



DOCKS AND HARBORS OPERATIONS MEETING AGENDA

January 21, 2026 at 5:00 PM

Port Office Conference Room/Zoom Webinar

<https://juneau.zoom.us/j/81646254635> or Dial: 1-833-548-0276

Meeting ID: 816 4625 4635

A. CALL TO ORDER

B. ROLL CALL James Becker, Tyler Emerson, Clayton Hamilton, Robert Horchover, Matthew Leither, Annette Smith, Mark Ridgway, Shem Sooter and Nick Orr

C. PORT DIRECTOR REQUESTS FOR AGENDA CHANGES

1. MOTION: TO APPROVE THE AGENDA AS PRESENTED OR AMENDED

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

E. APPROVAL OF MINUTES

2. December 10th, 2025 minutes

F. UNFINISHED BUSINESS

3. Property Conveyance of CBJ Owned Land at Seadrome

Presentation by Port Director

- a. Committee Questions
- b. Public Comment
- c. Committee Discussion/Action

MOTION: TBD

4. New 35-year Lease to Petro Marine for ATS 857

Presentation by Port Director

- a. Committee Questions
- b. Public Comment
- b. Committee Discussion/Action

MOTION: TO APPROVE NEW 35-YEAR LEASE WITH PETRO MARINE FOR TIDELAND PROPERTY ATS 857, PENDING APPRAISAL.

G. NEW BUSINESS

5. Dock Enterprise Personnel Change Request

Presentation by Harbormaster

- a. Committee Questions
- b. Public Comment

c. Committee Discussion/Action

MOTION: TO RECOMMEND THAT THE BOARD APPROVE CONVERTING A PART-TIME LIMITED HARBOR OFFICER POSITION INTO A BENEFITTED HARBOR OFFICER AS DISCUSSED.

6. FY2027 Docks & Harbors Budget

Presentation by Port Director

- a. Committee Questions
- b. Public Comment
- c. Committee Discussion/Action

MOTION: TO RECOMMEND THAT THE BOARD APPROVE THE BUDGET AS PRESENTED.

7. CY2025 Urban Alaska Consumer Price Index (CPI) – Application to Docks Enterprise Fees

Presentation by Port Director

- a. Committee Questions
- b. Public Comment
- c. Committee Discussion/Action

MOTION: TO ACCEPT THE CY2025 URBAN ALASKA CPI OF 2.1% AND APPLY IT TO ALL APPLICABLE DOCKS ENTERPRISE FEES.

8. CY2025 Urban Alaska Consumer Price Index (CPI) – Application to Harbors Enterprise Fees

Presentation by Port Director

- a. Committee Questions
- b. Public Comment
- c. Committee Discussion/Action

MOTION: TO ACCEPT THE CY2025 URBAN ALASKA CPI OF 2.1% AND APPLY IT TO ALL APPLICABLE HARBOR ENTERPRISE FEES.

9. Transfer of Remaining Funds Statter Harbor Office Roof Project to Secure Storage - Little Rock Dump Project

Presentation by Port Director

- a. Committee Questions
- b. Public Comment
- c. Committee Discussion/Action

MOTION: TO RECOMMEND THE ASSEMBLY TRANSFER REMAINING FUNDS IN STATTER HARBOR ROOF (CIP H51-133) TO SECURE STORAGE – LITTLE ROCK DUMP (CIP H51-136).

H. ITEMS FOR INFORMATION/DISCUSSION

10. Harbors Overview of Snow Removal Activity

Presentation by Harbormaster

Committee Discussion/Public Comment

11. Uninsured Vessel Surcharge - Update

Presentation by Harbormaster

Committee Discussion/Public Comment

12. Downtown Waterfront Improvement Phase II - Update

Presentation by Port Engineer

Committee Discussion/Public Comment

13. Future Docks & Harbors Meeting in Chambers

Presentation by Port Director

Committee Discussion/Public Comment

I. STAFF, COMMITTEE, AND MEMBER REPORTS

14. Assembly Liaison Report

15. Visitor Industry Task Force Liaison Report

16. Harbormaster Report

17. Port Engineer Report

18. Port Director Report

J. COMMITTEE ADMINISTRATIVE MATTERS

K. ADJOURNMENT



DRAFT
**DOCKS AND HARBORS OPERATIONS &
PLANNING COMMITTEE MEETING**

December 10, 2025 at 5:00 PM

Port Office Conference Room/Zoom Webinar

- A. CALL TO ORDER-** Meeting was called to order by Mr. Nick Orr at 5:00 PM
- B. ROLL CALL:** Clayton Hamilton (left at 5:52 PM), Matt Leither, Mark Ridgway, Annette Smith, Shem Sooter and Nick Orr.

Absent: James Becker, Tyler Emerson, and Robert Horchover.

Also in attendance: Carl Uchytel-Port Director, Matthew Sill-Port Engineer, Jeremy Norbryhn-Deputy Harbormaster, Jeremiah Cryts (via zoom)-Harbor Officer, Melissa Morgan-Administrative Assistant I, Elias Hastings (via zoom until 6:10PM – Goldbelt Operations Manager, Steven Sahlender-VP of Goldbelt Operations, McHugh Pierre-CEO of Goldbelt and John Hollingsworth of Marine Exchange of Alaska (MXAK).

- C. PORT DIRECTOR REQUESTS FOR AGENDA CHANGES-None**
- D. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS-None**
- E. APPROVAL OF MINUTES**
- 1. November 12, 2025 Minutes approved unanimously.**
- F. ITEMS FOR ACTION**

2. Property Conveyance of CBJ owned land at Seadrome

a. Presentation by Port Director:

Mr. Uchytel said Mr. Pierre, who will be going through information beginning on page 17. Mr. Uchytel added a memo to the Board on page 27 addressing a list of various activities based on minutes regarding the property conveyance. Included are the most recent documents from Goldbelt regarding the development and an appraisal from Horan and Company from February of 2025 on page 39. In 2022 there was a concept that Docks and Harbor and Goldbelt would swap land that was advantageous to both entities. Horan and Company also made some calculations for each organization to have about \$408,000 in property. The question before the board after Mr. Pierre's presentation is what the Board wants to do with the Seadrome property. Goldbelt will ask for consideration to enter into a purchase and sales agreement for about 15,000 square feet that has been appraised in February by Horan for \$630,000. Goldbelt had a second appraisal done by Ramsey Appraisal Resources (page 64-65), in June 2025 for \$590,000 (page 21). The Board will have another meeting next week so that they can move forward with a decision.

b. Board Questions

Ms. Smith asked that in a past Board meeting the board wanted to see an innovative offer then the exact appraisal amount.

Mr. Uchytel answered that on page 27, paragraph 1 that the Board motioned March 27, 2025, that Goldbelt submit an offer above fair market value for the consideration of the Board for the purchase and sale of the Seadrome property. May 21, 2025, there was a review of the Appraisal from Ramsey Appraisal Resources. He believed that the CEO indicated an offer that was consistent with the Horan and Company amount of \$630,000.

Ms. Smith said the Board heard nothing outside of that, no additions to that offer that make it more amenable to the Board.

Mr. Uchytel said that all the communications between Goldbelt and Docks and Harbors were at Board level and committee level.

Mr. Ridgway asked after Mr. Pierre's presentation whether the Board will be able to ask staff questions.

Mr. Uchytel said yes, he was trying to provide the Board with information prior to Mr. Pierre speaking.

Mr. Hamilton asked if there was a diagram of the Goldbelt/CBJ land swap.

Mr. Uchytel responded 87 and 107 of 162. There are various iterations from the past 3-years of conveying the square footage and the value of each property. Mr. Uchytel asked if Mr. Pierre was allowed to make his presentation.

c. Public Comment

Mr. Pierre said that 14,955 is the property square footage. on page 18-19, he referred to how the concept originated. Originally the port director came forward and asked Goldbelt about the small cruise ship planned and whether they'd like to participate. Goldbelt thought it was a great way to support downtown small cruise ship economics and consolidate all the activity in one location. Over the past 3 years, the NOAA land hasn't transferred so the plan was laid to the side. At Goldbelt, they believe that they can execute part of the plan. Currently Uncruise is coming to the Seadrome property, and they'd like to have additional consideration for small cruise ships to come through their facility. They feel they need to have the space to offer these amenities. On page 21, the upland property marked in red is Goldbelt property, the green is the Tidelands and what Goldbelt proposes to buy from the City. This would allow them to build a larger building that would comply with the setbacks and fully execute the space. On page 22, the new site plan is outlined and the future building footprint which is 9800 square feet. With that type of footprint, Goldbelt believes they could go up to the zoned allowance of 35 vertical feet and build a facility that could be appropriately monetized for the investment response, which is the goal.

Ms. Smith asked whether Goldbelt had concerns about being able to get financing for a project like this among the variety of other projects they have going on.

Mr. Orr said that what Ms. Smith was referring to the lease under the tram and said they

wanted to get financing for Goldbelt to take out debt, so they were looking for a longer lease.

Mr. Pierre said what they were looking to do, once they signed a lease for another 35 years, they would go to the bank for X number of years past the lease.

Mr. Ridgway said that as he flipped between page 25 and 88, it is the artist rendering for what Goldbelt is envisioning for a land swap. It looks like the rendering present is shoved to the south and put on piles and takes away from the existing parking area.

Mr. Pierre said that if they were to buy the land from CBJ, he didn't think they would extend the parking lot as far as the original small cruise ship which is on page 18. It would require a lot of fill and he didn't think they could run that much traffic through the facility. The footprint of the building would be the same and he felt that's what matters for this equation.

Mr. Leither said that Docks and Harbors were not looking to sell the property. He said when this was presented in the past, he felt that the Board didn't feel the assessed value was reflective of what we were willing to part with the land for.

Mr. Pierre said that Goldbelt came forward through the city process to value the land through appraisal. He said that it was not in their interest to offer a price that is outside the appraisal, however, if the Board said they wanted 10% more they would entertain that request. Goldbelt sees this as an opportunity to make a better waterfront downtown.

Mr. Ridgway said that he thought the Board would be amenable to improvements to the downtown area. The Board has a positive responsibility for managing their land portfolio. The Seadrome building has housed the Port Director and staff and wondered if there was anyway Goldbelt could move forward without purchasing the land.

Mr. Pierre said yes, and no. Goldbelt can't rebuild the building if they tore it down. Goldbelt would like to expand the footprint to provide the space needed. Goldbelt's goal is to make a space that is appealing to the eye and provide something everyone is proud of.

Mr. Leither asked for help in understanding the process. If the Board voted to encourage our representatives to engage in a negotiation with Goldbelt, did that advance to the Board's decision next week?

Mr. Uchytal said that we treat the Operations Board as a committee to get things together for next week's board meeting. He said what he thought Mr. Leither was asking was what is the consensus of the Board or the Committee tonight so that staff can be directed. He said the Operations Planning Committee is working committee emphasized that the issues require an affirmative vote at the Board level. He recommended that the Board take seven days to reflect on the issue and come back to it for a vote during the Board Meeting.

Board Discussion/Action

Mr. Hamilton asked if tonight they were discussing the offer of the forementioned amount based on the appraisal.

Mr. Uchytal said he thought that Goldbelt was here to say they'd like to buy the 15,00 square foot property appraised by Horan and Company in February for \$630,000.

Mr. Sooter said that it's about \$42.18 a square foot.

Ms. Smith asked that staff do some more investigation with Goldbelt to put together a package that's a little more amenable than what the land is appraised at.

Mr. Orr said he agreed but wanted to give staff more concrete directions.

Mr. Hamilton said that Docks and Harbors have an in-kind agreement, for example the UAS land lease and two interns.

Mr. Orr said that he had made a motion in the past for them to come back with something better than appraisal, but he was not sure the proposal today was what he had in mind. He said that he appreciated Mr. Pierre saying he made us an offer. He said he loves the Goldbelt project but would love to see a better price or offer.

Mr. Ridgway said he liked the Goldbelt drawings and that they have proven themselves in the community. He sees that Docks and Harbors is a landholding agency and that our budget is a million dollars a year. In the past he felt that there's a patchwork quilt of land parcels owned by Docks and Harbors and some of the land didn't have road access. He sees the board as an entity for owning waterfront property. Although he feels they would do a good job, he feels as a board member that we need to save waterfront property downtown as we are not going to get any more. That's a tough decision. He said that he is struggling with this as he felt it would improve the economy and bring more small cruise ships and create more of an economic engine downtown. He said that although we own leases all over town, he was cautious about whether the land would go for \$42 or \$48 a square, or whether there would be some good office space. He wondered whether they were doing the right thing in getting rid of what is an incredibly limited resource in the downtown basin. However, he said to him he didn't feel like it was fair market value, as our assessor gave the Board a \$634,000 amount. He was not concerned about the purchase as much as moving forward with a good company that would improve downtown or rather, we hold onto the most precious resource Docks and Harbors has which is waterfront.

Ms. Smith said she had no issues if they wanted to sweeten the deal.

Mr. Orr asked for clarification as he thought what Ms. Smith was asking to direct staff to look for a waterfront property swap.

Ms. Smith said that would make the deal a little better.

Mr. Leither said what Mr. Ridgway said had influenced his thinking in that Juneau's waterfront is the most important thing we have, but as things stand now, Docks and Harbors can't really use it. He wondered if Goldbelt would be willing to sell their land to Docks and Harbors where the money goes to the enterprise fund. From that fund, he asked if we could pay for specific projects (for example, restrooms at Aurora, or cameras at all the harbors, etc.) out of the fund. That way, Docks and Harbors could say that the property that was sold was a reasonable trade since those projects were paid for.

Ms. Smith wished to add that the Assembly has taken almost \$2 million from Docks and Harbors, and they plan to take that way every single year from now on. She wondered if we sold this for the appraised value, that there would be no guarantees that we would get the money. She said she didn't trust anything that the Assembly is doing at this point and time and reminded the

Board of that. She thought if there was land trade that would be better.

Mr. Leither asked Mr. Uchytel to shed some light on whether the city absorbs whatever funds would come from the sale of the land.

Mr. Uchytel said that the city would be pulling revenues that Docks and Harbors do not need to operate the docks and will be putting them into nexus for cruise ships such as streets, etc. Out of necessity, the city has talked about a project with Huna Totem tidelands and whether they could use funds for the housing fund. He said he felt the city couldn't continue to do that to Docks and Harbors. He said he feels like they would leave Docks and Harbors funds alone for the sale of property with Goldbelt as well as the Huna Totem tidelands are safe but said there are no guarantees. He said that he heard the discussion about funds being put into lockboxes for certain purposes and staff's position would be that if the direction is for Goldbelt to redevelop this area, if there's some tourism-centric building, then the five employees currently using the Seadrome Building would need to leave. Staff thought we would leave, and money could be diverted to the new Aurora Harbor office.

Mr. Hamilton asked if the consensus is that we are interested in working with Goldbelt, but the offer was not inspiring to the Board.

Mr. Orr summarized that options were a land swap, for Goldbelt to come back with a better offer, or that Docks and Harbors did not want to sell the land.

Mr. Ridgway asked whether Goldbelt would be interested in coming back with a land swap from the backside of Douglas as part of the sale agreement. He wondered if there was any land that Goldbelt would have any land that they would swap for this property.

Mr. Uchytel said that he heard the Board saying that \$630,000 was not enough but wondered what is enough? He felt the question was what a fair amount for the property is being offered.

Mr. Orr said he'd be willing to look at the offer and compare it to it citywide and present to the Board whether it was a reasonable offer. He said as someone who has advocated a better offer, he would make a presentation to the board. He felt that this would be like a counteroffer, so the Board could have a dialogue. He said he was not thrilled at having this conversation in public.

Ms. Smith said she felt Mr. Orr had a better handle on real estate than she did. She wondered if the property was sold to Goldbelt, did Mr. Orr know what the property value would be once the two properties were put together?

Mr. Orr said that would be very difficult to assess.

Mr. Sooter said it would be worth more and that it costs a lot of money to vacate property lines and have everything boxed into one to be surveyed. He said, if this wasn't the patchwork that is now, if there was no access for us to CBJ property, now that the NOAA property is conveyed, he thought we should never sell it. However, the city does not have access, and he felt no one was going to win. With the building in a state of disrepair, he felt eventually it would have to change. He felt Goldbelt would come in and do something nice with the property and not having any access, that's what pushes him to want to make a deal.

Mr. Leither said he felt that we couldn't go into executive session regarding the financial end of

negotiations but said he felt that the Aurora Harbor office was one of the projects he wanted to accomplish while on the Board. He said just because the community could see that the funds were used in this project, the Aurora office project is a priority.

Mr. Ridgway said he agreed with Mr. Sooter. He asked if anyone had asked NOAA or the Coast Guard for access? He said he didn't feel burdened that we didn't have a plan for the property that Docks and Harbors owns. However, it is important in this discussion because the capable entity has approached us with a plan. He said just because we don't have a plan doesn't mean we should sell. If access is an issue, then he wanted to know if we've ever asked for access from the north or south side because we may be able to get it. He asked Mr. Uchytel, on page 99, why the proposed property reallocation didn't work out.

Mr. Uchytel deferred to Mr. Sill.

Mr. Sill said that on page 99, what the Board is seeing is a one-for-one land swap that assumes the submerged tidelands have equal value to dry uplands. According to our appraiser, submerged tidelands have a value equal to about 40% of the value of dry uplands. According to the appraisal, Goldbelt was offering quite a bit more value than we were in that trade.

Mr. Hamilton said he had to leave. He said that value was subjective and said that it is often based on the utility rather than the assessment tool. He felt if there was a value everyone could agree upon that that would be beneficial.

Mr. Leither said that Goldbelt had moved off the initial plan of the land swap, that it made him think that this was not necessarily in Docks and Harbors' best interest. The current plan, looking at it, is about 2 trucks long and therefore, a large building would be put there. He thought it would be a difficult thing to build upon. Even though it's more of a complete package and Docks and Harbors would have road access, he didn't think it was more useful to Docks and Harbors. He said he agreed with Mr. Ridgway, saying just because we don't have a plan for it doesn't mean we should sell. He said we the Board can get the things we need by doing the things we don't love.

Mr. Orr said he was hoping to get a motion on the Agenda for the Board at the next meeting.

Ms. Smith made a motion that staff work with Goldbelt to come up with innovative options, like a swap of another piece of property or a mixture of both land and money rather than just a dollar amount.

Mr. Leither said objected for purposes of discussion. He said that this was the same information Goldbelt months ago which asked them to give a better offer. He suggested we tell them that we're happy to entertain an offer, but we feel like that offer should come from Goldbelt first.

Mr. Orr asked Mr. Uchytel if there was a way to make them an offer and that the offer not go public.

Mr. Uchytel said that our city lawyers were not on the call, but he could share, if there's no debate or discussion between board members, an offer from Goldbelt could be sent out to the Board, and they Board could discuss it amongst themselves, but they would still abide by the Open Meeting Act.

