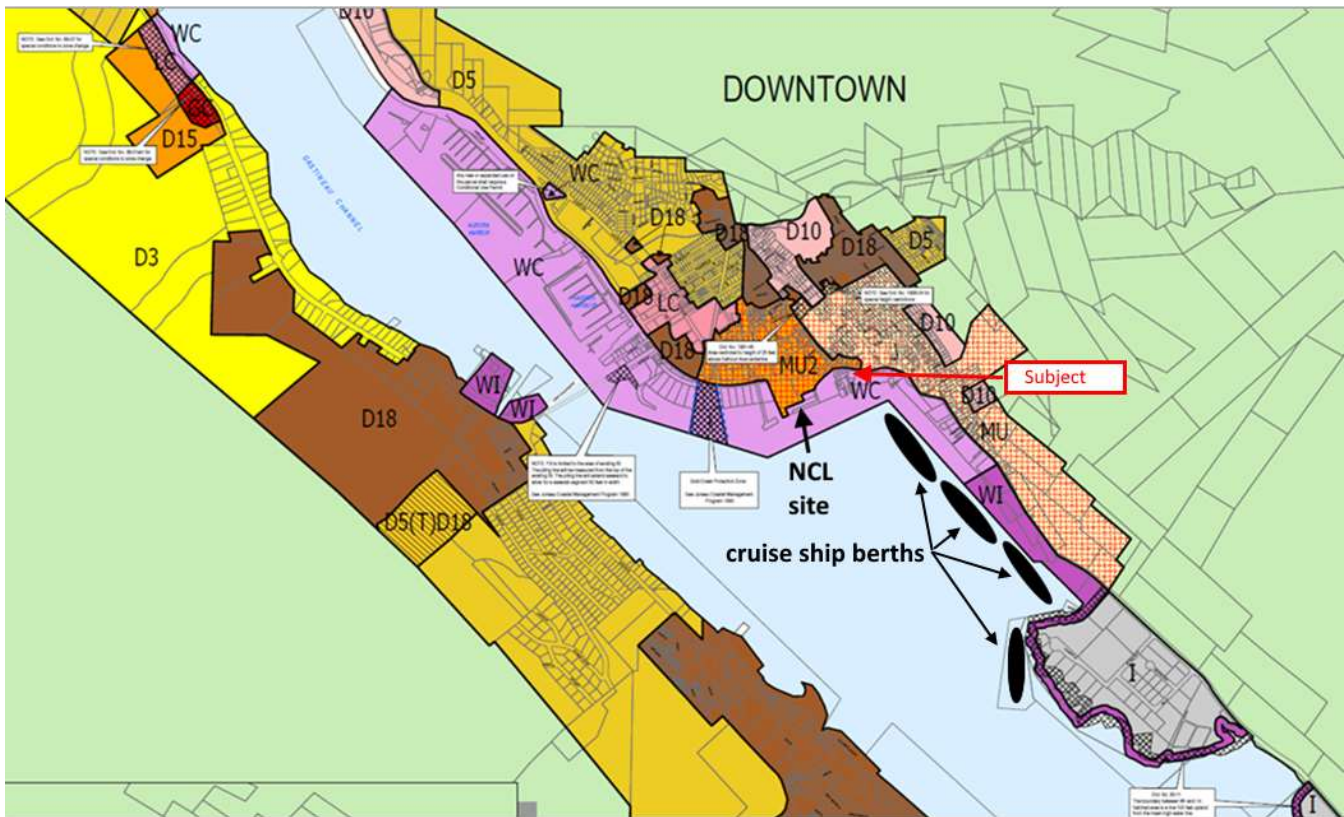


FIGURE 2.5 - Zoning Map. Source: CBJ Downtown Juneau & Douglas Zoning Map as of September 29, 2015 annotated by Horan & Company.

The property is zoned Waterfront Commercial (WC). The WC, Waterfront Commercial District, is intended to provide both land and water space for uses which are directly related to or dependent upon a marine environment. Such activities include private boating, commercial freight and passenger traffic, commercial fishing, floatplane operations, and retail services directly linked to a maritime clientele. Other uses may be permitted if water-dependent or water-oriented.

2.4 PARKING DISTRICTS

The parking ordinance changed in March of 2022. The subject was in the former Parking District PD2, which allowed owners or property developers a reduction in the parking requirements of up to 30%. The new “No Parking Required” Area establishes an area where properties can be developed with no requirement for parking which in many cases enhances their development potential. The subject is in the Town Center Parking Area which addresses many issues that had to be dealt with on an individual basis and caused some confusion and development constraints within the area. For instance, it establishes the distance that off-site parking can be provided for development on a certain site. There is still a fee in lieu of opportunity to satisfy parking requirements. There is a mechanism for joint use parking where the requirement can be satisfied with parking provided at different times of day for instance evening theater users can get credit for the same space with daytime office users. The parking space requirements were reduced 50% to 100% of the standard requirement depending on the use. Still many uses require parking to make them feasible to achieve the best economic rent for offices, some residential and some retail for instance.

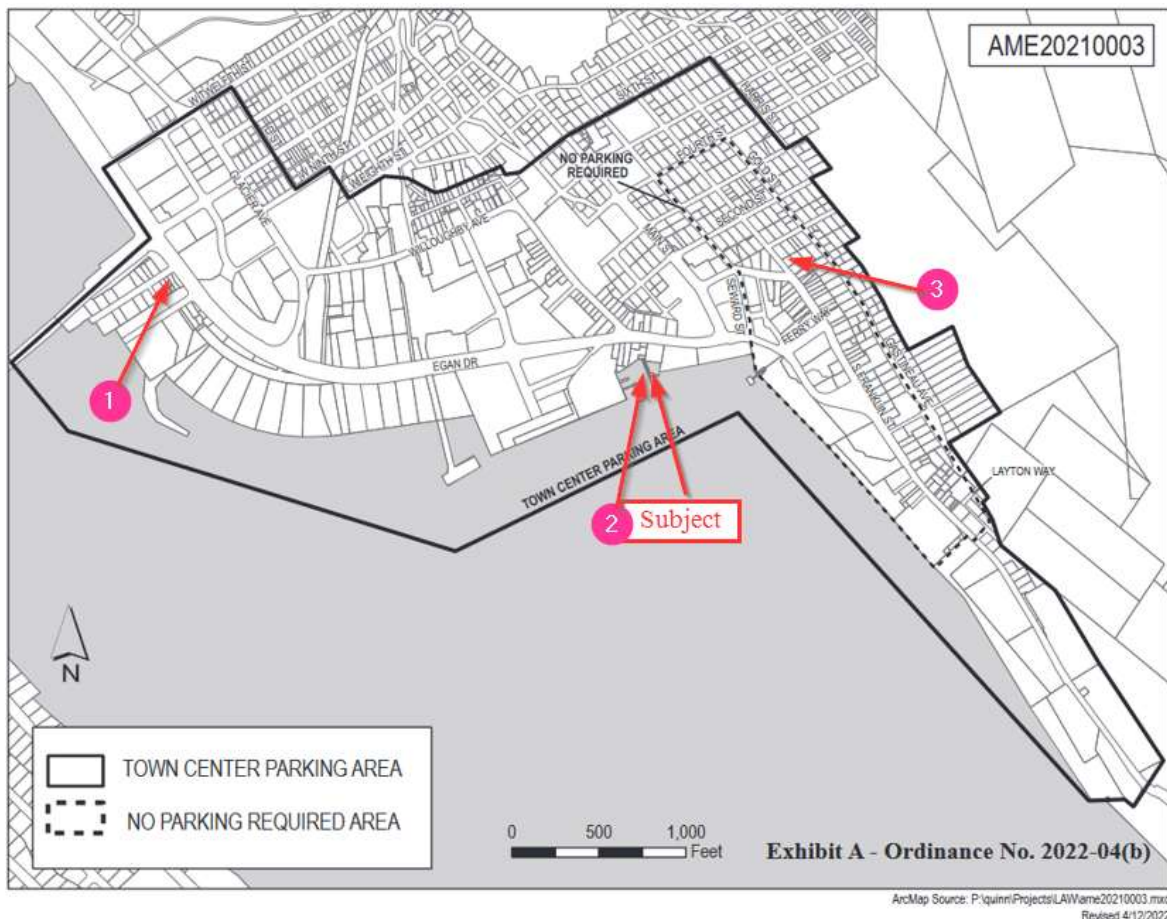


FIGURE 2.6 - PARKING DISTRICT MAP SHOWING THE SUBJECT AND COMPARABLES LOCATIONS.

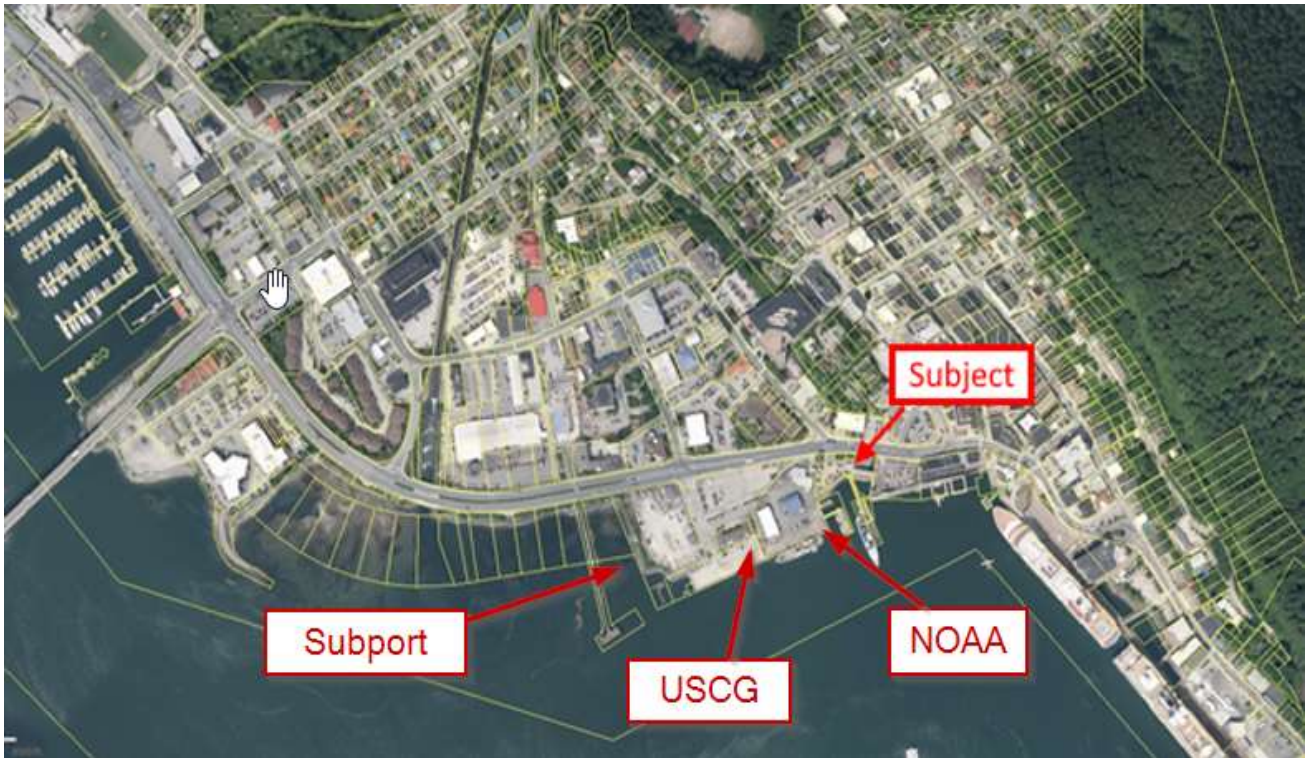


FIGURE 2.7 - CBJ GIS OVERVIEW MAP OF DOWNTOWN COMMERCIAL AREA AND INNER HARBOR AREA

3 PROPERTY DESCRIPTION

3.1 SITE DESCRIPTION

Goldbelt Corporation is the controlling entity of Cultural Preservation, Inc. which owns and leases property at 76 Egan Drive, Juneau, Alaska known as the Seadrome Building and Marina. They have fee ownership of lots 1 through 5, Block 76 Tidelands Addition Subdivision to ATS 3 Plat 340, JRD. These are level commercial at grade “uplands” of about 21,801 SF of land fronting Egan Drive used for parking and the small three-story wood frame office building on Lot 5. There is an additional 19,919 SF of filled and unfilled tidelands, the subject of this appraisal, leased from the City and Borough of Juneau for a marina outlined in blue in the figure below. There are also approximately 14,400 SF of submerged lands leased from Merchants Wharf which extends the marina use. The entire tract controlled by the property owner and lessee, is over 56,000 SF, as generally outlined in Figure 3.1.

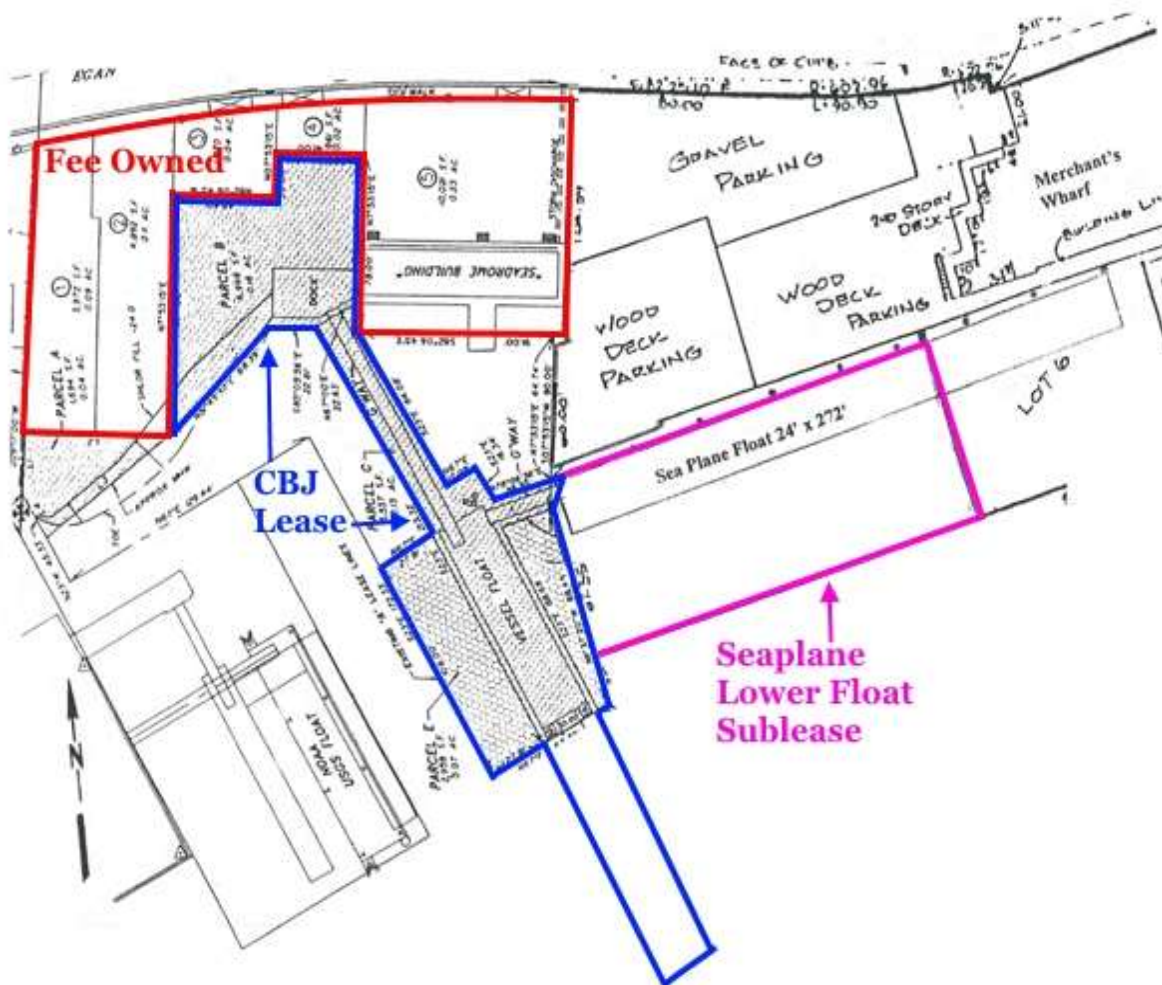


FIGURE 3.1 - SHOWING EXTENT OF LANDS UNDER CONTROL OF OWNER GOLDBELT-CULTURAL PRESERVATION, INC. THE SUBJECT LEASED LANDS OUTLINED IN BLUE

The Subject Property

By contrast to the lands owned and controlled through leases by Goldbelt, as shown above, the proposed acquisition parcels are identified in Figure 3.2 below in green.



FIGURE 3.2 EXHIBIT SHOWING LANDS TO BE ACQUIRED/APPRaised IN GREEN.

Subject Site Size and Characteristics

The proposed acquisition includes uplands which are filled, leveled at road grade. The balance of the land is sloping or submerged tidelands totaling 15,016 SF. The total lease area is 19,916 SF. These site characteristics have different market value attributes. They are summarized by site attributes in the following table.

Table 3.1 -Summary Areas to be Acquired by Upland and Tideland Character			
Label	Upland	Sloping or Submerged Tideland	Total
CX3A	4,900 SF		4,900 SF
CX3B		2,098 SF	2,098 SF
CX4		<u>6,650 SF</u>	6,650 SF
CXA	<u>1,307 SF</u>		<u>1,307 SF</u>
Totals	6,207 SF	8,748 SF	14,955 SF

Site Improvements -Not Included in Valuation

The subject leased land is improved as a marina with piling, gangways, piers, floats, etc. There are site improvements including pavement and sidewalks that extended from the adjacent fee owned uplands. There is the Petro Services short term agreement for fuel tank and dispensing lines to the dock on the subject leased land. These improvements were constructed by and are owned by the lessee or its sub-lessee. The land is valued as though it is vacant and unimproved.

Access and Off-Site Improvements

Road access is along Egan Drive, a paved, divided, four-lane highway with concrete curbs, gutters, and storm drainage. No on-street parking is available adjacent to or near the subject. This is a heavily trafficked road. The site has water access through tidelands to the deep water of Gastineau Channel to the south. There is pedestrian access through the upland lot from the sidewalk. The subject has excellent deep-water access from Juneau's harbor for boats or floatplanes.

Utilities

City sewer, water and private utilities including power, trash collection, phone, cable and fuel are available to the subject through the adjacent Lots.

Easements and Restrictions

There are no known easements or platted site restrictions that would influence the typical square foot value for the purpose of our analysis.

