



DOCKS AND HARBORS OPERATIONS MEETING AGENDA

January 29, 2026 at 5:00 PM

Port Office Conference Room/Zoom Webinar

<https://juneau.zoom.us/j/84600348003> or Dial: 1-833-548-0276

Meeting ID: 846 0034 8003

A. CALL TO ORDER

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

C. PORT DIRECTOR REQUESTS FOR AGENDA CHANGES

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

E. SPECIAL ORDER OF BUSINESS : Employee of the Quarter Recognition

F. APPROVAL OF MINUTES

1. December 18th, 2025 Minutes

G. CONSENT AGENDA

A. Public Requests for Consent Agenda Changes

B. Board Member Requests for Consent Agenda Changes

C. Items for Action

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

Presentation by Port Director

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

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

Presentation by Port Director

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

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

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

6. Dock Enterprise Personnel Change Request

Presentation by Port Director

RECOMMENDATION: TO CONVERT A PART-TIME LIMITED HARBOR OFFICER POSITION INTO A BENEFITTED HARBOR OFFICER AS PRESENTED.

MOTION: TO APPROVE THE CONSENT AGENDA AS PRESENT

H. UNFINISHED BUSINESS

7. Property Conveyance of CBJ Owned Land at Seadrome

- a. Presentation by Port Director
- b. Board Questions
- c. Public Comment
- d. Board Discussion/Action

MOTION: TBD

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

- a. Presentation by Port Director
- b. Board Questions
- c. Public Comment
- d. Board Discussion/Action

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

I. NEW BUSINESS

9. FY2027 Docks & Harbors Budget

- a. Presentation by Port Director
- b. Board Questions
- c. Public Comment
- d. Board Discussion/Action

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

10. 2026 CBJ Launch Ramp Permit Donation to American Society of Civil Engineers (ASCE)

- a. Presentation by Port Director
- b. Board Questions
- c. Public Comment
- d. Board Discussion/Action

MOTION: TO APPROVE A DONATION OF A CBJ LAUNCH RAMP PERMIT TO THE AMERICAN SOCIETY OF CIVIL ENGINEERS FOR THEIR ANNUAL ENGINEERS WEEK BANQUET.

11. Docks & Harbors Board Vacancy in Accordance with [85.02.030](#)

- a. Presentation by Port Director
- b. Board Questions
- c. Public Comment
- d. Board Discussion/Action

MOTION: FOR THE BOARD CHAIR TO NOTIFY THE CBJ CLERK THAT MR. HORCHOVER HAS FAILED TO ATTEND THREE CONSECUTIVE REGULAR BOARD MEETINGS THEREBY VACATING HIS APPOINTED POSITION.

J. ITEMS FOR INFORMATION/DISCUSSION : NONE

12. North Douglas Launch Ramp Improvements - Update

- a. Presentation by Port Director
- b. Public Comment
- c. Board Discussion

13. Harbors Enterprise Snow Response - December 2025/January 2026

- a. Harbormaster Presentation
- b. Board Discussion/Public Comment

K. STAFF, COMMITTEE, AND MEMBER REPORTS

14. Assembly Liaison Report

15. Visitor Industry Task Force Liaison Report

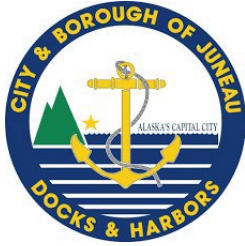
16. Harbormaster Report

17. Port Engineer Report

18. Port Director Report

L. COMMITTEE ADMINISTRATIVE MATTERS

M. ADJOURNMENT



DOCKS AND HARBORS BOARD MEETING MINUTES

December 18, 2025 at 5:00 PM

Port Office Conference Room/Zoom Webinar

A. CALL TO ORDER

- B. ROLL CALL:** Clayton Hamilton (at 5:05 pm), Matt Leither, Nick Orr, Mark Ridgway, Annette Smith, and Shem Sooter.

Absent: James Becker, Tyler Emerson and Robert Horchover.

Also in attendance: Carl Uchytel-Port Director, Leah Narum-Administrative Officer, Matt Creswell-Harbormaster, Matthew Sill-Port Engineer, Emily Wright- City Attorney, Steve Sahlender-VP of Alaska Operations – Goldbelt, Inc, and Maureen Hall- Assembly Liaison.

C. PORT DIRECTOR REQUESTS FOR AGENDA CHANGES

Mr. Uchytel asked to pull item 4 under the consent agenda, which is the FY27 Marine Passenger Fees Request

MR. RIDGWAY MADE AN MOTION TO ACCEPT THE AGENDA AS AMENDED AND ASKED FOR UNANIMOUS CONSENT.

D. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS- None

E. APPROVAL OF MINUTES

- a. **November 14, 2025, Board Retreat** – Minutes approved unanimously.
- b. **November 19, 2025, Regular Meeting** – Minutes approved unanimously.

F. CONSENT AGENDA

Marine Exchange of Alaska - Channel Drive Lease & Development Approval

Recommendation: To approve Marine Exchange of Alaska Request for New Development at 2601 Channel Drive and to Amend the Lease to include use which is appropriate for the intended operations by the Marine Exchange.

MS. SMITH MOVED THAT THE BOARD APPROVE THE CONSENT AGENDA AS AMENDED

Motion passed unanimously.

G. NEW BUSINESS

FY27 Marine Passenger Fee (MPF) Request

Port Engineer – Mr. Sill presented on page 45, the Taku Dock Seawalk Replacement was added to the FY27 Marine Passenger Fee Request. He asked the Board to recall the area

down by the Fisherman's Memorial between the Taku Smokeries or Twisted Fish Building. That area has settled and there was a project in 2023 to raise the deck up and put fill underneath. Efforts that were put into that have now failed and settlement has continued. Docks and Harbors maintain that portion of the timber deck and it is a constant tripping hazard. We are recommending that we pull up the timber deck that it is sitting on and install a pile-supported sea walk structure, which should solve the settlement issues. We've estimated it to be a \$3 million dollar project. This summer there was a cruise ship passenger that tripped and injured themselves and there's a claim before the city so it's an ongoing issue that we need to address.

a. Board Questions:

Mr. Ridgway asked how high of a priority this was.

Mr. Sill said that port projects are different than prioritizing harbor projects because there's a reliable funding stream for it from the Marine Passenger Fees. It's a high maintenance issue for the port.

Mr. Sooter asked if we have had any discussion with the Tourism Director, Ms. Pierce.

Mr. Sill said he met with Ms. Pierce about 2 hours ago and discussed the project. We have been talking about this project for several years and it's understood to be an important project and there is money coming in for these types of maintenance projects.

Mr. Hamilton joined the Board and was briefed on the discussion.

Ms. Smith asked where Docks and Harbors at placing this on the list of priorities.

Mr. Sill said that is a high maintenance priority and it is likely to be funded.

b. Public Comment- None

c. Board Discussion/Action-None

MR. RIDGWAY MADE THE MOTION TO APPROVE THE FY27 MARINE PASSENGER FEE REQUEST FEE REQUEST AS PRESENTED IN THE AGENDA AND ASKED FOR UNANIMOUS CONSENT.

Motion passed unanimously.

H. UNFINISHED BUSINESS

1. Property Conveyance of CBJ owned land at Seadrome

a. Presentation by Port Director

Mr. Uchtyl said last week at the Operations and the Planning Committee Meeting there was a motion to consult with the Law Department to whether the Board could go into executive session. City Attorney Emily Wright, via Zoom, answered that question that it is not appropriate for the Board to go into executive session for the purpose of discussing the appropriate value of the CBJ owned land.

Mr. Sooter said he was comfortable with that, and no other Board members wished to speak with Ms. Wright.

Mr. Uchtyl said representatives from Goldbelt are here to ask the Board for the sale of CBJ land.

Mr. Sahlender presented that last week they talked about the fair market value for the CBJ land to build a better facility and enhance the waterfront property. They are still willing to pay the appraised value of the land.

b. Board Questions

Mr. Uchtyl said that in the package we have the original 2022 Goldbelt there's the document, page 59, that discussed the square foot per square foot conveyance. A Board member had asked him was there another iteration where the Board was talking about a conveyance of properties and a dollar amount. He was wondering if Mr. Sahlender knew if there was a proposal for a land swap plus a dollar amount for not the entire 15,000 square feet.

Mr. Sahlender asked if he was addressing property on West Douglas or Echo Cove in a land swap with the Seadrome property.

Mr. Uchtyl said that he meant the iteration between square foot for square foot swap or to sell everything to Seadrome.

Mr. Sahlender responded that Goldbelt had moved from the swap to the purchase some time ago, but he didn't have a date. The land swap was for the property that is abutting the NOAA facility, now the Coast Guard facility and then allowing Goldbelt the property we call the volcano because of land setbacks or building setbacks. He said that if they were to extend the building, they would still have setbacks based off the CBJ property that is dead center of their property which is a horseshoe around that property. It wasn't beneficial to them to not acquire CX3A and CX3B. They would have to see what those setbacks are plus the parking requirements and 10% of green space. Because of the setbacks it doesn't mean Goldbelt won't need to have additional requirements to build. It makes the most sense for Goldbelt to buy the property at the higher value of \$630,000, opposed to the \$590,000 on the second appraisal. He reiterated that without ample ownership of the property it inhibits them and their ability to build.