Ms. Smith said that we don't know if this will negatively impact on our finances but asked if an executive session could be called with that knowledge.

Mr. Leither responded that according to the documents that the Law office gave the Board, the pertinent stanzas "to discuss matters, the immediate knowledge of which would clearly have an adverse effect." He said he didn't think the Board could make that case and go into executive session.

Mr. Ridgway asked Mr. Uchytel if we currently make money off this piece of land and whether he could give an idea of what the income stream from the land currently is.

Mr. Uchytel said that he thought the land lease payments are around \$10,000 a year. The Seadrome dock is on our tidelands leased property.

Mr. Pierre said he thought it was closer to around \$35,000 a year.

Mr. Ridgway said that the green parcels we are going to sell are providing us with income and thus, it's income-generating property.

Mr. Uchytel said on page 55, the CX4 is open and not under lease right now. CX4 and CX3A are both leased to Goldbelt. CXA was given back to docks and Harbors.

Mr. Sill said that on page 54, there's a diagram that shows the lease property.

Mr. Ridgway said that what he's heard from the Board is: we don't need it because it's a patchwork quilt, but if we consolidate it, it's too small. He thought, on page 99 of 162, if the Board and Docks and Harbors could make that work that means they are still a land holding agency with future income. He advocated not selling all the land and agreed with Mr. Leither that if we do sell that parcel of land the funds go toward a known project such as the Aurora Harbor office. He made the pitch for Goldbelt to go forward and that Docks and Harbors would still own valuable waterfront property downtown.

Mr. Leither asks if there's a motion on the floor, does that motion have to be voted on before he could make a separate motion or could he amend it. He said they were discussing the motion so thought yes, they could amend it. He said since they are still discussing it, he asked if through our Board Chair and the Goldbelt representative would the current floor plans structure be a viable with the land swap on page 99. He wondered if the Board would entertain this proposal at this time.

Mr. Pierre said yes, they would go back and look at the detailed drawings.

Ms. Smith said she would withdraw her motion if Mr. Leither liked to make a new motion.

Mr. Leither made the motion that Docks and Harbors consult with our legal colleagues about whether we can enter executive session prior to moving forward on this issue.

Mr. Ridgway objected for purposes of discussion. He said from his understanding that the Board is going to talk to a lawyer about whether to go into executive discussion. He asked the Board members about their opinion before making a vote. He wanted to make the Goldbelt

proposal happen and that if it succeeds enough to maintain a large amount of property that has road access, water access and can generate income. He asked to poll the Board members whether they would be in favor of that.

Ms. Smith and Mr. Orr said they would be if they could go into executive session.

Mr. Orr said he didn't want this to be dragged out.

Mr. Leither and Mr. Sooter said they would not object.

Mr. Ridgway removed his objection and asked that the motion stand.

Mr. Orr clarified Mr. Leither's motion.

MR. LEITHER MADE THE MOTION AND ASKED FOR UNANIMOUS CONSENT THAT DOCKS AND HARBORS CONSULT WITH OUR LEGAL COLLEAGUES ABOUT WHETHER WE CAN ENTER EXECUTIVE SESSION PRIOR TO MOVING FORWARD ON THIS ISSUE.

Motion passed.

3. Marine Exchange of Alaska – Channel Drive Lease & Development Approval

a. Presentation by John Hollingsworth (MXAK)

Mr. Hollingsworth said he came before the Board about a month ago with the plan for developing the property at 2601 Channel Drive, which is held by CBJ Docks and Harbors as a lease. There is an existing structure on it, which MXAK purchased several years ago, and it's been determined inadequate for their purposes. He had two items to approach the Board with and they are: the plan to develop it with new drawing on page 110. They have been working with Zane Jones at MR Architects. The new spot for their field operations would provide adequate space for their field operations crew. The drawing shows the same footprint of the existing structure. Once they purchased the structure on the land, they had some consulting work done and wondered if they could make it what they wanted it to be. The engineering crew determined that it was going to take a lot of money to improve the current structure, and they recommended a new structure. MXAK is asking that they could improve the land by removing what's there and starting from scratch, building concepts like what's in the concept drawing. The building will be used by their crew that works on building and maintaining safety sites throughout the state as well as working on their landing crafts. The next page 110 is view by satellite, the picture of the property. He said down the road they would like to construct a ramp and a floating dock facility for their landing so that their crews can provide services throughout southeast Alaska. The old warehouse used to be a seaplane base so that they could pull them out. They will be doing some more studies with the Army Corps to determine what is feasible for that property for the purposes of the future to see if that concept is real. On page 112-113, the building is roughly 3600 square feet. It's two-level on one side for a shop and a couple of office spaces and a facility for the crew to have breaks. There's a clean area where they will work with electronics and then there will be dirtier areas for grinding and welding.

The second part of his request to have the lease amended to be more of a warehouse than what the prior tenant used it for. It would not be just a warehouse as it would be

partly for storage but also for a fabrication area for their crew to work out of.

b. Board Questions

Ms. Smith asked if the design would allow for the City's plan to expand the sea walk that goes all the way to the Yacht Club.

Mr. Hollingsworth said that the sea walk ends at Harris Harbor, so their property is south of DIPAC and ends at Trucano Construction.

Mr. Ridgway asked, on page 111, about the notation of repair/replace retainage and who would make the retainable improvements once the lease changes or expires.

Mr. Uchtyl responded that the general language in all leases is that once vacates the lease, anything left behind, the "chattel", becomes the property owners.

Recording cut out for approximately 5 minutes.

c. Public Comment-None

d. Board Discussion/Action-None

MR. RIDGWAY MADE THE MOTION TO APPROVE THE MARINE EXCHANGE REQUEST FOR A NEW BUILDING DEVELOPMENT AT 2601 CHANNEL DRIVE AND TO AMMEND THE LEASE TO INCLUDE USE WHICH IS APPROPRIATE FOR THEIR INTENDED OPERATIONS AND ASKED FOR UNANIMOUS CONSENT.

Mr. Orr objected to the fact that by lease, Mr. Ridgway was referring to the language that he requests be inserted into the lease.

Mr. Ridgway said that he would expect that staff would utilize the language plus some of the discussions, which is fabrication of what, versus fabrication beneath in the lease.

Mr. Uchtyl asked to make a correction as the last time the MXAK was here conveyed that \$7500 a year was their lease rent, but he looked it up and it is \$11,500 annually.

Mr. Orr withdrew his objection.

Motion passed unanimously.

4. New 35-Year Lease to Petro Marine for ATS 857

a. Presentation by Port Director

Mr. Uchtyl said that on page 117, that the Board approved entering into a new lease agreement with Petro Marine. The property is weirdly shaped, tideland property along the proposed sea walk near the National Guard Dock. The reason why they want a new release is because they would like to develop some new infrastructure there. The lease expires exactly a year from now. They would like to get going on having a long-term lease, a 35-year lease. Their goal moving forward is to forgo the final year of their 55-year lease. The Board previously approved this and a new version from the Law Department was submitted in a new language. What is missing is the Horan and Company appraisal which will not be done until next month. He said he would understand if the Board asked that they bring this agenda

item up next month. The amount that is collected from the lease is for .008 acres, which is just several hundred square feet. He said it's about \$1,700 a year for this lease. It would be important for Petro Marine to have a lease as quickly as possible for them to get financing.

b. Board Questions

Ms. Smith asked if this was included in the Cost-of-Living Adjustments (COLA).

Mr. Uchytel said that the Board would have a chance to look at the new language. He was not recommending a CPI adjustment as it's such a small amount and would be a hassle for the administrative officer to keep track of every year and when something gets changed because every 5 years to get reappraised. Except for the Mount Roberts Tram, the city has not made a CPI adjustment.

Mr. Ridgway asked if this was the lease written up by law.

Mr. Uchytel said, yes, this is what the Law Department prepared and it's ready to go apart from the appraisal. The question for the Board is, on page 125 (15) show the Removal or Reversion of Improvement upon Termination of Lease, which is typically how it is written on all leases.

Mr. Ridgway said on item 20, where it was talking about Use of Material, he wondered if that was something that Mr. Uchytel comes across where the leaseholders are excavating for a foundation and are we tracking material like that?

Mr. Uchytel said that the city doesn't modify their lease to address every specific lease. That language is always in there. Some of their leases have mining activities going on but not lease properties.

Mr. Sooter pointed out that in section 4B on page 119, the annual lease payment for the first 5-year period, at least the term shall be, is zero dollars. Is that something that they need to adjust and enter the amount?

Mr. Uchytel said, yes, once we get the appraisal, that's where those numbers will be entered.

Mr. Ridgway said he wanted to make a comment that on our agenda it looks like one, Docks and Harbors is a landholding agency and two, maybe not for this small piece of property for a lease of 35-year that generates \$1,700, he wanted to see that the Board come up with a better methodology for managing their property portfolio.

c. Public Comment-None

d. Board Discussion/Action-None

MR. LEITHER MADE A MOTION: TO APPROVE LEASE NEW 35 YEAR LEASE WITH PETRO MARINE FOR TIDELAND PROPERTY AT 857 PENDING APPRAISALS AND ASKED FOR UNANIMOUS CONSENT.

Ms. Smith objected as she said that we don't have a CPI adjustment for the property. She said even though it's small she would like to see an adjustment included as they add up.

Mr. Orr called for a call. (Mr. Hamilton had left.)

In favor were Mr. Leiter, Mr. Ridgway, Mr. Sooter, Mr. Orr

Against: Ms. Smith.

Motion failed as five votes were needed.

Mr. Uchtyl said that he would bring this before the Board again when the appraisal is done.

G. NEW BUSINESS

5. FY27 Marine Passenger Fee (MPF) Request

a. Presentation by Port Director

Mr. Uchtyl said that the Marine Passenger Fee (MPF) was an annual process where Docks and Harbor, or anyone can ask for a MPF for consideration. This request is for FY27 which starts in July. The process now is that the Tourism Director collects and bundles all the requests from a variety of entities which could be: CBJ, Federal or State, private docks or individual entities. The MPF have generated funds of about \$8 million dollars, \$5 from each cruise ship passenger so \$5 x 1.7 million passengers are roughly \$8.5 million. From the settlement with CLA, the money can be used for certain projects from this fund. The Assembly Finance committee met two Monday's ago and discussed skimming some of the money that is more than the Docks and Harbors Enterprise needs for the purpose of filling other needs for the tourism industry. He said he would be in future meetings with the Tourism Director and City Manager to discuss the budget. He reminded the Board that Title 85 was changed a couple of years ago where the Assembly took some of the responsibilities from the Docks and Harbors Enterprise operations. For Docks and Harbors, there is a rhythm for what is asked for. There is still a process that Docks and Harbors follow to get various projects approved. On page 130, he referred to the area-wide port operations. He would like to remind the City Manager and Tourism Director that they are not fully funded for all the other things they do for the CBJ. He thought they may pull some of the more reliable funding mechanisms and keep more of the windfall with the dockage fees. He thought that all the MPF requested won't be approved and that the support of the Customs and Visitor Center is a building maintenance which has been a reliable source. Again, not knowing whether it will be approved, on page 132 the safety railing along the dock face. This is one project that Docks and Harbors has been asking for for many years. Three years ago, it went before the Assembly and the funding using dock fees and the Assembly failed to allow us to transfer funds. Staff feel there is a liability, and this project needs to stay, although he felt it would not get funded. Dock electrification, there is a MOA with ALE&P to design the dock electrification for the two city-owed docks. This request is to ask for the \$13 million for the foreseeable future. Docks and Harbors estimated that it will cost \$60 million to bring power down from the 69 KVA power lines to the docks. Docks and Harbors have \$13 million in a CIP account which continues the ask for more money. For the most part, they have stopped asking for federal grants for this project to be funded as MPF should fund it. Page 134 looks at the Port of Call as this is an unfunded mandate by the Coast Guard to have our Harbor Technicians and Harbor Officers act like TSA agents. In the past, Docks and Harbors has

gotten \$300,000 for the past 5 years. On page 135 is the Lone Sailor Statue and there is a resolution that was supported by the Board. The Assembly resolution said the Pioneers of Alaska want to fundraise for a Lone Sailor Statue. There are 19 statues around the world and so with this MPF request it is for the city to chip in about a third or quarter of the costs. Page 136, this is for the USS Juneau Memorial Expansion. This would be for a future project for decking over some of the open spaces in front of People's Wharf or, Pier 49, for a more robust memorial. He thought it would not be funded. On page 137 is the Establishment of Emergency Vessel Loading Float. Page 138 is asking for a new joint Port Office and Aurora Harbor Office. He said he picked the rendering of that shows a building that was talked about in the past that would house both the Marine Exchange and the Aurora Harbor office. The last page is 139, it is a covered waterfront shelter with restrooms. After the construction of the deck over project this included the Peratrovich Plaza timber deck as well as the Peratrovich Plaza small bus parking lot. There was always a plan for Phase II to include bathrooms. This was held in abeyance until the City Manager could figure out if they could get the Juneau Douglas City Museum built along this waterfront. He thought that it would not happen and that the uplands that used to be the archipelago there had been sold. Mr. Ruben Willis has bought the land and is waiting on a conditional use permit hearing with the Planning Commission. He plans on building some kind of tourist attraction theatre in the area. The request is for \$3.5 million for the new bathrooms and waterfront-covered shelter. Those are the proposals that he is submitting to the Tourism Director and the City Manager. He thought some may be funded and others will not be funded. He asked if the Board had other ideas of what they would like to see along the waterfront, they could be added.

b. Board Questions

Mr. Ridgway asked Mr. Uchtyl how Docks and Harbors allocated a million dollars towards the Aurora Harbor office, which is obviously a high Board priority.

Mr. Uchtyl said that he did the math, saying it's about a \$4 million project. There would be 5 people from this office that would go there. This is the port office. Port funds should be allocated for the project. He said he could ask for \$4 million with MPF but thought they would get \$4 million and \$1 million seemed like a number they could ask for.

Mr. Ridgway responded that based on the activity there it seems like it would be a greater percentage of the overall cost that Docks and Harbors could rely on. He felt like it could be a good funding source for the project.

Ms. Smith thought that the money the city is taking from city should somehow come back to Docks and Harbors.

Mr. Orr said that that was noted but he was not sure how Docks and Harbors would go about doing that. He said if Ms. Smith had a number, she would like to propose he said that it would be helpful.

Mr. Ridgway as how can the Board Members best support the efforts to get the Assembly to approve funding for these expenditures.

Mr. Uchtyl said he thought the Assembly relies a lot on what the City Manger gives them. There is a process where it goes to the Tourism Director, then she makes the first cut and

then she gives the proposal to the City Manager. Sometime in the Spring, there's a public hearing, look on page 159, on January 15, 2026 there's a "Passenger fee recommendation open for public comment" description. On February 27, 2026, there's the "Manager's final Passenger fee recommendations posted to the CBJ website." Everyone is asking for the MPF, and we are collecting millions of dollars of this which is directly attributed to our facilities.

Mr. Ridgway asked if it has been appropriate in the past for the Board Chair or the Operation and Planning Chair to approach the City Manager to discuss the MPF?

Mr. Uchytel recommended that Board Member approach the Assembly as he thought that would be an appropriate relationship.

Ms. Smith said for each request that's been submitted, has there been a cost increase in the amount paid to Docks and Harbors?

Mr. Uchytel said for the area-wide services there was a period when he had increased the amount. The Port Customs and Visitors building numbers may have increased to include CPI at some point in the 14 years that he's been here. For the most part, the buildings are based on what we pay for this space per square foot and just apply what Goldbelt charges for this space. Docks and Harbors enterprise funds operates well in the black. He said, last year they got \$717,000 of MPF.

c. Public Comment-None

d. Board Discussion/Action

MR. RIDGWAY MADE THE MOTION TO SUPPORT THE FY27 MARINE PASSENGER FEE REQUEST AS PRESENTED AND ASK FOR UNANIMOUS CONSENT.

Ms. Smith asked to amend the motion to update the requests with an increase to the CPI.

Mr. Leither asked Mr. Uchytel if that would be easy for staff to calculate.

Mr. Uchytel said if the Board gives him a percentage to raise the rate, then he could do that. However, if we ask for \$1 million the Tourism Director could say they'll give us \$750,000. He said that currently they are appropriating money with an axe and not a scalpel.

Mr. Ridgway said that it was his impression this is a round number and giving it to the people who are divvying up the cost. He said he didn't feel the CPI was applicable in this case.

Mr. Sooter thought that the Assembly would fully fund any of these requests.

Mr. Orr asked Ms. Smith if she would be interested in a 5% increase.

Ms. Smith said she would be happy with 5% increase.

MR. RIDGWAY AMENDED THE MOTION TO SUPPORT THE FY27 MARINE PASSENGER FEE REQUEST AS PRESENTED WITH THE ADDITION OF 5% AND ASK FOR UNANIMOUS CONSENT.

Motion passed.

H. ITEMS FOR INFORMATION/DISCUSSION

6. Annual Letter to the Assembly

a. Presentation by Port Director

Mr. Uchytel described, on page 140, that this is an annual letter that was due on the 30th of November and got lost in his in basket. He said every year they are supposed to communicate and let the Assembly know how things are going. On paragraph 2, those are the rough numbers of the year ending June 30th, 2025. After all of Docks and Harbors expenditures and dept service paid out, we were up \$1.5 million for the Harbors. For the Docks enterprise fund FY25 net was also \$1.5 million. Again, we had \$717,000 of MPF so financially we are doing well. He pointed out the CIP transfer on FY25 for \$2.4 million and \$400,00 was for the Little Rock Dump storage. \$1.5 million went to Aurora Phase 4 and \$500,000 went to Statter Harbor breakwater feasibility cost analysis that was also a CIP Docks Enterprise transfer. We transferred Dock money to Statter Harbor Phase III. The fund balance for Harbors is \$4 million and for Docks it's 2.2 million. Under paragraph 3, he said he added up the cruise ship passenger account and from 2024 to 2025 there was a 0.6% increase in cruise ship passengers. On the top of page 141, he added the Statter Harbor passenger counts. Since Docks and Harbors has built those four higher floats, this last fiscal year we collected \$614,000 for that so we are doing well. The rest of the memo is an update of projects as well as where we're at with the MARAD PIDP grant, the breakwater and then on page 142, the land convenience that they are working on for Huna Totem and others. Paragraph 9 is the negotiation's with UAS that we have a 4-year extension arrangement with and where we are paying \$100,00 annually for, which is below the \$130K fair market value. The lease expires in 2027. He suspected that they could continue the lease on a year-to-year basis but said he wanted to keep it front and center so the Board could address it in the future. On page 143, there are graphs showing the revenues and expenditures for Docks and Harbors. He welcomed any Board input. We haven't had a joint meeting with the Assembly in at least two years. He said he could put in some language saying we look forward to having a board meeting with the Assembly or stay silent on that.

b. Board Discussion:

Mr. Ridgway asked if the Passenger for Hire fees have been raised by CPI every year.