3.2 ASSESSED VALUATION

The leasehold lands appraised herein, owned by CBJ Docks & Harbor, parcel number 1C070K760021, ATS 3 FR, is \$906,327 for 2024. This includes the improvement value of the floats and other marine improvements. This does not include the fee owned adjacent lands.

4.1 HIGHEST AND BEST USE

The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

The Dictionary of Real Estate Appraisal, 6th Edition, Appraisal Institute, Page 109

The highest and best use for the subject lands would be those allowable uses in the Waterfront Commercial (WC) zone, which include “uses which are directly related to or dependent upon a marine environment.” The commercial waterfront uses to the east include retail sales and other activities oriented towards cruise ship tourism.

Historically, this waterfront site had been developed for docking boats for the owner’s tourism operation. Since that time, the owner dropped that business and operates as a marina for other small tour operators, yacht moorage, etc. The subject upland area supports the logistics of loading and unloading passengers.

The subject location has proven attractive for its deep-water access close to the cruise ship docks which generate high traffic. The subject is in the Town Center Parking Area district which allows flexible parking requirements. Its demand would be superior to nearby commercial uses without these advantages.

The maximally profitable use is for a marine oriented waterfront development similar to the existing use. The highest and best use of the uplands is to support the marina, small ship terminal use, parking and loading areas.

4.2 LAND VALUATION

In this section, the typical SF market value will be estimated. The direct sales comparison approach is utilized in the subject instance. Commercial land sales and capitalized land rents in the immediate area were considered for estimating the square foot value of the subject. For valuation purposes, the two site components; level land at road grade (upland) and sloping/tidelands (tideland) are considered for their contributory value of the overall site. The following transactions were found to be most helpful in our analysis. We will estimate the market value of the uplands. We have determined¹ that the tidelands value is at 40% of the unit value of the uplands. We have then adjusted the concluded value of the uplands by this ratio (40%) to determine the contributory value of the tidelands.

¹ See addenda for the Tideland Value Ratio study. The subjects are rated as well functioning tidelands at 40%.

Table 4.1 – Summary of Sales Used to Estimate the Value of the Subject Uplands						
<i>Comp #</i>	<i>Address</i>	<i>Date</i>	<i>Indicated Price</i>	<i>SF Size</i>	<i>Price /SF</i>	<i>Comment</i>
1-12239	1000 Harbor Way	10/2023	\$118,510	4,814	\$24.62	Total Sale
			\$37,050	741	\$50.00	Upland
			\$81,460	4073	\$20.00	Tideland
2-5011	76 Egan DR	06/2023	*\$710000	19,916	\$35.60	Total Value
			*\$318,500	4900	\$65.00	Upland
			*\$390500	5,016	\$26.00	Tideland
3- 12423	109 S Franklin St	6/2023	\$2,660,000	11,048	\$240.77	Upland

*Capitalized Land Rent at contract rate of 9%.

Quantitative Adjustments

Quantitative Adjustments are made for the rental **Comp 2** which is the recently adjusted market rent on the subject property for the tideland lease area. This market rent was adjusted to \$63,900 which is 9% of the estimated land value which working backwards had been calculated at \$65/SF for the uplands and \$26/SF for tidelands. It is noted that the estimated value of the tidelands is 40% of the unit value of the uplands. These unit values will be used as the adjusted unit values in our analysis.

Comp 2 was a negotiated sale where the filled uplands and tidelands were separately estimated to contribute \$50/SF and \$20/SF respectively. It is noted that the unit value of the tidelands is 40% of the unit value of the uplands. This is also the case with the subject.

Our analysis will develop a unit value of the uplands. The remaining portion of the subject lands will be added at a ratio of 40% of the upland unit value.

Comp 3 is the purchase of a building of \$1,160,000. The building was torn down and retaining walls were constructed for another \$1,500,000. This sale is adjusted to \$2,660,000 for what would be characterized as uplands. About 75% of the site is usable at road grade.

Qualitative Analysis

The remaining elements of comparison, change in market conditions, conditions of sale, location, and development potential parking district are made in a qualitative manner since discrete adjustments discerned from the market to make quantitative adjustments are not reliably available.

The overall value will be based on our analysis of the upland comparable (comp) unit value. The sloping and submerged tidelands will be added at a unit value of 40% of the concluded upland value. The upland values are considered on a qualitative basis relative to their being superior, inferior or similar to the subject due to these differences. The indicated price per SF is qualitatively ranked in the following discussion. If a comparable attribute is superior to the

subject, a minus rating of -1, -2, or -3 is made, depending on its severity. Conversely, if a comparable attribute is inferior to the subject, a plus rating is made to weigh this with other attributes towards the subject with a +1, +2, or +3, depending on the severity. The gradation of weighting 1 to 3 is used since all qualitative attributes are not, in the appraiser's opinion, equally weighted within the market.

The **market conditions** are similar among all the transactions which all occurred in 2023. The market has not changed since this time.

Conditions of sale is rated similar between the subject as appraised. Each of the transactions were based on rational market criteria of competitive sales or supported by appraisal or other economically driven market-related factors considered by the grantors, grantees or the lessors and lessees. Therefore, the transactions are all rated similar for property rights.

Property rights are considered similar among the transactions as there were no significant inhibitions to use of these properties for their highest and best use.

Location considers site prominence as exposure to pedestrian or vehicular traffic and ease of access. Comps 1 is away from the town core and considered inferior +1. Comp 2 is at the subject location and similar. Comp 3 is embedded in the town core which is experiencing increasing pedestrian cruise ship passenger flow as compared to the subject. It is superior -2.

Development potential is somewhat related to location but reflects the heightened demand as compared to the subject. In regards to perceived development potential, Comp 1 is inferior +1 as it does not have any potential for waterfront development. Comp 2 is similarly on the water as it is part of the subject. Comp 3 has some unusable land but also has a great potential demand due to its flexibility for tourism development. On balance it is rated similar to the subject.

Parking is a critical issue in downtown Juneau. The subject and Comps 1 and 2 are located in the Downtown Center Parking Area which has significantly reduced parking requirements from the other areas of town. These are all rated similar in this regard. Comp 3 on the other hand is in an area that has no parking requirements making the land more valuable, all things being equal, since it does not require part of its site to be dedicated to parking. It is rated superior -1.

Summary and Relative Ranking

The rankings discussed above relative to the upland SF values compared to the subject are summarized in the following Table 4.2 for the subject uplands.

Table 4.2 – Qualitative Rating Grid Upland SF Values							
Characteristics	Subject	Comp 1 #12239 1000 Harbor		Comp 2 #5011 76 Egan Dr		Comp 3 #12423 109 S. Franklin St.	
Indicated Upland Value		\$37,050		\$318,500		\$2,660,000	
Size (SF) Tot 19,916 SF	6,207 SF UL	741 SF		4,900 SF		11,048 SF	
Indicated SF Value of Upland	Solve	\$50.00/SF		\$65.00/SF		\$240.77/SF	
Market Condition (Time)	2/2025	10/2023	0	6/2023	0	6/2023	0
Condition of Sale	Typical	Similar	0	Similar	0	Similar	0
Property Rights	Fee	Similar	0	Similar	0	Similar	0
Location	Good Prominence	Inferior	+1	Similar	0	Superior	-2
Development Potential	Good, Comm. Marine	Similar	0	Similar	0	Similar	0
Parking District	Town Center	Similar	0	Similar	0	Superior	-1
Net Rating		Inferior	+1	Similar	0	Superior	-3
The Subject Value Is:		More Than \$50.00/SF		Similar to \$65.00/SF		Much Less Than \$240.77/SF	

If a comparison is **Superior**, a Minus rating of -1, -2, or -3 is given depending on severity.

If a comparison is **Inferior**, a Plus rating of +1, +2, or +3 is given depending on severity.

The data brackets the subject with a broad range between \$50/SF and \$240/SF. The higher end of the range is based on costs which may be higher than what is expected for a feasible highest and best use. This is the least comparable to the subject, setting the upper limit. Comp 1 at \$50/ SF is closer but inferior in value. The recent lease rent adjustment reflected by

Comp 2 is given most weight. The indicated value of the upland is \$65.00/SF. The contributory value of the tideland and sloping lands are 40% of this amount or \$26.00/SF.

Conclusion of Land Value

Based on the foregoing conclusions, the estimated land value as of the effective date February 17th 2025 is summarized in the table below.

Summary Land Value Calculation			
Site Characteristics	Area	Unit Value	Value
Uplands	6,207 SF	\$65.00/SF	\$403,455
Tide & Sloping	<u>8,748SF</u>	\$26.00/SF	<u>\$227,448</u>
Total	14,955SF	\$42.19/SF	\$630,903

The indicated value of the land proposed for acquisition is \$630,903

ADDENDA

CERTIFICATION OF APPRAISAL

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment is not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to the review by its duly authorized representatives.
- I made a personal inspection of the property on several occasions over the past few years period Joshua ran photographed the property February 17th 2025.
- No one provided significant real property appraisal assistance to the person signing this certification.
- I made an appraisal of the property in February of 2023 for possible land exchange and made several subsequent value iterations for different exchange configurations. I appraised some of this land for a rent adjustment effective June 1st 2023. I have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.



Charles Horan, MAI

Effective Date: February 17th 2025

Report Date: February 28th 2025

SUBJECT PHOTOGRAPHS TAKEN FEBRUARY 17TH 2025



PHOTO 1 – Looking north toward Tideland CX4 which includes the blue covered gangway and is between the three-story building and the green ramp.

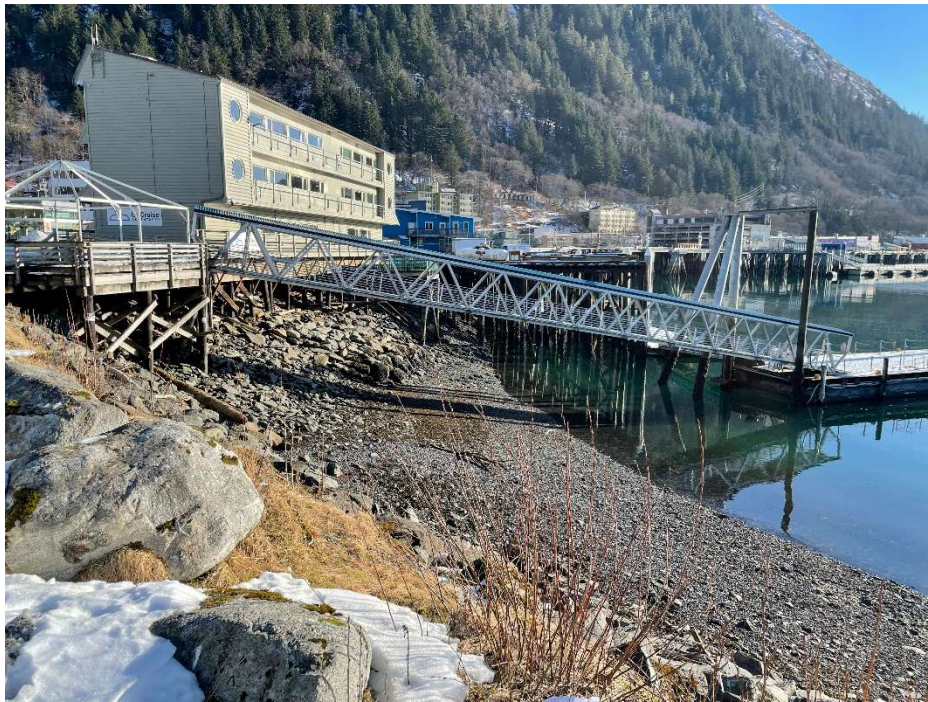


PHOTO 2 – Looking east towards CX4. Note CX3B as photo left under small deck.

SUBJECT PHOTOGRAPHS TAKEN FEBRUARY 17TH 2025



PHOTO 3 – View looking southwest across CX4.



PHOTO 4 -View of subject uplands from parcel CXA across some of Goldbelt's land and CX3A beyond.

SUBJECT PHOTOGRAPHS TAKEN FEBRUARY 17TH 2025



PHOTO 5 – Looking South from Goldbelt uplands across CX3A beyond.



PHOTO 6 – Looking North from Goldbelt upland with CX3A photo left.

TIDELAND VALUE RATIOS

Estimating market value or market rents for tidelands has always been a challenge in the State of Alaska. In terms of the overall real estate market, transactions for tidelands alone are very infrequent. Once Alaska became a state in 1959 it acquired ownership of most navigable water tidelands. There are a few patented tideland sites and municipalities had some patented tidelands which could be leased or sold. The Constitution of the State of Alaska prohibits the sale of its tidelands parcels. The state and most municipal governments view tidelands as a critical component for public access to the waterways and economic development. As a result, they are generally leased to ensure continual productive use and public access.

When tidelands do sell, they are usually associated with waterfront uplands forming a functional property unit between the water and public roadways. This would be the case; for instance, where there is a dock or barge landing facility requiring tidelands for marine improvements and an uplands staging area. Sometimes these facilities sell where the uplands are owned in fee simple interest and the tidelands are leased. In these instances, the contributory value of the tidelands can be estimated as the residual of the allocated value of the uplands portion of the sales price. There are frequently more market transactions to indicate the value of the uplands than tidelands. It has then become a common practice to value tidelands as a percentage of the unit value of their adjoining uplands.

Uplands to Tidelands Unit to Value Ratio

Over time we have isolated the value of tidelands that have sold, leased, or otherwise been valued based on transactions whereby an allocation is made between uplands and tidelands components. The following Table summarizes 11 observations of the ratio (%) of the tidelands' square foot values to the square foot value of the uplands. This allocation is based on the sales of similar uplands, allocations by the buyers, sellers, or appraisal analysis. In some instances, such as observations 9 and 11, there is a range of value based on differing views by the participating parties or a range of comparable sales in that area compared to the value of the known component.

The tidelands to uplands unit value ratios range from 12% to 40% in these observations. In other instances, the range can even be wider from 5% to more than 50%. The driving factors in this ratio are how effectively the tidelands are used as compared to the value of the uplands. For instance, if the tidelands serve as a good, compact dock site and the adjacent uplands are filled, have a contained shore line and efficiently complement the use of the tidelands, the ratio would be lower than if the uplands were unfilled, low-value raw land needing to be developed. This latter situation would impact the ratio due to the relatively lower value of the uplands as compared to the utility of the tidelands. Conversely, if the tidelands are oversized and extend an excessive distance from the

shore, diminishing their utility due to shallow runout or other site limitations, may mean a lower unit value and subsequently a lower tidelands to uplands ratio. This is due to the parcel being larger than would otherwise be necessary as compared to a more efficient, smaller site which would have a higher ratio of unit value.

TABLE 6.1 - RANGE OF TIDELAND UNIT VALUE RATIO (%) OF UPLAND UNIT VALUE					
No.	Location	Date	Size in SF	SF Value	Ratio
			Upland	Upland	Tideland as
			Tideland	Tideland	% of Upland
1	4100 Tongass Ave., Ketchikan	2003	26,915	\$16.03	
			14,275	\$1.94	12%
2	1000/1010 Stedman, Ketchikan	2005	76,597	\$16.00	
			102,133	\$4.99	31%
3	1007 Water St., Ketchikan	2001	61,000	\$17.25	
			40,594	\$4.19	24%
4	Mile 4 Mitkof Hwy, Petersburg	2010	170,772	\$2.50	
			346,720	\$0.57	23%
5	4513 HPR, Sitka	2005	179,507	\$10.72	
			42,035	\$2.74	26%
6	111 JT Brown St., Craig	2009	62,340	\$8.00	
			50,890	\$2.00	25%
7	76 Egan Drive, Juneau	2013	8,692	\$51.50	
			12,918	\$20.55	40%
8	108 Egan Drive, Juneau	1995	NA	\$55.00	
			NA	\$16.00	29%
9A	Alaska Glacier Seafood's, Juneau	2000	NA	\$22.00	
	Range of Comp Unit Values		NA	\$3.04	14%
9B	Alaska Glacier Seafood's, Juneau	2000	NA	\$8.00	
	Range of Comp Unit Values		NA	\$3.04	38%
10	Jacobson Dock, Juneau	2013	100,000	\$20.05	
			379,694	\$5.00	25%
11A	2691 Channel Dr., Juneau	2003	51,231	\$9.00	
	Range of Comp Unit Values		51,401	\$1.08	12%
11B	2691 Channel Dr., Juneau	2003	51,231	\$5.31	
	Range of Comp Unit Values		51,401	\$1.58	30%
12	Ward Cove, Ketchikan	2019	360,000	\$1.50	
	SF contract Rent Values		528,000	\$0.60	40%

If no comparable tideland sales are available, we estimate the value of the complementary uplands and apply a ratio to the upland unit value from 10% to 40% as found in the market to indicate the value of the tidelands under appraisal.

HORAN & COMPANY, LLC**LAND COMPARABLE NUMBER 1****Community:** 15 CBJ - Town - Gold Creek**Recording District:** Juneau**Address:** 1000 Harbor Way**City:** Juneau**State:** AK**Zip:** 99801**Location:** 1000 Harbor Way, Near bridge to Douglas at Harris Harbor**Legal:** ATS 3, Parts of Lot 3, Tidelands Block 51, Plat 347, ; Parcel Number: 1C060K510041**Instrument:** SWD - **Serial:** 2023-003410-0**Sale:** \$118,510**Trans.Type:** Sale**Trans. Date:** October 27, 2023**Rights:** Fee Simple**Grantor:** CBJ Docks & Harbors**Terms:** Cash**Grantee:** 1000 Harbor Way LLC aka Hansen Gress**Size (SF):** 4,814**Utilities:** All**Frontage:****Access:** Road, paved**Zone:** WC**Improvements:** Shop, Office, Retail**Land Class:** Commercial, Tidelands, Waterfront**Topography:** Level, Sloping, Submerged**Vegetation:** None**Soil:** Sloping, Tidelands**Present Use:** Commercial building and parking**Intended Use:** Extinguish encroachments over fee and leased lands**Highest and Best Use:****Comments**

Sloping Tidelands from road to submerged harbor.

Analysis:

\$118,510/4,814 SF = \$24.62/SF

Allocation:

Filled uplands \$37,050/ 741 SF = \$50 /SF

Tidelands \$81,460 /4,073 SF= \$20/SF

Marketing Info: This is a purchase of leased land under a building and other lands to extinguish encroachment issues. Negotiated Market sale based on appraisal of fee simple value of leased lands and an additional strip of City tidelands (File 23-003). Seller pay for survey and all closing costs.