Mr. Ridgway said that there was the 2022 land swap that Goldbelt had presented on page 90 of the packet at the Ops Planning Meeting. The impression he got was that if we looked at the right side for a land swap, that Goldbelt could still move forward with their plans. He asked if Goldbelt and CBJ did the land swap and consolidated their lots, so that Docks and Harbors had their waterfront and road access that they had the land to pursue their project.

Mr. Sahlender believed so, however, there would be a few things that they would have to look at like long-term leasing, to meet CBJ requirements like the 35-year lease set up at the Tram. He said yes, though they would have to make sure the lease would be a priority. He would have to present this old option to his Board as well. He said he preferred this option to not having an option at all. It allows for Goldbelt's building setbacks, green space and parking which is like what's here now.

Mr. Sooter asked if Goldbelt would need to lease that CBJ property from Docks and Harbors to satisfy all the building requirements.

Mr. Sahlender said he believed yes due to the parking requirements and the size and occupancy of the building but that would be a conversation with the planning department as that was not his area of expertise.

Mr. Leither said that he believed the reason why this proposed exchange had failed in the past was because to make the finances work, Goldbelt owned more uplands and CBJ owned more tidelands that we are responsible for. CBJ would have had to make the difference out of our own funds for the land swap and that was not palatable to the Board at the time.

Mr. Sahlender said as he remembered it, he thought that Goldbelt and CBJ were doing a price per price exchange and the price was something like \$63 dollars per square foot. He thought neither side would balk at that.

Mr. Leither said that he thought it was in the range of \$100,000 to \$200,000. For purposes of discussion, he wondered whether Goldbelt might be considered on page 90.

Mr. Sahlender said to look at the Horan appraisal, the Board and Goldbelt didn't want each entity to pay. He said he thought the Board had expressed that they didn't want anything to come out of Docks and Harbor's pocket unless the payment came from Goldbelt.

Mr. Ridgway said that he thought that idea had been pitched to Goldbelt and that they felt that that was an impossible selling point. He said he did not want to give Mr. Sahlender a proposal that would be impossible to sell to the Goldbelt Board.

Mr. Sahlender said he believed it would be amenable to the Board. He thought their biggest concern would be the setbacks and it would not be economical to build a smaller building than they currently have planned. He said their first choice is to purchase, as it would be a cleaner

deal and they would end up paying property taxes for the property anyway and there is some revenue generated from that sale, but not in the form of a lease. He said it's more comfortable for them to building owning outright the property than going through and redoing a 35-year lease like they do with the Tram property.

Mr. Sooter said Goldbelt pays sale tax. He asked if they got a better interest rate if they owned than versus leasing the land.

Mr. Sahlender said that it would be a smoother transaction. He said it's easier to invest in a better parking lot than the dirt, and gravel.

Mr. Orr said that he was looking at page 89, to meet CBJ requirements, then you would need to have a bigger parking lot.

Mr. Uchytel said he wanted to make sure that he understood that on page 89, the green part looks like it's a lot of property under Docks and Harbor's control. He thought we would end up with more like what was on page 91 where Docks and Harbors would get the yellow portion.

Mr. Leither said that it was his question that what was defined on page 90 would have generated a payment to Goldbelt. The Board didn't like that option so that option so then it was suggested that we would get the land defined on page 91 which looks like a corner, Lot 2, has been cut off.

Mr. Sill said that the drawing on page 90 is a square foot for square foot swap, whereas the drawing on page 91 is a value-for-value swap and an equal land trade. On page 106 it may be a bit clearer and is an equal land swap.

Mr. Sill said what is shown on page 90 is a pre-appraisal concept and after an appraiser was engaged, they pointed out the submerged lands were assessed at 40% the value of drylands. The appraiser came up with the drawings on page 91 and he came up with the drawings on page 106.

c. Public Comment-None

d. Board Discussion/Action-

MS. SMITH MADE A MOTION THAT THE BOARD ACCEPT THE STRAIGHT SQUARE-FOOT FOR SQUARE-FOOT AS LAID OUT ON PAGE 90 LAND EXCHANGE CONFIGURATION WITH NEGOTIATION RIGHTS TO LEASE THE DOCKS AND HARBOR SPACE AND ASKED FOR UNANIMOUS CONSENT.

Mr. Uchytel cautioned the Board that the proposed values were based on an appraisal done in 2022.

Mr. Leither asked if he was suggesting we do another appraisal.

Mr. Uchytel said that it would be his recommendation and Department of Law is online if the Board wishes to hear from someone else.

Mr. Hamilton asked if Ms. Smith was proposing that this is no longer a discussion that we're moving forward with the values of the square footage.

Ms. Smith said that she is proposing that they move forward with the land swap.

Mr. Ridgway said that he wanted to follow up with Mr. Leither's question to Mr. Uchytel. He asked if the motion was to offer the land swap on page 89 to Goldbelt and that was the offer.

Mr. Uchytel said that you could offer that proposal to Goldbelt but he's not sure they are going to accept it. It's appropriate in open meetings to say this is our offer, Mr. Sahlender can send it to Goldbelt, he can respond on behalf of Goldbelt or he could take it back to his Board for a future Board meeting. The proposal is favorable to Docks and Harbors so he thought they would need an appraisal within 90 days of a land action. February 2025 was not sufficient for acting and thought the Horan appraisal that was from 2022 would require an update to move the proposal forward. He said it would not be improper to make that offer to Goldbelt today and he would work with Goldbelt to revise the plan at future Board meetings.

Mr. Ridgway said that if he heard Mr. Uchytel correctly, for the potential purchase the Horan appraisal does work if the Board would like to move forward, but it does not work if we want to do a land swap.

Mr. Uchytel said that the CBJ code says that for lease, purchase or sale, has got to be at fair market value, and within 90 days. We never meet that code as it's such a stringent requirement and by the time it goes through all the bodies for approval. He thought we should not be relying on an appraisal that was 3 ½ years old.

Mr. Orr said that he would be uncomfortable voting on the motion, with the Board not knowing what their lease revenue would be based on what CBJ is making now.

Ms. Smith said we would need to get an appraisal anyway for negotiating the lease and asked if something could be added to the motion to make it move forward. She said it sounds redundant but if someone wanted to make an amendment, she would be happy with that.

Mr. Ridgway said the amount of revenue that he heard from Goldbelt was high compared to what Mr. Uchytel had mentioned. He asked what amount of revenue we get off the property.

Mr. Uchytel said that the revenue we get is based on page 73 of 129. The blue portion is leased to Goldbelt and most of the square footage is the Seadrome float. He asked Ms. Narum to look up the amount.

Mr. Leither asked Mr. Sill to speak about the land swap design on page 106 versus the one on page 90, and why he felt it would be more advantageous from a Harbor perspective. He asked why CBJ retained some of the tidelands.

Mr. Sill responded that what is on page 90 is a drawing prepared by Goldbelt, which shows the square foot per square foot trade. After the Board met with the appraiser, the Board was told that that's not equal value. What's on page 106 is an equal value swap. CBJ would retain the piece where the oil tank is sitting. In one discussion with Goldbelt at the time it was, what if we wanted to build something in this area. It was important for us to have shoreline access.

That was the genesis behind CBJ retaining this area with shore access and allowing Goldbelt to build their proposed building.

Mr. Sahlender said we went through 3 options. One was the drawing of Mr. Sill's on page 106, another is the drawing on page 90, if Docks and Harbors didn't require a shoreline. The last option was that Docks and Harbors wanted a shoreline, which is page 90 which would allow Goldbelt to build on offsets. On page 106, it doesn't allow those offsets to build a bigger building and go out to the tidelands. Though page 90 is not 100% accurate it would allow for what Goldbelt originally proposed which was building to property line based off tidelands. On page 106, there is a light blue area that CBJ would retain. That area swaps a portion of the tideland property, but CBJ maintains the same values of square footage since it's upland and therefore the same value.

Ms. Smith said on page 106, one of the issues in the past the little thin piece coming down into the lot was small. On the equal land square foot-per-square foot swap, the Board was clear that Goldbelt understood that the land they purchased would be merged would be substantially greater than the financial piece of it. She said that the Board wanted more of a dollar value and by doing the square foot-by-square-foot swap they are getting that.

Mr. Uchytel referred to page 73, which indicates the blue portion that CBJ leases to Goldbelt. He asked if the lease agreement totaled about \$61,000 a year.

Ms. Narum said that it is correct, a lease with CP Marine, which is Goldbelt.

Mr. Leither asked Mr. Orr if he could help the Board understand whether a trade like this has less potential in a lease agreement.

Mr. Orr said looking at page 107, if CBJ still retains the blue portion, it will probably increase our revenue, especially if we retain access to the waterfront. If Horan comes back with an appraisal and we sell the land, then the land and revenue will be gone forever. He said we can't develop as it is. He said if Goldbelt comes up with a lease agreement allowing them access to parking then CBJ will have present value based on the current interest rates.

Mr. Hamilton said his concern was losing waterfront access and Goldbelt's proven to be a decent partner and they are ready to build. He thought that this may be a responsible compromise where we might gain a little value with the ongoing revenue from a lease for parking, but he has some reservations.