Mr. Uchytel said yes that rate was adjusted by CPI. He said the rate was about \$2.

Mr. Ridgway said that in his line of work, costs have skyrocketed. He thought by saying to the Assembly that the cost to maintain our infrastructure in the future is going to be very expensive to help them think twice about skimming Docks and Harbors resources.

Ms. Smith asked if we had added a 9% increase based on that study.

Mr. Uchytel responded that there was a 9% increase based on both the harbor and port fees. One of the reasons why it was for both enterprises was that the Board thought it was fairer to treat both the Dock and the Harbor Enterprises equally with that increase.

Ms. Smith followed up with the question of whether the 9% increase was spread over 3 years.

Mr. Uchytel said on page 141, paragraph 4, Docks and Harbors proposed and the Assembly approved a 9% increase to all fees on November 6, 2023. These fees were effective January 24th, except for small boat moorage, which was phased at 3% in 2024, 3% in 2025 and then the last year at 2.8% starting in January 2026.

Mr. Sooter asked if there was something in there that had to do with the Statter Harbor breakwater and how much it was costing?

Mr. Uchytel said that he could say that they anticipated 20% of the costs, which may be \$20 million.

Mr. Ridgway said using the line such as catastrophic should it fail would be encouraged.

c. Public Comment - None

7. Capital Improvement Project (CIP) LIST

a. Presentation by Port Engineer

Mr. Sill presented that on page 146, from the Board Retreat, it is time for Docks and Harbors to submit our 6-year CIP schedule. Every year we put together a 6-year plan. This year we are looking at FY27 and so the projects have been broadly identified as plausible funding for and as we move out from that 6-year period, the projects become more aspirational. On page 147, this is the 6-year priority based on the discussions at the Board Retreat.

b. Board Discussion -

Mr. Sooter asked if there was a way that the Aurora Harbor expenses could be separated from the Harbors Enterprise funds.

Mr. Sill said for that project there would be several pots of money that are going to come together to make that project work.

Mr. Uchytel said he would remove those designations as he saw Mr. Sooter's point in that the money would come from somewhere.

Mr. Ridgway asked if the numerical order was based on what was voted on at the Board retreat.

Mr. Sill said that it was based on the Board/Staffs ranking.

Mr. Uchytel said that one thing that was added was Project 27, which is Statter Harbor's Phase 4. It didn't come up at the Board retreat, but it will show up on the Statter Harbor master plan. Ms. Smith came by the office, and we started talking about whether there was room for another transient float between the four higher floats. We've had Phase 4 on and thought that it would possibly be funded in FY32.

Mr. Ridgway said he didn't remember the prioritization of the Deck Over Peoples Wharf beating out the Marine Services facilities.

Mr. Leiter commented that as a patron who must get past the Statter Harbor passengers for

hire to get into the boarding area it is tight the way it is. He wondered if there was a better option.

Ms. Smith explained that the project for the horseshoe floats is deteriorating and that it needs to be replaced.

Mr. Uchytel said yes, that's correct, we know that the horseshoe float need to be replaced. We have spent a lot of money on Statter Harbor, and he added it in because the transient float shows up in the design and was never approved. He said he didn't want anyone to be surprised in future discussions.

Mr. Sill said after the past meetings and the retreat, that Docks and Harbors is having to put together reports about where these issues came from and whether different concepts or projects could be built. On the website is the projects page, it shows 4 categories: ongoing projects, past projects, planning documents and master plans. We've done studies about marine service facilities and those are all on our website.

Mr. Uchytel answered that the question about order and priorities, no one is saying that we need dock electrification, but it is a priority that has funding. Some of the items on the list are considered by choosing projects that the city, staff and Tourism Director want and what can be funded.

Mr. Ridgway said what he heard is Mr. Uchytel is taking Board priorities, and Board Director's assessment of probabilities and establishing this list in the numerical.

Mr. Uchytel said yes, that's correct. He gave the example that the Board, staff and Assembly gave the North Douglas Boat Launch expansion high priority, so he felt that they are more likely to get soil sampling for that project if it is needed. Because Discovery Drilling will be here, as part of the breakwater geotechnical exploration, they may be able to also include the North Douglas boat ramp in their sampling. He said it's \$1.5 million to do the Geotech work that the Army Corps wants us to do at Statter Harbor. The mobilization at North Douglas would probably be about \$500,000 for that work.

c. Public Comment-None

8. AELP MOA FOR LOAD TAP CHANGER - UPDATE

a. Presentation by Port Director

Mr. Uchytel presented that there was a MPF request back in 2021 that either Franklin Dock Enterprises or AEL&P asked for money for a load cap changer transformer. The existing transformer was installed when Franklin Dock first became energized in 2001 and needs to be replaced. There was head tax money that the City Manager appropriated for \$2.26 million about 25% cost increase. AEL&P is requesting an amendment to the MOA, the 25% cost increase difference plus the fees to dispose of the existing transformer. On page 149, he is informing the Board that unless instructed otherwise, he will be working with the City Manager and Tourism Director to increase AEL&P payment due to the inflationary issues. Included in the packet, pages 149-156 are the original MOA, the request for the amendment. He said he would be working with the City Manager and Tourism Director to make sure the monies were available either through CIP or MPF for payment to AEL&P.

b. Board Discussion/ Public Comment-None

9. FY27 CBJ Budgetary Process

a. Presentation by Port Director

Mr. Uchytel said he asked finance department for a PowerPoint to try to demystify the planning process for the finances. They gave him a couple of slides but basically staff have been briefed by the finance department and are working on wages and changes in growth expected in FY27. The documents will be given by the finance department next month and they will bring the budget to the Ops Committee in January with the expectation that the Board will approve it on January 28th at the Board meeting. On page 159, it shows the process for the approval of the budget. In November staff work to prioritize our needs. We then have a month to cobble together all the numbers that we need for the next two fiscal years and bring them before the Board at the Ops and Board meeting. This FY27 CBJ Budgetary Process was meant for the new to the Board members. His intent was if Board members wanted to talk about the budget this is a way to share the information.

b. Board Discussion/Public Comment-None

I. BOARD MEMBER AND STAFF REPORTS:

Deputy Harbormaster report:

Mr. Norbryhn presented:

- Boat sinking in Harris Harbor: Today, was the first winter-related sinking of a vessel, a 27' Sea sport boat, the Rocinante, owned by Dave Seris. He has insurance so everything has been taken care of other than staff putting a boom around the boat.
- Snow removal: We had our first major snow removal event this year and had a few minor hiccups with equipment. We have a new Volvo loader that is working and is stalling. On examination the only explanation they can come up with is that the loader was shipped from Europe and comes with European fuel that has a higher paraffin content in it and the cold weather is causing some gelling issues. The company CMI will get us a loader in the meantime until that gets figured out.

Port Engineers report:

Mr. Sill presented:

- Aurora Harbor: Dawson Construction has left the site, and they are waiting for a barge to haul their pile driver away. Global Diving has been installing anodes on the pilings, and they should be wrapping that up in the next couple of days. What's left is electricity, water and fire. The electricians were down there pulling wires and got most of that done before the snow. Harri's Plumbing is expected next week to start putting in the water and fire lines. The project looks like it is done but there are still a lot of utilities left to do so we are fielding calls about how come people can move in. Western Marine did a good job getting everything done before the weather turned,
- Statter Uplands. Dawson has largely wrapped up their efforts for the season. They will be coming back in the spring with a modest amount of asphalt paving and a little bit of concrete, the striping and landscaping. There are electricians on site currently and they are working to put up light poles and getting power to the heat trace.
- Statter Office Roof: we did a walk through yesterday and Dawson has finished the new roof. There are a few little items on a punch list including a gutter that was damaged.

- Taku Harbor: gangways are in fabrication right now but most of our projects will kick off in the spring.
- Kayak Launch Pad at Statter: there is still some work to be done that we were hoping to have done but the kayak launch ramp was not intended to be open throughout the winter. They will need to go in there and smooth it over and add some rock to it.

Mr. Ridgway asked if we incentivized the project completion at Aurora in the contract.

Mr. Sill answered that we did not, but that Western Marine wanted to finish by this winter.

Port Directors report:

Mr. Uchytel reported:

- Budget process: The budget is going to look nearly identical to previous years. He said he is making that statement based on the direction from the Board. The guidance that he was taking from the Board retreat was the status quo as far as expenditure goes and the expectation that the budget would look like previous years. If the Board were to look at the graphs going to the Assembly one could see that they are nearly parallel.

Mr. Ridgway said as a Board member he's seen that Mr. Uchytel has always formulated dozens of budgets. He said as a Board they would be looking to the Port Director in the budget if he sees something the Board needs to suggest or change or address.

Mr. Uchytel followed up saying when he hears the Board discussing the waterfront, he got the impression that the Board wasn't interested in buying holdings like Tee Harbor, Fisherman's Bend so that is not what Docks and Harbors has pursued. He's said there's never been a serious budget to accrue those land holdings but if it is ever something the Board wanted, then staff could pursue that.

Mr. Ridgway followed up that that was a perfect example and if the staff knew that that property was available, he would certainly want Docks and Harbors to pursue that.

J. COMMITTEE ADMINISTRATIVE MATTERS-None

K. ADJOURNMENT BY MR. SOOTER AT 7:33 P.M.



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

January 20, 2026

Carl Uchytel
Port Director
76 Egan Drive
Juneau, AK 99801

Re: Seadrome Land Swap Discussion

Dear Director Uchytel,

This document serves as a notice of Goldbelt's continued interest in purchasing the parcels owned by CBJ Docks & Harbors at the Seadrome Marina. This process, which officially began on July 20, 2022, has passed through several iterations and several different Boards. While we appreciate the current Board's interest and motion to re-examine a land swap, or property exchange, Goldbelt is only willing to pursue a purchase of the uplands and tidelands at this time. We are happy to address this position at the January 21st Operations and Planning Committee meeting, and we appreciate your attention to this matter.

Respectfully,

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

Steven Sahlender
Executive Vice President, Alaska Division

Cc:
Katie Koester
City Manager, City and Borough of Juneau



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

Date: December 9th, 2025

Re: SEADROME PROPERTY APPRAISAL

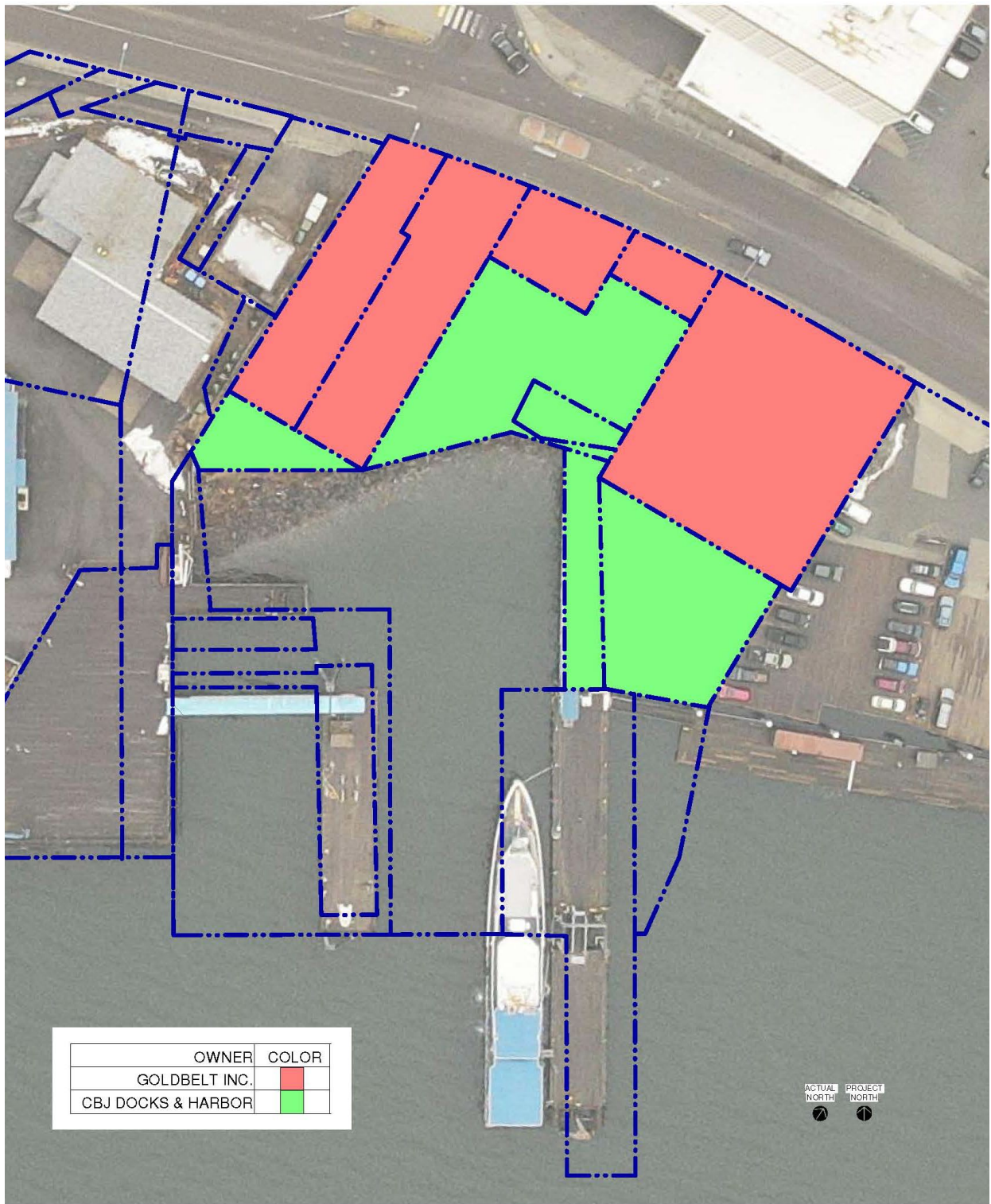
1. Goldbelt, Inc has been contemplating redevelopment of the Seadrome Building and adjacent properties since at least 2022. The project has been complicated due to the uplands site of the Seadrome Building (76 Egan Drive) surrounded by quilt work of small parcels owned by Goldbelt (dba Cultural Preservation, 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, 2025 (Assembly Meeting) authorization for Direct Negotiations under Title 53.09.260(a)
 - m. March 27, 2025 (Board Meeting) – Board motion for “Goldbelt to submit an offer above fair market value for the consideration of the Board for the purchase and sale of the Seadrome property”.
 - n. May 21, 2025 (Ops-Planning Committee) – Review of May 12th Appraisal from Ramsey Appraisal Resource
 - o. May 29, 2025 (Board Meeting) – Motion to Sell property for \$630K failed by a vote of 4 to 4.
 - p. June 26, 2025 (Board Meeting) - Procedural motion to remove the table failed by a vote of 4 to 4.
 - q. September 25, 2025 (Board Meeting) – Update the Board to include the 2022 “land swap” summary
 - r. October 22, 2025 (Ops-Planning Committee) – Updated the Operations-Planning Committee
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. The Board directed Goldbelt to provide an offer above fair market value at the March 27, 2025 Board meeting. Goldbelt provided an appraisal from Ramsey Appraisal Resource for

\$590,000. At the May 29, 2025 Board meeting the Goldbelt CEO indicated that Goldbelt is willing to pay fair market value for the property under consideration.

3. If directed by the Docks & Harbors Board, the next step 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 (Horan & Company)
(4) Appraisal dated May 12, 2025 (Ramsey Appraisal Resource)
(5) Appraisal dated February 27, 2023 (Horan & Company)



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

PETRO 49, INC. TIDELANDS LEASE AGREEMENT FOR ATS 857

PART 1. PARTIES. This lease is between the City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska, hereafter “City,” and Petro 49, Inc. dba Petro Marine Services, a corporation organized under the laws of the State of Alaska, hereafter, “Lessee.”

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

City:

Attn: Carl Uchytel
Port Director
City and Borough of Juneau
155 Heritage Way
Juneau, AK 99801
Phone: (907) 586-0282
Email: Carl.Uchytel@juneau.gov

Lessees:

Attn: Jason Werner
C.F.O.
Petro 49, Inc.
1813 e. 1ST Ave.
Anchorage, AK 99501
Phone: (907) 562-5000
Email: jasonw@petro49.com

PART III. LEASE DESCRIPTION. This lease agreement is identified as: [company] Lease Agreement for The following appendices are attached hereto and are considered to be part of this lease agreement 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 Chapter 53.20
- Appendix C: Standard Provisions

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

PART IV. LEASE EXECUTION. City and Lessee agree and sign below. This contract is not effective until signed by the City.

City:

Lessee, Petro Marine Services:

Date: _____

Date: _____

By: _____
Carl Uchytel, Port Director

By: _____
Jason Werner, C.F.O.

CITY ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss:
FIRST JUDICAL DISTRICT)

This is to certify that on the ____ day of _____, 2025, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Carl Uchytıl to me known to be the Port Director of the City and Borough of Juneau, Alaska, a municipal corporation which executed the above foregoing instrument, who on oath stated that he was duly authorized to executive said instrument on behalf of said corporation; who acknowledged to that that he signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

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: _____

LESSEE ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss:
FIRST JUDICAL DISTRICT)

This is to certify that on the ____ day of _____, 2025, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Jason Werner to me known to be the identical individuals described in and who executed the foregoing instrument for and on behalf of Petro Marine Services, as Lessee, which executed the above and foregoing instrument; who on oath stated that they were duly authorized to execute said instrument; who acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

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: _____

Risk Management Review: _____ [Name], Risk Manager

Approved as to Form: _____ Nicole Lynch, Law Department

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

1. DESCRIPTION OF PROPERTY

The property subject to this lease is generally referred to as “the Leased Premises” or “the Property.” The Leased Premises are described as follows:

Alaska Tidelands Survey No. 857: Beginning at Corner No.1, identical with Cor. No. 31, Alaska Tidelands Survey No. 201. Thence, from Cor. No. 1, by metes and bounds, S. 80° 29’ W., 310.61 ft., to Cor. No. 2; N. 75° 52’ E., 309.60 ft., to Cor. No. 3; S. 14° 08’ E., 25.00 ft., to Cor. No. 1, the point of beginning, containing in all 0.088 acres, more or less. Latitude 58° 17’ 26” N., Longitude 134° 23’ 37” W., at Corner No. 1.

The Leased Premises are depicted in Exhibit A, attached to and made a part of this lease by this reference.