Confirmed with: Teena Larson, CBJ

Carl Uchytel, Port

Confirmed date: 2/3/2024

3/15/2023

Confirmed by: C.Horan

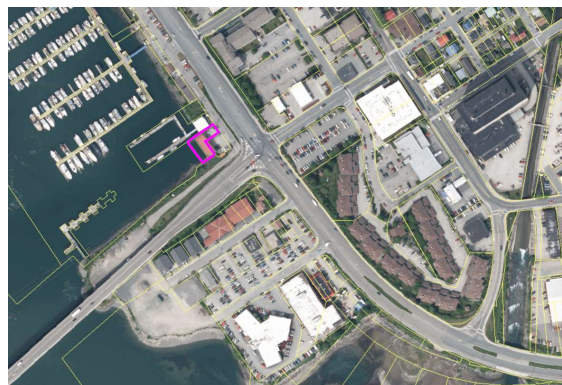
C.Horan

Revision Date: 12/14/2021

Record Number: 12239



C 111720 (226)



HORAN & COMPANY, LLC**LAND COMPARABLE NUMBER 2****Community:** 16 CBJ - Town - CBD - Commercial**Recording District:** Juneau**Address:** 76 76 Egan Drive**City:****State:****Zip:****Location:** 98 Egan Drive, Seadrome Marina - Goldbelt Float**Legal:** Parcel B, C, E, F, and F Exhibit C, Block 76 (see 12-053 & 15-127 & 18-054, 23-051); Parcel Number: 1C070K760021**Instrument:** Lease **Serial:****Annual Rent:** \$63,900**Trans.Type:** Land Rent**Trans. Date:** June 1, 2023**Rights:** Lease**Grantor:** City and Borough of Juneau**Terms:** Began in May of 1998 for 35 years**Grantee:** Goldbelt (or Cultural Preservation, Inc.)**Size (SF):** 19,916**Utilities:** All**Frontage:** Water Front**Access:** Road, paved, Boat**Zone:** WC**Improvements:** None as leased**Land Class:** Tidelands, Commercial**Topography:** Submerged, Level**Vegetation:** None**Soil:** Tidelands**Present Use:** Vacant**Intended Use:** Dock for vessels and other marine and tourist-related activities**Highest and Best Use:** Marina**Comments**

2015 Amendment- . Effective day of amendment June 1, 2013. The rented area was reduced to 19,916 (dropped Parcel A 694 SF from original lease) and dropped lease percentage rate from 10% to 9%.

Analysis:

\$63,900 Rent/ 9%= \$710,000/ 19,916 SF = \$35.60/SF overall

Value allocation Upland and Tideland

Upland \$ 318,500/4,900 SF= \$65/SF =100%

Tideland \$390,500/15,016 SF=\$26.01/SF = 40%

Marketing Info: Rent Adjusted effective**6/1/2023 based on land appraisal of \$710,000**

at contract rent of 9% = \$63,900. note filled land areas was adjusted to 4,900 SF, Tideland to 15,016 SF (23-051)

Rent adjustment 56327.58 effective 6/1/2018, based on area change but no change in value

Confirmed with: Teena, CBJ

File Notes/Jim Canary

Confirmed date: 11/13/2023

11/14/2006

Confirmed by: C.Horan

K.Williams

Revision Date: 8/8/2022

Record Number: 5011



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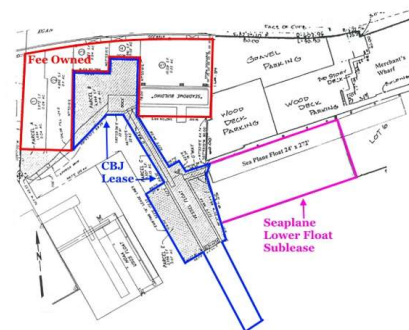


FIGURE 3.4 - SITE LAYOUT

HORAN & COMPANY, LLC**LAND COMPARABLE NUMBER 3****Community:** 17 CBJ - Town - CBD - Retail**Recording District:** Juneau**Address:** 109-117 South Franklin St**City:** Juneau**State:** AK**Zip:** 99801**Location:** 117 S. Franklin, Old Elks Lodge - Next to Baranof Hotel**Legal:** Lot 7, 8 and SW 1/2 of 6, Block 13, Juneau Townsite; Parcel Number: 1C070A130030**Instrument:** WD -**Serial:** 2023-001875-0**Sale:** \$2,660,000**Trans.Type:** Sale**Trans. Date:** June 27, 2023**Rights:** Assumed Fee Simple**Grantor:** Emert, Erik dba Fishbone Rentals LLC**Terms:** DOT \$870,000 for land purchase June 2024, then DOT \$2,483,288 Dec. 2024 assume to cover**Grantee:** Franklin Foods David McCasland**Size (SF):** 11,048**Utilities:** All**Frontage:****Access:** Road, paved**Zone:** CBD**Improvements:** 15,991 SF Building, built in 1908 torn down.**Land Class:** Non-WTFT, Commercial**Topography:** As developed appriaser esstimates ~75%, 8,286 SF level**Vegetation:** Cleared**Soil:** Buildable**Present Use:** Restaurant, retail, building with obsolescence**Intended Use:** Demo building and construct a retaining walls use for outdoor tourism related food & beverage. Future mixed use commercial.**Highest and Best Use:** Future mixed use commercial**Comments**

Price includes amount paid for the property plus demo and retaining wall and site improvements.

Analysis:

Building costs \$1,160,000 / 11048 SF = \$105.00

Demo & Site prep \$1,500,000 / 11048 SF = \$135.77

Total Site Costs \$2,660,000 / 11048 SF = \$240.77

Effective level site ~ 75%; \$2,660,000 / 8,286/SF = \$321.02

Marketing Info: Property listed on MLS # 23488 on market, sold for asking price of \$1,160,000 in 27 days. Buyer owned adjacent land and had demo & site cost estimates before purchase. it appears the buyer anticipated costs of \$1,500,000 to demo the building and construct a retaining walls.

Confirmed with: MLS

Dave Mc Casland

Confirmed date: 4/29/2024

message 4/29/2024

Confirmed by: C.Horan

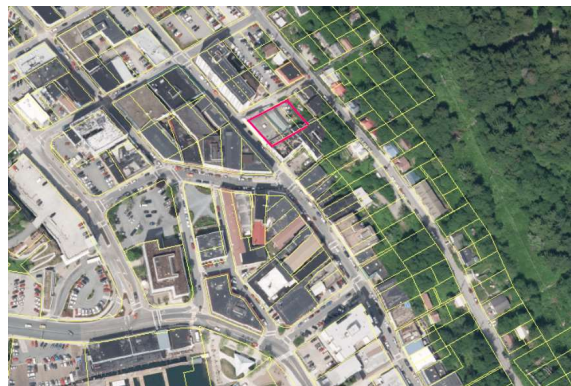
Revision Date: 4/29/2024

Record Number: 12423



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finished Photo 6-6-2024



QUALIFICATIONS OF CHARLES E. HORAN, MAI

Professional Designation	MAI, Member Appraisal Institute, No. 6534
State Certification	State of Alaska General Appraiser Certification, No. APRG41
Bachelor of Science Degree	University of San Francisco, B.S., Business Administration, 1973

Employment History:

1/20 – now	Partner, HORAN & COMPANY, LLC
8/04 – 12/19	Owner, HORAN & COMPANY, LLC
3/87 – 7/04	Partner, HORAN, CORAK AND COMPANY
1980 – 2/87	Partner, The PD Appraisal Group, managing partner since November 1984 (formerly POMTIER, DUVERNAY & HORAN)
1976 – 80	Partner/Appraiser, POMTIER, DUVERNAY & COMPANY, INC., Juneau and Sitka, Alaska
1975 – 76	Real Estate Appraiser, H. Pomtier & Associates, Ketchikan, AK
1973 – 75	Jr. Appraiser, Ketchikan Gateway Borough, Ketchikan, AK

Lectures and Educational Presentations:

2017 “Municipal Assessment Record System” MARS Presentation on automated data collection and analysis for mass appraisals. Presented to Alaska Association of Assessing Officers, Anchorage.

2017 “Keeping it Simple – Local Market Value New Modeling” Presented to AAAO, Anchorage

2011, “Real Estate Market in Southeast Alaska” Presentations to Ketchikan, Juneau and Sitka Chambers of Commerce and Municipality of Skagway

2011, “Demystifying the Appraisal Process” Presentation to USFWS Market Analysis and UASFLA, Anchorage

2007, AConservation Easements@ Presentation - Alaska Association of Assessing Officers, Fairbanks, AK

1998, AEasement Valuation Seminar,@ Alaska Chapter Appraisal Institute, Anchorage, AK

1998, AEasement Valuation Seminar,@ Seal Trust, Juneau, Alaska

1997, ASitka Housing Market,@ Sitka Chamber of Commerce

1997, developed and taught commercial real estate investment seminar for Shee Atika, Inc.

1994, developed and taught seminar "Introduction to Real Estate Appraising," UAS, Sitka Campus

1985, Speaker at Sitka Chamber of Commerce, "What is an Appraisal? How to Read the Appraisal"

1984, Southeast Alaska Realtor's Mini Convention, Juneau, Alaska

Day 1: Introduction of Appraising, Cost and Market Data Approaches

Day 2: Income Approach, Types of Appraisals, AIREA Accredited Course

1983, "The State of Southeast Alaska's Real Estate Market"

1982, "What is an Appraisal?"

Partial List of Types of Property Appraised:

Commercial - Retail shops, enclosed mall, shopping centers, medical buildings, restaurants, service stations, office buildings, auto body shops, schools, remote retail stores, liquor stores, supermarkets, funeral home, mobile home parks, camper courts. Appraised various businesses with real estate for value as a going concern with or without fixtures such as hotels, motels, bowling alleys, marinas, restaurants, lounges.

Industrial - Warehouse, mini-warehouse, hangars, cruise ship docks, marinas, barge loading facilities, industrial acreage, industrial sites, bulk fuel plants, fish processing facilities, a variety of waterfront port sites and industrial lands.

Special Land - Partial Interest and Leasehold Valuation - Remote acreage, tidelands with estimates of annual market rent. Large acreage land exchanges for federal, state, municipal governments and Alaska Native Corporations; retail lot valuations and absorption studies of large subdivisions; gravel and rock royalty value estimates; conservation easements; title limitations, permit fee evaluations. Appraised various properties under lease to determine leasehold and leased fee interests. Various easements and complex partial interests, subsurface interest, patented mining claims.

Special Projects - Special consultation for Federal land exchanges. Developed Land Evaluation Module (LEM) to describe and evaluate 290,000 acres of remote lands. Renovation feasibilities, residential lot absorption studies, commercial, and office building absorption studies. Contract review appraiser for private individuals, municipalities, and lenders. Restaurant feasibility studies, Housing demand studies and overall market projections. Estimated impact of

nuisances on property values. Historic appreciation / market change studies. Historic barren material royalty valuations, subsurface mineral and timberland valuation in conjunction with resource experts.

Mass appraisal valuations: Municipality of Skagway, City of Craig, Ketchikan Gateway Borough and other Alaska communities. Developed electronic/digital assessment record system for municipalities. Developed extensive state-wide market data record system which identified sales in all geographic areas. Administered over 100 assessment rules, developed possessory interest values. Experience with ANSCA-developed land classification for real property tax exemption. Reviewed depletion asset for assessment of mine valuations. Studies on cruise ship visitation impact on assessed values.

Expert Witness Experience and Testimony:

2016 Expert Witness – D’s Investment Group, LLC vs Erwin Enterprises, et al 1JU-15-971CI, settled

2012 Expert Witness – Dukowitz vs Chamberlain and First American Title Insurance Co. 1JU-12-778CI, settled

2011 Expert Witness – Wise and Wise vs City and Borough of Juneau. 1JU-10-584CI, settled

2009 Expert at mediation - Talbot=s Inc vs State of Alaska, et al. IKE-07-168CI

2008 Albright vs Albright, IKE-07-265CI, settled

2006 State of Alaska vs Homestead Alaska, et al, 1JU-06-572, settled

2006 State of Alaska vs Heaton, et al, 1JU-06-570CI, settled

2006 State of Alaska vs Jean Gain Estate, 1JU-06-571, settled

2004 Assessment Appeal, Board of Equalization, Franklin Dock vs City and Borough of Juneau

2000 Alaska Pulp Corporation vs National Surety - Deposition

U.S. Senate, Natural Resources Committee

U.S. House of Representatives, Resource Committee

Superior Court, State of Alaska, Trial Court and Bankruptcy Courts

Board of Equalization Hearings testified on behalf of these municipalities: Ketchikan Gateway Borough, City of Skagway, City of Pelican, City and Borough of Haines, Alaska

Witness at binding arbitration hearings, appointed Master for property partitionment by superior state court, selected expert as final appraiser in multiparty suits with settlements of real estate land value issues

Real Property Assessment Experience

Developed Municipal Assessment Records System (MARS), a computer assisted mass appraisal (CAMA) solution to automate assessment recordkeeping in compliance with state statutes including infield recording device option. Presently in use in Craig, Petersburg, Wrangell, Haines, Sitka, Yakutat, Bristol Bay, Dillingham and Nome.

Contract assessment experience; either with present partnership or former partnerships has experience being the contract assessor with Craig, Skagway, Petersburg, Wrangell, Haines, Pelican. Performed the 2012 annex assessment for the Ketchikan Gateway Borough.

Board of Equalization Experience; has been involved with over 100 boards of equalization throughout a 40-year career.

Special Projects and Knowledge; Familiar with Alaska Native Claims Settlement Act (ANCSA). Has assessed and appraised surface and subsurface ANCSA estates. Familiar with requirements regarding developed and undeveloped classification of ANCSA lands for taxable and exemption status with regard to mining development, logging infrastructure and other forms of development. Expert at possessory interest status and value calculation including complex property such as railroads, mines, utility systems, cruise ship docks, marinas, bulk fuel plants, contaminated properties, etc. Member of Alaska Association of Assessing Officers; has participated as a presenter at annual meetings and keeps informed with current assessment issues and is exposed to evolving complexities of the assessment field experience of other Alaska assessment departments.

Partial List of Clients:

Federal Agencies

Bureau of Indian Affairs
Bureau of Land Mngmnt.
Coast Guard
Dept. Of Agriculture
Dept. Of Interior
Dept. Of Transportation
Federal Deposit Ins. Corp
Federal Highway Admin.
Fish & Wildlife Service
Forest Service
General Service Agency
National Park Service
USDA Rural Develop.
Veterans Administration

Lending Institutions

Alaska Growth Capital
Alaska Pacific Bank
Alaska Ind. Dev. Auth.
ALPS FCU
First Bank
First National Bank AK
Key Bank
Met Life Capital Corp.
National Bank of AK
Northrim, AK
Rainier National Bank
SeaFirst Bank
True North Credit Union
Wells Fargo
Wells Fargo RETECHS

ANCSA Corporations

Cape Fox, Inc.
Doyon Corporation
Eyak Corporation
Goldbelt
Haida Corporation
Huna Totem
Kake Tribal Corporation
Klawock-Heenya Corp.
Klukwan, Inc.
Kootznoowoo, Inc.
Sealaska Corporation
Shaan Seet, Inc.
Shee Atika Corporation
TDX Corporation
The Tatitlek Corporation
Yak-Tat Kwan

Companies

Allen Marine
AK Electric Light & Power
AK Lumber & Pulp Co.
AK Power & Telephone
Allen Marine
Arrowhead Transfer
AT&T Alascom
Coeur Alaska, Kensington Mine
Delta Western
Gulf Oil of Canada
Hames Corporation
HDR Alaska, Inc.
Holland America
Home Depot
Kennecott Greens Creek
Kennedy & Associates
Madsen Construction, Inc.
Service Transfer
Standard Oil of CA
Tongass Trading Co.
Union Oil
Ward Cove Packing
White Pass & Yukon RR
Yutana Barge Lines

Municipalities

City & Borough of Haines
City & Borough of Juneau
City & Borough of Sitka
City of Akutan
City of Coffman Cove
City of Craig
City of Hoonah
City of Ketchikan
City of Klawock
City of Pelican
City of Petersburg
City of Thorne Bay
City of Wrangell
Ketchikan Gateway Borg.
Municipality of Skagway

Other Organizations

BIHA
Central Council for Tlingit
& Haida Indian Tribes
of Alaska (CCTHITA)
Diocese of Juneau
Elks Lodge
Hoonah Indian Assoc.
LDS Church
Moose Lodge
SE AK Land Trust (SEAL)
SEARHC
Sitka Tribe of Alaska
The Nature Conservancy
The Conservation Fund
Wilderness Land Trust
Great Land Trust

State of Alaska Agencies

Alaska State Building
Authority (formerly
ASHA)
Attorney General
Dept. of Fish & Game
Dept. of Nat. Resources,
Div. of Lands
Dept. of Public Safety
DOT&PF
Mental Health Land Trust
Superior Court
University of Alaska