Mr. Ridgway said his understanding of the motion is that the Board offer a land swap, as shown on page 89, to Goldbelt and then we see what will happen next. He said he would like to leave tonight to give Goldbelt something to move forward with as they have shown CBJ a lot of patience. He said he would like to know what kind of income it would be from the lease, but we don't know that amount.

Mr. Orr said that he doesn't have any problem selling land, but he heard other Board members were hesitant to agree to sell waterfront property. He said his objection was not the project, but it was the price. He said if we sell, we will probably get more lease income, but it will be based on Horan and what we are getting now. His objective was, are we getting more value for the property.

Mr. Leither said that if the option sells for \$630,000 versus making potentially \$61,000 a year, then we would make that amount back in 10 years. He thought that was a reasonable option to keep the lease.

Mr. Orr said that his understanding was we keep the lease on the dock which would continue to be \$60,000 but they got to build their building. He wanted to know what was in it for CBJ.

Mr. Ridgway said the issues that he has heard of and he wanted to summarize them. The lots we currently own don't have road access. The proposed land swap would allow for a consolidated lot and road access. The other issue is that we don't have plans for the existing property, but we don't need plans for it because we make \$60,000 by leasing it. That is the way CBJ generally uses most of the property that we manage, and he sees the value in that. He does see the land swap as something that Goldbelt can move forward with and that is not going to affect us too much.

Ms. Smith said that she wanted to understand his concern. She referred to page 88, the blue area that is leased to Goldbelt. His concern is that if we do the land swap, we will lose the area in blue.

Mr. Orr said that we would retain some of the land that is part of the tideline lease. He said he thought we would come out ahead or about the same.

Mr. Sooter said he hoped the Board could come with something to direct staff to negotiate with Goldbelt and they could leave to go back to their Board with a proposal. Goldbelt could then come back some numbers and drawings.

Ms. Smith said that she would willing to accept amendments to the motion.

Mr. Ridgway said what he thought, Mr. Orr was saying was he wanted to make sure the motion talked about a lease agreement or losing the property. The motion made is to make us an offer to split the properties.

Mr. Leither said he agreed but he also doesn't want Goldbelt to come back without a decision. There must be some weight behind the Board's decision, otherwise what's the point in negotiating this. He didn't want Goldbelt to come out the meeting and say they're negotiating this when it comes back to the board and they might have completely changed their minds. He felt that they should have some sort of agreement in place with Goldbelt.

Mr. Hamilton said Boards don't work very well.

Ms. Smith said there were, in the motion, negotiation rights to lease.

Mr. Uchytel offered suggestions for a motion to direct staff to negotiate with leadership of Goldbelt a square-foot-per-square-foot land swap.

MR. RIDGWAY ASKED FOR AN AMENDMENT TO THE MOTION THAT THE BOARD DIRECT STAFF TO NEGOTIATE WITH GOLDBELT LEADERSHIP TO NEGOTIATE THE STRAIGHT SQUARE-FOOT FOR SQUARE-FOOT AS LAID OUT ON PAGE 89 OF THE PACKAGE AND ASKED FOR UNANIMOUS CONSENT.

2. Re-solicitation: Application for Aurora Harbor Boat Shelter Space AG22/23

- a. Presentation by Port Director

Mr. Uchytel presented, the last two pages of the packet, page 128-129, that in January of 2023 we had a lot of snow and lost a boat shelter at Aurora Harbor (AG22/23). The boat shelter owner walked away from that shelter. Docks and Harbors went through the process of looking for a fair public process for finding a new patron to build a boat shelter. The application on page 128 was what staff came up with last February. A few days ago, the successful bidder, bid \$1,225 to rebuild it by January of 2026. He has notified Docks and Harbors that due to some health concerns, he's unable to meet that requirement and his original bid stays in our bank. As of Monday, we will be starting the bid process over again. He asked the Board to keep the boat shelter space open and whether they want to have the same process as a year ago or are there other ideas the Board would like to see.

b. Board Questions:

Ms. Smith asked whether there was any second bidder.

Mr. Uchytel said there was just one bidder.

Mr. Orr asked about paragraph f, on the application process, the "Boat Shelter applicant must retain ownership of the shelter at least half the Boat Shelter through January 2031." He wanted to know why that is in the process.

Mr. Uchytel said that it was set up so someone couldn't build it and sell it. He said the Board approved the items last year now that he thought about it, there was nothing wrong with having a commercial operation come in and build the shelter and then selling it on the open market. The application process was written so that whoever built it could use it or at least half of the boat shelter.

Mr. Orr said that he appreciated that but since there was only one bidder, and we want to get a boat house built, we should look at some of the language.

Mr. Uchytel said within the last couple of days they have had somebody say that they're interested.

Ms. Smith asked if there was a commercial area where fishermen can sell their products.

Mr. Uchytel said that there is a commercial area between the approach docks at Harris Harbor, which is as close as possible to foot traffic use.

Mr. Leither asked if the trimaran or catamaran that used to live in the harbor used there? Also, could Mr. Uchytel tell the Board about the differences in revenue between a stall and a boat shelter.

Mr. Uchytel said that people in the boat shelter pay for a linear foot, like a square foot surcharge to Docks and Harbors. He said he thought it was 15 cents a square foot surcharge and then they pay property tax as well.

Mr. Creswell added that they are charged for the moorage is either the length of the boat shelter or length of the boat whichever is greater. In addition, there is an overwater property tax and the surcharge for square footage. There are 3 different fees people pay for a boat shelter.

Mr. Leither asked for a 40-foot boat, would they pay for the same linear foot for a normal slip as a boat shelter.

Mr. Uchytel said that they would pay the same linear foot fee whether they were at a boat shelter or on a normal slip. On top of that they're paying the 15-cent surcharge for however long the boat shelter is. Following up with Mr. Leither he said that the catamaran is still there and it's a good place for the catamaran however, Docks and Harbors is losing revenue on it. They will probably move along the head walk because that's the only place that they will fit.

Ms. Smith asked if it would be appropriate to ask the person who has expressed interest whether they would be interested in taking it over building the boat shelter.

Mr. Uchytel said that he wanted to make sure it was a fair process. When bids were requested in the past, there was a \$500 minimum bid. He said they were looking for direction on how the Board wants to proceed.

Ms. Smith asked if the interested party could go directly to the person who had it.

Mr. Uchytel said that he would have to amend the original agreement because it said that the boat shelter had to be in place by February 2026. He said it was unlikely that the interested party could have a boat shelter built by next February.

Mr. Ridgway said he did own a boat house, and he said it was about \$180 a month for his boat, which is about a fifth to a quarter more than what he'd pay for a slip. He said it was a reasonable fee, and he would like to move forward to give Mr. Uchytel some directions.

c. Public Comment-None

d. Board Discussion/Action

MR. RIDGEWAY MADE THE MOTION TO RE-SOLICIT APPLICATIONS FOR RIGHT TO MAINTAIN BOAT SHELTER AG22/23 AND ASKED FOR UNANIMOUS CONSENT.

Motion passed unanimously.

I. ITEMS FOR INFORMATION/DISCUSSION

3. Community Development Department (CDD) Invitation for Board Participation in the Comprehensive Plan

a. Presentation by Port Director

Mr. Uchytel said that the Community Development Department is looking to redo the comprehensive plan. The comprehensive plan was last adopted in 2013 and drives all land decisions. It's an important document that the Assembly would like a Board member to participate in the future development of our community. The 2013 comprehensive plan didn't advance Docks and Harbor's vision, but the Assembly would like someone who would participate and create a vision for what areas of town would be developed first. He said he would send out a link to the Board so that they can look at it and urged members to participate if they could.

a. Board Discussion/Public Comment

Ms. Smith said she was interested in attending the Douglas planning meeting if Mr. Uchytel would resend the time and date to her.

Mr. Ridgway asked if the comprehensive plan would move Docks and Harbors plans forward.

Mr. Uchytel said that it doesn't hurt to attend. The comprehensive plan is usually a huge document. It's a visionary document that advances all the communities' needs, so they are looking for good participation.

Mr. Hamilton asked if this was an open process and that Board members could participate or was this a formal request for participation.

Mr. Uchytel said they were not looking for a liaison, rather they are looking for a Board member to be involved.

b. Board Discussion/Public Comment-

Ms. Hall said that she pulled up the web page and said that there is registration for the next round of Juneau Futures Public Workshops and it was described as an interactive workshop where participants step in to the role of a city planner. There will be one at the Valley Public Library, January 8, 2026, at the Douglas Library on the 12th and on January 22nd at the Generation Southeast Family Learning Center. It says on the website that space is limited so for people to register.

Mr. Uchytel said that it is a multi-year plan so that it's to bring people together to reinvest in different areas of Juneau. They do control who's participating in these types of plans and the workshops are one phase of a multi-phase process to update the comprehensive plan.