2. AUTHORITY

This lease is entered into pursuant to the authority of City Code: CBJ 85.02.060(a)(5) and CBJ Chapter 53.20; and CBJ Ordinance No. 2025-xx presented to the Assembly on January 12, 2026. Should the Assembly fail to pass Ordinance No. 2025-xx or Ordinance No. 2025-xx fails to take effect, this lease is void. [alternate: ...enacted by the Assembly on [date] and effective on [date].]

3. TERM AND RENEWAL OPTION

The effective date of this lease shall be the date this lease is signed by the City. This lease revokes all prior leases on this parcel. The term of the lease is 35 years, commencing on the effective date of the lease, unless sooner terminated. The parties, upon mutual agreement and by ordinance, may execute one additional lease for a maximum term of 35 years. Lessee shall exercise this option, if at all, by written notice given to City during the first six months of the last year of the underlying lease term.

4. LEASE PAYMENTS AND ADJUSTMENTS

(a) Lessee shall pay City an annual lease payment for the Lease Premises. Except as provided in this section, the annual lease payments shall be made by Lessee to City at the start of each year of the term, with the first payment due on [date].

(b) The annual lease payment for the first five-year period of the lease term shall be [value] Dollars (\$00,000.00) per year, plus sales tax.

(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 making adjustments to the annual lease payment.

5. AUTHORIZED USE OF PREMISES

Lessee is authorized to use the Lease Premises for Waterfront Commercial operations. Lessee shall be responsible for obtaining all necessary permits and approvals for Lessee’s development of the Leased

Premises. Lessee is required to obtain approval of its construction plans from the City Docks and Harbors Board prior to the start of any construction.

6. INSURANCE

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

Lessee understands that CBJ carries no fire or other casualty insurance on the Leased Premises or improvements located thereon belonging to Lessee, and that it is Lessee's obligation to obtain adequate insurance for protection of Lessee's personal property located on the Leased Premises.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability:** Covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Workers' Compensation** insurance as required by the State of Alaska, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease.
3. **Property insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

If the Lessee maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Lessee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Lessee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance.
2. **Primary Coverage:** For any claims related to this contract, the **Lessee'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 Lessee's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
3. **Waiver of Subrogation** Lessee hereby grants to Entity a waiver of any right to subrogation which any insurer of said Lessee may acquire against the Entity by virtue of the payment of any

loss under such insurance. Lessee 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.

Umbrella or Excess Policy

The Lessee may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions, indemnity, and defense requirements. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Legal Liability Coverage

The property insurance is to be endorsed to include Legal Liability Coverage with a limit equal to the replacement cost of the leased property.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Lessee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity. Any and all deductibles and SIRs shall be the sole responsibility of Lessee who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Entity may deduct from any amounts otherwise due Lessee to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Entity reserves the right to obtain a copy of any policies and endorsements for verification.

Verification of Coverage

Lessee shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Lessee's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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**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;

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 can not 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 and the Lessee does not cure or is in not in the process of curing the default, 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. Lessee shall further be entitled to use the improvements as collateral for its financing purposes as determined in its sole discretion in the form of a deed of trust or as required by its Lender.

(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 one hundred twenty (120) calendar days after the termination of the lease be removed by Lessee; provided, such removal will not cause substantial 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, , 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 shall, upon due notice to the lessee, be sold at public sale under the direction of the manager. The proceeds of the sale shall inure to the lessee preceding if the lessee placed such improvements and/or chattels on the lands, after deducting for the City and Borough 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 until such improvement or chattel is removed by the Lessee

(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 provided that the City provides at least 48 hours notice to the Lessee.

(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 provided that the easements or rights-of-ways do not interfere with the Lessee's use of the premises. If the City grants an easement or right-of-way across the leased land that does interfere with Lessee's use, Lessee shall be entitled to damages for crops destroyed or damaged. Damages shall be limited to 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 except for any claim arising out of gross negligence or intentional misconduct by the City and Borough regarding the Leased Premises. 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.

DRAFT

Presented by: The Manager
Introduction: 01/12/2026
Drafted by: Law Department

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2026-09

An Ordinance Authorizing the Port Director to Negotiate and Execute a Lease of Alaska Tidelands Survey No. 857, for the Purpose of Waterfront Commercial Activity.

WHEREAS, on September 16, 1971, the State of Alaska entered into a lease agreement with Union Oil Company of California for ATS 857 for a period of 55 years; and

WHEREAS, in 2001, the State of Alaska conveyed ATS 857 to the City and Borough of Juneau and transferred the administration of the lease to the City and Borough; and

WHEREAS, through several conveyances ATS 857 was conveyed to Petro 49, Inc., d/b/a Petro Marine Services; and

WHEREAS, that initial lease term expires September 15, 2026; and

WHEREAS, Petro 49, Inc. desires to immediately enter a new long-term lease with the City and Borough of Juneau for the lease of ATS 857, containing approximately 0.088 acres; and

WHEREAS, the Docks and Harbors Board reviewed this lease proposal at its Operations meeting on December 10, 2025; and

WHEREAS, this new lease revokes all prior leases.

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 lease to Petro 49, Inc. for ATS 857, a parcel of approximately 0.088 acres, with the following material terms and conditions:

- 1 (A) Term. The lease shall be for a period of 35 years with an option to execute one
2 additional lease for up to 35 years by mutual agreement and ordinance.
3 (B) Rent. Consistent with CBJC 53.20.030 and CBJC 53.20.050 the rent shall be paid
4 monthly and shall not be less than appraised fair market value.
5 (C) Other Terms and Conditions. The Port Director is authorized to include other
6 lease terms and conditions as may be in the public interest.
7

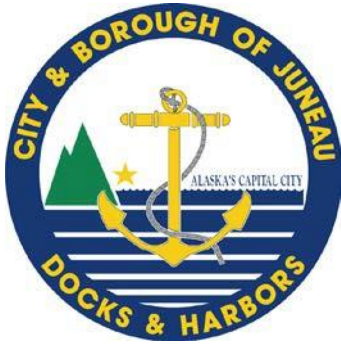
8 **Section 3. Effective Date.** This ordinance shall be effective 30 days after its
9 adoption.

10 Adopted this _____ day of _____, 2026.

11
12 _____
13 Beth A. Weldon, Mayor

14 Attest:

15 _____
16 Brecken L. Hendricks, Municipal Clerk
17
18
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20
21
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24
25



Port of Juneau

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

From: *Scott Hinton*
Scott Hinton
Port Operations Manager

To: *Carl Uchytel*
Carl Uchytel, P.E.
Port Director

Via: *Matthew Creswell*
Matthew Creswell
Harbormaster

Date: December 22nd, 2025

Re: Conversion of Part-Time-Limited Harbor
(PTL) Officer into a Benefitted Position

1. Purpose

I am requesting authorization to convert the current Part-Time Limited (PTL) Harbor Officer position (.33 FTE) into a 7-month (.58 FTE) benefitted Harbor Officer position. This proposal is intended to improve operational coverage during the peak cruise season, strengthen workforce stability, and ensure the Port can meet its expanding security and operational obligations while remaining fiscally responsible.

I am requesting authorization to convert the current Part-Time Limited (PTL) Harbor Officer position (0.33 FTE) into a **7-month benefitted Harbor Officer position (0.58 FTE)** to improve operational coverage during the peak cruise season, strengthen workforce stability, and ensure the Port can meet expanding security and operational obligations. This change will be funded by **reducing three PTL Harbor Technician positions from 0.33 FTE to 0.25 FTE each**, with the resulting FTE reallocated to the Harbor Officer position, allowing the Port to prioritize frontline security and operational coverage while remaining fiscally responsible.

2. Operational Background

The PTL Harbor Officer position has been difficult to recruit for and is often vacant, limiting its effectiveness as a reliable staffing resource. As a result, Port Operations has continued to operate with six Harbor Officers for ten years, despite increased operational demand.

The Port now supports approximately 1.6 million cruise visitors annually, resulting in higher pedestrian volumes, vessel traffic, transportation coordination, and customer service demands along the waterfront. In addition, unfunded federal security mandates from the Department of Homeland Security have expanded Harbor Officer responsibilities without a corresponding increase in staffing.

The current PTL Harbor Technician positions are established at 0.33 FTE (approximately 4.3 months); however, these

positions are **not fully utilized at that duration**. In practice, most PTL Harbor Technicians work a **three-month seasonal schedule**, which aligns with college academic calendars and reflects actual staffing patterns. The proposed adjustment to **0.25 FTE more accurately matches real-world utilization**, improves scheduling flexibility, and allows the Port to reallocate unused FTE capacity to higher-demand Harbor Officer coverage during the peak cruise season. Port Operations currently staffs the waterfront for 18 hours per day, from 0500 to 2300, throughout the cruise season. This extended operational window requires coverage across early morning, mid-day, and evening shifts.

3. Operational Need

The intent of this proposal is not to expand service levels, but to adequately staff existing operations.

Converting the PTL position to a 7-month benefitted Harbor Officer would allow Port Operations to consistently schedule five Harbor Officers each workday to cover the full 0500–2300 operational period. This staffing level improves coverage across all shifts and reduces the need to absorb gaps through overtime, shift compression, or reduced on-dock presence.

This change would:

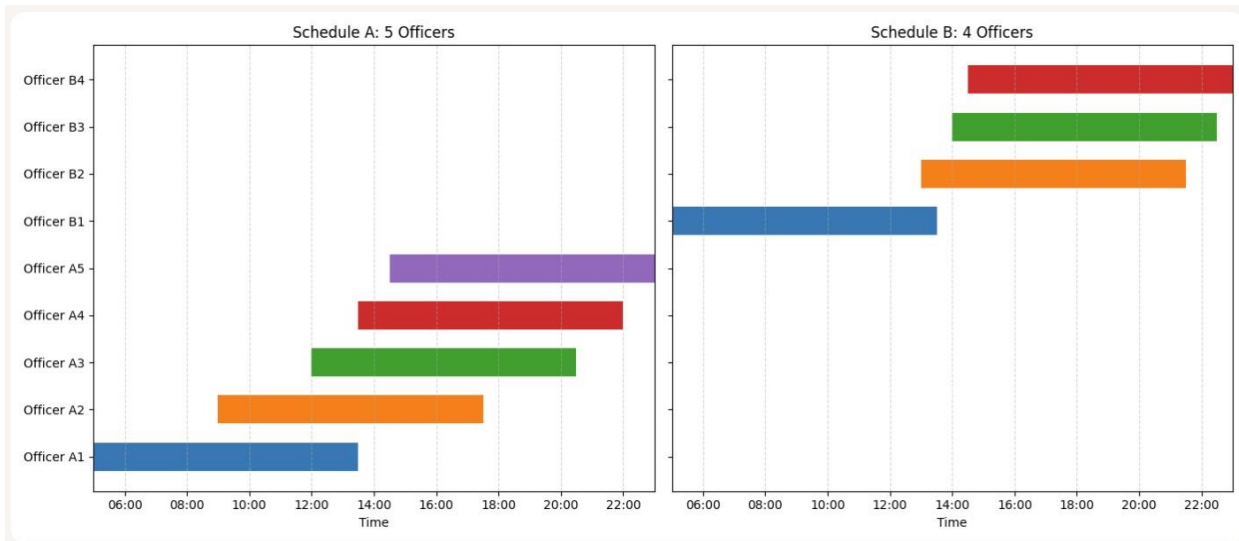
- Improve staffing continuity across early, mid, and evening shifts
- Reduce fatigue and increase operational resilience during peak cruise days
- Provide greater flexibility for leave coverage without compromising daily operations
- Strengthen oversight of loading zones, which continue to experience increased congestion and enforcement needs
- Support consistent staffing of security shelters and compliance with federal security requirements

Under the current model, existing Harbor Officers routinely absorb these demands, which limits flexibility and increases operational strain during the busiest months of the season. The following graphics illustrate the difference in daily operational coverage between the current four-officer staffing model and the proposed five-officer model across the Port’s 0500-2300 operating window.

Officer Coverage by Time of Day

(Number of officers on duty per schedule)

Time	Officers on Duty – Schedule A (5 officers)	Officers on Duty – Schedule B (4 officers)
05:00	1	1
09:00	2	1
12:00	3	1
15:00	4	3
18:00	3	3
21:00	2	3
23:00	0	0



4. Financial Impact

The proposed conversion results in a total budget increase of **\$24,902**

This increase reflects the cost difference between maintaining a short-term PTL position and establishing a 7-month benefitted seasonal Harbor Officer, which more accurately aligns with the duration and intensity of the cruise season. While this represents an increase in seasonal personnel costs, it also provides measurable operational value by improving staffing stability, reducing vacancy risk, and allowing for consistent daily coverage without relying on inefficiencies associated with repeated short-term hiring. As shown in the staffing comparison graphics, the proposed model improves mid-day and overlap coverage without extending operating hours or expanding service levels. Importantly, this proposal does not create a new year-round position. It stabilizes an existing role to better match operational reality and supports more predictable scheduling across the Port's 18-hour daily operating window.

5. Requested Action

I respectfully request approval to convert the current PTL Harbor Officer position into a 7-month benefitted Harbor Officer position, effective with the next seasonal hiring cycle. This adjustment ensures the Port can continue to operate safely, securely, and efficiently during peak demand while responsibly managing personnel costs and supporting the Harbor Officers tasked with maintaining daily waterfront operations.

X. Action to take

In order to implement this change the first step is to convert three vacant 0.33 FTE PTL Technician positions to three 0.25 FTE PTL Technician positions. There will be .25 FTE left over.

The second step is to add the .25 FTE left over to the .33 PTL Harbor Officer position. This will create a .58 FTE Harbor Officer position.

Step 3 Make the .58 FTE Harbor officer position benefitted.

Math:

$$\text{PTL Tech: } 3 \times .33 \text{ FTE} = 1.0 \text{ FTE} + .33 \text{ PTL HO} = 1.33 \text{ FTE}$$

$$\text{PTL Tech: } 3 \times .25 \text{ FTE} = 1.0 \text{ FTE} + .58 \text{ Bene HO} = 1.33 \text{ FTE}$$

Financials:

$$\text{PTL HO (.33)} = \$21,702 \text{ total wages + benefits}$$

$$\text{PTL Tech (.33)} = \$16,009 \text{ total wages + benefits}$$

$$\text{Benefitted Harbor Officer (.58)} = \$58,247 \text{ total wages + benefits}$$

PTL Tech (.25) = \$12,128 total wages + benefits

Current: .33 PTL Tech (3 x \$16,009) + .33 PTL Harbor Officer \$21,702 = \$69,729

Proposed: .58 Benefitted Harbor Officer \$58,247 + .25 PTL Tech (3 x \$12,128) = \$94,631

Proposed – Current = Total increase in Cost
\$94,631 - \$69,729 = **\$24,902** total increase in Cost

New draft:

X. Action to Take

To implement this staffing change, the following steps are proposed:

1. **Convert three vacant PTL Harbor Technician positions from 0.33 FTE to 0.25 FTE each**, resulting in a total reduction of **0.25 FTE**.
2. **Reallocate the 0.25 FTE reduction to the existing 0.33 FTE PTL Harbor Officer position**, increasing the Harbor Officer position to **0.58 FTE**.
3. **Convert the 0.58 FTE Harbor Officer position to a benefitted position** to improve retention, continuity, and peak-season coverage.

This approach reallocates existing FTE capacity to better align staffing resources with operational and security demands.

XI. FTE Alignment Summary

Staffing Model	Total FTE
Current: 3 × 0.33 PTL Technicians + 0.33 PTL Harbor Officer	1.33 FTE
Proposed: 3 × 0.25 PTL Technicians + 0.58 Benefitted Harbor Officer	1.33 FTE

Total FTE remains unchanged.

XII. Financial Impact

Current Staffing Costs

- PTL Harbor Technician (0.33 FTE): **\$16,009 each**
 - 3 positions: **\$48,027**
- PTL Harbor Officer (0.33 FTE): **\$21,702**

Total Current Cost: \$69,729

Proposed Staffing Costs

- PTL Harbor Technician (0.25 FTE): **\$12,128 each**
 - 3 positions: **\$36,384**
- Benefitted Harbor Officer (0.58 FTE): **\$58,247**

Total Proposed Cost: \$94,631

Net Fiscal Impact

- **Total Increase:**
\$94,631 – \$69,729 = \$24,902

This increase reflects the conversion of the Harbor Officer position to a benefitted role and the prioritization of frontline security and operational coverage during the peak cruise season, while maintaining overall FTE neutrality.

#



CPI TABLES (2019 - PRESENT)

Urban Alaska
 (Index value and 12-month percent change)

YEAR	JAN.	FEB.	MAR.	APR.	MAY	JUN.	JUL.	AUG.	SEP.	OCT.	NOV.	DEC.	ANNUAL	HALF 1	HALF 2
2019		227.183 2.5%		228.553 2.7%		234.179 2.5%		230.406 0.7%		227.552 -0.3%		226.527 0.0%	228.676 1.4%	228.858 2.6%	228.495 0.2%
2020		226.51 -0.3%		222.909 -2.5%		225.245 -3.8%		226.984 -1.5%		228.343 0.3%		227.259 0.3%	226.153 -1.1%	225.049 -1.7%	227.258 -0.5%
2021		229.478 1.3%		233.519 4.8%		239.296 6.2%		239.899 5.7%		242.708 6.3%		243.568 7.2%	237.188 4.9%	232.679 3.4%	241.698 6.4%
2022		246.369 7.4%		251.041 7.5%		268.916 12.4%		258.149 7.6%		261.093 7.6%		256.634 5.4%	256.423 8.1%	252.271 8.4%	260.576 7.8%
2023		256.856 4.3%		258.866 3.1%		259.93 -3.3%		263.407 2.0%		263.984 1.1%		261.178 1.8%	260.372 1.5%	257.938 2.2%	262.806 0.9%
2024		261.34 1.7%		267.046 3.2%		267.559 2.9%		267.313 1.5%		269.404 2.1%		267.312 2.3%	266.208 2.2%	264.376 2.5%	268.039 2.0%
2025		269.022 2.9%		271.358 1.6%		271.728 1.6%		273.815 2.4%				272.355 1.9%	271.826 2.1%	270.441 2.3%	273.487 2.0%

Note: BLS did not publish October 2025 CPI data due to the 2025 lapse in appropriations.



Port of Juneau

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

From: Carl Uchytel, Port Director
To: Drew Green, Cruise Line Agencies of Alaska
Date: January xxth, 2026
Re: CY26 - City and Borough of Juneau - Port Charges

The charges applicable to cruise ships visiting Juneau are listed below. These rates have been adjusted by a [2.1% CPI increase based on CY25](#) inflation effective April 1st, 2026.