Education

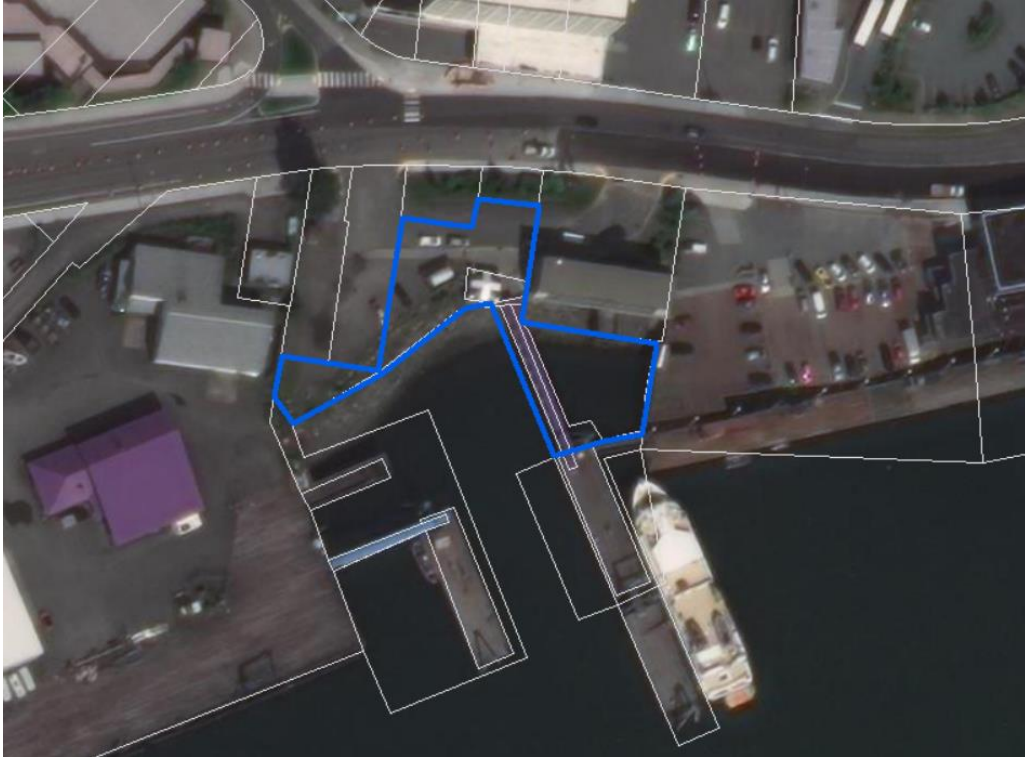
Comparative Analysis, May 2021 The Cost Approach: Unnecessary or Vital to a Healthy Practice, April 2021 Eminent Domain and Condemnation, June 2021 Cool Tools: New Technology for Real Estate Appraisers, June 2021 Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets February 14-15, 2019, Boise, ID Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), Rockville, MD Sept 2017, Oct 2010, May 2002 Valuation of Conservation Easements, Fairfield, CA, Sept 2016 Business Practices and Ethics, Seattle, WA, April 2022, Jan 2016 7-Hour National USPAP Update Course, Bellingham, WA, Jan 2023, June 2021, Jan 2020, Jan 2019, Jan 2016, Jan 2015, Apr 2013, May 2009, Jun 2007, Feb 2005 Online Small Hotel/Motel Valuation, Chicago, IL June 2015 Advanced Spreadsheet Modeling for Valuation Applications, Rockville, MD April 2015 Appraising the Appraisal: Appraisal Review-General, Rockville, MD, May 2012 Information Security Awareness for Appraisal Professionals Webinar, December, 2012 Appraisal Curriculum Overview (2-day General) Milwaukee, WI, August 2011 Business Practices and Ethics, Seattle, WA, Apr 2010 Fall Real Estate Conference, Seattle, WA, Nov 2012, Oct 2011, Dec 2009, Nov 2008 Attacking and Defending an Appraisal in Litigation, Kent, WA, Sep 2008 Sustainable Mixed-Use N.I.M., Seattle, WA, Feb 2008 Appraising 2-4 Unit Properties, Bellevue, WA, Sep 2007 Business Practices and Ethics, Seattle, WA, Jun 2007 Residential Market Analysis and Highest and Best Use, Seattle, WA, Apr 2007 Basic Appraisal Procedures, Seattle, WA, Feb 2007 Rates & Ratios: Making Sense of GIMs, OARs, and DCF, Anchorage, AK, Feb 2005 Best Practices for Residential Appraisal Report Writing, Juneau, AK, Apr 2005 Scope of Work - Expanding Your Range of Services, Anchorage, AK May 2003 Litigation Appraising - Specialized Topics and Applications, Dublin, CA, Oct 2002 USPAP, Part A, Burr Ridge, IL, Jun 2001 Partial Interest Valuation - Undivided, Anchorage, AK, May 2001	Partial Interest Valuation - Divided, Anchorage, AK, May 2001 Easement Valuation, San Diego, CA, Dec 1997 USPAP, Seattle, WA, Apr 1997 The Appraiser as Expert Witness, Anchorage, AK, Oct 2022, May 1995 Appraisal Practices for Litigation, Anchorage, AK, May 1995 Forestry Appraisal Practices, Atterbury Consultants, Beaverton, OR, Apr 1995 Advanced Sales Comparison & Cost Approaches, Univ. of Colorado, Boulder, CO, Jun 1993 Computer Assisted Investment Analysis, University of Maryland, MD, Jul 1991 USPAP, Anchorage, AK, Apr 1991 General State Certification Review Seminar, Anchorage, AK, Apr 1991 State Certification Review Seminar, Dean Potter, Anchorage, AK, Apr 1991 Highest and Best Use and Market Analysis, Baltimore, MA, Mar 1991 Financial Institution Reform, Recovery & Enforcement Act of 1989, Doreen Fair Westfall, Appraisal Analyst, OTS, Juneau, AK, Jul 1990 Real Estate Appraisal Reform, Gregory Hoefer, MAI, OTS, Juneau, AK, Jul 1990 Standards of Professional Practice, Anchorage, AK, Oct 1987 Federal Home Loan Bank Board Memorandum R41C Seminar, Catherine Gearhearth, MAI, FHLBB District Appraiser, Juneau, AK, Mar 1987 Market Analysis, Boulder, CO, Jun 1986 Federal Home Loan Bank Board Regulation 41b, Inst. Bob Foreman, MAI, Seattle, WA, Sep 1985 Litigation Valuation, Chapel Hill, North CA, Aug 1984 Standards of Professional Practices, Bloomington, IN, Jan 1982 Course 2B, Valuation Analysis & Report Writing, Stanford, CA, Aug 1980 Course 6, Introduction to Real Estate Investment Analysis, Aug 1980 Course 1B, Capitalization Techniques, San Francisco, CA, Aug 1976 Course 2A, Case Studies in Real Estate Valuation, Aug 1976 Course 1A, Real Estate Principles and Valuation, San Francisco, CA, Aug 1974 Getting It Right From The Start: A Workout Plan for Your Scope of Work, Virtual Classroom, Alaska Chapter, March 2022 Appraiser as an Expert Witness: Preparation and Testimony, Rockville, MD Oct 2022
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Rev 10/2022

**APPRAISAL REPORT
REAL ESTATE APPRAISAL**

Of
Sea Drome Marina



76 Egan Drive,
Juneau, Alaska
99801

As of
April 30, 2025

Prepared For
Mr. Elias Hastings
Goldbelt Incorporated
3025 Clinton Drive
Juneau, AK, 99801

Prepared by
RAMSEY APPRAISAL RESOURCE
Roger Ramsey, AK-APRG570

File Name:
25-016

RAMSEY APPRAISAL RESOURCE

(907) 723-2936

10615 Horizon Drive
Juneau,
AK, 99801

rogerramsey@mac.com

May 12, 2025

Mr. Elias Hastings
Goldbelt Incorporated
3025 Clinton Drive
Juneau, AK 99801

Re: Appraisal Report, Real Estate Appraisal
Sea Drome Marina
76 Egan Drive, Juneau,
Alaska, 99801

File Name: 25-016

Dear Mr. Hastings:

At your request, I have prepared an appraisal for the above referenced property, which may be briefly described as follows:

The subject property is 14,955 SF of property that includes uplands, tidelands, and submerged lands. Some of the subject area is leased by Goldbelt Inc. Through the years Goldbelt has built and maintained marine and upland improvements on the subject property. These improvements are not included in this valuation and the subject property will be appraised with the hypothetical condition that it is vacant. While the subject is currently encumbered by a lease, this appraisal assumes that the current lease in place has no effect on the value of the subject property.

Please reference page 10 of this report for important information regarding the scope of research and analysis for this appraisal, including property identification, inspection, highest and best use analysis, and valuation methodology.

I certify that I have no present or contemplated future interest in the property beyond this estimate of value. The appraiser has not performed any services regarding the subject within the three-year period immediately preceding acceptance of this assignment.

Your attention is directed to the Limiting Conditions and Assumptions section of this report (page 7). Acceptance of this report constitutes an agreement with these conditions and assumptions. In particular, I note the following:

Hypothetical Conditions:

- It is a hypothetical condition that the land is vacant and available for development to its highest and best use.
- it is a hypothetical condition that the land is not encumbered by any leases.

Extraordinary Assumptions:

- It is an extraordinary assumption that the land areas are as estimated and described in this appraisal

Based on the appraisal described in the accompanying report, subject to the Limiting Conditions and Assumptions, Extraordinary Assumptions and Hypothetical Conditions (if any), I have made the following value conclusion(s):

Current As Is Market Value:

The “As Is” market value of the Fee Simple estate of the property, as of April 30, 2025, is

Five Hundred Ninety Thousand Dollars (\$590,000)

The market exposure time preceding April 30, 2025 would have been 6 months and the estimated marketing period as of April 30, 2025 is 6 months.

Respectfully submitted,
Ramsey Appraisal Resource



Roger Ramsey
AK-APRG570

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Summary of Important Facts and Conclusions

GENERAL

Subject: Sea Drome Marina
76 Egan Drive, Juneau,
Alaska 99801

The subject property is 14,955 SF of property that includes uplands, tidelands, and submerged lands. Some of the subject area is leased by Goldbelt Inc. Through the years Goldbelt has built and maintained marine and upland improvements on the subject property. These improvements are not included in this valuation and the subject property will be appraised with the hypothetical condition that it is vacant. While the subject is currently encumbered by a lease, this appraisal assumes that the current lease in place has no effect on the value of the subject property.

Owner: City and Borough of Juneau

Legal Description: 14,944 SF Portion of ATS 3

Date of Report: May 12, 2025

Intended Use: The intended use is for the client's company to negotiate a potential purchase of the subject property.

Intended User(s): The property owner, CBJ and Goldbelt Incorporated.

Assessment:

Real Estate Assessment and Taxes					
Tax ID	Land	Improvements	Total Assessment	Tax Rate	Taxes
1C070K7600	\$480,954	425,373	\$480,954	\$10.04	\$4,829
Totals	\$480,954	\$0	\$480,954		\$4,829

Notes:

Sale History: The subject has not sold in the last three years, according to public records.

**Current
Listing/Contract(s):**

The subject is not currently listed for sale, or under contract.

Portions of the subject property are encumbered by lease, with the areas encumbered leased at a rate of 9% of the fee simple value. For this leased area the agreed upon fee simple value as of 2023 is \$65 per SF for the uplands and \$26 per SF for the tidelands. The leased tide and submerged lands are a mix of good utility submerged lands and tidelands that are used to support a gangway for access to the submerged lands.

Land:

Land Summary						
Parcel ID	Gross Land Area (Acres)	Gross Land Area (Sq Ft)	Usable Land Area (Acres)	Usable Land Area (Sq Ft)	Topography	Shape
Sea Drome M:	0.34	14,944				

Notes:

Zoning:

Waterfront Commercial

**Highest and Best Use
of the Site:**

Marina for mid-sized tour vessels and upland interfacing

Type of Value:

Market Value: Market value means the most probable price which a property should bring in a competitive and open market under all condition's requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) Buyer and seller are typically motivated.
- (2) Both parties are well informed or well advised and acting in what they consider their own best interests.
- (3) A reasonable time is allowed for exposure in the open market.
- (4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

[1] Source: Code of Federal Regulations, Title 12, Chapter I, Part 34.42

VALUE INDICATIONS	
Sales Comparison	\$590,000
Approach:	
Reconciled Value(s):	As Is
Value Conclusion(s)	\$590,000
Effective Date(s)	April 30, 2025
Property Rights	Fee Simple

Limiting Conditions and Assumptions

Acceptance of and/or use of this report constitutes acceptance of the following limiting conditions and assumptions; these can only be modified by written documents executed by both parties.

This appraisal is to be used only for the purpose stated herein. While distribution of this appraisal in its entirety is at the discretion of the client, individual sections shall not be distributed; this report is intended to be used in whole and not in part.

No part of this appraisal, its value estimates or the identity of the firm or the appraiser(s) may be communicated to the public through advertising, public relations, media sales, or other media.

All files, work papers and documents developed in connection with this assignment are the property of Ramsey Appraisal Resource . Information, estimates, and opinions are verified where possible, but cannot be guaranteed. Plans provided are intended to assist the client in visualizing the property; no other use of these plans is intended or permitted.

No hidden or unapparent conditions of the property, subsoil or structure, which would make the property more or less valuable, were discovered by the appraiser(s) or made known to the appraiser(s). No responsibility is assumed for such conditions or engineering necessary to discover them. Unless otherwise stated, this appraisal assumes there is no existence of hazardous materials or conditions, in any form, on or near the subject property.

Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyl, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, was not called to the attention of the appraiser nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test for such substances. The presence of such hazardous substances may affect the value of the property. The value opinion developed herein is predicated on the assumption that no such hazardous substances exist on or in the property or in such proximity thereto, which would cause a loss in value. No responsibility is assumed for any such hazardous substances, nor for any expertise or knowledge required to discover them.

Unless stated herein, the property is assumed to be outside of areas where flood hazard insurance is mandatory. Maps used by public and private agencies to determine these areas are limited with respect to accuracy. Due diligence has been exercised in interpreting these maps, but no responsibility is assumed for misinterpretation.

Good title, free of liens, encumbrances and special assessments is assumed. No responsibility is assumed for matters of a legal nature.

Necessary licenses, permits, consents, legislative or administrative authority from any local, state, or Federal government or private entity are assumed to be in place or reasonably obtainable.

It is assumed there are no zoning violations, encroachments, easements, or other restrictions which would affect the subject property, unless otherwise stated.

The appraiser(s) are not required to give testimony in Court in connection with this appraisal. If the appraisers are subpoenaed pursuant to a court order, the client agrees to pay the appraiser(s) Ramsey Appraisal Resource 's regular per diem rate plus expenses.

Appraisals are based on the data available at the time the assignment is completed. Amendments/modifications to appraisals based on new information made available after the appraisal was completed will be made, as soon as reasonably possible, for an additional fee.

Americans with Disabilities Act (ADA) of 1990

A civil rights act passed by Congress guaranteeing individuals with disabilities equal opportunity in public accommodations, employment, transportation, government services, and telecommunications. Statutory deadlines become effective on various dates between 1990 and 1997. Ramsey Appraisal Resource has not made a determination regarding the subject's ADA compliance or non-compliance. **Non-compliance could have a negative impact on value; however this has not been considered or analyzed in this appraisal.**

Scope of Work

According to the Uniform Standards of Professional Appraisal Practice, it is the appraiser's responsibility to develop and report a scope of work that results in credible results that are appropriate for the appraisal problem and intended user(s). Therefore, the appraiser must identify and consider:

- the client and intended users.
- the intended use of the report.
- the type and definition of value.
- the effective date of value.
- assignment conditions.
- typical client expectations; and
- typical appraisal work by peers for similar assignments.

This appraisal is prepared for Mr. Elias Hastings, Goldbelt Incorporated. The problem to be solved is to estimate the current 'As Is' market value for asset management purposes. The intended use is for the client's company to negotiate a potential purchase of the subject property. This appraisal is intended for the use of property owner, CBJ and Goldbelt Incorporated.

SCOPE OF WORK	
Report Type:	This is an Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(a). This format provides a summary or description of the appraisal process, subject and market data and valuation analyses.
Property Identification:	The subject has been identified by the legal description and the assessors' parcel number and maps depicting the area of the assessor parcel to be valued.
Inspection:	On April 30th the appraiser visited the subject property and took pictures from the different sides and corners.
Market Area and Analysis of Market Conditions:	A complete analysis of market conditions has been made. The appraiser maintains and has access to comprehensive databases for this market area and has reviewed the market for sales and listings relevant to this analysis.
Highest and Best Use Analysis:	A complete as vacant highest and best use analysis for the subject has been made. Physically possible, legally permissible, and financially feasible uses were considered, and the maximally productive use was concluded.

Type of Value:

Market Value: Market value means the most probable price which a property should bring in a competitive and open market under all condition's requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) Buyer and seller are typically motivated.
- (2) Both parties are well informed or well advised and acting in what they consider their own best interests.
- (3) A reasonable time is allowed for exposure in the open market.
- (4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

[1] Source: Code of Federal Regulations, Title 12, Chapter I, Part 34.42

Valuation Analyses

Cost Approach:

A cost approach was not applied as The subject is to be valued as vacant land, therefore this approach does not apply

Sales Comparison Approach:

A sales approach was applied as there is adequate data to develop a value estimate and this approach reflects market behavior for this property type.

Income Approach:

An income approach was not applied as while the subject could generate an income stream, the most probable buyer is an owner-occupant.

Hypothetical Conditions:

- It is a hypothetical condition that the land is vacant and available for development to its highest and best use.
- it is a hypothetical condition that the land is not encumbered by any leases.

Extraordinary Assumptions:

- It is an extraordinary assumption that the land areas are as estimated and described in this appraisal

Comments

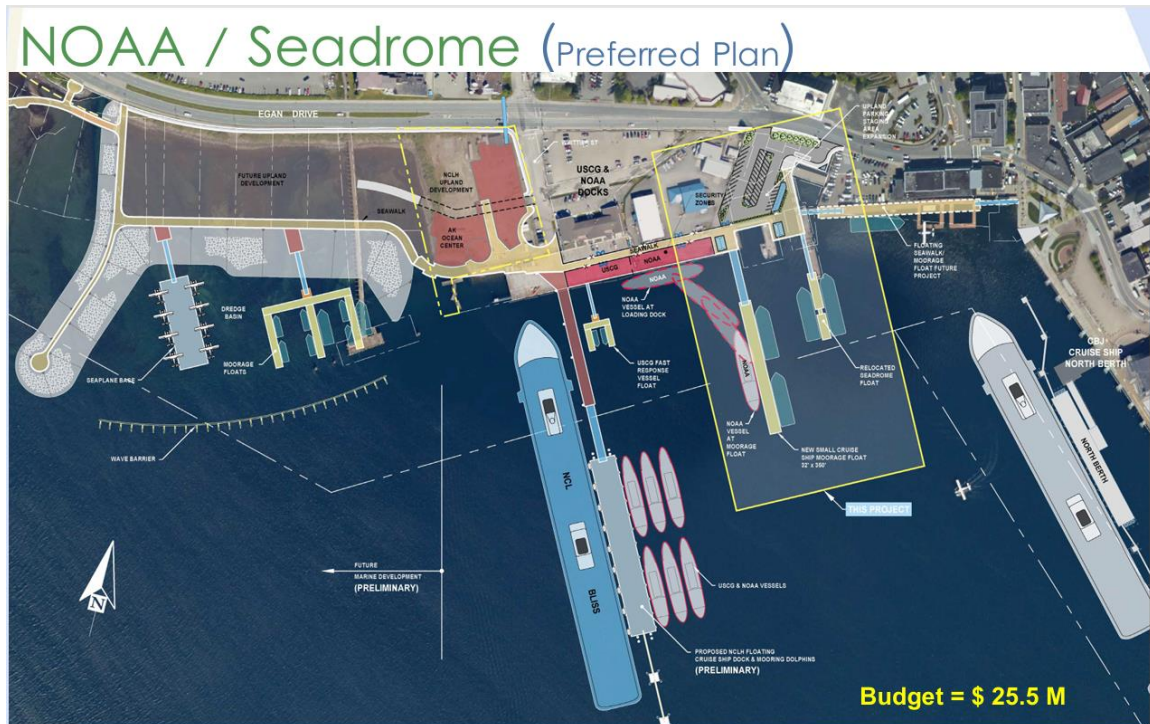
In the process of performing this appraisal the appraiser looked for the best, most recent market data available by requesting an extract from the assessors data base that shows current owners and identifies the dates of property transfers. This was delivered to the appraiser in an excel document. The appraiser then changes it into a DBF file so that it can be loaded into my GIS map, which I can then use to highlight the recent sales for identification.