4. Review of Docks & Harbors Previous Marine Services Planning Efforts

a. Presentation by Port Engineer

Mr. Sill said that there was a request for a Marine Services facilities presentation. He pulled many studies on the topic to present. He broke these up into formal studies which produce documents that can generate informal discussions and talked to owners to see if they had any plans for the future of that property. In 1988, the fisherman's terminal was built in collaboration between CBJ and was at the time, University of Alaska Juneau. In 2006, Trick-Nyman-Hayes consultant was working on some designs for Aurora Harbor, and they presented a master plan for the fisheries terminal area which included some expansion. There was an RFP put out for a formal analysis of different marine services facilities. The two main concepts that were presented in 2007. These were the University of Alaska boatyard expansion and a Norway Point boat yard. Trick-Nyman-Hayes was purchased by URS and there was a second phase of the project in 2011 which looked at two additional sites for marine facilities, one at the Auke Bay loading facility and another at Statter Harbor Boatyard. Auke Bay loading facility would go on to what it is today. We had built the facility, but it was essentially an empty parking lot, so it became a working loading facility. The Statter Boat Harbor was an attempt to replace the old, but that plan didn't go anywhere and so we expanded the Passenger for Hire facility in space instead. In 2017, we asked PND to look at the possibility of putting together a Marine Service Center at the Little Rock Dump and to put together the Downtown Harbor Upland Master Plan which showed a polished boatyard at Norway Point. Essentially the plan took out the boatyard at the University which expanded the crane dock and then there were additional services for the fishing industry, but it removed the boatyard aspect of it. Docks and Harbors also have some property down by the Thane Ore House which is flat and somewhat close to the ocean. The Smith Brothers property, which is a barge landing near DIPAC was also discussed but most of that is owned outright and they have plans for that. Each of the slides, in the Marine Services background, were reviewed in the presentation and can be found here: <https://juneau.org/harbors/projects>

b. Board Discussion/Public Comment:

Discussion generated by what type of business entity was the Yacht Club.

Mr. Uchtyl responded that the Yacht club has a long-term (35 or 55 year) lease from us as the building is on our land. The land lease will expire in 2035. He was not sure if they were a 501c (3) and wasn't sure what their incorporation was. They have an agreement with the city as they meet a community need. There is a connection between the Yacht Club and the Youth Sailing Club.

Discussion focused on the Thane Ore House and the lease with Tlingit and Haida for a cultural immersion center.

Mr. Ridgway asked if the AGT Properties sub-lease through Tlingit and Haida went through the Board.

Mr. Uchtyl said he didn't know for certain. He didn't know if sub-leasing the property had to come to the Board for action.

Mr. Sooter asked if we required a permit to sub-lease.

Mr. Uchytal said he would have to look at the lease agreement and said he didn't know.

Mr. Ridgway said he remembered the RFP process for selecting a leaser as they were looking for the best entity to provide a benefit to Juneau. Tlingit and Haida came before the Board with some architectural drawings and after much debate amongst the Board members, then they allowed CCFR to do a practice burn. In the interim they found an oil leak and had to clean that up. He said they spent more money on the property than they have recouped. He said there's a clause in the lease that if the leaser doesn't do anything with the property after a few years, then Docks and Harbors could cancel the lease. The place sits underutilized and he thought it was time for the Board to reconsider the lease with this property.

Mr. Leither asked whether there was waterfront access there at the Thane Ore House Property.

Mr. Sill said the land around it is DNR (Department of Natural Resources) and thought that the city could make an argument for DNR land and request it.

Mr. Ridgway said that he thought the former Board Chair of Docks and Harbors was very interested in the idea of the land and access to the waterfront.

Ms. Smith asked if this property lease and the ability to acquire the rest of the land from DNR should be put on the Ops and Planning Committees Agenda.

Board members thought that should be addressed at the next Board meeting.

Ms. Smith asked if she could get a copy of the power point for future reference.

Mr. Hamilton asked staff to speak about their relationship with the UAS.

Mr. Uchytal said that they have a great relationship with the Chancellor at UAS and the lease goes until 2027. He suspected that the UAS will say that they want to consolidate all their facilities at the Auke Bay campus. They don't have money to move, and they don't like their programs spread out. He didn't think their Anchorage lands division of the University would be able to engage in any decisions regarding their property as they are tasked with generating money on the real estate and investments that the University owns.

Mr. Hamilton asked if Docks and Harbors would be able to get the university to engage in a property discussion to house the new Aurora office with the use of some of the Marine Passenger Fees.

Mr. Sooter said that he thought they could go through the Assembly to get back on Board with a discussion to delegate money for that purpose.

Ms. Smith said there was a lack of trust in dealings in the past with the university.

Mr. Orr asked if the staff had any idea of how much money they would want for the property and whether we could buy it.

Mr. Uchytel said that Horan and Associates appraised the land 5 years ago at \$8.8M for about 8 acres about 5 years back. He said that the independent body, University of Alaska Lands, thinks that the land is valuable and that is their main objective. He said the only suitable purchaser for that land is the city.

Mr. Leither asked he'd like to see the City buy the land but reminded the Board that Goldbelt was just asking to buy our land and the Board wanted the right price. He felt that the Board as well as the University may be doing this out of financial responsibility.

Ms. Smith asked the amount that we are leasing from the university.

Mr. Uchytel responded that for the first 33 years of the lease, starting in 1988, Docks and Harbors paid about \$10,000 a year, and that was because the city fronted \$500,00 for the Egan Library. That was a sweetheart deal that has now expired. We now pay about 9% of \$3 million dollars which is \$240,000 a year, which is the fair market value for the land, but we were able to negotiate that amount to \$100,00 with all the internships and deals with Eaglecrest and extras such as snow removal. The \$100,000 is 4-year extension to the lease.

Ms. Smith said we don't know when the lease was up or what amount the University would be looking to charge for that property. She reminded the Board that this will come up in the next year or two and they should be thinking about that.

Mr. Ridgway said he remembered in 2007 the Board offering to buy the land for \$8 million dollars to the UAS Board of Regents but asked staff what the consequences would be if the city walked away from the lease. He said we need to plan and start talking about the 2027 lease agreement and what the Board can do. He gave compliments to the staff for negotiating the price to \$100,000.

Mr. Hamilton had a follow-up comment that the Board doesn't always address the marine services yard in Juneau. He wanted to know where the Board's values were.

Mr. Uchytel responded that Docks and Harbors has always talked about a marine services yard, but it doesn't seem to be a funding priority.

Mr. Leither asked if they wanted to do a feasibility study on the Thane Ore House property, what would that look like?

Mr. Sill responded he thought it would cost about \$50,000.

Mr. Ridgway asked whether a conversation has taken place with City Land Managers about what other land is available.

Mr. Sill said that we control most of CBJ's water-adjacent lands and there has not been a direct conversation with CBJ lands.

Mr. Sooter said that more discussion would be needed on this in the future.

Ms. Hall said that the University is expanding their programs that they're offering to the high school. They're bringing back the CAN course so she thought that it would be to their advantage with the workforce shortages to have more programs targeted for high school students. She said there was a community-wide need for having it adjacent to a high school, so she asked the Board to keep that in mind.

J. STAFF, COMMITTEE, AND MEMBER REPORTS

Ms. Hall's report:

- Board Retreat was held December 5th, and they are grappling with the new fiscal reality. They're going to be starting a public outreach for input on where they should adjust.
- The Alaska Municipal League Annual Winter Conference was held after their retreat in Anchorage and they had some workshops and met people from around the state.
- Last Monday they had a regular meeting that covered many agenda items.
- December 17th, the Assembly met with the Human Resource Committee and filled 3 new seats on the Planning Commission and had 3 incumbents at Bartlett Hospital and with 2 seats being filled. They have had some good candidates for those forums and there was a good turnaround with Bartlett from one year ago.

Ms. Smith asked about fiscal cuts in the City budget and how they would affect Docks and Harbors projects. Mr. Uchytel said that they are fiscally responsible and are not in the same category as departments in the general fund. Docks and Harbors use an enterprise funding source. Ms. Hall said that they don't know what the loss of food sales particularly will do as they begin to develop the budget. The City has some investments that did well and that helps to cushion the blow in the first year of the budgetary process. The Assembly is taking a moderate approach, and they are hoping to get public input as cuts are made.

Mr. Creswell's report:

- Cold temperatures have dictated the staff's jobs for the past 12 days. The wind had blown much of the snow away and Douglas had been dealing with the heaviest winds. They have had a couple of boats break loose. Staff made constant rounds every 2 hours to keep boats secure. A boat on a trailer in storage in Douglas was whipped by the wind and pushed into two other boats on trailers. Out the road, the snow's too deep and staff are working diligently to keep areas clear. Staff have been working to keep heat traces running so that there is water on the docks for all customers, and primarily those who are liveaboards. There's also been some issues with power receptacles when people are using all their power cords for heat. Downtown is getting windier than Auke Bay and a high wind adviser will be ongoing through next Tuesday.
- Regulation changes – more information will follow by January or February 2026. A lot of it is updating language.
- New Loader in the downtown harbors – the new Volvo arrived. Staff love it as they have got chains on the wheels and they can push. The old loader will go on to public surplus site.

- Public Surplus – there are 4 boats up for auction and those close on January 2nd. These boats are supposed to do a sea trial within 3 days or 72 hours of the sale.
- All Hand Meeting – our monthly meeting was held today and the CBJ culture survey was covered. They also covered lockout tagout training.
- Power cords – 20 & 30- amp marine power cords were ordered. They will be sold at 10% above the cost at Harbor offices. If a transient boat needs power, it's cheaper to get them from the Harbor office than for them to go out and buy one at \$135.
- Christmas party – Saturday, December 21, 2025, at DIPAC.

Discussion focused on whether the Docks and Harbors needed a new boat. Mr. Creswell said that Docks and Harbors have a 32-foot Munson landing craft that is suitable for their needs. That is the boat that they use for going on longer trips like down to Taku Harbor. Staff take it down there 3 times a year to pressure wash and clean and weed whack that area.

Ms. Smith asked if Docks and Harbors do anything to keep boats from sinking. Mr. Creswell said that she perhaps was referring to a Facebook post. The boat referred to has been derelict and requires staff to pump out water and need a lot of work. He said that when a boat is in danger of sinking, the staff go in and do whatever it takes to keep a vessel from sinking. In their regulations, they have the authority to do so. Ms. Smith asked if we charged to take care of boats at risk of sinking. Mr. Creswell said that boat owners are given one grace period and on the second and third, they are charged for staff labor. The fourth time, according to regulations, they declare that the vessel is a nuisance. That gives the customer an opportunity to come forward and say why it's not a nuisance.

Mr. Sill's report:

- Aurora Harbor – all the light poles are up, and the electricians are working hard to get power up. Harri plumbing, the mechanical contractor, will be in after the new year to install the water and fire system.
- Statter Harbor, Phase 3 - the uplands improvement project is shut down for the moment due to weather. There's still a bit of concrete left to pour. There's a small patch job that they have heaters on but if the weather warms up, they will continue pouring and do some railing work.
- Statter Roof Project – is done except for a small punch list. They will need to install a gutter around the outside and there's a few cosmetic things needed to complete that project.
- Taku Harbor, the new gangways are in town and most of the materials for the project are here. That project will be worked on in the spring. There will be some repair details for the Stockade Point Float for replacing the bull rails, which are the main structural components of the floats. There's a beam that runs underneath the tip of the deck and then there's the bull rails and a joint at both locations. That's where the failure is at that pinned joint. Our solution was to replace the bull rails and remove the joint. The contractor will give us a price on the that detail to patch the float.
- Seawalk - met with Tourism Director and PND Engineers today to discuss the sea walk from the Franklin Dock to the Rock Dump. There are some complicated property issues in that area, but the project is moving forward.

- Deputy Engineer – Docks and Harbors has been trying to hire a Deputy Engineer for some time and are in the process of offering that part-time position to an interested engineer. It's a .0.25 position which means they can only work 500 hours.
- Statter Breakwater Drilling – a draft contract was turned over to the Law Department yesterday to do geotechnical work for the drilling project in front of the Statter Harbor Breakwater. This is work that they do to work in kind with the Corp of Army Engineers for \$1.4 million. The project includes drilling 6 holes and collecting all the samples. The Army Corp of Engineers is probably not going to want all 6 holes so it may be less than that, but they already designated the money and Docks and Harbors has the money to match that amount. An RFP has gone out and been awarded. They would like to have the term contractor collect the geotechnical data and have the drillers do the drilling for us.
- Port camera project – internet and power are being investigated for new cameras throughout the port including the Franklin Dock. One million dollars has been designated for that from head taxes.
- Alaska Steamship Dock Inspection – a consultant will be hired to look at the old timber dock and that could be a costly project.
- Fisheries Terminal – working with the university to build ladders as some of them predate 1988 and are in rough shape. The new ladders will go on the dock where there's a knuckle-boom crane.
- Little Rock Dump – secure storage projects are getting underway. A slide showed the plan of a flattened area, a fenced area and putting in some lights. They will be advertising the project, and it will be awarded in early February.

Mr. Uchytel reported:

- Last week he presented a letter and he got some feedback. He sent a letter out to the Board today and asked members to email him with comments and then he will forward that on to the city manager and then to the Assembly.
- North Douglas launch ramp expansion – he's begun the process of working on the launch ramp and drafted a letter to DOT for a right of way, saying that we would like to meet with them to discuss. We would like their cooperation as we discussed from the retreat, and we have this ability to get soil samples done this spring.
- AAHPA – we are working with the Alaska Association of Harbormasters and Port Administrators to raise the cap of future harbor grants so that it's raised to \$7.5 million.

Mr. Ridgway asked if the current North Douglas included any commercial expansion.

Mr. Uchytel said that moving forward, he would like to present a full package for 100 trucks and trailer parking spots. Docks and Harbors would like to have a seasonal float for charter operators. The biggest footprint could possibly have a commercial aspect. The head tax can be leveraged so that the project will appeal to all user groups.

K. COMMITTEE ADMINISTRATIVE MATTERS

1. Next Docks and Harbors Operations and Planning meeting will be held – Wednesday, January 21, 2026

L. ADJOURNMENT

Motion by Mr. Ridgway to adjourn.

Motion passed unanimously.



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



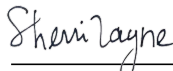
Carl Uchytel, P.E.
Port Director

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


 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



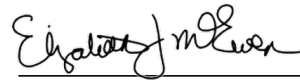
Elizabeth J. McEwen
Municipal Clerk

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.

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- (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

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(Supp. No. 164)

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)



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

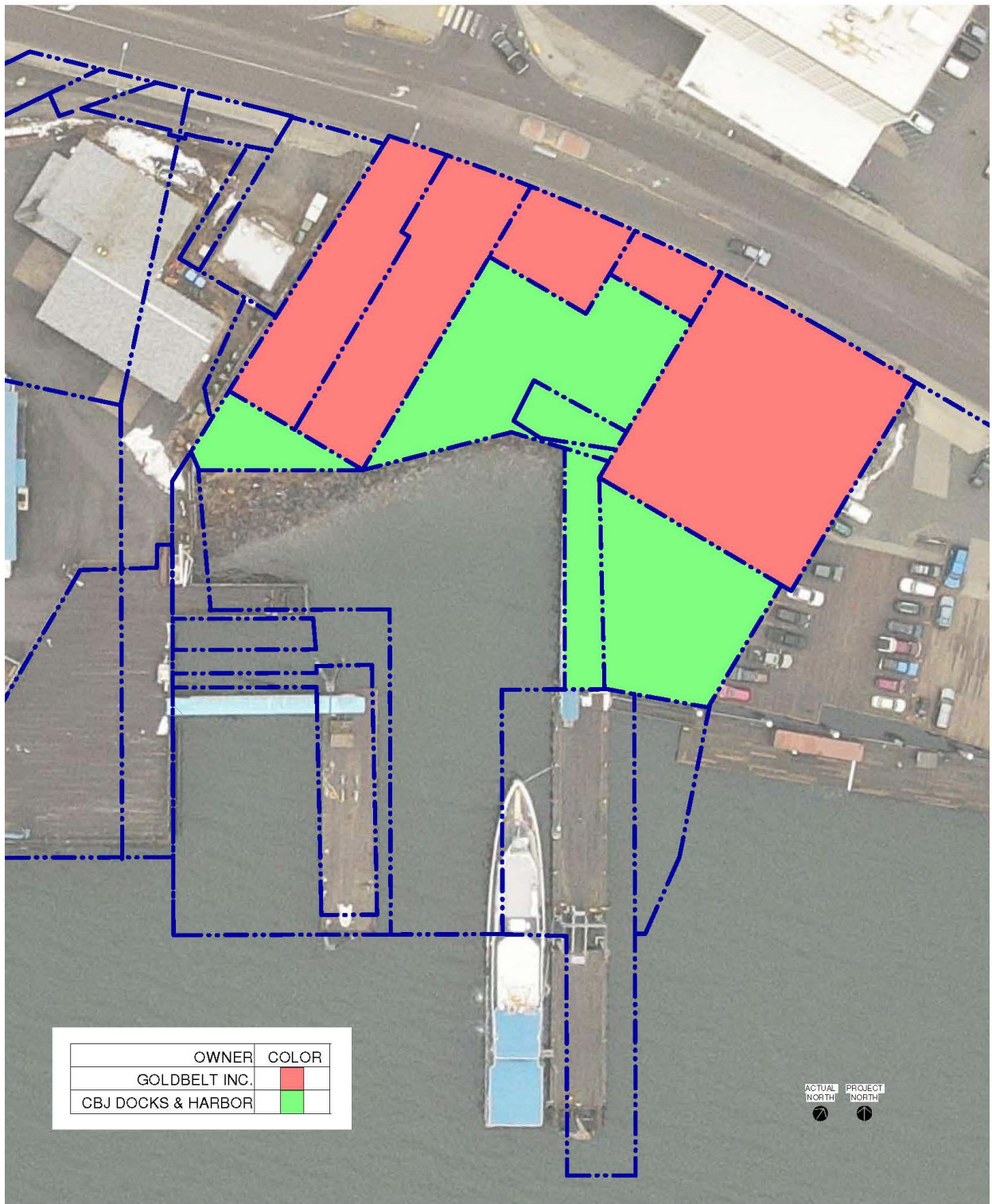
1. Goldbelt, Inc has been contemplating redevelopment of the Seadrome Building and adjacent properties since at least 2022. The project has been complicated due to the uplands site of the Seadrome Building (76 Egan Drive) surrounded by quilt work of small parcels owned by Goldbelt (dba Cultural Preservation, 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: _____
Date: _____
By: _____
Carl Uchytel, Port Director

Lessee, Petro Marine Services:
Date: _____
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.