1. Effective 2026, Dockage Charges (05 CBJAC 15.030) has been changed:
 - a. For vessels using the Cruise Ship Terminal Dock, Alaska Steamship Dock and vessels engaged in lightering the charge shall be \$7.15 per lower berth capacity.
 - b. For vessels mooring at the Intermediate Vessel Float (IVF), the Port Field Office Float (PFO), and the Inside of the Cruise Ship Terminal (ICT) docks
 - \$3.74 per foot for vessels less than 65 feet in length overall.
 - \$6.24 per foot for vessels with a length overall from 65 feet up to 200 feet; and
 - \$7.47 per foot or \$7.15 per lower berth, whichever results in the greater total charge for vessels greater than or equal to 200 feet in length overall.
2. Port Maintenance Fee (05 CBJAC 15.040) – has been deleted.
3. Potable Water Fee ([05 CBJAC 15.050](#)):
 - [Through June 30th, 2026: \\$5.91 per 1000 gallons](#). Unmetered smaller cruise ships flat fee \$29.24.
 - Effective July 1st, 2026: \$6.21 per 1000 gallons. Unmetered smaller cruise ships flat fee will be \$30.70.
4. Staff Labor Fee ([05 CBJAC 120.140](#)): \$98.17 per hour.
 - Wastewater hook-up fee – two (2) staff hours (\$196.34)
 - Wastewater monitoring fee – six (6) staff hours (\$589.02)
 - Vessels with greater than 2000 passengers, which do not employ electronic ID verification, will be assessed a surcharge calculated on the number of staff personnel required to perform manual credential verification and the duration of the port call.
5. IVF Dumpster fee for small cruise ships: \$474 for dumpster plus actual staff labor fee at \$98.17 per hour.
6. Vessel Lightering Fee (05 CBJAC 15.060) - \$7.15 per lower berth.
7. Marine Passenger Fee ([CBJ Ordinance 69.20](#), applies at private and public docks) - \$5 per arriving passenger.
8. Port Development Fee ([CBJ Resolution 2552](#), applies at public and private docks) - \$3 per arriving passenger.

#

DRAFT

A REGULATION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

ADOPTION OF REGULATION AMENDMENTS

Title 05 Chapter 15 – Fees and Charges

PURSUANT TO AUTHORITY GRANTED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU, THE DOCKS AND HARBORS BOARD PROPOSES TO ADOPT THE FOLLOWING AMENDMENT TO REGULATIONS:

Section 1. Authority. These regulations are adopted pursuant to CBJC 01.60, 85.02.060, and 85.02.100.

Section 2. Amendment of Section. The City and Borough of Juneau Administrative Code is amended at 05 CBJAC 15, Fees and Charges, to read:

Adopt an amended section 05.15.030, to read:

05 CBJAC 15.030 Dockage charges.

- (a) Definition. The charge assessed to vessels for berthing at the Alaska Steamship Wharf, the Cruise Ship Terminal, the Intermediate Vessel Float (IVF), the Port Field Office Float (PFO), and the Inside of the Cruise Ship Terminal (ICT).
- (b) Basis for computing charges. Dockage charges are assessed upon length-over-all (LOA) of the vessel or per lower berth.

Length-over-all is defined as the linear distance, in feet, from the forward most part at the stem to the aftermost part of the stern of the vessel, measured parallel to the base line of the vessel.

Length-over-all of the vessel, as published in "Lloyd's Register of Shipping", will be used and, when not published, the Port reserves the right to measure the vessel or obtain the length-over-all from the vessel's register.

Lower berth is defined as the standard double occupancy per cabin.

- (e) From April ~~May~~ 1 to October 31 ~~September 30~~, dockage for all vessels, except those vessels paying dockage fees set out in 05 CBJAC 15.030(f), (g), and (h), will be assessed for each 24-hour period or portion thereof as follows:
 - (1) ~~\$3.66~~ ~~\$3.53~~ per foot for vessels less than 65 feet in length overall;
 - (2) ~~\$6.11~~ ~~\$5.89~~ per foot for vessels with a length overall from 65 feet up to 200 feet;
~~and~~
 - (3) ~~\$7.32~~ ~~\$3.53~~ per foot or \$7.00 per lower berth, whichever results in the greater total charge for vessels greater than or equal to 200 feet in length overall, using the Intermediate Vessel Float (IVF), the Port Field Office Float (PFO), and the Inside of the Cruise Ship Terminal (ICT) docks, or the Statter Harbor Breakwater; and

(4) \$7.00 per lower berth for vessels greater than or equal to 200 feet in length overall at the Alaska Steamship Wharf and the Cruise Ship Terminal docks. Vessels lightering will be assessed according to 05 CBJAC 15.060.

- (f) From May 1 to September 30, fishing vessels will be assessed dockage at ~~\$1.84~~ \$1.77 per foot of length overall for each 24-hour period or portion thereof, except there will be no charge to vessels staging to offload at Taku Dock, provided the duration of staging is less than four hours.
- (g) From ~~November~~ October 1 to March 31 ~~April 30~~, dockage will be assessed as set out in 05 CBJAC 20.030 ~~and 05 CBJAC 20.040~~.

- (j) CPI adjustment. For each calendar year after ~~2025~~ 2022, the fee assessed in this section will be equal to the previous fiscal year's fee, adjusted by the Consumer Price Index - Urban Alaska (CPI) as reported by the Alaska Department of Labor & Workforce Development for the calendar year preceding the start of the seasonal cruise vessel year (April 1 through October 31 ~~November 1~~). The Docks and Harbors Board may, by motion, take action to keep the fee the same as the previous year, or increase the fee in an amount less than the CPI adjustment.

Repeal and reserve section 05 CBJAC 15.040 Port maintenance fee.

Adopt and amended section 05 CBJAC 15.060, to read:

05 CBJAC 15.060 Vessel lightering fee.

- (e) *Vessel lightering fee assessment:*

Unit	Charge
Each 24-hour period or portion thereof.	\$2,003.09 <u>\$7.00 per lower berth</u>

~~(1) For each calendar year after 2022, the fee assessment will be equal to the previous year's fee, adjusted by the Consumer Price Index - Urban Alaska (CPI) as reported by the Alaska Department of Labor for the calendar year preceding the start of the seasonal cruise vessel year, unless the Docks and Harbors Board takes action to keep the fee the same as the previous year.~~

- (f) *CPI adjustment.* For each calendar year after ~~2025~~ 2022, the fee assessed in this section will be equal to the previous fiscal year's fee, adjusted by the Consumer Price Index - Urban Alaska (CPI) as reported by the Alaska Department of Labor & Workforce Development for the calendar year preceding the start of the seasonal cruise vessel year (April 1 through October 31 ~~November 1~~). The Docks and Harbors Board may, by motion, take action to keep the fee the same as the previous year, or increase the fee in an amount less than the CPI adjustment.

Section 3. Effective Date of Regulation. It is the intent of the Assembly that these regulations shall become effective on January 1, 2026.

Section 4. Notice of Proposed Adoption of a Regulation. The notice requirements of CBJC 01.60.200 were followed by the agency. The notice period began on April 3, 2025, which is not less than 21 days before the date of adoption of these regulations as set forth below.

Adoption by Agency

After considering all relevant matter presented to it, the agency hereby adopts these regulations as set forth above. The agency will next seek Assembly review and approval.

Date: May 19, 2025

Carl Uchytel
Carl Uchytel, P.E.
Port Director

Legal Review

These regulations have been reviewed and approved in accordance with the following standards set forth in CBJC 01.60.250:

- (1) Consistency with federal and state law and with the charter, code, and other municipal regulations;
- (2) Existence of code authority and the correctness of the required citation of code authority; and
- (3) Clarity, simplicity of expression, and absence of possibility of misapplication.

Date: 5/29/2025

Sherrylayne for Emily Wright
Emily Wright
City Attorney

Assembly Review

These regulations were presented to the Assembly at its meeting of May 19, 2025. They were adopted by the Assembly.

Date: 5/29/2025

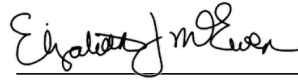
Elizabeth J. McEwen
Elizabeth J. McEwen
Municipal Clerk

Filing with Clerk

I certify, as the clerk of the City and Borough of Juneau, that the following statements are true:

1. These regulations were accepted for filing by the office of the clerk at 12:30 a.m./p.m. on the 29th day of May, 2025.
2. After signing, I will immediately deliver or cause to be delivered copies of this regulation to the attorney and the director of libraries.
3. A permanent file of the signed originals of these regulations will be maintained in this office for public inspection.
4. Effective date: June 5, 2025.

Date: 5/29/2025



Elizabeth J. McEwen
Municipal Clerk

05 CBJAC 15.080 Loading permit fees.

- (a) *Definition.* The charge assessed for obtaining a loading permit as set out in CBJ Administrative Code Title 05, Chapter 10.
- (b) *Basis for charge.* Permits are issued to qualifying entities pursuant to the regulations set out in CBJ Administrative Code Title 05, Chapter 10. Three classes of permits are issued, "A" permits, "B" permits, and limited loading permits. The "A" and/or "B" permits have two fee components. The first component is assessed to each company obtaining one or more "A" and/or "B" permits. The second component is assessed to each company based on the total number of passenger seats, excluding the vehicle driver's, that are permitted. All fees are assessed on a per calendar year basis.
- (c) *Loading permit fees assessment:*

Permit Type	Fee
"A" or "B" Permit	Calendar year permit: \$494.41 per company plus \$11.12 per passenger seat
Limited Loading Permit	\$18.54 per vehicle for each permit day; or \$309.00 per year, whichever is less

- (d) *CPI adjustment.* For each calendar year after 2022, the fee assessed in this section will be equal to the previous fiscal year's fee, adjusted by the Consumer Price Index - Urban Alaska (CPI) as reported by the Alaska Department of Labor & Workforce Development for the calendar year preceding the start of the seasonal cruise vessel year (April 1 through November 1). The Docks and Harbors Board may, by motion, take action to keep the fee the same as the previous year, or increase the fee in an amount less than the CPI adjustment.

(Eff. 5-1-2005; Amended 5-15-2017, eff. 5-23-2017; Amended 2-28-2022, eff. 3-9-2022; Amended 10-26-2023, eff. 1-1-2024)

05 CBJAC 15.110 Boom truck usage fee.

- (a) *Definition.* The charge assessed for obtaining full boom truck services as provided by the CBJ Docks and Harbors Department.
- (b) *Basis for charge.* The charge assessed will be at the rate of \$148.33 per hour for the first hour, and \$74.16 per 30 minutes thereafter.
- (c) *CPI adjustment.* The fees assessed in this section will be equal to the previous fiscal year's fee and adjusted by the Consumer Price Index - Urban Alaska (CPI) as reported by the Alaska Department of Labor & Workforce Development for the calendar year preceding the start of the fiscal year. The Docks and Harbors Board may, by motion, take action to keep the fee the same as the previous year, or increase the fee in an amount less than the CPI adjustment.

(Amended 3-5-2012, eff. 3-14-2012; Amended 2-28-2022, eff. 3-9-2022; Amended 10-26-2023, eff. 1-1-2024)

05 CBJAC 20.020 Special annual moorage fee for skiffs.

- (a) An owner with an open-hulled vessel 21 feet or less in length, excluding engines, may apply to the Harbormaster for moorage in the limited access areas of Aurora Harbor, Don D. Statter Harbor Facility, and Mike Pusich Douglas Harbor. The Harbormaster will assign moorage in these areas on a first-come, first-serve

basis. If assigned moorage by the Harbormaster, all requirements pertaining to annual moorage apply, except the annual moorage fee that the owner shall pay.

- (b) The annual moorage fee shall be \$370.81 per calendar year (January 1 through December 31).
- (c) CPI adjustment. The fees assessed in this section will be equal to the previous year's fee and adjusted by the Consumer Price Index - Urban Alaska (CPI) as reported by the Alaska Department of Labor & Workforce Development for the calendar year preceding the start of the calendar year. The Docks and Harbors Board may, by motion, take action to keep the fee the same as the previous year, or increase the fee in an amount less than the CPI adjustment.

(Amended 4-11-2005, eff. 4-19-2005; Amended 10-24-2005, eff. 11-1-2005; Amended 12-11-2006, eff. 7-1-2007; Amended 7-15-2013, eff. 7-23-2013; Amended 4-11-2016, eff. 4-26-2016; Amended 2-28-2022, eff. 3-9-2022; Amended 10-26-2023, eff. 1-1-2024)

05 CBJAC 20.030 Daily moorage fees.

- (a) *Definition.* The fee charged on a daily basis to the owner of a vessel for berthing the vessel at the Douglas Boat Harbor, Harris Boat Harbor, Aurora Boat Basin, Norway Point Float, National Guard Float, Fisherman's Terminal, Statter Boat Harbor, and moorage appurtenant to any of these facilities.
- (b) *Payment deadline.* The owner of a vessel must register with the docks and harbors department as soon as possible after arriving in the harbor system. The owner shall pay the daily moorage fees for the expected stay when registering.
- (c) *Daily moorage period.* The period of time for which daily moorage will be assessed shall commence when the vessel is made fast to an allocated berth, is moored, or comes within a slip, and shall continue until such vessel casts off and has vacated the position allocated. All time is counted and no deductions are allowed because of weather or other conditions. The Harbormaster may establish check-in and check-out times to administer the daily moorage period.
- (d) *Daily moorage fees.* Except as provided for reserved daily moorage, daily moorage fees will be assessed for each 24-hour period or portion thereof as follows:
 - (1) From July 1 through June 30, \$0.72 per foot; and
 - (2) CPI adjustment. The fees assessed in this section will be equal to the previous fiscal year's fee and adjusted by the Consumer Price Index - Urban Alaska (CPI) as reported by the Alaska Department of Labor & Workforce Development for the calendar year preceding the start of the fiscal year. The Docks and Harbors Board may, by motion, take action to keep the fee the same as the previous year, or increase the fee in an amount less than the CPI adjustment.

(Amended 4-11-2005, eff. 4-19-2005; Amended 12-5-2005, eff. 12-12-2005; Amended 3-5-2007, eff. 3-13-2007; Amended 12-11-2006, eff. 7-1-2007; Amended 4-7-2008, eff. 4-15-2008; Amended 7-15-2013, eff. 7-23-2013; Amended 2-28-2022, eff. 3-9-2022; Amended 10-26-2023, eff. 1-1-2024)

05 CBJAC 20.035 Monthly moorage fees.

- (a) *Applicability.*
 - (1) *Downtown harbors.* The fee charged to the owner of a vessel for berthing the vessel at the Douglas Boat Harbor, Harris Boat Harbor, Aurora Boat Basin, Norway Point Float, National Guard Float, Fisherman's Terminal, and moorage appurtenant to any of these facilities, on a monthly basis.

-
- (2) *Statter Harbor*. The fee charged to the owner of a vessel for berthing the vessel at the Statter Boat Harbor and moorage appurtenant to this facility, on a monthly basis.
- (b) *Monthly moorage time period*. Monthly moorage will be assessed on a calendar month basis.
- (c) *Payment deadline*. Monthly moorage fees must be paid in advance before the first day of the calendar month for which the owner is obtaining moorage, unless the owner agrees to be billed on a recurring monthly basis and the department establishes an account for the owner. An owner that does not or cannot pay the monthly moorage fee will be assessed a daily moorage fee in accordance with these regulations.
- (d) *Monthly moorage fee*. Monthly moorage fees will be assessed for each calendar month or portion thereof as follows:
- (1) *Downtown harbors*. In addition to the CPI adjustment specified in subsection (e) affecting the moorage agreement from July 1 to June 30, annually, the following rates will apply. There will be a three-percent increase beginning January 1, 2024, bringing the per foot rate to \$5.12; there will be another three percent increase on January 1, 2025; and there will be a final two and eight-tenths percent increase on January 1, 2026.
- (2) *Statter Harbor*. In addition to the CPI adjustment specified in (e) affecting the moorage agreement from July 1 to June 30, annually, the following rates will apply. There will be a three percent increase beginning January 1, 2024, bringing the per foot rate to \$8.53; there will be another three percent increase on January 1, 2025; and there will be a final two and eight-tenths percent increase on January 1, 2026.
- (e) *CPI adjustment*. The fees assessed in this section will be equal to the previous fiscal year's fee and adjusted by the Consumer Price Index - Urban Alaska (CPI) as reported by the Alaska Department of Labor & Workforce Development for the calendar year preceding the start of the fiscal year. The Docks and Harbors Board may, by motion, take action to keep the fee the same as the previous year, or increase the fee in an amount less than the CPI adjustment.

(Added 6-13-2016, eff. 6-21-2016; Amended 2-28-2022, eff. 3-9-2022; Amended 10-26-2023, eff. 1-1-2024)

05 CBJAC 20.045 Fee for tenders.

- (a) *Definition*. The fee for tenders applies to cases where the owner of a vessel moors a tender in the water along with their primary vessel. Under this regulation, a tender is defined as an auxiliary vessel that is carried or towed by the primary vessel to allow access to, or escape from, the primary vessel. To qualify for this special fee, the owner of the tender and the owner of the vessel must be the same person. Tenders that are not assessed fees under this section shall be assessed fees under the applicable annual, daily, or monthly moorage fee section.
- (b) *Exclusion*. This regulation does not sanction the mooring of a tender alongside a primary vessel in a manner the Harbormaster judges to interfere with the operation of the harbor. Owners of large tenders must still obtain conditional approval of the Harbormaster before mooring a large tender in a stall along with their primary vessel.
- (c) *Moorage fee*. There is no moorage fee for a tender in cases where the primary vessel is shorter than the designated stall length, the owner pays moorage fees based on the designated stall length, and the tender can fit within the stall without causing the tender or primary vessel to protrude beyond the designated stall length. In all other cases, the owner of the tender shall pay fees as follows:
- (1) Annual fee of \$176.74 per tender paid in advance;

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(Supp. No. 164)

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- (2) Monthly fee of \$58.91 per tender paid in advance; or
 - (3) Daily fee in accordance with Section [05 CBJAC 20.030] 30 of this regulation.
- (d) *CPI adjustment.* The fees assessed in this section will be equal to the previous fiscal year's fee and adjusted by the Consumer Price Index - Urban Alaska (CPI) as reported by the Alaska Department of Labor & Workforce Development for the calendar year preceding the start of the fiscal year. The Docks and Harbors Board may, by motion, take action to keep the fee the same as the previous year, or increase the fee in an amount less than the CPI adjustment.