I called local marine construction contractors to try and get costs for building over the unused portion of the subject tidelands. As of the date of this report I received no response, so I used information I was given in 2024, by Kris Hart of Western Marine.

I was given the Horan and Company appraisal report of the subject by the client, for understanding of the area to be acquired.

I was given leases encumbering the subject property and the lease they have with Merchants wharf. These were reviewed and used for their terms and their indications of value.

I read reports from the CBJ Harbor department on the locations and viability of small cruise ship marinas in Juneau. These reports showed continued growing demand in this sector. Following is what is depicted as the preferred plan for the subject and the area surrounding it.



Above is the preferred plan that was identified in the March 2021 Juneau Small Cruise ship master plan, identifying the subject as a preferred location for further development.

Market Area Analysis

Juneau has been enjoying post covid tourism come back. Cruise ships are here in full force. Independent traveler visitation is strong. According to Steve Kikendal at Tyler Rentals, the local mines are re-permitted and have a positive outlook though many of their employees are out of state residents and cost to mine are going up with fuel. Fishing and fish processing is currently slumped and poised to swing up. This is not as big of a driver in Juneau as in other SE communities. While tourism is on a rise, government jobs are decreasing. DOGE has had significant impact on the number of Federal employees in Juneau. The rate of tourism increases, and jobs associated appear to have outpaced the decrease in lost government jobs, giving Juneau a slightly upward trending economy.

On April 7th the Juneau assembly okayed the Aak'w Landing tideland lease. This is a big news for the contractors in town and will reshape the waterfront and uplands associated. The project according to deputy mayor Greg Smith will cost around \$200 million. As government funding is currently waning, a project like this helps to keep money flowing.

Additionally the Coast Guard is planning on home porting USCGC Storis, in Juneau. It is expected to enter service in Juneau in 2026. According to Juneau Empire article living arrangements for 600 new people will be required. This is also a big boost for the Juneau economy and its future.

The following is excerpted from juneau.org

S&P Global Ratings Rates CBJ Bonds 'AA+' in Vote of Confidence for Juneau's Economic Future

S&P Global Ratings has assigned an 'AA+' rating to the City & Borough of Juneau's series 2023 general obligation (GO) bonds and affirmed the AA+ rating on CBJ's existing GO debt. The AA+ rating indicates a "very strong capacity to meet financial commitments" and is the highest rating usually awarded to communities Juneau's size.

S&P's analysis cited Juneau's strong local economy and good financial-management policies as key factors in the rating. The analysis noted that "long-term economic trajectory will likely remain stable because Juneau has shown resilience to navigate uncertainty."

"This is real evidence of the positive outlook for Juneau's economy," said CBJ Finance Director Jeff Rogers. "The AA+ rating reflects not only CBJ's ongoing commitment to fiscal responsibility but shared efforts throughout the community to restart the local economy and rebound from COVID-19. It's rewarding to see a third party recognize what we're doing right."

The following are excerpts from JDEC latest economic indicator report, which was published in the fall of 2024.

Juneau by the Numbers

	2022	2023	% Change 2022 - 2023
Employment & Wages			
Total Payroll (Millions)	\$1,082.86	\$1,170.51	8.1%
<i>Government (Millions)</i>	\$458.84	\$491.54	7.1%
<i>Service Sector (Millions)</i>	\$434.80	\$475.05	9.3%
<i>Goods-Producing (Millions)</i>	\$189.21	\$203.92	7.8%
Average Wage	\$62,412	\$66,000	5.8%
Average Monthly Employment	17,349	17,722	2.1%
<i>Service Sector</i>	8,646	8,982	3.9%
<i>Goods-Producing</i>	2,119	2,144	1.2%
<i>State of Alaska</i>	3,339	3,270	-2.1%
<i>Local and Tribal</i>	2,542	2,637	3.7%
<i>Federal Civilian</i>	703	688	-2.1%
Commercial Fishing Permits Issued	568	552	-2.8%
Unemployment Rate	2.9%	3.0%	0.1%
Demographics			
Population	31,834	31,549	-0.9%
<i>0 - 19 Years</i>	7,355	7,203	-2.1%
<i>20 - 39 Years</i>	8,703	8,606	-1.1%
<i>40 - 59 Years</i>	8,312	8,136	-2.1%
<i>60 and Over</i>	7,464	7,604	1.9%
Median Age	39.7	39.9	0.5%
Construction & Housing			
New Housing Permits Issued	74	176	137.8%
New Housing Units Built	64	121	89.1%
Median Price of Single-Family Home	\$529,500	\$522,500	-1.3%
Transportation			
Cruise Passenger Arrivals*			2.2%
		*1,677,935 (2024)	
Air Passenger Enplanements	359,312	354,709	-1.3%
Ferry Passenger Arrivals	35,683	41,469	16.2%
Business Sales			
Gross Business Sales (Thousands)	\$3,051,736	\$3,319,161	8.8%



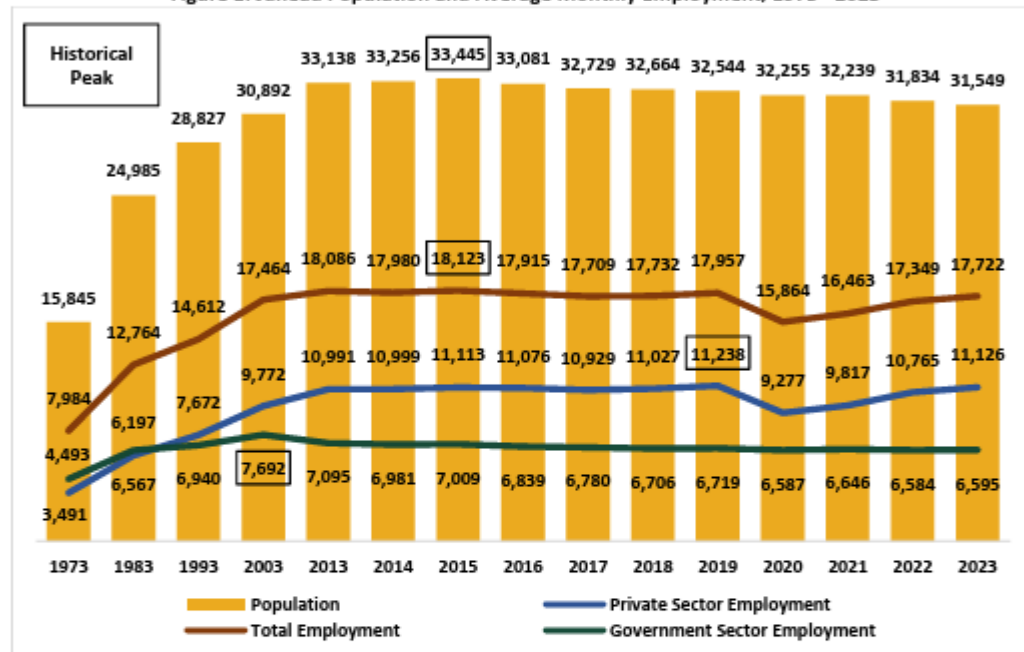
Southeast Alaska by the Numbers

	2022	2023	% Change 2022 - 2023
Employment & Earnings			
Total Payroll (Millions)	\$2,064.31	\$2,265.45	9.7%
<i>Government (Millions)</i>	\$774.04	\$832.28	7.5%
<i>Service Sector (Millions)</i>	\$940.09	\$1,044.19	11.1%
<i>Goods-Producing (Millions)</i>	\$350.17	\$388.98	11.1%
Average Wage	\$57,924	\$61,321	5.9%
Average Monthly Employment	35,638	36,944	3.7%
<i>Service Sector</i>	19,156	20,214	5.5%
<i>Goods-Producing</i>	4,492	4,620	2.9%
<i>State of Alaska</i>	4,333	4,287	-1.1%
<i>Local and Tribal</i>	6,291	6,445	2.5%
<i>Federal Civilian</i>	1,365	1,377	0.9%
Commercial Fishing Permits Issued	4,682	4,625	-1.2%
Unemployment Rate	4.3%	4.2%	-0.1%
Demographics			
Population	71,873	71,077	-1.1%
<i>0-19 Years</i>	16,707	16,334	-2.2%
<i>20-39 Years</i>	18,298	18,048	-1.4%
<i>40-59 Years</i>	18,158	17,843	-1.7%
<i>60 and Over</i>	18,710	18,852	0.8%
Population Without Juneau	40,039	39,528	-1.3%
Median Age Without Juneau	42.4	42.6	0.5%
Construction & Housing			
New Housing Units Built	157	247	57.3%
Without Juneau	93	126	35.5%
Transportation			
Ferry Passengers	118,692	137,718	16.0%
Air Passenger Enplanements	703,914	705,356	0.2%

Employment & Earnings

Juneau's average monthly employment increased by 373 jobs (+2.2%) in 2023 based on preliminary jobs numbers. This follows an increase of 886 jobs (+5.4%) between 2021 and 2022. The private sector added 361 jobs (+3.4%) in 2023, while government jobs (Federal, State, and Local) increased by 11 (+0.2%). This increase was due to growth in Local & Tribal Government employment; Federal & State Government employment both fell in 2023. Figure 1 illustrates Juneau's historical trends in population and average monthly employment.

Figure 1: Juneau Population and Average Monthly Employment, 1973 - 2023



Source: Alaska Department of Labor and Workforce Development, Quarterly Census of Employment and Wages

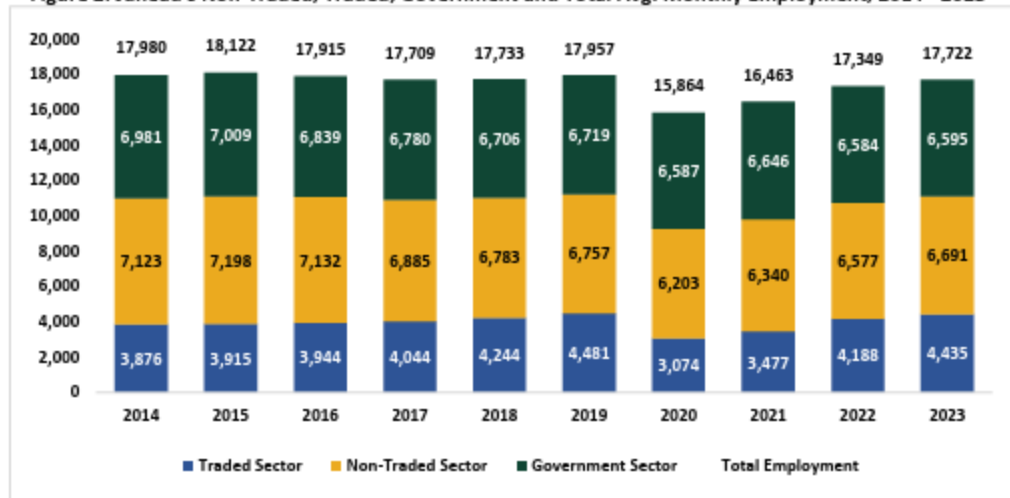
Figure 2 explores annual job counts in Juneau within the Traded, Non-Traded, and Government Sectors.

Juneau's traded industries (like mining, tourism, and manufacturing – including seafood processing) bring revenue into the community from outside. Juneau's traded industries grew by 247 jobs (+5.9%) in 2023, continuing a positive trend after the significant decline in 2020. The number of jobs in Juneau's traded industries in 2023 was 46 below the number of jobs in 2019. Mining saw an increase of 54 jobs (+5.8%) in 2023, the third consecutive year of increases. Tourism added 202 jobs (+7.3%), bringing the industry job count to 94.3% of what it was in 2019.

Juneau's non-traded industries (goods and services consumed where they are produced) saw an overall increase of 114 jobs (+1.7%) in 2023. With this increase, the number of jobs in the non-traded sector was 99.0% of what it was in 2019.



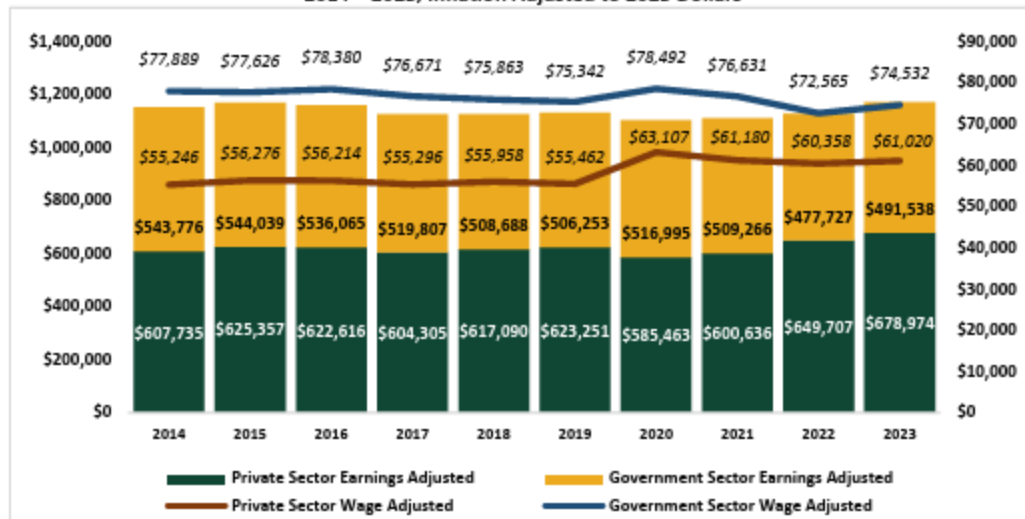
Figure 2: Juneau's Non-Traded, Traded, Government and Total Avg. Monthly Employment, 2014 - 2023



Source: Alaska Department of Labor and Workforce Development, Quarterly Census of Employment and Wages. (Note: Jobs count is for wage and salary jobs, including full and part-time, temporary, or permanent, for all employers. Government sector employment excludes active-duty Coast Guard employment.)

On an inflation-adjusted basis, 2023 total earnings in Juneau increased by \$43.1 million (+3.8%) compared to the previous year, to \$1.17 billion (Figure 3). Private sector earnings increased by \$29.3 million, and government sector earnings increased by \$13.8 million from 2022 to 2023. The inflation-adjusted annual private sector average wage in 2023 was \$662 higher than 2022. The government sector inflation-adjusted average annual wage was \$1,967 higher in 2023 than in 2022. The U.S. annual inflation rate in 2023 was 4.11%, according to the Federal Reserve Bank of St. Louis. This follows an annual inflation rate of 8.00% in 2022.

Figure 3: Juneau's Total Earnings (Thousands) and Average Annual Wages for Private and Government Sectors 2014 – 2023, Inflation Adjusted to 2023 Dollars

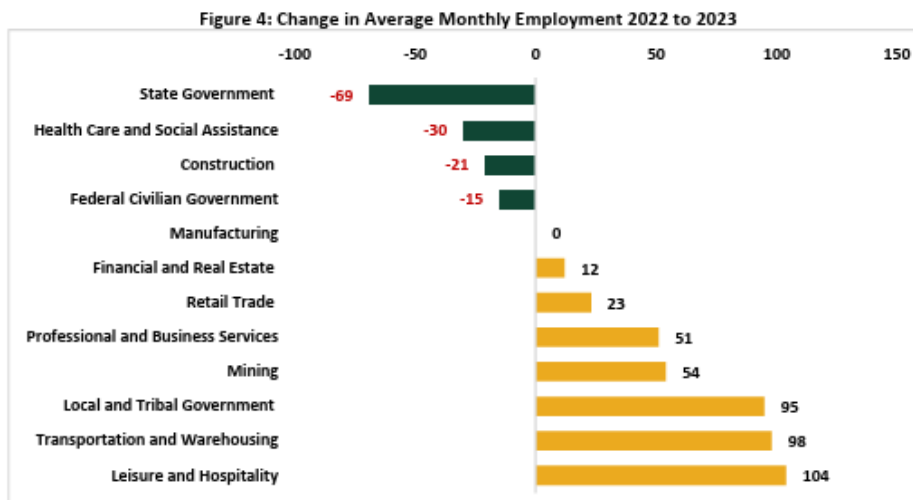


Source: Alaska Department of Labor and Workforce Development, Quarterly Census of Employment and Wages. (Note: Earnings are for wage and salary jobs, including full and part-time, temporary or permanent, for all employers. Government sector earnings are exclusive of active-duty Coast Guard employment.)



Industry Sector Employment & Earnings

In 2023, Juneau continued to experience a decline in the number of State Government jobs. Figure 4 shows that monthly state government employment decreased by 69 jobs in 2023 (compared to losses of 143, 48, and 141 in preceding years). Local and Tribal Government employment increased by 95 jobs, a third consecutive year of growth. Federal Government employment decreased by 15 jobs. Health Care & Social Assistance and Construction saw minor decreases in employment, declining by 30 and 21 respectively. Most other industries saw modest to significant increases in employment and earnings, continuing the trend of recovery post-2020 pandemic. Leisure & Hospitality and Transportation & Warehousing, two industries that are closely related to tourism, grew for a third consecutive year. In 2023, Leisure & Hospitality average monthly employment grew by 104 and Transportation employment grew by 98.