DRAFT

**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
19
20
21
22
23
24
25

Docks & Harbors - Docks

OVERVIEW

	FY25 Actuals	FY26		Projected Budget	FY27 Proposed Budget
		Adopted Budget	Amended Budget		
EXPENDITURES					
Personnel Services	\$ 1,424,900	1,736,100	1,789,400	1,688,600	1,842,000
Commodities and Services	1,225,000	1,294,100	1,294,100	1,268,300	1,399,200
Capital Outlay	-	45,000	45,000	-	-
Support to:					
General Fund	-	-	-	-	2,464,600
Capital Projects	3,000,000	500,000	500,000	500,000	-
Total Expenditures	5,649,900	3,575,200	3,628,500	3,456,900	5,705,800
FUNDING SOURCES					
Interdepartmental Charges	40,200	40,200	40,200	40,200	40,200
Charges for Services	2,997,700	4,300,000	4,300,000	4,163,700	6,190,700
Licenses, Permits, and Fees	-	-	-	-	-
Investment and Interest Income(Loss)	360,100	93,600	93,600	289,700	228,200
Support from:					
Marine Passenger Fees	717,000	762,000	762,000	762,000	-
Port Development Fees	-	-	-	-	-
State Marine Passenger Fees	-	-	-	-	-
Capital Projects	-	-	-	-	-
Total Funding Sources	4,115,000	5,195,800	5,195,800	5,255,600	6,459,100
FUND BALANCE					
Beginning of Period	3,771,300	2,236,400	2,236,400	2,236,400	4,035,100
Increase (Decrease) in Fund Balance	(1,534,900)	1,620,600	1,567,300	1,798,700	753,300
End of Period Fund Balance	\$ 2,236,400	3,857,000	3,803,700	4,035,100	4,788,400
STAFFING	19.75	19.73	19.73	19.73	19.73

VARIANCE ANALYSIS

	FY26 Proj vs. FY25 Actuals		FY26 Amended vs. FY26 Adopted		FY26 Proj vs. FY26 Amended		FY27 Proposed vs. FY26 Amended	
		%		%		%		%
EXPENDITURES								
Personnel Services	\$ 263,700	18.5%	53,300	3.1%	(100,800)	-5.6%	52,600	2.9%
Commodities and Services	43,300	3.5%	-	0.0%	(25,800)	-2.0%	105,100	8.1%
Capital Outlay	-	-	-	0.0%	(45,000)	-100.0%	(45,000)	-100.0%
Support to:								
General Fund	-	-	-	-	-	-	2,464,600	-
Capital Projects	(2,500,000)	-83.3%	-	0.0%	-	0.0%	(500,000)	-100.0%
Total Expenditures	(2,193,000)	-38.8%	53,300	1.5%	(171,600)	-4.7%	2,077,300	57.2%
FUNDING SOURCES								
Interdepartmental Charges	-	0.0%	-	0.0%	-	0.0%	-	0.0%
Charges for Services	1,166,000	38.9%	-	0.0%	(136,300)	-3.2%	1,890,700	44.0%
Licenses, Permits and Fees	-	-	-	-	-	-	-	-
Investment and Interest Income	(70,400)	-19.6%	-	0.0%	196,100	209.5%	134,600	143.8%
Support from:								
Marine Passenger Fees	45,000	6.3%	-	0.0%	-	0.0%	(762,000)	-100.0%
Port Development Fees	-	-	-	-	-	-	-	-
State Marine Passenger Fees	-	-	-	-	-	-	-	-
Capital Projects	-	-	-	-	-	-	-	-
Total Funding Sources	\$ 1,140,600	27.7%	-	0.0%	59,800	1.2%	1,263,300	24.3%

Docks & Harbors - Harbors
OVERVIEW

	FY25 Actuals	FY26		Projected Budget	FY27 Proposed Budget
		Adopted Budget	Amended Budget		
EXPENDITURES					
Personnel Services	\$ 1,982,700	2,248,500	2,335,000	2,279,500	2,277,000
Commodities and Services	1,983,800	2,574,100	2,574,100	2,528,700	2,622,400
Capital Outlay	-	-	-	-	-
Debt Service	5,665,200	699,100	699,100	561,300	581,500
Support to:					
Capital Projects	2,400,000	3,700,000	3,700,000	3,700,000	2,225,000
Total Expenditures	12,031,700	9,221,700	9,308,200	9,069,500	7,705,900
FUNDING SOURCES					
Charges for Services	4,311,300	4,825,000	4,825,000	4,825,000	4,925,000
Licenses, Permits, and Fees	498,400	420,000	420,000	431,900	431,900
Rentals and Leases	854,900	1,384,900	1,384,900	1,184,900	1,184,900
State Shared Revenue	453,300	450,000	450,000	357,400	-
Federal Revenue	-	-	-	-	-
Fines and Forfeitures	19,200	12,000	12,000	12,000	15,000
Land Sales	-	-	-	-	-
Investment and Interest Income(Loss)	1,117,600	249,900	249,900	343,800	272,800
Bond Proceeds	4,750,900	-	-	-	-
Other Revenue	84,300	-	-	-	-
Support from:					
Capital Projects	-	-	-	-	-
Total Funding Sources	12,089,900	7,341,800	7,341,800	7,155,000	6,829,600
FUND BALANCE					
Debt Reserve					
Beginning Reserve Balance	866,300	455,900	455,900	455,900	455,900
Increase (Decrease) in Reserve	(410,400)	-	-	-	-
End of Period Reserve	\$ 455,900	455,900	455,900	455,900	455,900
Available Fund Balance					
Beginning of Period	3,943,800	4,002,000	4,002,000	4,002,000	2,087,500
Increase (Decrease) in Fund Balance	58,200	(1,879,900)	(1,966,400)	(1,914,500)	(876,300)
End of Period Available	\$ 4,002,000	2,122,100	2,035,600	2,087,500	1,211,200
STAFFING	17.95	17.95	17.95	17.95	17.95

VARIANCE ANALYSIS

	FY26 Proj vs.		FY26 Amended vs.		FY26 Proj vs.		FY27 Proposed vs.	
	FY25 Actuals	%	FY26 Adopted	%	FY26 Amended	%	FY26 Amended	%
EXPENDITURES								
Personnel Services	\$ 296,800	15.0%	86,500	3.8%	(55,500)	-2.4%	(58,000)	-2.5%
Commodities and Services	544,900	27.5%	-	0.0%	(45,400)	-1.8%	48,300	1.9%
Capital Outlay	-	-	-	-	-	-	-	-
Debt Service	(5,103,900)	-90.1%	-	0.0%	(137,800)	-19.7%	(117,600)	-16.8%
Support to:								
Capital Projects	1,300,000	54.2%	-	0.0%	-	0.0%	(1,475,000)	-39.9%
Total Expenditures	(2,962,200)	-24.6%	86,500	0.9%	(238,700)	-2.6%	(1,602,300)	-17.2%
FUNDING SOURCES								
Charges for Services	513,700	11.9%	-	0.0%	-	0.0%	100,000	2.1%
Licenses, Permits, and Fees	(66,500)	-13.3%	-	0.0%	11,900	2.8%	11,900	2.8%
Rentals and Leases	330,000	38.6%	-	0.0%	(200,000)	-14.4%	(200,000)	-14.4%
State Shared Revenue	(95,900)	-21.2%	-	0.0%	(92,600)	-20.6%	(450,000)	-100.0%
Federal Revenue	-	-	-	-	-	-	-	-
Fines and Forfeitures	(7,200)	-37.5%	-	0.0%	-	0.0%	3,000	25.0%
Land Sales	-	-	-	-	-	-	-	-
Investment and Interest Income	(773,800)	-69.2%	-	0.0%	93,900	37.6%	22,900	9.2%
Support to:								
Capital Projects	-	-	-	-	-	-	-	-
Total Funding Sources	\$ (4,934,900)	-40.8%	-	0.0%	(186,800)	-2.5%	(512,200)	-7.0%



Harbors Preliminary FY27 Budget Details - Revenues

Department	Division	Program	GL Category	GL Account Name	FY25	FY26	FY26	FY27
					Actuals	Amended Budget	Projected Actuals (Preliminary)	Proposed Budget (Preliminary)
Harbors	Harbors Operations	Harbors Operations	State	State Shared Revenues	537,552	450,000	357,406	-
Harbors	Harbors Operations	Harbors Operations	Program	Land Lease Revenue	806,686	1,384,870	1,184,870	1,184,870
Harbors	Harbors Operations	Harbors Operations	Program	Minor Violations	19,177	12,000	12,000	15,000
Harbors	Harbors Operations	Harbors Operations	Program	Permit Revenues	498,397	420,000	431,870	431,870
Harbors	Harbors Operations	Harbors Operations	Program	User Fees	4,369,640	4,900,000	4,900,000	5,000,000
Harbors	Harbors Operations	Harbors Operations	Other	Bad Debts	(59,046)	(75,000)	(75,000)	(75,000)
Harbors	Harbors Operations	Harbors Operations	Other	Miscellaneous Revenue	487	-	-	-
Harbors	Harbors Operations	Harbors Operations	Investment	Investment and Interest Incom/(Loss)	1,117,600.00	249,900.00	343,800.00	272,800.00
Grand Total					7,290,493	7,341,770	7,154,946	6,829,540



Harbors Preliminary FY27 Budget Details - Expenses

Department	Division	Program	GL Category	GL Account Name	FY25	FY26	FY26	FY27
					Actuals	Amended Budget	Projected Actuals (Preliminary)	Proposed Budget (Preliminary)
Harbors	Harbors Operations	Harbors Operations	Commodities & Services	Advertising	4,210	4,500	4,500	4,500
Harbors	Harbors Operations	Harbors Operations	Commodities & Services	Bank Card Fees	174,624	180,000	200,000	200,000
Harbors	Harbors Operations	Harbors Operations	Commodities & Services	Building Maint Division Charges	66,600	67,600	67,600	72,200
Harbors	Harbors Operations	Harbors Operations	Commodities & Services	Business Travel	2,333	-	-	-
Harbors	Harbors Operations	Harbors Operations	Commodities & Services	Contractual Services	268,078	400,000	348,951	376,630
Harbors	Harbors Operations	Harbors Operations	Commodities & Services	Contractual Training	1,361	2,500	2,500	2,500
Harbors	Harbors Operations	Harbors Operations	Commodities & Services	Dues & Subscriptions	12,674	15,000	15,000	12,665
Harbors	Harbors Operations	Harbors Operations	Commodities & Services	Electricity	145,259	172,000	172,000	172,000
Harbors	Harbors Operations	Harbors Operations	Commodities & Services	Electronic Repairs	220	1,000	1,000	1,000
Harbors	Harbors Operations	Harbors Operations	Commodities & Services	Equipment Maintenance - Non-Fleet	4,876	5,000	5,000	5,000
Harbors	Harbors Operations	Harbors Operations	Commodities & Services	Equipment Rentals	2,071	9,000	15,000	12,000
Harbors	Harbors Operations	Harbors Operations	Commodities & Services	Fleet Equipment Maintenance	66,949	70,000	70,000	71,000
Harbors	Harbors Operations	Harbors Operations	Commodities & Services	Fleet Gasoline	17,340	18,000	18,000	18,000
Harbors	Harbors Operations	Harbors Operations	Commodities & Services	Fleet Replacement Reserve	30,000	70,000	70,000	107,000
Harbors	Harbors Operations	Harbors Operations	Commodities & Services	Fuel Oil & Propane	36,799	46,000	46,000	46,000
Harbors	Harbors Operations	Harbors Operations	Commodities & Services	Full Cost Allocation	253,800	284,600	284,577	311,340
Harbors	Harbors Operations	Harbors Operations	Commodities & Services	General Liab, Auto & EE Practice	800	900	900	2,600
Harbors	Harbors Operations	Harbors Operations	Commodities & Services	Landscape Division Charges	44,000	45,400	45,400	51,500
Harbors	Harbors Operations	Harbors Operations	Commodities & Services	Loss Contingency	500	1,000	1,000	1,000
Harbors	Harbors Operations	Harbors Operations	Commodities & Services	Materials & Commodities	80,060	101,000	101,000	101,000
Harbors	Harbors Operations	Harbors Operations	Commodities & Services	Mileage	1,212	1,500	1,500	1,500
Harbors	Harbors Operations	Harbors Operations	Commodities & Services	Minor Equipment	16,813	15,000	25,000	25,000
Harbors	Harbors Operations	Harbors Operations	Commodities & Services	Minor Furniture & Fixtures	851	1,000	2,000	2,000
Harbors	Harbors Operations	Harbors Operations	Commodities & Services	Minor Software	108	200	200	200
Harbors	Harbors Operations	Harbors Operations	Commodities & Services	Office Supplies	2,428	5,200	5,200	5,200
Harbors	Harbors Operations	Harbors Operations	Commodities & Services	Postage & Parcel Post	5,880	6,000	6,000	6,000
Harbors	Harbors Operations	Harbors Operations	Commodities & Services	Printing	11,138	11,000	13,000	13,000
Harbors	Harbors Operations	Harbors Operations	Commodities & Services	Refuse Disposal	236,171	300,000	300,000	300,000
Harbors	Harbors Operations	Harbors Operations	Commodities & Services	Reimbursable Expense - External	(250)	-	-	-
Harbors	Harbors Operations	Harbors Operations	Commodities & Services	Rents	118,450	120,000	120,000	120,000
Harbors	Harbors Operations	Harbors Operations	Commodities & Services	Repairs	47,791	190,000	190,000	190,000
Harbors	Harbors Operations	Harbors Operations	Commodities & Services	Safety Programs & Equipment	9,541	9,000	15,000	15,000
Harbors	Harbors Operations	Harbors Operations	Commodities & Services	Specialty & Property	340,176	327,600	308,400	290,300
Harbors	Harbors Operations	Harbors Operations	Commodities & Services	Telephone	17,214	15,290	15,156	15,156
Harbors	Harbors Operations	Harbors Operations	Commodities & Services	Travel & Training	8,290	27,120	3,827	17,322
Harbors	Harbors Operations	Harbors Operations	Commodities & Services	Uniforms & Safety Equipment	8,103	9,000	10,000	10,000
Harbors	Harbors Operations	Harbors Operations	Commodities & Services	Wastewater Service	16,043	16,500	17,000	17,800
Harbors	Harbors Operations	Harbors Operations	Commodities & Services	Water Service	22,321	26,200	26,000	26,000
Harbors	Harbors Operations	Harbors Operations	Personnel Services	Accrued Leave	95,816	-	-	-
Harbors	Harbors Operations	Harbors Operations	Personnel Services	Benefits	692,939	792,699	758,801	813,666
Harbors	Harbors Operations	Harbors Operations	Personnel Services	Bonuses	-	49,599	49,812	36,072
Harbors	Harbors Operations	Harbors Operations	Personnel Services	Deferred Comp Employer Match	9,962	11,375	8,395	12,473
Harbors	Harbors Operations	Harbors Operations	Personnel Services	Overtime	45,073	50,668	50,000	50,000
Harbors	Harbors Operations	Harbors Operations	Personnel Services	Salaries	1,118,305	1,394,419	1,376,246	1,352,525
Harbors	Harbors Operations	Harbors Operations	Personnel Services	Workers Compensation	20,600	36,200	36,200	12,300
Grand Total					4,057,529	4,909,070	4,806,165	4,899,449



Docks Preliminary FY27 Budget Details - Revenues

Department	Division	Program	GL Category	GL Account Name	FY25 Actuals	FY26 Amended Budget	FY26 Projected Actuals (Preliminary)	FY27 Proposed Budget (Preliminary)
Docks	Docks Operations	Docks Operations	Interdepartmental Charges	Reimbursable Expense - Internal	40,200	40,200	40,200	40,200
Docks	Docks Operations	Docks Operations	Investment	Interest Income in Lawson	360,085	93,600	289,700	228,200
Docks	Docks Operations	Docks Operations	Program	User Fees	306,250	350,000	350,000	350,000
Docks	Docks Operations	Docks Operations	Program	Cruise Ship Dock Fees	1,116,880	1,800,000	626,230	-
Docks	Docks Operations	Docks Operations	Program	Maintenance Port Fees	1,574,597	2,150,000	899,463	-
Docks	Docks Operations	Docks Operations	Program	Cruise Ship Dockage Fee (Lower Berth)	-	-	2,288,000	5,840,700
Docks	Docks Operations	Docks Operations	Support From	Transfer In - Marine Passenger Fee	717,000	762,000	762,000	-
Grand Total					4,115,012	5,195,800	5,255,593	6,459,100