(Amended 4-11-2005, eff. 4-19-2005; Amended 2-28-2022, eff. 3-9-2022; Amended 10-26-2023, eff. 1-1-2024)

05 CBJAC 20.050 Residence surcharge.

- (a) *Definition.* A fee assessed to the owner of a vessel when the vessel is used by any person as a residence, dwelling, or abode for three or more calendar days in any calendar month, unless
- (1) The owner pays daily moorage in accordance with 05 CBJAC 20.030 for all days in the calendar month during which the vessel is used for three or more days as a residence, dwelling, or abode; or
 - (2) The Harbormaster in writing authorizes the owner to use the vessel as a residence, dwelling, or abode for more than three calendar days in any calendar month, provided such authorization may be given only for short term, temporary use of the vessel as a residence, dwelling, or abode of not more than seven days in the calendar month for which the authorization is given.
- (b) *Residence surcharge period and duty to report.* The residence surcharge will be assessed on a calendar month basis. The owner of the vessel is responsible for paying the residence surcharge. The owner of the vessel is responsible for immediately notifying the Harbormaster when their vessel is used by any person as a residence, dwelling, or abode. Any rental or leasing of a vessel by its owner must be for a period of no less than six months, subject to prior written approval by the Harbormaster. Rental for any period of less than six months and subleasing are not permitted. Once a vessel is in use as a residence, dwelling, or abode the Docks and Harbors Department will continue to assess the residence surcharge until the owner of the vessel gives written notice to the Harbormaster that the vessel is no longer used as a residence, dwelling, or abode.
- (c) *Payment deadline.* The owner must pay the residence surcharge in advance before the first day of the calendar month for which the owner is planning to use the vessel as a residence. An owner that does not or cannot pay the residence will be assessed a daily moorage fee in accordance with Section [05 CBJAC 20.030] 30 of this regulation in addition to any annual or monthly moorage that may have been paid.
- (d) *Residence surcharge.* The owner shall pay a residence surcharge of \$85.28 per calendar month, or portion thereof, for each vessel used as a residence. For a vessel with more than four residents, the owner shall pay an additional surcharge of \$28.43 per calendar month, or portion thereof, for each additional resident.
- (e) *CPI adjustment.* The fees assessed in this section will be equal to the previous fiscal year's fee and adjusted by the Consumer Price Index - Urban Alaska (CPI) as reported by the Alaska Department of Labor & Workforce Development for the calendar year preceding the start of the fiscal year. The Docks and Harbors Board may, by motion, take action to keep the fee the same as the previous year, or increase the fee in an amount less than the CPI adjustment.

(Amended 4-11-2005, eff. 4-19-2005; Amended 4-7-2008, eff. 4-15-2008; Amended 3-15-2010, eff. 3-22-2010; Amended 2-28-2022, eff. 3-9-2022; Amended 11-21-2022, eff. 12-22-2022; Amended 10-26-2023, eff. 1-1-2024)

05 CBJAC 20.060 Recreational boat launch fees.

- (a) *Launch ramp permit required.* A boat trailer owner or vehicle owner (when launching vessels without a trailer) will obtain any and all necessary launch ramp permits for using one or more of the Douglas Harbor Boat Launches, the Harris Harbor Boat Launch, the North Douglas Boat Launch, the Statter Harbor Boat Launch, the Amalga Harbor Boat Launch, and the Echo Cove Boat Launch to launch and recover recreational vessels. Use of the Kayak Launch Ramps at Amalga Harbor and Statter Harbor is free and does not require a launch ramp permit.
- (b) *Assessment of launch ramp permit fees.* Launch ramp permit fees will be assessed as provided in section (h) of this regulation.
- (c) *Payment of launch ramp permit fees.* An owner may pay the annual launch ramp permit fee at any time during the calendar year. The owner must pay the daily launch ramp fees in advance of use.
- (d) *Application requirements for all launch ramp permits.* An applicant can only purchase a launch ramp permit for trailer(s) or vehicle(s) the applicant owns. Each application for an annual launch ramp permit or supplemental launch ramp permit as provided in these regulations, must affirm the owner's home address by providing a valid driver's license and showing the address on the valid driver's license matches the address indicated on the trailer registration or vehicle registration. Trailers or vehicles with jointly registered owners require the same verification of driver's license address and vehicle or trailer registration address.
- (e) *Permit decal.* Each trailer plate number or vehicle plate number shall be displayed with an indelible marker on the permit decal.
- (f) *Additional launch ramp permits for owners of multiple trailers.*
 - (1) An applicant for a single annual launch ramp permit may obtain up to two supplemental annual launch ramp permits. Administrative fees apply to any and all requested supplemental launch ramp permits.
 - (2) If an applicant seeks to register a fourth trailer, the applicant must purchase an annual launch ramp permit. In purchasing this fourth annual launch ramp permit, the applicant may obtain up to two supplemental annual launch ramp permits. Administrative fees apply to any and all of these requested supplemental launch ramp permits.
 - (3) If an applicant needs additional launch ramp permits beyond the number outlined in (f)(1) and (f)(2) of this section, the applicant must purchase an annual launch ramp permit(s) for each additional trailer.
 - (4) Trailers titled by a business, corporation, partnership, or other legally binding relationship are not entitled to multiple trailer permits under this section.
- (g) *Launch ramp permits for vehicular use of launch ramps by non-trailer vessels.*
 - (1) Vessels (including, but not limited to, kayaks, skiffs, canoes, rowboats, paddleboards, sailboats, inflatables and water toys) launched at facilities as outlined in section (a) of this regulation, to include the adjacent parking lots, are required to purchase a launch ramp permit.
 - (2) The launch ramp permit shall be conspicuously adhered to the vehicle in use at the facility.
 - (3) Individual vehicle owners will be provided the opportunity to obtain multiple additional launch ramp permits as provided in section (f) of this regulation. Administrative fees apply for all additional launch ramp permits.
 - (4) There are no additional fees for vehicles using the facilities noted in section (a) of this regulation which are not engaged in launching or recovering vessels.
- (h) *Recreational launch ramp permit fees.* Recreational launch ramp permit fees, including administrative fees, will be assessed as follows:

Calendar year permit:

\$111.25 (Recreational);

\$309.00 (Commercial)

Daily:

\$18.53 (Recreational);

\$37.08 (Commercial)

Administrative fee for additional permit(s) or lost decal(s): \$5.00 each

- (i) *CPI adjustment.* The fees assessed in this section will be equal to the previous year's fee and adjusted by the Consumer Price Index - Urban Alaska (CPI) as reported by the Alaska Department of Labor & Workforce Development for the calendar year preceding the start of the calendar year. The Docks and Harbors Board may, by motion, take action to keep the fee the same as the previous year, or increase the fee in an amount less than the CPI adjustment.

(Amended 7-15-2013, eff. 7-23-2013; Amended 11-10-2015, eff. 11-17-2015; Amended 2-28-2022, eff. 3-9-2022; Amended 11-21-2022, eff. 12-22-2022; Amended 10-26-2023, eff. 1-1-2024)

05 CBJAC 20.070 Fees for commercial use of boat launches.

- (a) *Definition.* The fee assessed to a person conducting commercial charter vessel activities at all facilities managed by the docks and harbors department.
- (b) *Relationship to other fees.* This fee applies in addition to other fees set out in 05 CBJAC 020, except as follows:
- (1) A person paying moorage fees for reservations moorage at Statter Harbor as set out in 05 CBJAC 25.040 shall not be required to pay this fee;
 - (2) A person paying freight use fees as set out in 05 CBJAC 20.070 shall not be required to pay this fee if the passengers are loaded at a launch ramp; and
 - (3) A person conducting passenger-for-hire activities at the Douglas Boat Harbor Launch Ramps, North Douglas Launch Ramp, Amalga Harbor Launch Ramp, and Echo Cove Launch Ramp are assessed fees as set out 05 CBJAC 01 in lieu of this fee.
- (c) *Requirements.* The owner of a vessel must apply to and obtain a permit from the harbormaster in order to conduct passenger-for-hire activities at all facilities managed by the docks and harbors department. Applications are available at any of the docks and harbor department offices or online. The harbormaster is authorized to issue permits with reasonable conditions concerning insurance, operations, and the payment of fees.
- (d) *Inspected vessel fees.* The harbormaster shall assess permit fees to the owner of a vessel engaged in passenger-for-hire activities that is regulated under Subchapter T and S of 40 CFR 33 as follows:
- (1) Calendar year permit: \$671.39 per vessel plus \$1.94 per passenger each calendar day that one or more facilities is used for passenger-for-hire activity.
 - (2) Each calendar year after 2022, a fee equal to the previous year's fee adjusted by the Consumer Price Index - Urban Alaska (CPI) as reported by the Alaska Department of Labor for the calendar year preceding the start of the moorage year, unless the docks and harbors board takes action to keep the fee the same as the previous year.
 - (3) No charge for non-profit use when approved by the harbormaster on a case-by-case basis.

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- (e) *Uninspected vessel fees.* The Harbormaster shall assess permit fees to the owner of a vessel engaged in passenger-for-hire activities that is not regulated under Subchapter T and S of 40 CFR 33 (OUPV - operator of uninspected passenger vessels) as follows:
- (1) Calendar year permit: \$202.20 per vessel plus \$1.94 per passenger each calendar day that one or more facilities is used for passenger-for-hire activity.
 - (2) Each calendar year after 2022, a fee equal to the previous year's fee adjusted by the Consumer Price Index - Urban Alaska (CPI) as reported by the Alaska Department of Labor for the calendar year preceding the start of the moorage year, unless the docks and harbors board takes action to keep the fee the same as the previous year.
 - (3) No charge for non-profit use when approved by the harbormaster on a case-by-case basis.
- (f) *CPI adjustment.* The fees assessed in this section will be equal to the previous year's fee and adjusted by the Consumer Price Index - Urban Alaska (CPI) as reported by the Alaska Department of Labor & Workforce Development for the calendar year preceding the start of the calendar year. The Docks and Harbors Board may, by motion, take action to keep the fee the same as the previous year, or increase the fee in an amount less than the CPI adjustment.

(Amended 4-11-2005, eff. 4-19-2005; Amended 1-9-2006, eff. 1-17-2006; Amended 3-5-2007, eff. 3-13-2007; Amended 12-14-2009, eff. 12-22-2009; Amended 7-15-2013, eff. 7-23-2013; Amended 8-10-2015, eff. 8-18-2015; Amended 11-10-2015, eff. 11-17-2015; Amended 7-31-2017, eff. 8-8-2017; Amended 12-13-2021, eff. 12-21-2021; Amended 2-28-2022, eff. 3-9-2022; Amended 10-26-2023, eff. 1-1-2024)

05 CBJAC 20.080 Passenger-for-hire fee.

- (a) *Definition.* The fee assessed to a person conducting commercial charter vessel activities at all facilities managed by the docks and harbors department.
- (b) *Relationship to other fees.* This fee applies in addition to other fees set out in 05 CBJAC 020, except as follows:
- (1) A person paying moorage fees for reservations moorage at Statter Harbor as set out in 05 CBJAC 25.040 shall not be required to pay this fee;
 - (2) A person paying freight use fees as set out in 05 CBJAC 20.070 shall not be required to pay this fee if the passengers are loaded at a launch ramp; and
 - (3) A person conducting passenger-for-hire activities at the Douglas Boat Harbor Launch Ramps, North Douglas Launch Ramp, Amalga Harbor Launch Ramp, and Echo Cove Launch Ramp are assessed fees as set out 05 CBJAC 01 in lieu of this fee.
- (c) *Requirements.* The owner of a vessel must apply to and obtain a permit from the harbormaster in order to conduct passenger-for-hire activities at all facilities managed by the docks and harbors department. Applications are available at any of the docks and harbor department offices or online. The harbormaster is authorized to issue permits with reasonable conditions concerning insurance, operations, and the payment of fees.
- (d) *Inspected vessel fees.* The harbormaster shall assess permit fees to the owner of a vessel engaged in passenger-for-hire activities that is regulated under Subchapter T and S of 40 CFR 33 as follows:
- (1) Calendar year permit: \$671.39 per vessel plus \$1.94 per passenger each calendar day that one or more facilities is used for passenger-for-hire activity.
 - (2) Each calendar year after 2022, a fee equal to the previous year's fee adjusted by the Consumer Price Index - Urban Alaska (CPI) as reported by the Alaska Department of Labor & Workforce Development

for the calendar year preceding the start of the seasonal cruise vessel year (April 1 - November 1). The Docks and Harbors Board may, by motion, take action to keep the fee the same as the previous year, or increase the fee in an amount less than the CPI adjustment.

- (3) No charge for non-profit use when approved by the harbormaster on a case-by-case basis.
- (e) *Uninspected vessel fees.* The harbormaster shall assess permit fees to the owner of a vessel engaged in passenger-for-hire activities that is not regulated under Subchapter T and S of 40 CFR 33 (OUPV - operator of uninspected passenger vessels) as follows:
 - (1) Calendar year permit: \$202.20 per vessel plus \$1.94 per passenger each calendar day that one or more facilities is used for passenger-for-hire activity.
 - (2) Each calendar year after 2022, a fee equal to the previous year's fee adjusted by the Consumer Price Index - Urban Alaska (CPI) as reported by the Alaska Department of Labor & Workforce Development for the calendar year preceding the start of the seasonal cruise vessel year (April 1 - November 1). The Docks and Harbors Board may, by motion, take action to keep the fee the same as the previous year, or increase the fee in an amount less than the CPI adjustment.
 - (3) No charge for non-profit use when approved by the Harbormaster on a case-by case basis.

(Amended 4-11-2005, eff. 4-19-2005; Amended 12-5-2005, eff. 12-12-2005; Amended 4-24-2006, eff. 5-2-2006; Amended 7-15-2013, eff. 7-23-2013; Amended 4-1-2015, eff. 4-8-2015; Amended 12-13-2021, eff. 12-21-2021; Amended 2-28-2022, eff. 3-9-2022; Amended 10-26-2023, eff. 1-1-2024)

05 CBJAC 20.090 Statter Harbor Bus Lot permit fee.

- (a) *Definition.* The fee assessed to the owner of a vehicle for picking-up and discharging passengers for passenger-for-hire activities at the Statter Harbor Bus Lot.
- (b) *Requirements.* The owner of a vehicle using the Statter Harbor Bus Lot to pick-up and discharge passengers for passenger-for-hire activities must apply to and obtain a permit from the Harbormaster. Applications are available at any of the Docks and Harbor Department Offices. The Harbormaster is authorized to issue permits with reasonable conditions concerning insurance, operations, and payment of fees.
- (c) *Fees.* The Harbormaster shall assess permit fees to the owner of a vehicle using the Statter Harbor Bus Lot to pick-up and discharge passengers for passenger-for-hire activities as follows:
 - (1) Calendar year permit: \$370.81 per company plus \$18.54 per passenger seat; or
 - (2) Once per week permit: \$25.00 per vehicle per calendar day for companies that use the lot to drop-off passengers for passenger-for-hire activities no more than once per week; or
 - (3) No charge for non-profit use when approved by the Harbormaster on a case-by-case basis.
- (d) *CPI adjustment.* The fees assessed in this section will be equal to the previous year's fee and adjusted by the Consumer Price Index - Urban Alaska (CPI) as reported by the Alaska Department of Labor & Workforce Development for the calendar year preceding the start of the calendar year. The Docks and Harbors Board may, by motion, take action to keep the fee the same as the previous year, or increase the fee in an amount less than the CPI adjustment.

(Amended 4-11-2005, eff. 4-19-2005; Amended 4-24-2006, eff. 5-2-2006; Amended 7-15-2013, eff. 7-23-2013; Amended 2-28-2022, eff. 3-9-2022; Amended 11-21-2022, eff. 12-22-2022; Amended 10-26-2023, eff. 1-1-2024)

05 CBJAC 20.100 Grid usage fees.

- (a) *Definition.* The fees assessed to an owner for using the Harris Harbor Grid.
- (b) *Grid usage period and requirements.* The period for grid usage is a 24-hour period, or portion thereof. The grid fee is based on the silhouette length of the vessel. All grid usage fees must be paid in advance. Owners of vessels may reserve use of the grid. Payment of grid usage fees is required to obtain a reservation. The Harbormaster will require the owner of a vessel to post a bond or other guaranty before using the grid when the Harbormaster believes such security is necessary.
- (c) *Refunds.* CBJ will refund grid fees for unused grid usage periods if the owner notifies the Harbormaster at least 24 hours before the start of the reservation period.
- (d) *Grid usage fees.* Grid usage fees shall be assessed as follows:

\$ per foot per day	\$1.24
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- (e) *CPI adjustment.* The fees assessed in this section will be equal to the previous fiscal year's fee and adjusted by the Consumer Price Index - Urban Alaska (CPI) as reported by the Alaska Department of Labor & Workforce Development for the calendar year preceding the start of the fiscal year. The Docks and Harbors Board may, by motion, take action to keep the fee the same as the previous year, or increase the fee in an amount less than the CPI adjustment.

(Amended 4-11-2005, eff. 4-19-2005; Amended 7-15-2013, eff. 7-23-2013; Amended 3-30-2017, eff. 4-11-2017; Amended 2-28-2022, eff. 3-9-2022; Amended 10-26-2023, eff. 1-1-2024)

05 CBJAC 20.110 Crane use fees.

- (a) *Definition.* The fees assessed to a person for using a hydraulic crane at one of the CBJ Docks and Harbor Department facilities.
- (b) *Crane use requirements.* A person must obtain approval from the Harbormaster before using a hydraulic crane. A person may reserve use of the crane. Charges shall be assessed through an electronic key card issued by Docks and Harbors.
- (c) *Crane use fees.* Crane use fees will be assessed at the rate of \$6.17 per each 15 minutes of use.
- (d) *CPI adjustment.* The fee(s) assessed in this section will be equal to the previous fiscal year's fee and adjusted by the Consumer Price Index - Urban Alaska (CPI) as reported by the Alaska Department of Labor & Workforce Development for the calendar year preceding the start of the fiscal year. The Docks and Harbors Board may, by motion, take action to keep the fee the same as the previous year, or increase the fee in an amount less than the CPI adjustment.

(Amended 4-11-2005, eff. 4-19-2005; Amended 9-21-2009, eff. 9-30-2009; Amended 8-10-2015, eff. 8-18-2015; Amended 2-28-2022, eff. 3-9-2022; Amended 11-21-2022, eff. 12-22-2022; Amended 10-26-2023, eff. 1-1-2024)

05 CBJAC 20.130 Storage fees.

- (a) A person may apply to the Harbormaster for use of long-term storage space in designated areas. Except as provided herein, the fee for use of this space is \$0.61 per square foot per calendar month, or portion thereof. The Harbormaster is authorized to issue permits and develop written procedures to implement this section.

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- (b) Vessel storage. When available, Docks and Harbors will allow vessels to be hauled out and temporarily stored at the Auke Bay Loading Facility. The following rates apply:
 - (1) May through September: \$1.18 per linear foot per day for up to five days.
 - (2) May through September: \$3.53 per linear foot per day after five days.
 - (3) October through April: \$9.43 per linear foot per calendar month.
 - (4) No storage fee will be assessed for the day the vessel is hauled out.
 - (c) Boat stand rental. When a vessel is brought to available uplands for storage by an individual or contractor, Docks and Harbors shall assess one hour of prevailing labor rate for blocking and \$117.83 per calendar month for use of boat stands. The Harbormaster or their representative shall approve the blocking of all vessels.
 - (d) CPI adjustment. The fee(s) assessed in this section will be equal to the previous fiscal year's fee and adjusted by the Consumer Price Index - Urban Alaska (CPI) as reported by the Alaska Department of Labor & Workforce Development for the calendar year preceding the start of the fiscal year. The Docks and Harbors Board may, by motion, take action to keep the fee the same as the previous year, or increase the fee in an amount less than the CPI adjustment.