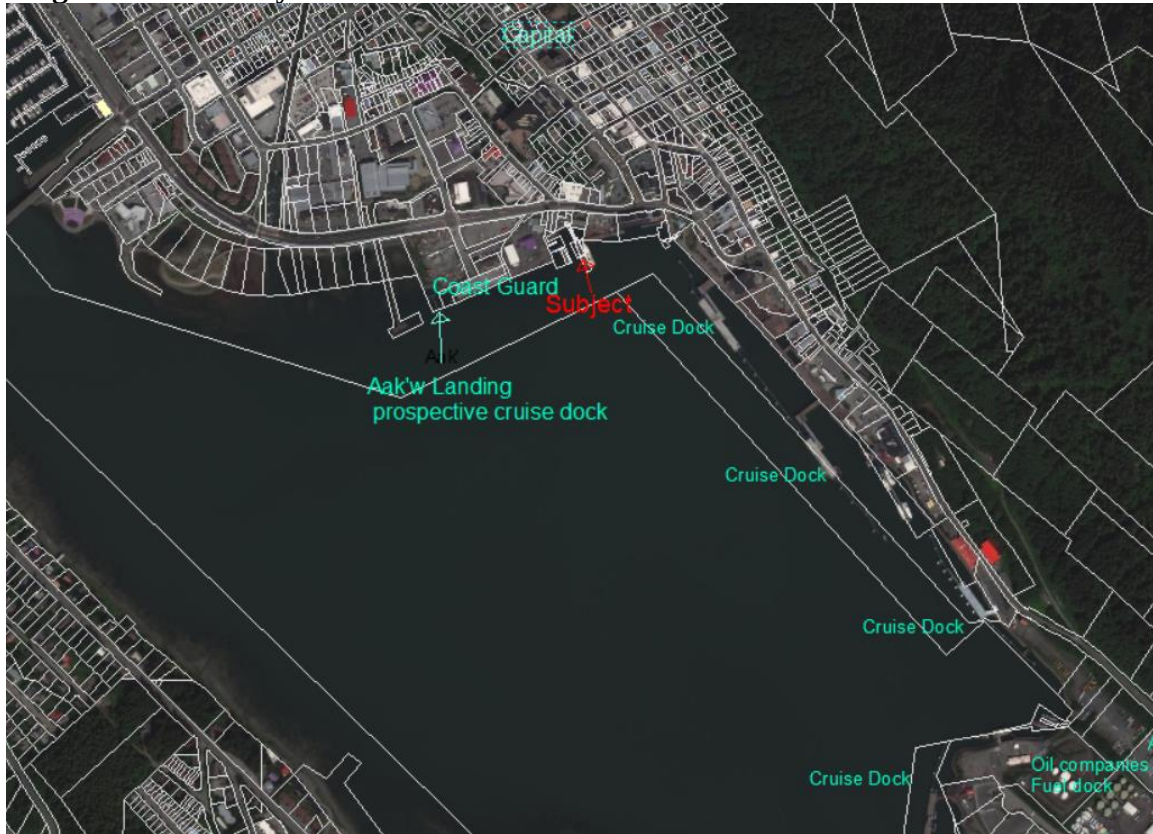
Source: Alaska Department of Labor and Workforce Development, Quarterly Census of Employment and Wages (Note: Local Government includes Juneau School District employment and enterprises such as the Juneau Airport, Docks and Harbors, and Bartlett Regional Hospital. The Federal Civilian Government does not include active-duty Coast Guard personnel stationed in Juneau. Also, the Information sector technically saw the greatest decrease in average monthly employment from 2022 to 2023, but this was not included as it was a result of certain employers changing NAICS codes for their firms.)

Juneau's economy prospers when high paying jobs increase in the community. An analysis of average wages in 2023 and annual compound change in employment from 2019 to 2023 by sector is shown in Figure 5.

Appraisers thoughts and conclusions

In the recent past Juneau's economy has been strong and earnings have increased, and this had been expected to continue. Currently however, the US executive administration has been making moves that have unsettled the economy. Whether or not these moves will continue to unsettle the economy or whether adjustments will be made to bring confidence back to the market is still unknown. Currently bookings for independent and cruise ship travel are still up and in general Juneau could be a fairly safe haven from much of the potential turmoil, due to the strong mining, fishing, government (USCG increases) and still growing tourism economy. It is my opinion that Juneau's economy will do well in the coming years.

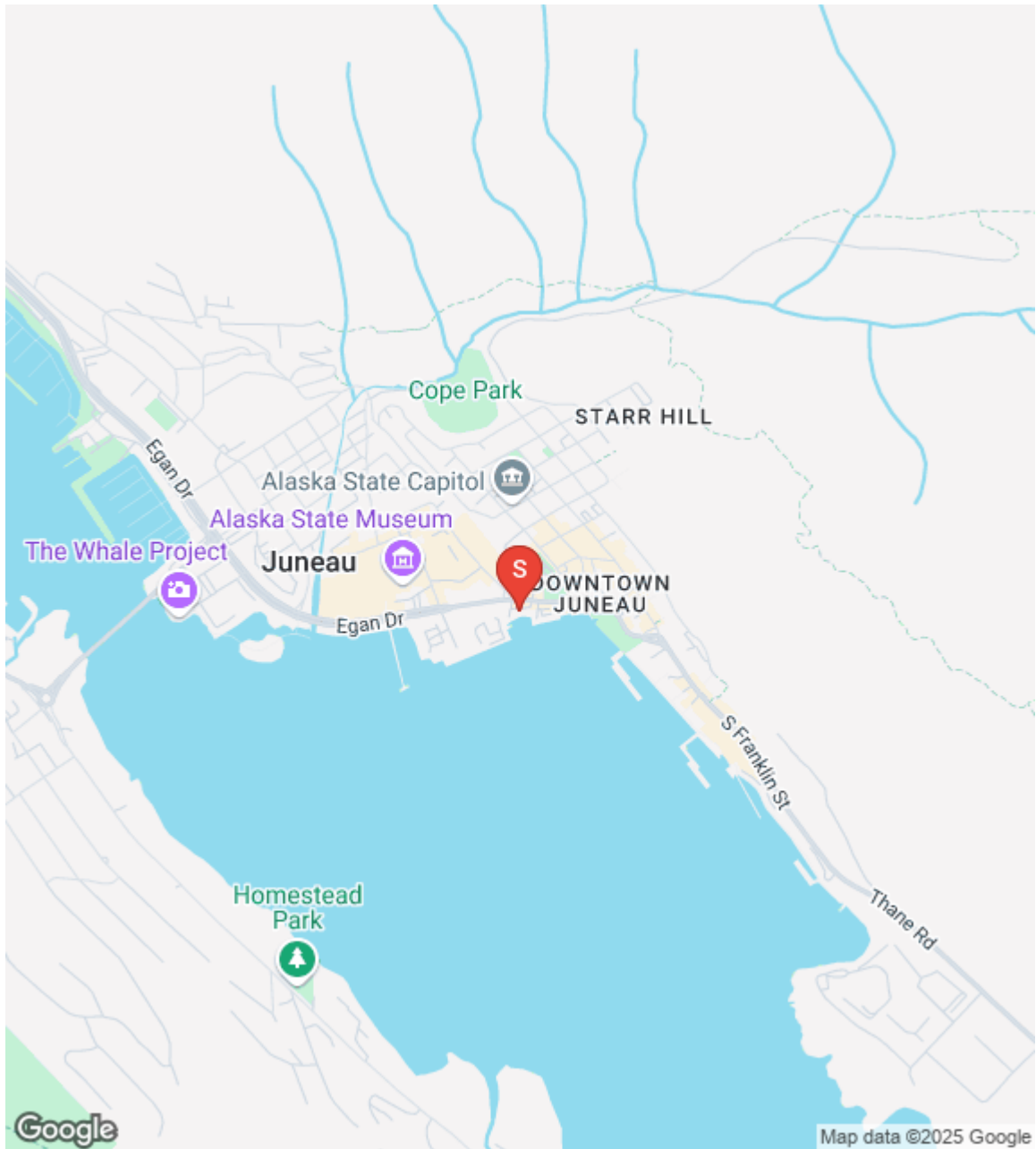
Neighborhood Analysis



As can be seen in the image above the subject is central to the downtown area and in the middle of the waterfront, More development happening with the new USCG Ice Breaker tying up at or near the Coast Guard property and the new proposed Cruise ship dock will continue to make the subject location prime.

The proximity to hotels, restaurants and bars, is a key to demand for small Cruise ships similar to what tie up at the subject. Juneau is the preferred passenger turn around location, due to its airport and hotel availability. Additionally, directly across the street is the down town transit center, which provides transportation through out Juneau.

Location Map



Property Description

The subject property is 14,955 SF of property that includes uplands, tidelands, and submerged lands. Some of the subject area is leased by Goldbelt Inc. Through the years Goldbelt has built and maintained marine and upland improvements on the subject property. These improvements are not included in this valuation and the subject property will be appraised with the hypothetical condition that it is vacant. While the subject is currently encumbered by a lease, this appraisal assumes that the current lease in place has no effect on the value of the subject property.

SITE	
Location:	76 Egan Drive
Current Use of the Property:	Marina for mid-sized tour vessels
Site Size:	Total: 0.34 acres; 14,944 square feet The subject is comprised of uplands, tidelands, and submerged lands. The upland area as vacant could be put to many commercial uses which are marine related. The tidelands are an area which are covered and uncovered by water depending on the tide. These attributes make utilizing this area of the subject dependent on either ramping over it to reach the navigable submerged lands or decking over it for flat usable space as Merchants Warf has done next door. The submerged land is the area of the subject below -4 feet.
Shape:	Irregular
Frontage/Access:	The subject property currently only has access from the water. Access to Egan Drive requires crossing Cultural Preservation property which fronts Egan Drive and has approximately 253 lineal feet of frontage, based on measuring using Arcview map program.
Visibility:	Good
Topography:	filled uplands are level with the grade of Egan Drive and slope to the mean high tide on the water side edge. The tidelands and submerged lands of the subject slope from mean high tide, around 15, to around -15 feet.
Soil Conditions:	The uplands appear to have been filled with good draining fill adequate for development.
Utilities:	Electricity: Public electricity

Sewer: Public water

Water: Public sewer

Adequacy: The utilities are typical and adequate for the market

Site Improvements:

- While the subject has site improvement, which include pavement, concrete sidewalks, deck, fueling equipment and gangway, these improvements are not included in the valuation.

Flood Zone: The subject is located in an area mapped by the Federal Emergency Management Agency (FEMA). The subject is located in FEMA flood zone velocity, which is classified as a flood hazard area.

FEMA Map Number: 02110C1566E

FEMA Map Date: September 18, 2020

The subject is in a velocity zone. CBJ Code currently says this about development in a velocity zone: '3. The use of fill for structural support of buildings within V Zones may be allowed only when certified by an engineer licensed to practice in the State of Alaska that the fill, foundation, and structure attached thereto is adequately anchored to resist floatation, collapse and lateral movement due to the effects of wind and water loads acting simultaneously on any and all building structural components. The use of fill for structural support shall not be permitted where soil investigations that are required in accordance with Section R401.4 indicate that soil material under the proposed fill is subject to scour or erosion from wave-velocity flow conditions. Wind and water loading values shall each have a one percent chance of being equaled or exceeded in any given year (100-year mean recurrent interval).'

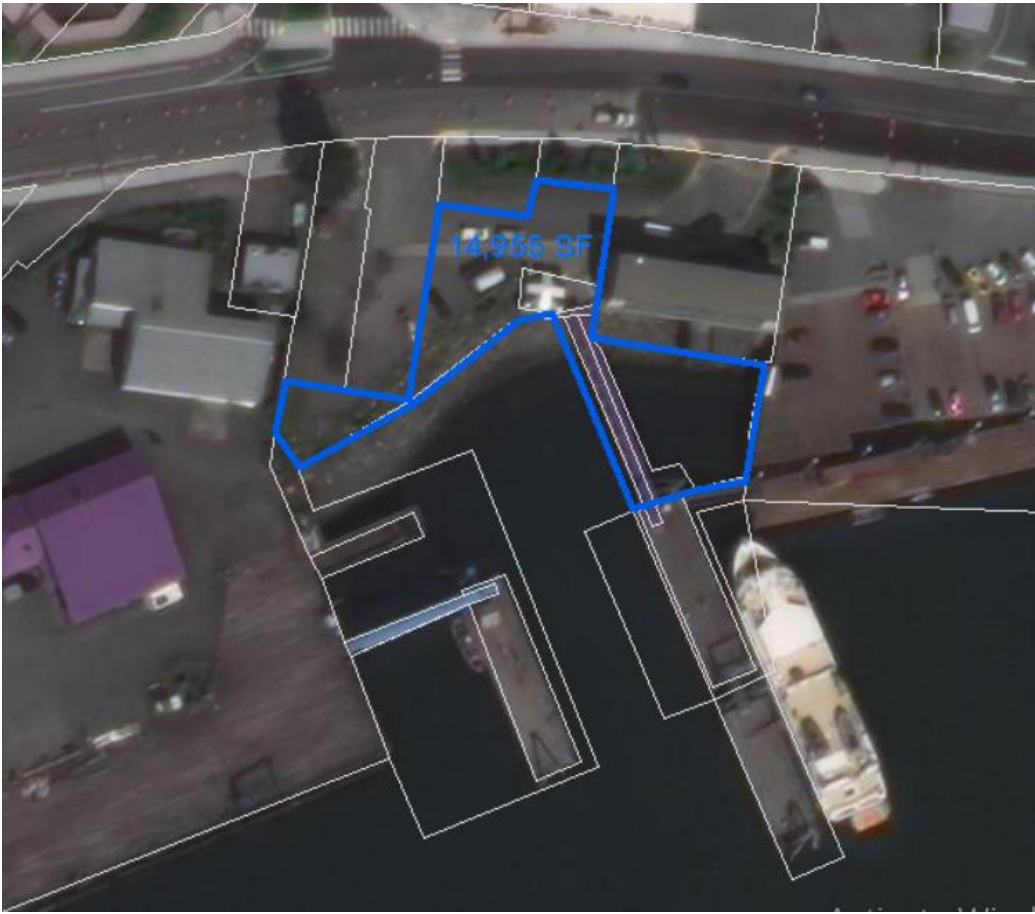
Wetlands/Watershed: Portions of the subject are tidally affected and submerged. The uplands have no wetlands

Environmental Issues: There are no known adverse environmental conditions on the subject site. Please reference Limiting Conditions and Assumptions.

Encumbrance /
Easements: There are no known adverse encumbrances or easements. Please reference Limiting Conditions and Assumptions.

Site Comments: The subject site has good utility for its current use, when used in conjunction with the adjoining property owned by Cultural Preservation Inc, which provide upland access. The uplands

are an unusual shape but when combined with the adjoining property they form a typically shaped lot.

Site Plan/Tax Map/Survey

The above shows the subject property outlined in blue, as requested by the client. The base map is from Arcmap with parcel shapes provided to the appraiser by CBJ.



Above is the subject property with the uplands surrounded in blue and labeled at U1 and U2. The tidelands and submerged lands are outlined in red and magenta and are labeled at T1 and T2. The area break down was given to the appraiser by the client and taken from a Horan and company appraisal report. The accuracy of the size of these parcel areas is assumed for this valuation.

Subject Photographs

Above is a panoramic view of the subject and the Cultural Preservation property, as viewed from the western entrance of the property from Egan Drive.



Pictured above left is the NE corner of U1. The tented structure is over a deck that has its seaward side over T1 tidelands. Pictured right above is a view of U1 from the NW corner. In view are the Sea Drome building, which is on the adjoining property and the fuel tanks located behind the green fence which is a sublease of the subject by Petro marine, located on U1.



Above left is a view of U1 from its NW corner looking seaward. The green line on the ground appears to be the approximate property line between U1 and the Cultural Preservation property to the west.



Pictured above left is the seaward edge of the subject looking towards U2. Pictured above right is the waterfront looking east along the shore of U1 and over to T1 and T2. The tide when these pictures were taken are very close to the predicted mean high tide.



Above is a view of the ramp over T1, which ends approximately where the piles support the gangway.



Above are pictures of T2 taken at 4:41 pm on April 30th. High tide was predicted to be at 5pm and was predicted to be 14.84 feet which is very near the mean high tide.

Assessment and Taxes

Taxing Authority City and Borough of Juneau

Assessment Year 2025

Real Estate Assessment and Taxes					
Tax ID	Land	Improvements	Total Assessment	Tax Rate	Taxes
1C070K7600	\$480,954	425,373	\$480,954	\$10.04	\$4,829
Totals	\$480,954	\$0	\$480,954		\$4,829

Notes:

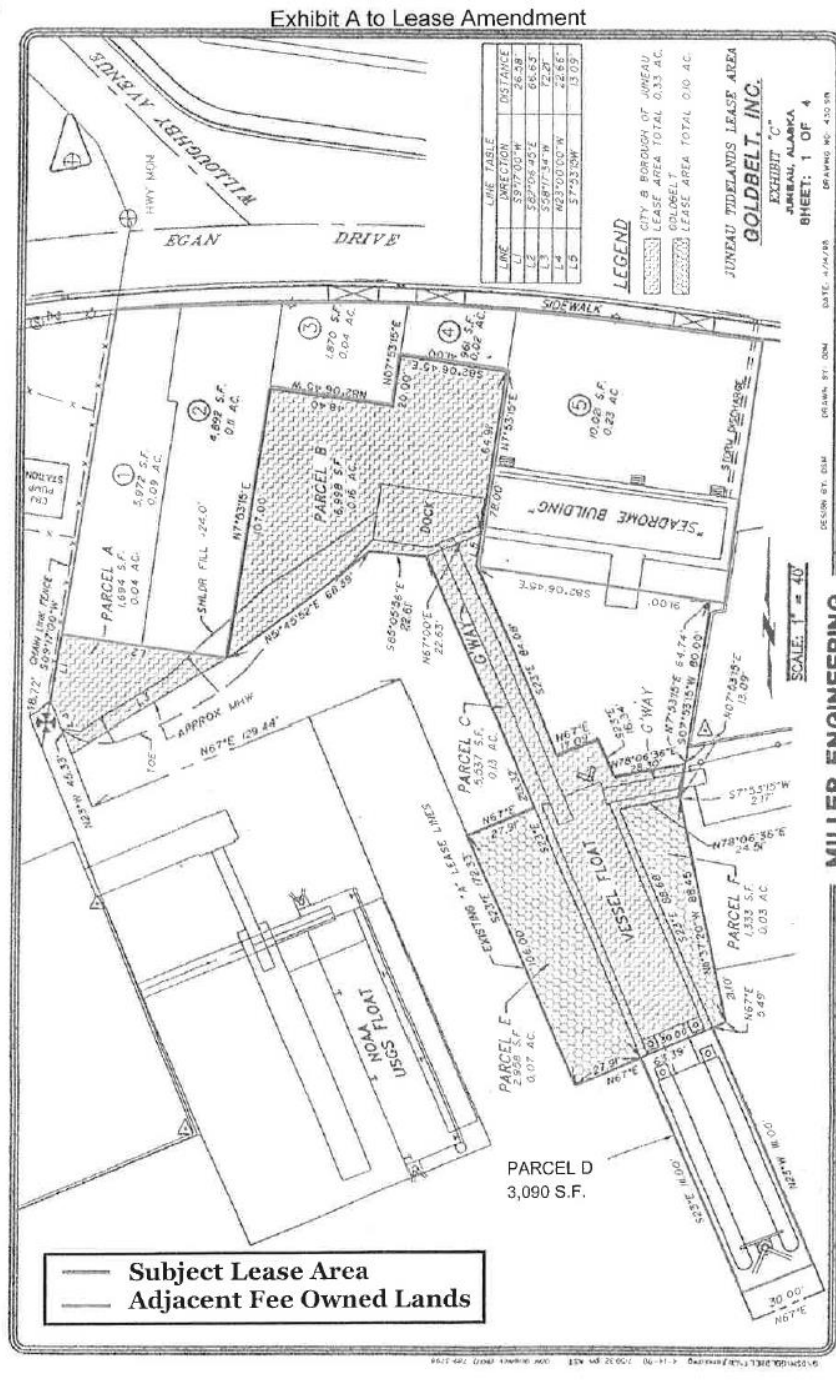
Comments

The above assessment includes the subject and all areas that the lease from CBJ to Goldbelt encumbers. The assessment is a possessory interest. The area we are calling T2 is not part of the lease from CBJ to Cultural Preservation, but it is included in the parcel for assessment purposes.