Docks Preliminary FY27 Budget Details - Expenses

Department	Division	Program	GL Category	GL Account Name	FY25 Actuals	FY26 Amended Budget	FY26 Projected Actuals (Preliminary)	FY27 Proposed Budget (Preliminary)
Docks	Docks Operations	Docks Operations	Capital Outlay	Vehicles & Equipment	-	45,000	-	-
Docks	Docks Operations	Docks Operations	Commodities & Services	Advertising	449	500	500	500
Docks	Docks Operations	Docks Operations	Commodities & Services	Bank Card Fees	268	300	345	345
Docks	Docks Operations	Docks Operations	Commodities & Services	Building Maint Division Charges	35,000	34,100	34,100	38,500
Docks	Docks Operations	Docks Operations	Commodities & Services	Business Travel	1,992	-	-	-
Docks	Docks Operations	Docks Operations	Commodities & Services	Contractual Services	125,875	130,000	145,000	200,000
Docks	Docks Operations	Docks Operations	Commodities & Services	Contractual Training	367	2,500	2,500	2,500
Docks	Docks Operations	Docks Operations	Commodities & Services	Dues & Subscriptions	10,508	12,001	12,000	12,000
Docks	Docks Operations	Docks Operations	Commodities & Services	Electricity	33,546	42,000	35,000	35,000
Docks	Docks Operations	Docks Operations	Commodities & Services	Electronic Repairs	-	50	50	50
Docks	Docks Operations	Docks Operations	Commodities & Services	Equipment Maintenance - Non-Fleet	217	1,500	1,500	1,500
Docks	Docks Operations	Docks Operations	Commodities & Services	Equipment Rentals	1,187	3,000	3,000	3,000
Docks	Docks Operations	Docks Operations	Commodities & Services	Fleet Gasoline	1,692	1,500	1,500	1,500
Docks	Docks Operations	Docks Operations	Commodities & Services	Fleet Replacement Reserve	17,500	17,500	17,500	64,500
Docks	Docks Operations	Docks Operations	Commodities & Services	Fuel Oil & Propane	67	150	300	150
Docks	Docks Operations	Docks Operations	Commodities & Services	Full Cost Allocation	253,800	284,600	284,577	311,340
Docks	Docks Operations	Docks Operations	Commodities & Services	General Liab, Auto & EE Practice	500	500	500	1,500
Docks	Docks Operations	Docks Operations	Commodities & Services	Landscape Division Charges	44,000	45,400	45,400	51,500
Docks	Docks Operations	Docks Operations	Commodities & Services	Loss Contingency	2,114	1,000	1,500	1,500
Docks	Docks Operations	Docks Operations	Commodities & Services	Materials & Commodities	33,962	40,000	40,000	40,000
Docks	Docks Operations	Docks Operations	Commodities & Services	Mileage	192	700	400	700
Docks	Docks Operations	Docks Operations	Commodities & Services	Minor Equipment	15,194	8,000	15,000	15,000
Docks	Docks Operations	Docks Operations	Commodities & Services	Minor Furniture & Fixtures	304	500	2,500	2,500
Docks	Docks Operations	Docks Operations	Commodities & Services	Minor Software	632	500	600	600
Docks	Docks Operations	Docks Operations	Commodities & Services	Office Supplies	4,024	3,000	3,000	3,000
Docks	Docks Operations	Docks Operations	Commodities & Services	Postage & Parcel Post	766	3,500	3,500	3,500
Docks	Docks Operations	Docks Operations	Commodities & Services	Printing	2,294	2,800	3,250	3,250
Docks	Docks Operations	Docks Operations	Commodities & Services	Refuse Disposal	28,682	37,100	37,100	37,100
Docks	Docks Operations	Docks Operations	Commodities & Services	Rents	67,048	70,000	70,000	70,000
Docks	Docks Operations	Docks Operations	Commodities & Services	Repairs	51,909	50,000	50,000	50,000
Docks	Docks Operations	Docks Operations	Commodities & Services	Safety Programs & Equipment	9,992	5,000	5,000	5,000
Docks	Docks Operations	Docks Operations	Commodities & Services	Specialty & Property	370,876	372,800	353,600	334,200
Docks	Docks Operations	Docks Operations	Commodities & Services	Telephone	2,910	2,862	2,985	2,985
Docks	Docks Operations	Docks Operations	Commodities & Services	Travel & Training	14,937	16,910	2,902	12,747
Docks	Docks Operations	Docks Operations	Commodities & Services	Uniforms & Safety Equipment	14,227	1,000	15,400	15,400
Docks	Docks Operations	Docks Operations	Commodities & Services	Wastewater Service	2,768	2,800	2,800	2,800
Docks	Docks Operations	Docks Operations	Commodities & Services	Water Service	75,167	100,000	75,000	75,000
Docks	Docks Operations	Docks Operations	Personnel Services	Accrued Leave	100,580	-	-	-
Docks	Docks Operations	Docks Operations	Personnel Services	Benefits	403,979	683,437	630,877	707,679
Docks	Docks Operations	Docks Operations	Personnel Services	Bonuses	-	32,677	32,890	23,765
Docks	Docks Operations	Docks Operations	Personnel Services	Deferred Comp Employer Match	7,911	9,606	10,621	9,704
Docks	Docks Operations	Docks Operations	Personnel Services	Overtime	59,901	50,566	60,700	55,000
Docks	Docks Operations	Docks Operations	Personnel Services	Salaries	833,385	1,382,319	1,322,779	1,443,428
Docks	Docks Operations	Docks Operations	Personnel Services	Workers Compensation	19,100	4,700	4,700	7,000
Docks	Docks Operations	Docks Operations	Personnel Services	All Other Workforce	-	(373,942)	(373,942)	(404,586)
Docks	Docks Operations	Docks Operations	Support To	Transfer Out - General Fund	-	-	-	2,464,600
Docks	Docks Operations	Docks Operations	Support To	Transfer Out - Dock CIPs	3,000,000	500,000	500,000	-
Grand Total					5,649,821	3,628,435	3,456,935	5,705,756

85.02.030 Vacancies.

- (a) A vacancy in the City and Borough Docks and Harbors Board shall exist under the following conditions:
 - (1) If a person appointed to membership fails to qualify and take office within 30 days of appointment;
 - (2) If a member departs from the City and Borough with the intent to remain away for a period of 90 or more days;
 - (3) If a member submits his or her resignation to the board or assembly;
 - (4) If a member fails to attend three consecutive regular board meetings, unless excused by the board;
 - (5) If a member misses more than 40 percent of the regular board meetings in a 12-month period; or
 - (6) If a member is removed by the assembly, in its sole discretion, for the convenience of the City and Borough.
- (b) For the purposes of counting attendance, a member participating telephonically in accordance with the Assembly Rules of Procedure shall be counted as present.
- (c) The chair of the City and Borough Docks and Harbors Board shall notify the clerk's office of any vacancy on the board. Upon notification, the assembly shall appoint a new member for the unexpired term.

(Serial No. 2004-03b, § 2, 3-9-2004; Serial No. 2005-03(d), § 10, 6-13-2005; Serial No. 2010-36, § 2, 1-10-2011)



Port of Juneau

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

December 19, 2025

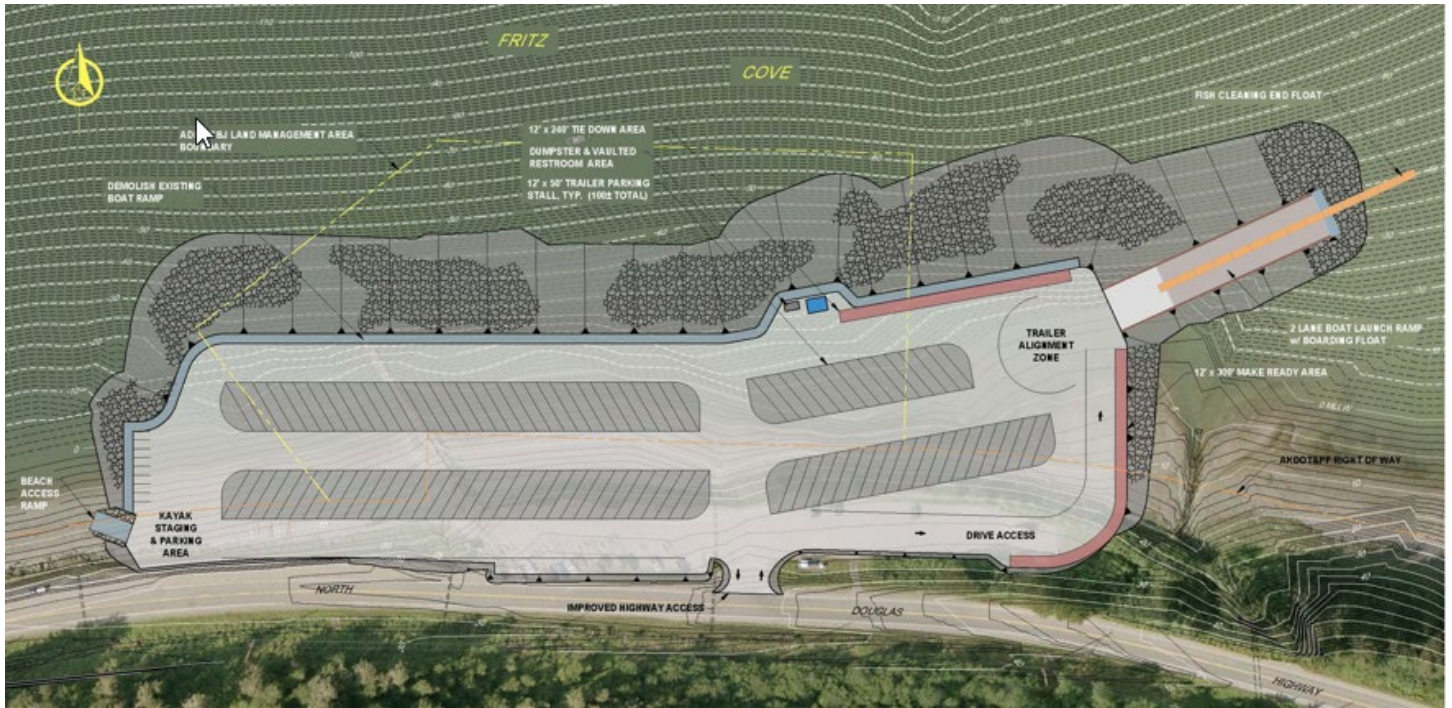
Gregory Weinert
Transportation & Public Facilities
SRD-Right of Way and Utilities
PO Box 112506
Juneau, AK 99811-2506

Dear Mr. Weinert:

The City & Borough of Juneau – Docks & Harbors wishes to enter into negotiations with the State of Alaska to acquire ADOT Right of Way property necessary to improve the North Douglas Launch Ramp at 13020 N Douglas Hwy. This facility was approved for construction before statehood in 1957 and truck & boat-trailer needs have not kept pace with user demands.



Docks & Harbors has initiated preliminary concepts to improve this facility and will require additional property from the State of Alaska to make needed improvements.



I am aware of the statutory challenges in acquiring Alaska Right-of-Way property and wish to discuss with you/your staff as soon as practicable.

Sincerely,

Carl Uchytel

Carl Uchytel, P.E.

Port Director

City & Borough of Juneau

Copy: ADNR (Melinda Reynolds)
ADFG (Matthew Catterson)