(Amended 4-11-2005, eff. 4-19-2005; Amended 7-17-2009, eff. 7-24-2009; Amended 5-19-2010, eff. 5-31-2010; Amended 8-10-2015, eff. 8-18-2015; Amended 2-28-2022, eff. 3-9-2022; Amended 10-26-2023, eff. 1-1-2024)

05 CBJAC 20.140 Staff labor fees.

When required in the furtherance of duties set out in CBJ Ordinance Title 85, harbor regulations and rules, fees for services of Docks and Harbors Department staff will be assessed as follows:

- (1) \$92.69 per hour for each staff person with a one-hour minimum charge per staff person;
- (2) \$142.93 boat charge per hour, one-hour minimum, and increments each 30 minutes prorated; and
- (3) The actual cost of contracted services, supplies or materials plus a ten-percent mark-up.
- (4) CPI adjustment. The fee(s) assessed in this section will be equal to the previous fiscal year's fee and adjusted by the Consumer Price Index - Urban Alaska (CPI) as reported by the Alaska Department of Labor & Workforce Development for the calendar year preceding the start of the fiscal year. The Docks and Harbors Board may, by motion, take action to keep the fee the same as the previous year, or increase the fee in an amount less than the CPI adjustment.

(Amended 4-11-2005, eff. 4-19-2005; Amended 8-10-2015, eff. 8-18-2015; Amended 2-28-2022, eff. 3-9-2022; Amended 10-26-2023, eff. 1-1-2024)

05 CBJAC 20.150 Reserved moorage waitlist fee.

- (a) A person applying for placement on the reserved moorage waitlist shall pay an initial sign-up fee of \$61.80 and an annual fee of \$12.36 payable by March 1 of each year that the person wishes to remain on the waitlist.
- (b) CPI adjustment. The fee(s) assessed in this section will be equal to the previous year's fee and adjusted by the Consumer Price Index - Urban Alaska (CPI) as reported by the Alaska Department of Labor & Workforce Development for the calendar year preceding the start of the calendar year. The Docks and Harbors Board may, by motion, take action to keep the fee the same as the previous year, or increase the fee in an amount less than the CPI adjustment.

(Amended 4-11-2005, eff. 4-19-2005; Amended 2-28-2022, eff. 3-9-2022; Amended 10-26-2023, eff. 1-1-2024)

05 CBJAC 20.210 Auke Bay Loading Facility—Float Moorage.

- (a) The fee to use the Auke Bay Loading Facility Float shall be as follows:
 - (1) No cost for the first two hours using the float.
 - (2) \$0.93 per linear foot per calendar day for using the float for more than two hours and up to three calendar days.
 - (3) \$1.85 per linear foot per calendar day for using the float for more than three calendar days and up to seven calendar days.
 - (4) \$3.70 per linear foot per calendar day for using the float for seven calendar days or more.
- (b) CPI adjustment. The fee(s) assessed in this section will be equal to the previous fiscal year's fee and adjusted by the Consumer Price Index - Urban Alaska (CPI) as reported by the Alaska Department of Labor & Workforce Development for the calendar year preceding the start of the fiscal year. The Docks and Harbors Board may, by motion, take action to keep the fee the same as the previous year, or increase the fee in an amount less than the CPI adjustment.

(Added 8-10-2015, eff. 8-18-2015; Amended 2-28-2022, eff. 3-9-2022; Amended 10-26-2023, eff. 1-1-2024)

05 CBJAC 20.220 Auke Bay Loading Facility Float—Mechanical Work Zone.

- (a) The rate for the Docks and Harbors Auke Bay Loading Facility Float Mechanical Work Zone shall be as follows:
 - (1) \$0.93 per linear foot per calendar day for the first three days.
 - (2) \$1.85 per linear foot per calendar day for days four through seven.
 - (3) \$3.70 per linear foot per calendar day in excess of seven days.
- (b) CPI adjustment. The fee(s) assessed in this section will be equal to the previous fiscal year's fee and adjusted by the Consumer Price Index - Urban Alaska (CPI) as reported by the Alaska Department of Labor & Workforce Development for the calendar year preceding the start of the fiscal year. The Docks and Harbors Board may, by motion, take action to keep the fee the same as the previous year, or increase the fee in an amount less than the CPI adjustment.

(Amended 2-28-2022, eff. 3-9-2022; Amended 10-26-2023, eff. 1-1-2024)

05 CBJAC 20.030 Daily moorage fees.

- (a) *Definition.* The fee charged on a daily basis to the owner of a vessel for berthing the vessel at the Douglas Boat Harbor, Harris Boat Harbor, Aurora Boat Basin, Norway Point Float, National Guard Float, Fisherman's Terminal, Statter Boat Harbor, and moorage appurtenant to any of these facilities.
- (b) *Payment deadline.* The owner of a vessel must register with the docks and harbors department as soon as possible after arriving in the harbor system. The owner shall pay the daily moorage fees for the expected stay when registering.
- (c) *Daily moorage period.* The period of time for which daily moorage will be assessed shall commence when the vessel is made fast to an allocated berth, is moored, or comes within a slip, and shall continue until such

vessel casts off and has vacated the position allocated. All time is counted and no deductions are allowed because of weather or other conditions. The Harbormaster may establish check-in and check-out times to administer the daily moorage period.

- (d) *Daily moorage fees.* Except as provided for reserved daily moorage, daily moorage fees will be assessed for each 24-hour period or portion thereof as follows:
- (1) From July 1 through June 30, \$0.72 per foot; and
 - (2) CPI adjustment. The fees assessed in this section will be equal to the previous fiscal year's fee and adjusted by the Consumer Price Index - Urban Alaska (CPI) as reported by the Alaska Department of Labor & Workforce Development for the calendar year preceding the start of the fiscal year. The Docks and Harbors Board may, by motion, take action to keep the fee the same as the previous year, or increase the fee in an amount less than the CPI adjustment.

(Amended 4-11-2005, eff. 4-19-2005; Amended 12-5-2005, eff. 12-12-2005; Amended 3-5-2007, eff. 3-13-2007; Amended 12-11-2006, eff. 7-1-2007; Amended 4-7-2008, eff. 4-15-2008; Amended 7-15-2013, eff. 7-23-2013; Amended 2-28-2022, eff. 3-9-2022; Amended 10-26-2023, eff. 1-1-2024)

05 CBJAC 20.035 Monthly moorage fees.

- (a) *Applicability.*
- (1) *Downtown harbors.* The fee charged to the owner of a vessel for berthing the vessel at the Douglas Boat Harbor, Harris Boat Harbor, Aurora Boat Basin, Norway Point Float, National Guard Float, Fisherman's Terminal, and moorage appurtenant to any of these facilities, on a monthly basis.
 - (2) *Statter Harbor.* The fee charged to the owner of a vessel for berthing the vessel at the Statter Boat Harbor and moorage appurtenant to this facility, on a monthly basis.
- (b) *Monthly moorage time period.* Monthly moorage will be assessed on a calendar month basis.
- (c) *Payment deadline.* Monthly moorage fees must be paid in advance before the first day of the calendar month for which the owner is obtaining moorage, unless the owner agrees to be billed on a recurring monthly basis and the department establishes an account for the owner. An owner that does not or cannot pay the monthly moorage fee will be assessed a daily moorage fee in accordance with these regulations.
- (d) *Monthly moorage fee.* Monthly moorage fees will be assessed for each calendar month or portion thereof as follows:
- (1) *Downtown harbors.* In addition to the CPI adjustment specified in subsection (e) affecting the moorage agreement from July 1 to June 30, annually, the following rates will apply. There will be a three-percent increase beginning January 1, 2024, bringing the per foot rate to \$5.12; there will be another three percent increase on January 1, 2025; and there will be a final two and eight-tenths percent increase on January 1, 2026.
 - (2) *Statter Harbor.* In addition to the CPI adjustment specified in (e) affecting the moorage agreement from July 1 to June 30, annually, the following rates will apply. There will be a three percent increase beginning January 1, 2024, bringing the per foot rate to \$8.53; there will be another three percent increase on January 1, 2025; and there will be a final two and eight-tenths percent increase on January 1, 2026.
- (e) *CPI adjustment.* The fees assessed in this section will be equal to the previous fiscal year's fee and adjusted by the Consumer Price Index - Urban Alaska (CPI) as reported by the Alaska Department of Labor & Workforce Development for the calendar year preceding the start of the fiscal year. The Docks and Harbors

Board may, by motion, take action to keep the fee the same as the previous year, or increase the fee in an amount less than the CPI adjustment.

(Added 6-13-2016, eff. 6-21-2016; Amended 2-28-2022, eff. 3-9-2022; Amended 10-26-2023, eff. 1-1-2024)

05 CBJAC 20.045 Fee for tenders.

- (a) *Definition.* The fee for tenders applies to cases where the owner of a vessel moors a tender in the water along with their primary vessel. Under this regulation, a tender is defined as an auxiliary vessel that is carried or towed by the primary vessel to allow access to, or escape from, the primary vessel. To qualify for this special fee, the owner of the tender and the owner of the vessel must be the same person. Tenders that are not assessed fees under this section shall be assessed fees under the applicable annual, daily, or monthly moorage fee section.
- (b) *Exclusion.* This regulation does not sanction the mooring of a tender alongside a primary vessel in a manner the Harbormaster judges to interfere with the operation of the harbor. Owners of large tenders must still obtain conditional approval of the Harbormaster before mooring a large tender in a stall along with their primary vessel.
- (c) *Moorage fee.* There is no moorage fee for a tender in cases where the primary vessel is shorter than the designated stall length, the owner pays moorage fees based on the designated stall length, and the tender can fit within the stall without causing the tender or primary vessel to protrude beyond the designated stall length. In all other cases, the owner of the tender shall pay fees as follows:
 - (1) Annual fee of \$176.74 per tender paid in advance;
 - (2) Monthly fee of \$58.91 per tender paid in advance; or
 - (3) Daily fee in accordance with Section [05 CBJAC 20.030] 30 of this regulation.
- (d) *CPI adjustment.* The fees assessed in this section will be equal to the previous fiscal year's fee and adjusted by the Consumer Price Index - Urban Alaska (CPI) as reported by the Alaska Department of Labor & Workforce Development for the calendar year preceding the start of the fiscal year. The Docks and Harbors Board may, by motion, take action to keep the fee the same as the previous year, or increase the fee in an amount less than the CPI adjustment.

(Amended 4-11-2005, eff. 4-19-2005; Amended 2-28-2022, eff. 3-9-2022; Amended 10-26-2023, eff. 1-1-2024)

Downtown Waterfront Improvements Phase II – Restrooms & Covered Shelter

Previous Work:

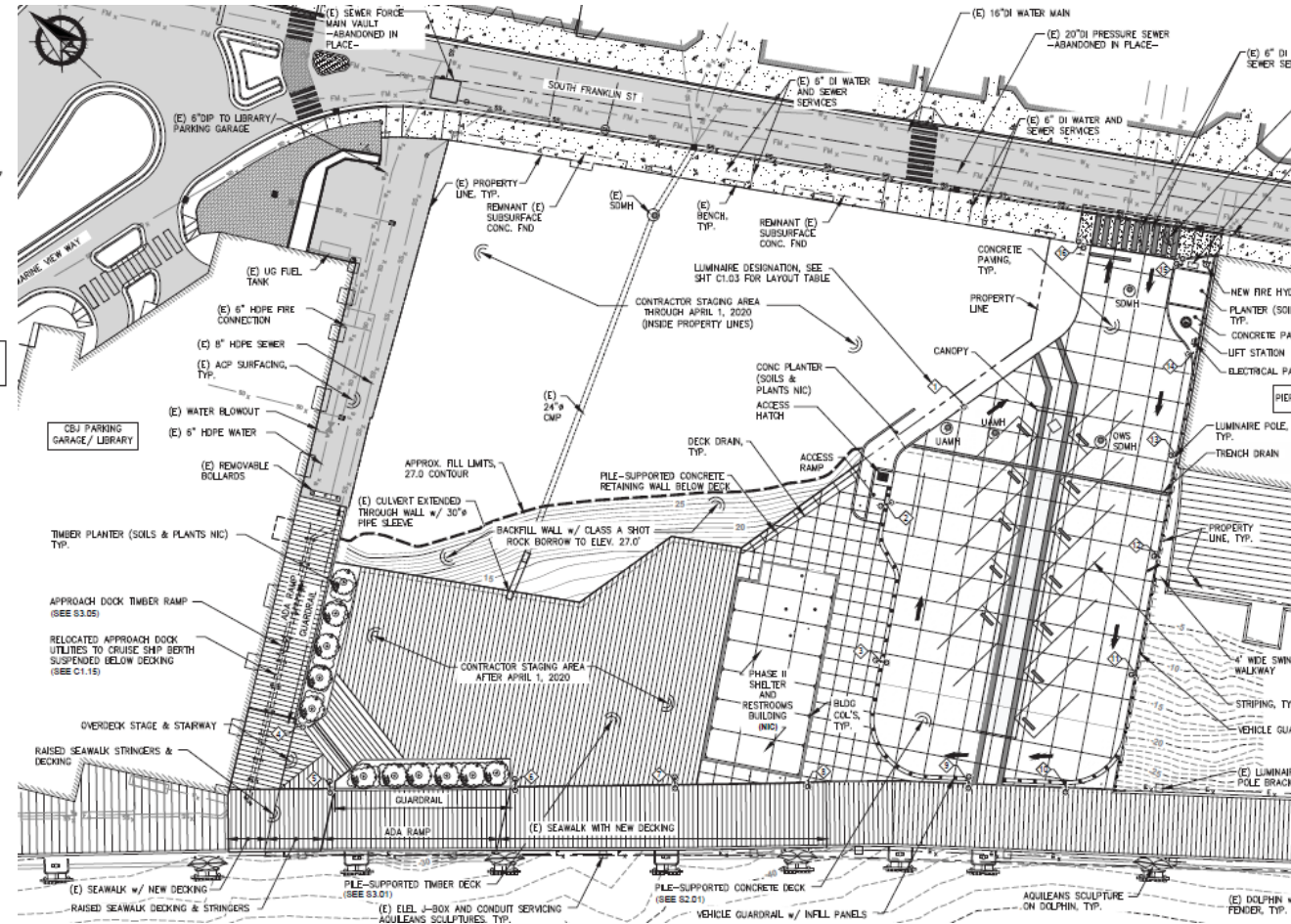
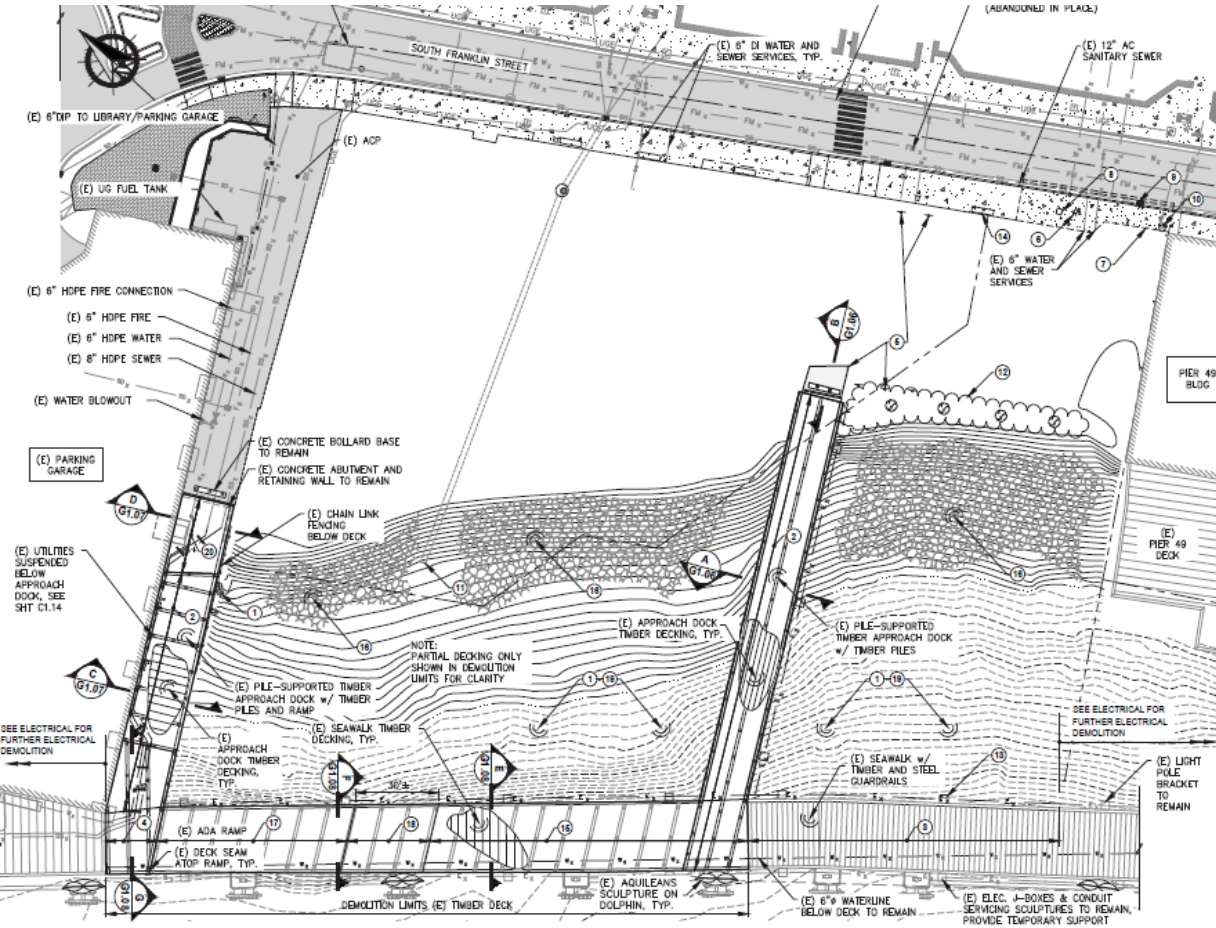
- Land Transfer / Lot Consolidation
- Material Procurement
- Deckover Construction – Phase I

Remaining Work:

- Restroom / Covered Waiting Area
- Landscaping Improvements / Outdoor amenities
- Lone Sailor Statue
- Covered walkway in parking lot
- Electric Bus Charging Infrastructure



Downtown Waterfront Improvements Phase I Overview



**BEFORE
CONSTRUCTION**

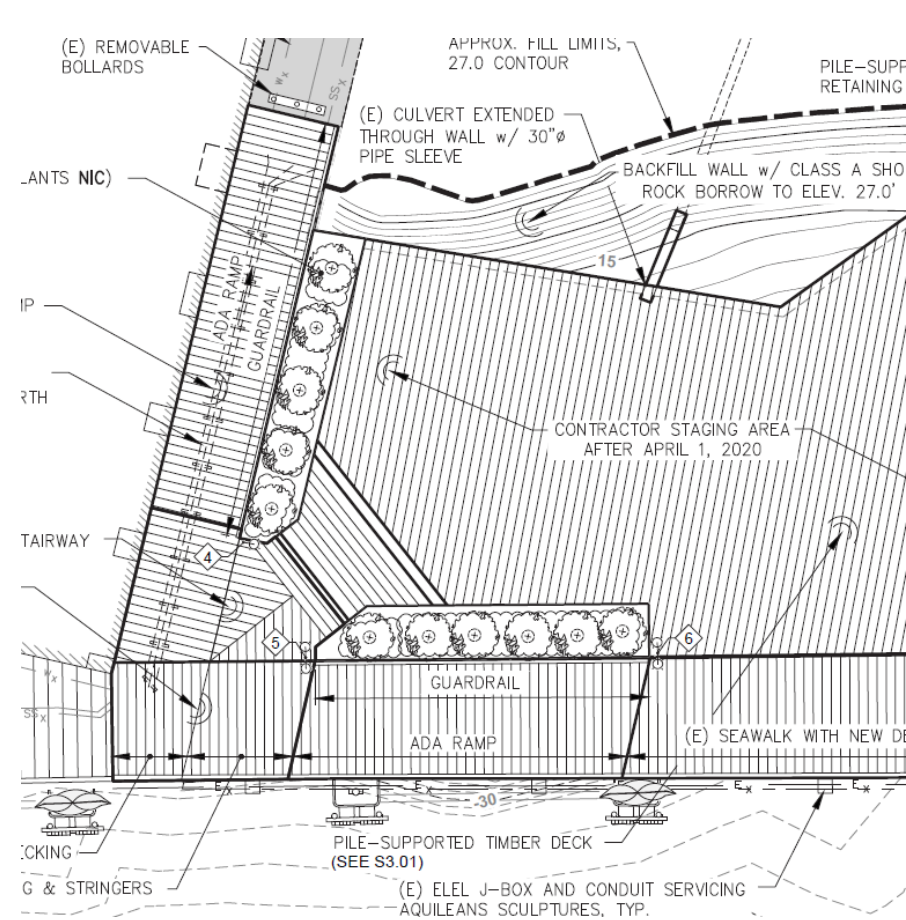
City and Borough of Juneau



PHASE I - AS DESIGNED

Docks and Harbors

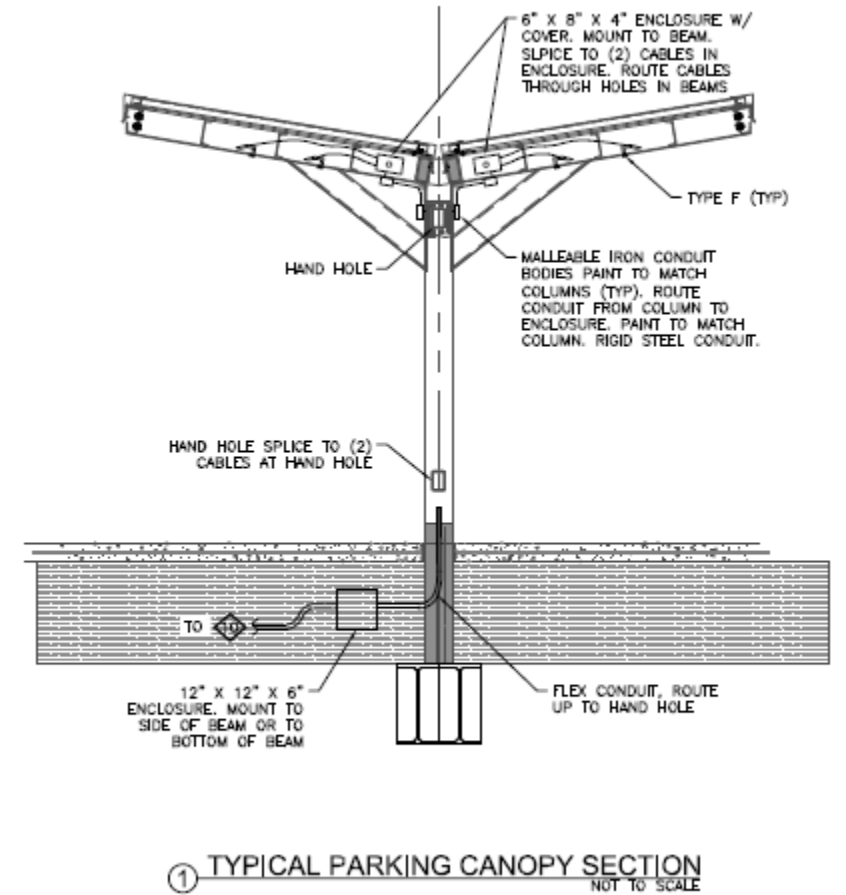
Downtown Waterfront Improvements Phase I – Elements Excluded



**RAISED STAGE + PLANTER
BOXES**



RESTROOM FOUNDATION

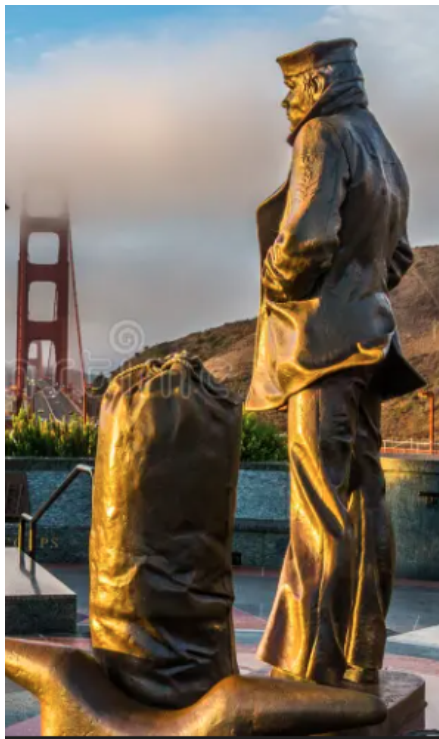


**① TYPICAL PARKING CANOPY SECTION
NOT TO SCALE**

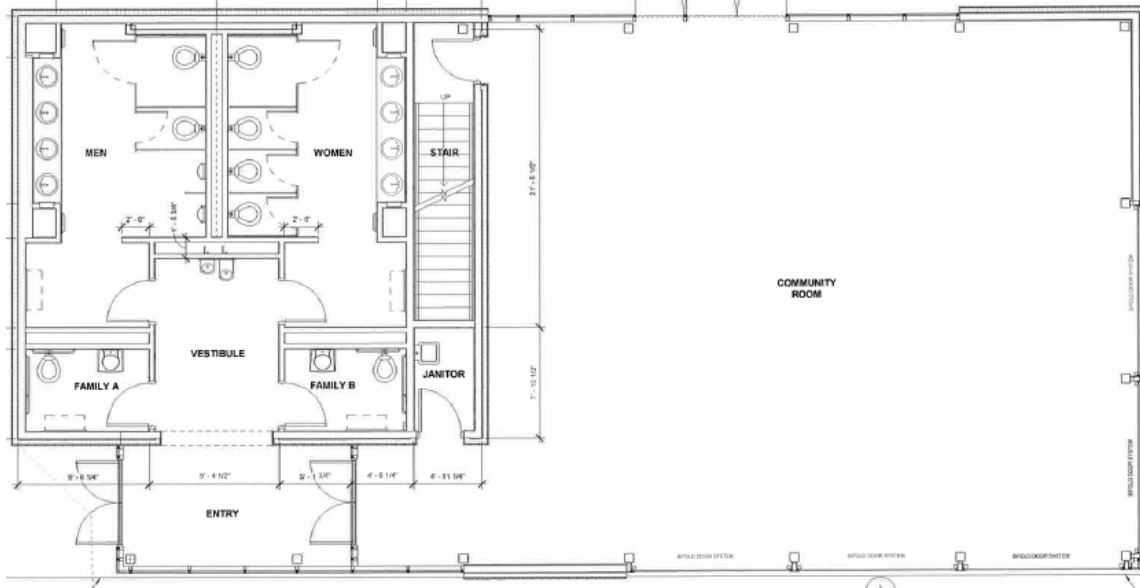
Downtown Waterfront Improvements Phase II – 2018 Landscaping + Lone Sailor Statue



Moveable planters with seating



Downtown Waterfront Improvements Phase II – 2018 Restroom Plan



Downtown Waterfront Improvements Phase II – 2018 Restroom Concepts



Downtown Waterfront Improvements Phase II – 2018 Restroom Concepts



Downtown Waterfront Improvements Phase II – 2018 Restroom Concepts

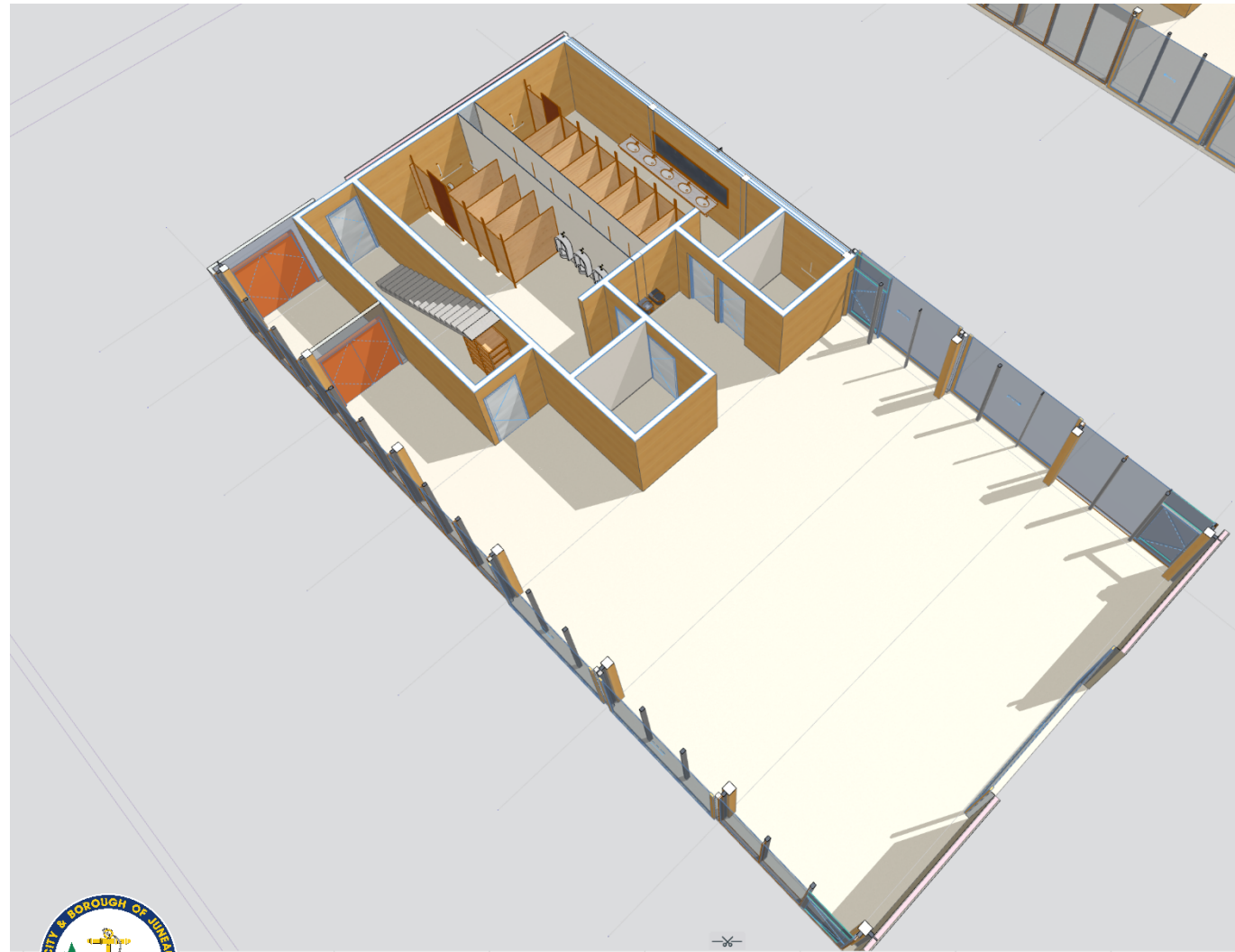


Downtown Waterfront Improvements

Phase II – Next Steps

Next Steps:

- CBJ Planning Commission currently reviewing development on adjacent property.
- Meeting with Assembly to resolve conflict with proposed City Museum.
- Marine Passenger Fund Request has been submitted for \$3.5M for restroom building and covered shelter.
- Engineer/Architect Team has been given limited notice to proceed to restart the design work, starting with re-scoping based on current understanding of needs and concept preparation.
- Public Meeting planned to gauge local support and needs.
- Establish project scope based on public feedback and funding.



Dec 27–31 Snow Event – After-Action Package

1. Executive Hot Wash Summary

Event Window: Dec 27–30, 2025 (snowfall), Dec 31 recovery day

Total Snowfall: ~40–60 inches over four days, peak rates ~1 in/hr

Operational Shift: Maintenance snow removal → Full emergency response (morning of Dec 29)

Impacts

- **Vessels:** 10 vessels fully sank; all refloated except *FV Julianne* (58’).
- **Federalization:** 3 vessels federalized for pollution mitigation.
- **Infrastructure:**
 - **H Float:** Structural damage beyond finger floats.
 - **E Float:** Minor damage only (tub/end areas).
- **Staffing:** Sustained 24-hour response with fatigue management challenges.

Core Assessment

Despite unprecedented duration and intensity, the department performed exceptionally under cascading failures. Once vessel sinkings began, emergency response demands necessarily diverted staff and equipment, creating unavoidable backlog in snow maintenance. This was not a planning failure but a capacity inflection point.

Overall performance estimate: **98% effective**, with remaining gaps clearly identifiable and correctable.

2. What Worked Well

A. Communication

- Real-time internal communication between field, admin, and leadership.
- Strong outward messaging via Facebook, SMS, and direct calls to patrons.
- Messaging fostered **shared responsibility**, not entitlement.

B. Asset & Equipment Collaboration

- Rapid cross-department equipment sharing (821 loader, John Deere loader, Bobcat).
- Fleet Services provided exceptional weekend response and troubleshooting.
- Improvised repairs (connectors, terminals) prevented prolonged downtime.

C. Staffing & Emergency Hiring

- Seasonal staff recall (Sean, Sarah, Kelly) provided immediate relief.
- Emergency hire program proved fast, flexible, and cost-effective.
- Admin staff absorbed call volume, freeing field crews.

D. Incident Command (ICS in Practice)

- Functional ICS roles emerged organically:
 - Operations: Field response
 - Logistics: Purchasing, rentals, staffing
 - Planning: Prioritization and sequencing
 - PIO: Public messaging
- Demonstrated value of ICS principles even without formal declaration.

E. Community Response

- Patrons actively shoveled, checked neighbors' boats, shared resources.
 - Direct staff engagement built morale and compliance.
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3. What Could Be Improved (Lessons Learned)

A. Early Trigger Point

- Initial forecasts underestimated duration.
- Emergency posture needed earlier (Sun/Mon pivot).

B. Equipment Fragility

- Over-reliance on a single critical loader.
- Float switches failed repeatedly.
- Insufficient chains, straps, and traction aids in trucks.

C. Gear Management During Incidents

- Emergency gear scattered and intermixed with maintenance gear.
- No standardized pump kits.
- Equipment left deployed overnight without tracking.

D. Incident Scene Command

- Incident Commander not always clearly designated.
- Command attempted from inside vessels.
- No dedicated safety observer during some responses.

E. Infrastructure Failure Points

- Aurora “C” Shed exterior sliding door unusable under snow.
 - Douglas Harbor North gangway float undersized and mission-critical.
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4. “Never Again” Items (Hard Fixes)

1. Aurora “C” Shed Door

- Replace exterior sliding door with interior-mounted sliding or hinged access.

2. Douglas Harbor North Gangway

- Install heated mats beneath gangway canvas.
- Prevent float submergence and electrical failure cascade.

3. Emergency Pump Systems

- Eliminate pumps without reliable float control.
 - Adopt inline float switch adapters as standard.
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5. Action Items Matrix

Immediate (0–30 days)

- Standardize emergency pump kits (electric + gas + hoses + floats).
- Color-code and label emergency vs maintenance gear.
- Purchase inline float switches in bulk.
- Install chains/traction kits in all response vehicles.

Short Term (30–90 days)

- Modify Aurora “C” Shed door.
- Procure heated gangway mats (Douglas North).
- Purchase gas-powered tracked carts (one per harbor).
- Add shore-power cord brackets at pedestals.

Long Term (90–180 days)

- Evaluate skid steer w/ bucket & attachments.
 - Acquire additional Honda tracked snowblowers.
 - Develop augmented dock-only snow removal equipment strategy.
 - Establish Harbor “Keeper” assignments.
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6. Capital & Budget Justifications (CIP-Ready)

- **Douglas Gangway Heat Mats:** ~\$4,000 (prevents catastrophic electrical failure).
- **Emergency Pump Standardization:** Low cost, high loss prevention (> \$100k/vessel).

- **Gas Power Carts:** High labor efficiency, injury reduction.
 - **Skid Steer Package:** \$80k–90k justified by expanded float inventory.
 - **Laptops for Admin Surge:** Enables continuity during prolonged events.
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7. Training & Drills

- Incident response drills focused on:
 - Gear deployment
 - Scene command
 - Safety observer roles
 - Reinforce:
 - Life jacket removal inside hulls
 - Dedicated vessel watcher role
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8. Recognition & Acknowledgements

Recommended recognition for: - **Erik Antrim** - **Steve Hamilton** - **Trevon Carlisle** - Pollution response support: Steve Hamilton & Leroy

9. Next-Storm Playbook (Draft Framework)

- Forecast trigger levels (48-hr / 72-hr)
 - Early emergency staffing authorization
 - Equipment staging checklist
 - ICS role pre-assignment
 - Public messaging templates
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10. Closing Statement

This event validated the department’s professionalism, adaptability, and culture. The response prevented significantly greater loss. Identified improvements are practical, affordable, and achievable before the next major event.

This package should serve as the baseline for future winter response planning.