The following map shows the area that is identified with tax ID # 1C070K76002. All of this area on the assessor map is indicated to have Cultural Preservation Inc as the lessee, even though the lease exhibit shows a different area. Please see following maps:



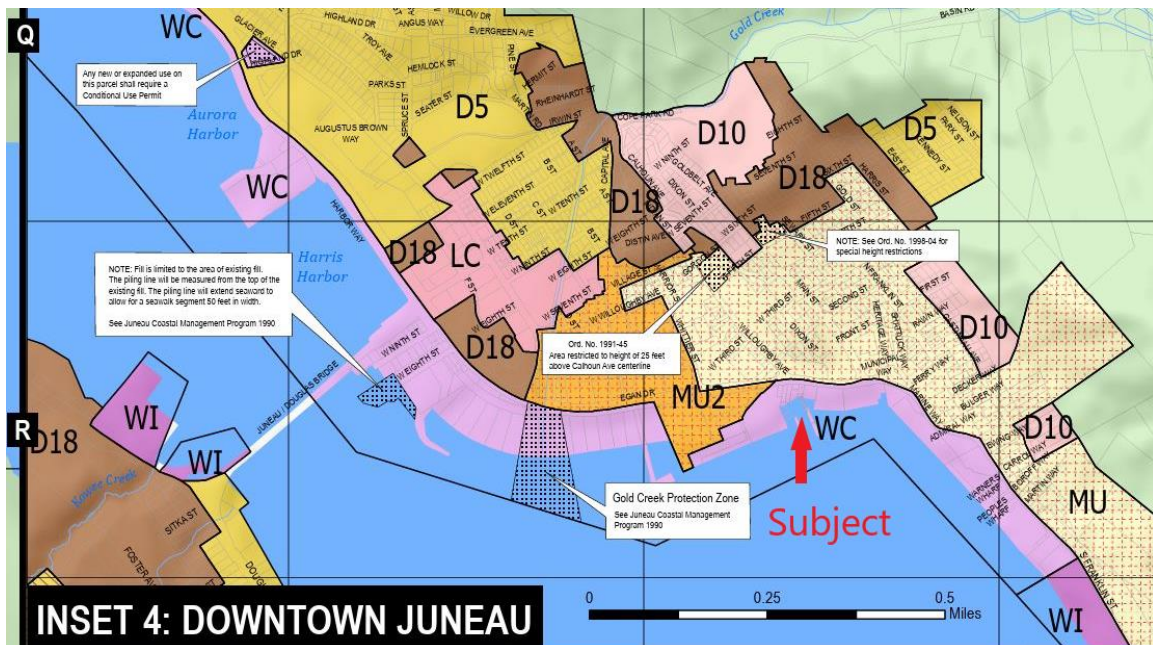
Above is all the area indicated by the assessor to be leased by Cultural Preservation. However, the portions which I identify in this report known as U2 and T2 are not part of the lease area as indicted above.



Parcel D was added to the lease in 2023 it appears. But in no lease document have I seen parcel T2 included.

Zoning

LAND USE CONTROLS	
Zoning Code	Waterfront Commercial
Zoning Description	The WC, waterfront commercial district, is intended to provide both land and water space for uses which are directly related to or dependent upon a marine environment. Such activities include private boating, commercial freight and passenger traffic, commercial fishing, floatplane operations, and retail services directly linked to a maritime clientele. Other uses may be permitted if water-dependent or water-oriented. Residential development is allowed in mixed- and single-use developments in the waterfront commercial district.
Set Back Distance	10
Side Yard Distance	10
Zoning Comments	The subject current improvements conform with the subject zoning, with its commercial use dependent on a marine environment.



Excerpt from CBJ zoning map dated February 2025, with subject location noted by appraiser

Highest and Best Use

Highest and best use may be defined as the reasonably probable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.

1. **Legally Permissible:** What uses are permitted by zoning and other legal restrictions?
2. **Physically Possible:** To what use is the site physically adaptable?
3. **Financially Feasible:** Which possible and permissible use will produce any net return to the owner of the site?
4. **Maximally Productive.** Among the feasible uses which use will produce the highest net return, (i.e., the highest present worth)?

Highest and Best Use of the Site

The highest and best use of the site, as vacant, is for Marina for mid-sized tour vessels and upland interfacing.

The subject is a fairly narrow piece of waterfront, which allows for perpendicular vessel moorage. Because of the location, surrounded by other developed moorage facilities, the length that vessels could extend out into the water is limited. The subject uplands are adjoining and blocked from upland access by Goldbelt Inc owned fee simple land. This adjoining land is developed with a small footprint three story office building. And the subject uplands have a fueling system and amenities that allow and support the marine/upland interface. This area gets great exposure to the market and is central to CBJ's downtown area and the waterfront. The subject's uplands have a highest and best use to be used commercially in conjunction with the adjoining Goldbelt uplands. Parcel T1 has the highest and best use of developing a gangway to the deeper submerged land, for accessing docks and such. Parcel T2 would have the highest and best use of future development with a pile supported dock which could be used for parking or potential structure development. It is in a velocity zone and must be engineered accordingly. Alternatively, due to the high cost of developing T2, it might make the most sense to hold as is and wait for future development.

Valuation Methodology

Three basic approaches may be used to arrive at an estimate of market value. They are:

1. The Cost Approach
2. The Income Approach
3. The Sales Comparison Approach

Cost Approach

The Cost Approach is summarized as follows:

$$\begin{array}{l} \text{Cost New} \\ - \text{Depreciation} \\ + \text{Land Value} \\ \hline = \text{Value} \end{array}$$

Income Approach

The Income Approach converts the anticipated flow of future benefits (income) to a present value estimate through a capitalization and or a discounting process.

Sales Comparison Approach

The Sales Comparison Approach compares sales of similar properties with the subject property. Each comparable sale is adjusted for its inferior or superior characteristics. The values derived from the adjusted comparable sales form a range of value for the subject. By process of correlation and analysis, a final indicated value is derived.

Final Reconciliation

The appraisal process concludes with the Final Reconciliation of the values derived from the approaches applied for a single estimate of market value. Different properties require different means of analysis and lend themselves to one approach over the others.

Analyses Applied

A **cost analysis** was considered and was not developed because The subject is to be valued as vacant land, therefore this approach does not apply

A **sales comparison analysis** was considered and was developed because there is adequate data to develop a value estimate and this approach reflects market behavior for this property type.

An **income analysis** was considered and was not developed because while the subject could generate an income stream, the most probable buyer is an owner-occupant.

Sales Comparison Approach – Land Valuation

The Sales Comparison Approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership. It is based on the principles of supply and demand, balance, substitution, and externalities. The following steps describe the applied process of the Sales Comparison Approach.

- The market in which the subject property competes is investigated; comparable sales, contracts for sale and current offerings are reviewed.
- The most pertinent data is further analyzed, and the quality of the transaction is determined.
- The most meaningful unit of value for the subject property is determined.
- Each comparable sale is analyzed and where appropriate, adjusted to equate with the subject property.
- The value indication of each comparable sale is analyzed, and the data reconciled for a final indication of value via the Sales Comparison Approach.

Land Comparables

I have researched five comparables for this analysis; these are documented on the following pages followed by a location map and analysis grid. All sales have been researched through numerous sources, inspected, and verified by a party to the transaction.

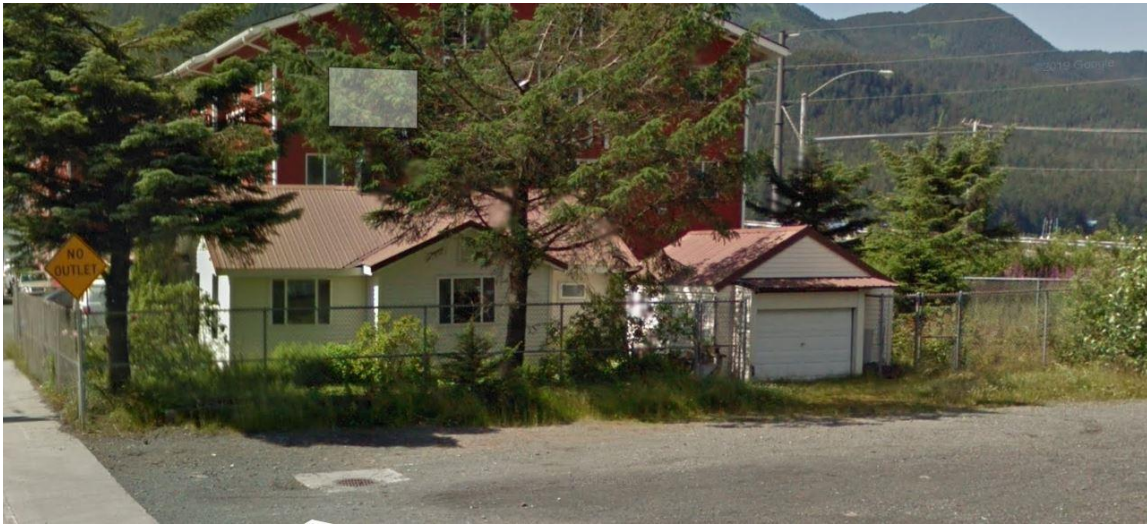
Land Comparable 1



Transaction			
ID	3800	Date	10/27/2023
Address	1000 Harbor way	Price	\$118,510
City	Juneau	Price per Acre	\$1,072,391.64
State	AK	Financing	cash
Tax ID	1C060K510040	Property Rights	Fee Simple
Grantor	CBJ Docks and Harbors	Days on Market	--
Grantee	1000 Harbor Way LLC	Verification	Horan comp sheet
Legal Description	ATS 3, Part of lot 3,		
Site			
Acres	0.11	Topography	Sloping
Land SF	4,814	Zoning	WC
Road Frontage	--	Flood Zone	tidal
Shape	Roughly rectangular	Encumbrance or	None
Utilities	All Utilities Available	Environmental Issues	none known
Comments			

This is the purchase of uplands and associated tidelands to extinguish an encroachment. The total area is 4,814 SF, at the sales price the overall value is \$24.62 per SF. The filled upland area is 741 SF and the tidelands are 4073 SF. The tideland value was estimated at 40% of the uplands for indicated value of the uplands at \$50 per SF and the tidelands at \$20 per SF.

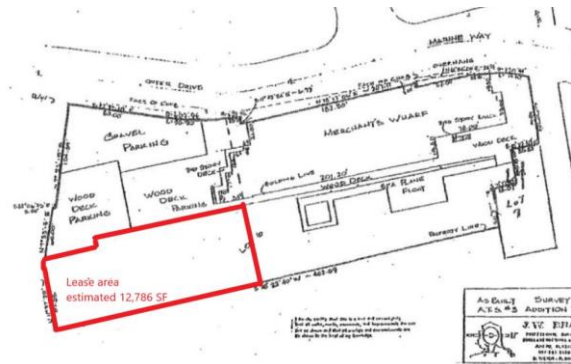
Land Comparable 2



Transaction			
ID	3778	Date	7/18/2024
Address	1105 W. 9th Street	Price	\$220,000
City	Juneau	Price per Acre	\$2,311,409.96
State	AK	Financing	Cash
Tax ID	1C060K580010	Property Rights	Fee Simple
Grantor	TESSIE BALLE	Days on Market	--
Grantee	NINTH STREET LLC	Verification	Buyer, By R. Ramsey
Legal Description	Lot 1, Block 58, Plat 347		
Site			
Acres	0.10	Topography	Level
Land SF	4,146	Zoning	WC
Road Frontage	148	Flood Zone	no
Shape	Roughly rectangular	Encumbrance or	none known
Utilities	All Utilities Available	Environmental Issues	none known
Comments			

This was the purchase of a commercial lot that had a small very old house on it. The property was purchased with the idea of tearing the house down and making the lot vacant. The buyers plan on doing a food court with containers and food trucks. The cost of the property was \$220,000 and he figures the cost to tear the building down is \$50K for a total of \$270,000 for the lot as vacant. The lot size is 4146 SF indicating a SF value of \$53.06 before consideration of the cost to remove the old house. With the house removal cost considered the indicated value is \$65.12.

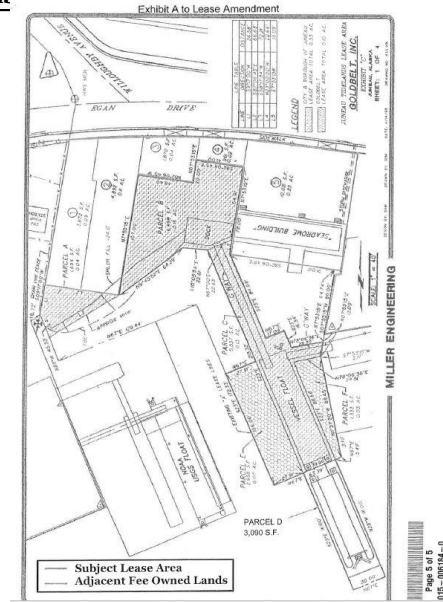
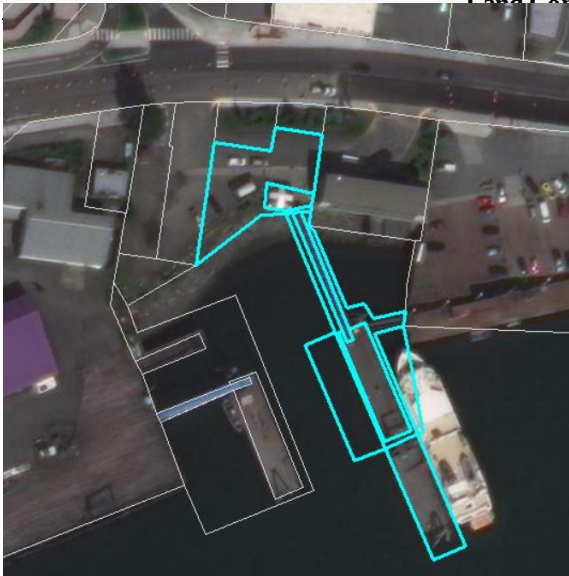
Land Comparable 3



Transaction			
ID	3798	Date	3/16/2016
Address	2 marine Way	Price	\$507,458
City	Juneau	Price per Acre	\$1,728,811.37
State	AK	Financing	cash
Tax ID	--	Property Rights	Leasehold
Grantor	Merchants Wharf	Days on Market	--
Grantee	Goldbelt Inc	Verification	Lease document, Lessee
Legal Description	--		
Site			
Acres	0.29	Topography	Submerged
Land SF	12,786	Zoning	WC
Road Frontage	--	Flood Zone	Submerged
Shape	Roughly rectangular	Encumbrance or	none
Utilities	--	Environmental Issues	none
Comments			

This is a tideland lease of approximately 12,786 SF of submerged tidelands. The initial rate going in was \$57,996 per year. Currently the rate is \$60,895 per year, per the Lessee, when asked in May of 2025. This indicates a lease rate of \$4.76 per SF. This is an annual lease that initially allowed for three 1-year extensions. That said the lease has continued on annually. property will typically lease for between 6% and 12% of the fee simple value depending on the length of the lease. an annual lease would be at the higher end and 12% is reasonable for the subject's annual lease. This then would indicate a fee simple value to these tidelands at \$507,458 or \$39.69 per SF. This then would indicate the adjoining uplands have a value of \$79.38 per SF.

Land Comparable 4



Transaction			
ID	3796	Date	6/1/2023
Address	76 Egan Drive	Price	\$710,000
City	Juneau	Price per Acre	\$1,552,896.92
State	--	Financing	cash
Tax ID	1C070K760021	Property Rights	leasehold
Grantor	CBJ	Days on Market	--
Grantee	Cultural Preservation	Verification	Horan Appraisal
Legal Description	Port ATS 3		
Site			
Acres	0.46	Topography	--
Land SF	19,916	Zoning	--
Road Frontage	--	Flood Zone	--
Shape	Highly Irregular	Encumbrance or	--
Utilities	--	Environmental Issues	--
Comments			

The lease began in 1998 with a 35-year term with 1 option for a 35-year extension. The lease rate was based on 10% of fee simple value, which makes sense as the lessee could end the lease but the lessor cannot, which would be an advantage to the lessee. In 2015 it was reduced to 9% of fee simple value, which continues today. The 2023 fee simple value of the lease area was estimated at \$710,000 per appraisal by Horan and Co. The tidelands were estimated at 40% of the uplands. The uplands were valued at \$65 per SF and the tidelands at \$26 per SF.

Land Comparable 5



Transaction			
ID	3797	Date	10/9/2020
Address	Egan Dtive	Price	\$20,000,000
City	Juneau	Price per Acre	\$6,947,025.46
State	AK	Financing	Cash
Tax ID	1C060K010031	Property Rights	Fee Simple
Grantor	ALASKA MENTAL	Days on Market	--
Grantee	NCL BAHAMAS LTD	Verification	AKMHT, Seller
Legal Description	Plat 2009-37, Lot C1		
Site			
Acres	2.88	Topography	Level
Land SF	125,406	Zoning	Mixed Use
Road Frontage	665	Flood Zone	tidal areas
Shape	Roughly rectangular	Encumbrance or	Per Plat 2009-37 JRD,
Utilities	All Utilities Available	Environmental Issues	None

Comments

The Alaska Mental Health Trust Authority's sold this property on a sealed bid auction. The parcel had a minimum bid of \$3,634,000, which is the recently appraised value. The apparent high bid, from NCL (Bahamas) Ltd. is for \$20,000,000. Other bidders included: Royal Caribbean Cruises, Ltd. – \$13,000,000, Godspeed, Inc. – \$12,800,000 Survey Point Holdings, Inc. – \$5,265,000 The City and Borough of Juneau – \$4,250,049.

The purchaser planned on a cruise ship dock and upland building. It was purchased through auction. Other legitimate cruise ship companies and investors bid \$13,000,000 (Royal Caribbean) and \$12,800,000 (Godspeed Inc). As of 2025 NCL Bahamas passed the property on to Huna Totem, due to unexpected inability to develop, and maintaining some rights through a lease agreement. Huna Totem, finally got approval for the lease submerged land needed to build the dock from CBJ in 2025. To me it appears that NCL Bahamas over bid in the auction. It is clear that they and Royal Caribbean and Godspeed all thought a cruise ship dock could be built here and that significantly increased the value of both the tidelands and the uplands, but auction mania seems to have affected winning bidder. It would appear a more reasonable value would be where Godspeed and Royal Caribbean landed. at \$13,000,000. This then would indicate a value on a total SF basis as follows: $\$13,000,000 / 125,406 = \103.66 per SF. The one local private non cruise ship company that bid on it, Survey Point Holdings bid $\$5,265,000 / 125,406 = \41.99 . If we estimate the value 16,045 Sf of tidelands @ 25% of the uplands and the 12,090 SF of Submerged lands at 50% of the uplands, at \$13,000,000 we get a value indication for the uplands of \$121.13. At \$5,265,000 we get a value per SF of the uplands at \$49.06 per SF. In speaking with Ethan Berto, he indicated he felt their bid was realistic, given the risks of development involved, and that the cruise line bids included their desire for more control in the market, which is a value consideration above typical market value.

Comparables Map



Analysis Grid

The above sales have been analyzed and compared with the subject property. I have considered adjustments in the areas of:

- Property Rights Sold
- Financing
- Conditions of Sale
- Market Trends
- Location
- Physical Characteristics

On the following page is a sales comparison grid displaying the subject property, the comparables and the adjustments applied.

Land Analysis Grid		Comp 1	Comp 2	Comp 3	Comp 4	Comp 5
Address	76 Egan Drive	1000 Harbor way	1105 W. 9th Street	2 marine Way	76 Egan Drive	Egan Drive
City	Juneau	Juneau	Juneau	Juneau	Juneau	Juneau
State	0	AK	AK	AK	0	AK
Date		10/27/2023	7/18/2024	3/16/2016	6/1/2023	10/9/2020
Price	--	\$118,510	\$220,000	\$507,458	\$710,000	\$20,000,000
Price Adjustment	\$0	\$0	\$50,000	\$0	\$0	\$0
Adjusted Price	\$0	\$118,510	\$270,000	\$507,458	\$710,000	\$20,000,000
		0.0%	22.7%	0.0%	0.0%	0.0%
Land SF	14,944	4,814	4,146	12,786	19,916	125,406
Land SF Unit Price	\$0.00	\$24.62	\$65.12	\$39.69	\$35.65	\$159.48
Transaction Adjustments						
Property Rights	Fee Simple	Fee Simple	0.0%	Fee Simple	0.0%	0 0.0%
Financing	Conventional	cash	0.0%	Cash	0.0%	0 0.0%
Conditions of Sale	Cash	See Comments	0.0%	Normal/see comments	0.0%	0 0.0%
Adjusted Land SF Unit Price		\$24.62	\$65.12	\$39.69	\$35.65	\$159.48
Market Trends Through	1/0/1900	0.0%	0.0%	0.0%	0.0%	0.0%
Adjusted Land SF Unit Price		\$24.62	\$65.12	\$39.69	\$35.65	\$159.48

Appraisers thoughts on the indications the above comparables, which is the very best market date to use in valuation of the subject, have for indicating value to the subject property.

Comparable 1-is a sale of a mix of waterfront uplands and tidelands. Combined the uplands and tidelands have a SF value of \$24.62 per SF. Allocations performed by the appraiser and accepted by both parties to this transaction, indicate a value to the uplands at \$50 per SF and \$20 per SF for the tidelands, which is 40% of the uplands. With a tideland lease this property could work as a interface between the uplands and submerged lands. It is the appraisers opinion that this location is much less desirable for this attribute and significantly less desirable for potential commercial uses, as the walkability and centrality is much inferior to the subject. The subject uplands are significantly superior to these uplands.

Comparable 2 is the recent sale of uplands purchased for a potential food court site, with containerized kitchens. The existing improvements are to be removed and container kitchens brought in. This site gets good exposure to the market and has easy access from vehicles traveling SE and more circuitous but decent access from vehicles traveling the other direction. It is inferior in walkability from the down town area of Juneau, and would not draw much from summer time cruise ship tourism. Additionally it does not have the attribute of interfacing with the water. These upland therefore are thought to have a value below that of the subject.

Comparable 3 are submerged tidelands adjoining a dock. These are high valued submerged lands as they can easily be accessed from the dock parking area with a gangway. Approximate 186 of water frontage means a wide range of boats can be accommodated. These tidelands would be on the top for value as a percent of the uplands, and it is my opinion that these submerged lands should be worth 50% of the adjoining uplands. The lease on these submerged lands was year to year to get started. Shorter term leases typically have a higher lease rate as they require more effort and present more risk to the lessor, for continued use. While this lease rate does not base the rent on a percentage of fee simple value, according to the lease document, I would put it at the very

top of the range. While the adjoining property was a 35 year lease, and initiated at 10% of fee simple value. It is reasonable that this one could be at 12% of fee simple value with a 1 year lease. With that thought in mind we can surmise as follows: The current lease rate indicates a rate of \$4.76 per SF annually. If this is 12% of the fee simple value, then the indicated fee simple value is \$39.69 per SF and it is my opinion that these tidelands should be at the top of the range at 50% of adjoining uplands the indicated value for associated upland would be \$79.38. These uplands are right next door to the subject, so this is a strong indicator of value for the subject uplands.

Comparable 4 is an agreed upon lease of the subject property. This lease is based on an appraisal from 2023 and is thought to generally reflect the subject value, as both participants agreed to the values. The uplands in this case were valued at \$65 per SF.

Comparable 5 is not a comparable that I would normally use, but I feel that the information it presents is informative and needs to be discussed. The purchase price was \$20,000,000. This was a price that was bid by a cruise ship company that had way more in mind than just the acquisition of a potential cruise dock location. According to Ethan Berto, who is very familiar with Cruise lines and their way, thought they were looking for positioning and leverage in a very important SE AK cruise destination. The other two higher bidders @ \$13,000,000 and \$12,800,00 were also cruise line related, also looking for the positioning this acquisition would allow. All these bids reflect desires, of large cruise lines that the subject property cannot supply. The bid by Survey Point Holdings reflects a more conservative bid by a SE AK based company that knew the challenges presented, and risks involved with this properties development. I believe this bid by Survey Point Holdings, reflects a market value to the real estate, without the intended power and positioning gains the cruise companies were looking for. It reflected a value of approximately \$49 per SF for the uplands. From my perspective this would be low, in comparison to the subject, as the risk involved with this properties development are significantly more pronounced compared to the subject which is much smaller, closer to town and has an established use. The subject upland market value would be higher than what was bid by Survey Point Holdings, based on these attributes. Comparable 5 was not included in the following qualitative grid, but it is included here for the readers further understanding.

Valuation Analysis

In my opinion there are three areas of the subject property which have different highest and best uses and therefore the determination of these three areas should be discussed separately. They are the subject uplands (U1 and U2), the tides lands in which the gangway currently encumbers (T1), and the tidelands that require decking over to utilize (T2).

The subject upland valuation

The subject uplands could not be marketed to the general market as is, as they have no upland access provided. The only market for these uplands would be from the adjacent property owner, as the adjacent property has the upland access to public right of ways, which the subject needs to be viable. So in this case we must consider the contributory value to the larger parcel. The larger parcel will be the subject uplands and the adjoining uplands which will have a cohesive highest and best use when combined. Neither the subject uplands or the adjacent fee simple uplands are as functional as compared to when they are combined. As combined the uplands are approximately 29,350 SF, per my Arcmap calculations. And combined they look as presented following.



This is a functional shape for uplands, much better than the two upland shapes presented under separate ownership. Therefore the value of the uplands as outlined above, with both the subject and the adjacent uplands combined, is the value which we are seeking and from this we can consider the subjects contributory value.

What we have determine from the foregoing comparable sales and market lease analysis is as follows and presented in a qualitative grid:

Qualitative grid for valuing subject uplands								
Characteristic	Subject	Comp 1		Comp 2		Comp 3		Comp 4
SF	Solve	\$50		\$65.12		\$79.38		\$65
Size in	29,350	6657	-1	4146	-1	24916	Same	
Location	Excellent	Good	+ 2	Very good	+ 1	Similar	same	
Access	Good	Inferior	+ 1	Similar		Similar	Same	
water access	Good	Inferior	+ 1	none	+ 2	Similar	same	
Net rating		Inferior	+ 3	Inferior	+ 2	Similar	Same	
The subject upland value is:		More than \$50 per SF		More than \$65 per SF		Similar to \$79.38 per SF		Same

If a comparison is superior a minus rating is given of - 1, - 2 or minus 3 is given depending on the appraisers opinion of difference.

If a comparison is inferior a plus rating of + 1, +3, or +3 is given depending on the appraisers opinion of difference.

The best market data for valuing the subject is presented in the comparables above. Comparables 1-3 are market transactions that did not involve the subject. Comparables 1 and 2 are market transactions which are the most recent as comparable 2 is a fairly recent sale and Comparable 3 is an annually adjusted lease. These two comparables are given the most weight in my conclusion. As can be seen above, the subject value should be more than Comparable 2 and similar to Comparable 3. For this reason I am concluding the subject upland value at \$80 Per SF.

The subject tideland valuation

The subject tidelands have two different highest and best uses. Parcel T1 tidelands have a highest and best use of supporting a Gangway, to access deeper submerged lands. Parcel T2 tidelands have the highest and best use of covering with a deck to be used for parking or building on. Or it is reasonable that the highest and best use could be for holding for future development.

T1 Discussion and value conclusion: These tidelands are critical for developing access to the submerged lands. Based on this the appraiser has valued these tidelands near the top of the range at 40%. The subject uplands are valued at \$80 per SF. This then would indicate these tidelands could reasonably be value at \$32 per SF, which is 40% of \$80.

T2 Discussion and conclusion: These tidelands cannot be used without decking them over. This is very costly to accomplish. I spoke with Kris Hart of western marine last year about decking over tidelands on a project in Petersburg and he gave me a rough cost of around \$200 per SF. So since that is what really must happen to utilize the area of T2, it is reasonable that the area of T2 should be at the very bottom of the range for tideland values in comparison to upland values. The appraiser has concluded a value at 5% of the upland values indicating a value of \$4 per SF.

Subject Market Value Conclusion

Subject parcel	Area	Market Value per SF	Market Vale
U1 & U2	6207	\$80	\$496,560
P1	2098	\$32	\$67,136
P2	6550	\$4	\$26,200
Total			\$589,896

The indicated value for the land proposed for acquisition is \$589,896. This value can reasonably be rounded to \$590,000.

Certification Statement

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
- I have no present or prospective future interest in the property that is the subject of this report and have no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report, or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).
- No one provided significant real property appraisal assistance to the person(s) signing this certification.
- I certify sufficient competence to appraise this property through education and experience, in addition to the internal resources of the appraisal firm.

- The appraiser has not performed any services regarding the subject within the three-year period immediately preceding acceptance of this assignment.
- Roger Ramsey made an inspection of the subject property.

A handwritten signature in cursive script, appearing to read "Roger Ramsey".

Roger Ramsey
AK-APRG570

Addenda

Qualifications of Roger Ramsey

Since starting Ramsey Appraisal Resource in 2006, I have had the pleasure of providing high quality appraisal services to a diverse client base, on many complex appraisal assignments throughout S.E. Alaska.

A partial client list includes; AKDOT&PF, for which I have performed numerous valuations of partial and whole acquisitions, for eminent domain actions. Other State agencies which have used my services are AKDNR and Alaska Mental Health Trust Land Office. I have performed appraisals for the Cities and or Boroughs of Haines, Juneau, Petersburg, Ketchikan and Klawock. I am on the approved appraiser list of numerous lenders operating in SE Alaska and enjoy good working relationships with their review appraisers. I have been hired by attorneys and private parties for estate valuations and divorce proceedings. I have valued properties for conservation groups who are negotiating with property owners.

I am proud of my appraisal accomplishments and credit my success to good education, good mentors, helpful reviewers, persistence and hard work.

Professional Experience	Dates	Contact
Ramsey Appraisal Resource	2006-Present	Roger Ramsey
Horan and Company	4 months 2006	Charles Horan, 907-747-6666
AKDOT&PF	24 months 2004-2005	Ray Preston, 907-465-4519
Henricksen Appraisal	24 months 2002-2003	Bob Henricksen 907-723-3590
AKDOT&PF	8 months 2000-2001	Rob Murphy 907-465-4541

Education University of Alaska, BBA, 2001

Appraisal Education - Associate member of the Appraisal Institute # 401410

2023	USPAP Update, Practical Application of Fundamental Analysis, Appraisal of Industrial and Flex Buildings, The Cost Approach
2021	USPAP Update, Eminent Domain and condemnation appraising, Commercial Leases: The Tenant and Terms matter, Analyzing Operating Expenses, Cool Tools: New tech for appraisers.
2019	USPAP update, HP-12C, Appraisal Statistics and financing Appraisal Institute, Seattle
2017	Income Capitalization, Appraisal Institute – San Diego and USPAP update online
2015	Appraisal of Conservation Easements and other Partial interest – Sacramento CA
2013	USPAP update, -/- Uniform Appraisal Standards for Federal Land Acquisitions, -/- Business Practices and Ethics, Anchorage, AK
2011	USPAP update, Tigard OR, -/- Real Estate Industry Perspectives on Lease Accounting, online, -/- Basic building science, Air Sealing, ventilation & Ice Dam, Juneau, AK
2010	Advance Sales Comparison and Cost Approach, Seattle WA
2009	Advanced income Approach, Tigard OR, -/- Commercial Appraisal Engagement and Review, Tigard OR, -/-15-Hour USPAP, Tigard OR
2008	Sustainable Mixed use, Seattle, WA
2007	General Demonstration Appraisal Report Writing, Tigard, OR, -/- USPAP update Tualatin, -/- Appraisal & Appraisal Review for Federal-Aid Highway Programs, Anchorage, AK --
2006	General Applications, Online, -/- Apartment Appraisal, Concepts and Applications, Long Beach, CA
2005	Basic Income Capitalization, Tualatin, OR, -/- USPAP update Juneau, AK, -/- Best practices for Residential Report Writing, Juneau, AK
2004	Appraising Special Purpose properties, -/- Appraisal of Nonconforming Uses, -/- Partial Interest Valuation/Divided, -/- Subdivision Analysis, Anchorage, AK
2003	(USPAP) Standards of Professional Practice, Lake Oswego, OR, -/- Residential Case Study, Dublin, CA,
2002	Appraisal Procedures, Appraisal Institute, Diamond Bar, CA
1998	Appraisal Principles, Appraisal Institute, Chicago, IL

Types of Property Appraised

Commercial– I have appraised office buildings, apartments, marine facilities, restaurants, mixed use, convenience stores with gas, industrial and commercial shops. I have valued partial interest of remote recreational, industrial, commercial and residential properties for eminent domain. I have valued industrial, commercial, and residential tidelands. I have appraised large tracts of land with timber value, “special use properties (churches, armory, and funeral homes)”, and remote commercial properties (lodges).

Residential – I have appraised single family residences, duplexes, triplexes, four-plex's, remote improved and vacant residential properties throughout SE AK.

Markets Appraised:

I have appraised both town and remote locations in all of the following areas: Haines, Skagway, Gustavus, Hoonah, Tenakee springs, Juneau, Sitka, Petersburg, Wrangell, Ketchikan, Prince of Whales and Hyder

Glossary

This glossary contains the definitions of common words and phrases, used throughout the appraisal industry, as applied within this document. Please refer to the publications listed in the **Works Cited** section below for more information.

Works Cited:

- Appraisal Institute. *The Appraisal of Real Estate*. 13th ed. Chicago: Appraisal Institute, 2008. Print.
- Appraisal Institute. *The Dictionary of Real Estate Appraisal*. 5th ed. 2010. Print.

Effective Date

1. The date on which the analyses, opinion, and advice in an appraisal, review, or consulting service apply.
2. In a lease document, the date upon which the lease goes into effect. (Dictionary, 5th Edition)

Exposure Time

1. The time a property remains on the market.
2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. (Dictionary, 5th Edition)

Extraordinary Assumption

An assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions

external to the property such as market conditions or trends; or about the integrity of data used in an analysis. (Dictionary, 5th Edition)

An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinion or conclusions. (USPAP, 2020-2021 ed.)

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (Dictionary, 5th Edition)

Highest & Best Use

The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. Alternatively, the probable use of land or improved

property—specific with respect to the user and timing of the use—that is adequately supported and results in the highest present value. (Dictionary, 5th Edition)

Highest and Best Use of Land or a Site as Though Vacant

Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements. (Dictionary, 5th Edition)

Highest and Best Use of Property as Improved

The use that should be made of a property as it exists. An existing improvement should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one. (Dictionary, 5th Edition)

Hypothetical Condition

That which is contrary to what exists but is supposed for the purpose of analysis. Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (Dictionary, 5th Edition)

Leased Fee Interest

A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a

contractual landlord-tenant relationship (i.e., a lease). (Dictionary, 5th Edition)

Market Area

The area associated with a subject property that contains its direct competition. (Dictionary, 5th Edition)

Market Value

The major focus of most real property appraisal assignments. Both economic and legal definitions of market value have been developed and refined.

1. The most widely accepted components of market value are incorporated in the following definition: The most probable price that the specified property interest should sell for in a competitive market after a reasonable exposure time, as of a specified date, in cash, or in terms equivalent to cash, under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, for self-interest, and assuming that neither is under duress.

2. Market value is described in the Uniform Standards of Professional Appraisal Practice (USPAP) as follows: A type of value, stated as an opinion, that presumes the transfer of a property (i.e., a right of ownership or a bundle of such rights), as of a certain date, under specific conditions set forth in the value definition that is identified by the appraiser as applicable in an appraisal. (USPAP, 2020-2021 ed.) USPAP also requires that certain items be included in every appraisal report. Among these items, the

following are directly related to the definition of market value:

- Identification of the specific property rights to be appraised.
- Statement of the effective date of the value opinion.
- Specification as to whether cash, terms equivalent to cash, or other precisely described financing terms are assumed as the basis of the appraisal.
- If the appraisal is conditioned upon financing or other terms, specification as to whether the financing or terms are at, below, or above market interest rates and/or contain unusual conditions or incentives. The terms of above—or below—market interest rates and/or other special incentives must be clearly set forth; their contribution to, or negative influence on, value must be described and estimated; and the market data supporting the opinion of value must be described and explained.

3. The following definition of market value is used by agencies that regulate federally insured financial institutions in the United States: The most probable price that a property should bring in a competitive and open market

under all condition's requisite to a fair sale, the buyer and the seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated.
- Both parties are well informed or well advised and acting in what they consider their best interests.
- A reasonable time is allowed for exposure in the open market.
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (12 C.F.R. Part 34.42(g); 55 Federal Register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994)

4. The International Valuation Standards Council defines market value for the purpose of international standards as follows: The estimated amount for which a property should

exchange on the date of valuation between a willing buyer and a willing seller in an arm's-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently, and without compulsion. (International Valuation Standards, 8th ed., 2007)

5. Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure of time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal. (Uniform Standards for Federal Land Acquisitions) (Dictionary, 5th Edition)

exposure and marketing time). (Dictionary, 5th Edition)

Scope of Work

The type and extent of research and analyses in an assignment. (Dictionary, 5th Edition)

Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of the appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable