



DOCKS AND HARBORS MEETING AGENDA

February 26, 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. APPROVAL OF MINUTES

1. **January 29, 2026 Minutes**
2. **February 4, 2026 Special Board Minutes**

F. CONSENT AGENDA

3. **A. Public Requests for Consent Agenda Changes**
B. Board Member Requests for Consent Agenda Changes
C. Items for Action

4. Docks & Harbors Board Resolution in Support of North Douglas Boat Launch Property

RECOMMENDATION: TO ADOPT RESOLUTION IN SUPPORT OF ADVANCING EFFORTS TO ACQUIRE PROPERTY NECESSARY TO EXPAND NORTH DOUGLAS BOAT LAUNCH

5. Resolution of Support for Alaska Department of Natural Resources to Convey Tidelands to CBJ Necessary for the North Douglas Boat Launch Expansion

RECOMMENDATION: FOR THE ASSEMBLY TO ADOPT A RESOLUTION REQUESTING CONVEYANCE OF TIDELANDS FROM ADNDR TO NECESSARY TO EXPAND THE NORTH DOUGLAS BOAT LAUNCH.

6. Boat Launch Permit Donation Request – Taku River Recreation Association

RECOMMENDATION: TO DONATE A CY26 LAUNCH RAMP PERMIT TO THE TAKU RIVER RECREATION ASSOCIATION.

MOTION: TO APPROVE THE CONSENT AGENDA AS PRESENTED

G. UNFINISHED BUSINESS

H. NEW BUSINESS

7. Proposed Regulations Changes to 05 CBJ Administrative Code

Presentation by Harbormaster

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

MOTION: TO RECOMMEND THE BOARD ACCEPT THE PROPOSED CHANGES AND SET A PUBLIC HEARING DATE TO REVIEW COMMENTS.

8. Proposed CBJ Code Changes to Title 85

Presentation by Harbormaster

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

MOTION: TO RECOMMEND THE BOARD ACCEPT THE PROPOSED CHANGES AND RECOMMEND THE ASSEMBLY ADOPT

9. Bid Award – Little Rock Dump – Secure Storage (DH26-015)

Presentation by Port Director

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

MOTION: TO RECOMMEND THE ASSEMBLY APPROVE BID AWARD DH26-015 TO ISLAND CONTRACTORS, LLC FOR \$418,750

10. Transfer of \$80,000 from CIP H51-125 (Aurora Harbor Improvements) to CIP H51-136 (Little Rock Dump - Secure Storage)

Presentation by Port Director

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

MOTION: TO RECOMMEND THE ASSEMBLY TRANSFER \$80,000 FROM CIP H51-125 (AURORA HARBORS IMPROVEMENTS) TO CIP H51-136 (LITTLE ROCK DUMP -SECURE STORAGE)

11. Board’s Right of First Refusal to Purchase Aurora Harbor Boat Shelter AF-29

Presentation by Port Director

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

MOTION: TO WAIVE THE BOARD’S RIGHT OF FIRST REFUSAL TO PURCHASE AURORA HARBOR BOAT SHELTER AF-29 ALLOWING MR. BURNS TO SELL HIS SHELTER ON THE OPEN MARKET.

12. Geotechnical Investigation - North Douglas Launch Ramp Expansion Project

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

MOTION: TO DIRECT THE PORT DIRECTOR TO ENTER INTO NEGOTIATIONS WITH DISCOVERY DRILLING TO PROVIDE GEOTECHNICAL SAMPLING NECESSARY FOR THE NORTH DOUGLAS LAUNCH RAMP FACILITY

I. ITEMS FOR INFORMATION/DISCUSSION

13. Boat Launch Permit Donation Request – Board Policy Discussion

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

J. STAFF, COMMITTEE, AND MEMBER REPORTS

14. Assembly Liason

15. Harbormaster

16. Port Engineer

17. Port Director

K. COMMITTEE ADMINISTRATIVE MATTERS

L. ADJOURNMENT



DRAFT-DOCKS AND HARBORS MEETING MINUTES

January 29, 2026, at 5:00 PM

Port Office Conference Room/Zoom Webinar

- A. CALL TO ORDER by Chair Shooter at 5:00 pm.**
- B. ROLL CALL:** James Becker (left at 7:00 pm), Tyler Emerson (via zoom, left at approximately 5:30 pm), Clayton Hamilton, Robert Horchover, Matthew Leither, Nick Orr, Mark Ridgway (via phone), and Shem Sooter,

Absent: Annette Smith

Also in Attendance: Carl Uchtyl - Port Director, Matt Creswell - Harbormaster, Matthew Sill - Port Engineer, Paul Kelly – CBJ Assembly Member, Kirby Day - Port Manager for Princess Cruises, Jeremiah Cryts - Docks and Harbors Harbor Officer, Nicole Lynch – CBJ Law, Steve Sahlender - VP of Alaska Operations -Goldbelt, Inc., Elias Hastings - Operations Manager – Alaska Division of Goldbelt.

C. PORT DIRECTOR REQUESTS FOR AGENDA CHANGES

Mr. Uchtyl recommended that Item 11 be deleted. Agenda passed with changes.

D. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS:

Mr. Day offered kudos to Docks and Harbors staff regarding the snow removal of the Seawalk, which allowed the public to walk their dogs despite the weather.

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

Mr. Uchtyl presented to Jim Collins, Harbor Security Officer at with a citation dated the last day of December. Mr. Uchtyl said that Mr. Collins was named Employee of the Quarter in recognition of his exceptional reliability, professionalism and independent work ethic during the fourth quarter of 2025. In his role, Jim primarily works from 3:30 pm to midnight, often operating solo and without direct support during after-hour operations. Mr. Collins has demonstrated sound judgment, accountability, and trustworthiness, providing the department with a dependable presence during some of the most challenging hours of operation. During the quarter, Mr. Collins took on the role of managing and categorizing impound vehicles which required persistence. His attention to detail and physical efforts, particularly during this harsh winter, Mr. Collins has shown remarkable dedication to Docks and Harbors. He has gone above and beyond to ensure the safety of harbor facilities and patrons. His proactive approach has reduced slip hazards, minimized complaints and helped ensure the harbor facilities remain as safe place despite the weather. In 2025, Mr. Collins issued an impressive 639 citations, noteworthy is the number of citations that he did not issue. Mr. Collins consistently prioritized education, compliance and customer service over punitive enforcement. He's helped patrons to comply without the need for formal citations whenever possible. This approach strongly aligns with the Department's customer service focus, philosophy and speaks volumes about his patience, professionalism and character.

Mr. Collins accepted the citation saying he worked with a great group of people.

F. APPROVAL OF MINUTES

1. **December 18th, 2025, Minutes** – Minutes approved unanimously.

G. CONSENT AGENDA

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

MR. ORR MADE THE MOTION TO APPROVE THE CONSENT AGENDA AS PRESENTED AND ASKED FOR UNANIMOUS CONSENT.

Motion passed.

The four items on the consent agenda were:

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

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

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

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

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

H. UNFINISHED BUSINESS

7. Property Conveyance of CBJ Owned Land at Seadrome

Presentation by Port Director

Mr. Uchytel said that on page 42 of the packet there is a letter from Goldbelt addressing the Seadrome Land Swap Discussion. Currently, Goldbelt is only willing to pursue a purchase of the uplands and tidelands on page 45. Goldbelt is requesting the purchase of 15,000 square feet for the purpose of building a tourist-related building where the existing Seadrome building is. Mr. Uchytel's memo on page 43 outlines the discussions that they've had with Goldbelt over the years regarding the property.

a. Board Questions

Mr. Leither said it was his understanding that at the Operations Committee last week the offer was \$700,000.

Mr. Uchytal said that that was not clear to him and that they are here tonight so that discussion could be made with Goldbelt present tonight.

Mr. Horchover said that before he made a motion, he asked how recent that price was.

Mr. Uchytal pointed out that he thought it was February of 2025 that Horan and Company appraised the value of the land to \$630,000. There was a language by the CEO of Goldbelt that they could go up to \$700,000 but that was not offered and was an aside.

b. Public Comment - None

c. Board Discussion/Action

Mr. Hamilton said he was interested to hear what Mr. Orr said about this value comparison.

Mr. Orr said that basically \$700,000 is about \$50 a square foot to evaluate. He said that the area was along the water and felt that the value was the least rate on the waterfront. He thought Horan's appraisal of \$50 was low. Compared to other operations on the sea walk prices were much higher accessed than the Docks and Harbor property.

Mr. Ridgway asked how much Docks and Harbors got off the lease agreement on the land.

Mr. Uchytal replied approximately \$35k-\$50K.

Mr. Ridgway said that he was not in favor of selling the land.

Mr. Orr added that he would be in favor if the amount suggested was more than \$50,- per square foot. He said he was speaking as it was a risk-free bond.

Mr. Ridgway said that Docks and Harbors is sort of a landholding agency and gets over a million dollars a year from revenues. The property owned was valuable and will continue to grow. If Docks and Harbors decide to keep the land, he felt that they would not be getting into Goldbelt's way.

Mr. Orr said that the Board had three options to make a motion 1) to ask for \$700,000, or 2) he was in favor of asking for \$1.5 million or 3) say no, that they are not open to a sale of the property.

Mr. Ridgway said that the Board should come up with something that satisfies Goldbelt's needs.

Mr. Sooter said that Goldbelt had said they were not interested in any property exchanges, leases or anything of that nature.

MR. ORR MADE THE MOTION THAT GOLDBELT ACCEPT A \$1.5 MILLION PRICE FOR THE SEADROME PROPERTY AND ASKED FOR A ROLL CALL VOTE.

Mr. Ridgway objected with the purpose of discussion.

He asked to amend the original motion to include an asset of \$1.5 million from Goldbelt which would offer potential financial consideration and asked for unanimous consent.

MR. RIDGWAY ASKED TO AMEND THE ORIGINAL MOTION TO INCLUDE AN ASSET OF \$1.5 MILLION FROM GOLDBELT OR AN OFFER WHICH WOULD INCLUDE A LAND EXCHANGE.

Mr. Uchytel read from the document on page 44 from Mr. Sahlender that "This document serves as notice of Goldbelt's continued interest in purchasing the parcels owned by CBJ Docks and Harbors and 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." He said that it's within the Boards purview to make whatever motion they want, he wanted to be clear that the Goldbelt would only consider a sale of the property.

Mr. Sooter asked Mr. Sahlender if this was what Goldbelt was expecting.

Mr. Sahlender said that it has been Goldbelt's position since 2022. He said they entertained every kind of land swap imaginable and arrived at the land swap not happening. They do not want to spend the next 3 ½ years of negotiating a land swap. The second position is to purchase the land because they feel like this conversation could go on indefinitely and that's not a position that they want to be in. Goldbelt felt that their waterfront plan is amenable to the City Docks and Harbors and the plan that they have for the waterfront would be nice. He said then there was an amendment for \$700,000. Goldbelt had a second appraisal because the Board wasn't comfortable with the first appraisal.

Mr. Ridgway asked Mr. Uchytel whether initially the Board had approved of a land swap.

Mr. Uchytel replied he did not remember and there were no signatures that said this is what Docks and Harbors are doing.

Mr. Ridgway said that according to his recollection there was a motion after many months of trying to come up with a solution that was to both parties' likings. Once that was completed, the thought Goldbelt had said that they'd changed their mind. He realized that the process had been challenging, he said he didn't want Docks and Harbors to be seen as ineffectual in performing their duties.

Mr. Hamilton said he wanted it to be clear that the Board never made an amendment for \$700,000.

Mr. Sooter said that they had a motion on the table for \$1.5 million and that Goldbelt has no interest in a land swap deal.

Ms. Lynch said that once a motion is made and there is an amendment to that motion, as Mr. Ridgway introduced the idea of a land swap, then the Board would vote on the amendment first and then on the original motion.

Mr. Leither said that with Mr. Ridgway's offer of the land swap then Goldbelt has the information that that was what the Board was intending to do and they were giving them an option.

MR. ORR MADE A MOTION TO VOTE ON THE AMENDMENT PUT FORTH BY MR. RIDGWAY.

MR. RIDGWAY ASKED TO AMEND THE ORIGINAL MOTION TO INCLUDE AN ASSET OF \$1.5 MILLION FROM GOLDBELT OR AN OFFER WHICH WOULD INCLUDE A LAND EXCHANGE.

All those in favor: James Becker, Clayton Hamilton, Robert Horchover, Matthew Leither, Nick Orr, and Mark Ridgway.

Mr. Tyler Emerson was having technical difficulties and was not included in the vote.

Mr. Sooter said that they would put forward the motion made by Mr. Orr.

MR. ORR MADE THE MOTION THAT GOLDBELT ACCEPT A \$1.5 MILLION PRICE FOR THE SEADROME PROPERTY AND ASKED FOR A ROLL CALL VOTE.

Mr. Ridgway removed his previous objection.

All those in favor: James Becker, Clayton Hamilton, Robert Horchover, Matthew Leither, Nick Orr, and Mark Ridgway.

Motion passed as amended.

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

Presentation by Port Director

Mr. Uchytel said that on page 46 is a draft of the Lease Agreement for ATS857 for .88 acres, which is about 3,800 square feet of tidelands near the National Guard dock. The lease is approaching the final year of the current 55-year lease. The existing lease that they received from the state allows the lease for a one-time renewal. Petro 49 would like to start the lease early so that they can secure financing for a project. The last appraisal was for \$1,800 for the property. The property is important to Petro 49 for their operation. The Law Department for CBJ has drafted the language. This lease has come before two committee meetings and both times they failed to receive the 5 votes to move it forward. It was introduced to the Assembly on January 12, and the Assembly will take it for action at the public hearing at the February 9 meeting. The reason it didn't receive 5 votes was because the committee board members were concerned with the CPI adjustments. He requested that the Board act tonight. If it fails to pass tonight, then it will be pulled out from the February 9th meeting, and the lease won't go forward.

a. Board Questions

Mr. Hamilton asked if the land leases were about one fifth of the Docks and Harbor's revenue.

Mr. Uchytel said that was correct.

Mr. Orr asked if there were about 40 leases that were held.

Mr. Uchytel said that they have about 43 leases that they manage.

b. Public Comment-None

c. Board Discussion/Action

Mr. Orr said that he remembered Mr. Hamilton bringing up the matter of fairness and that if they are charging for other things that had been CPI-adjusted that they should also be adjusting leases as such. He said this was an opportunity to put all leases on a CPI adjustment basis for fairness. Although it may be an administrative burden, he thought that they could be put into a spreadsheet and that they could be done annually when they come up. He said that it should be done all at one time. He was inclined to move all leases to an annual basis.

Mr. Uchytel said he wanted to understand the question that what Mr. Orr was asking was making everyone with a lease on the same schedule.

Mr. Orr said that what he was asking is that the leases would have language in them that would include a CPI adjustment at the beginning of the year so that the amount would be x times whatever the CPI rate is.

Mr. Uchytel said that no other leases with CBJ have a CPI adjustment for property. He thought what Mr. Orr was suggesting was that in January all leases would be adjusted by the CPI from the previous year. The lease is a legal contract so it's different than a rate or a fee schedule. He said he would be cautious.

Mr. Orr said that when an agreement is up for negotiation they should apply to CPI as a matter of fairness for fees.

Mr. Sooter said that some of these leases are re-negotiated every 35 years.

Mr. Leither asked Mr. Orr if he knew of other leases that run on a yearly CPI adjustment schedule.

Mr. Orr said that in real estate there is a CPI or step increase, whichever is greater and that as they are negotiated. Every time there was not a CPI adjustment then the entity with the lease would lose money. If there is a CPI or a step increase, there would be appraisal and then the negotiations would begin again. He said that it would take a long time to implement but it would be a reasonable policy to pursue.

Mr. Hamilton said that he would like to make this a policy.

Mr. Leither said that Mr. Emerson said last week, as someone who has worked on City leases, that it would be a difficult requirement to change to a yearly CPI adjustment. He said it makes sense to put a clause in the agreement, but the process sounded cumbersome.

Mr. Sooter said that if there's a requirement to adjust the CPI then it must be done annually for each individual lease.

Ms. Hall said that she had talked to some one in the Lands Management Department, and he said it was highly unusual. There is a mechanism when a lease comes up, say every 5 years to look up the

value of the property and adjust the lease accordingly to make the adjustment.

Mr. Orr said he wanted to make the point that the Goldbelt Tram was appraised in 2012 for \$272,000 and 13 years later it was appraised again and it's still \$272,000. He said he does not have a lot of confidence in the appraisal that they have received on their leases. He felt that this was an administrative burden that Docks and Harbors could handle.

Mr. Hamilton said that if the Board was not consistent with CPI it could lead to problems later.

Mr. Leither said he didn't feel he had the whole picture as this lease is quite small. He said his inclination was to let this one continue but moving forward he would like to look at a policy.

Mr. Sooter said he agreed and that CPI adjustment in the private world was common, but as far as the City goes, it's not as common.

MR. HAMILTON MOTION TO APPROVE THE NEW 35-YEAR LEASE WITH PETRO MARINE FOR TIDELAND PROPERTY ATS 857, PENDING APPRAISAL WITH A CPI ADJUSTMENT.

Mr. Leither objected and asked for a vote.

All those in favor: James Becker, Clayton Hamilton, Robert Horshover, Nick Orr, Mark Ridgway

Not in favor: Matt Leither and Shem Sooter.

Motion passed.

Mr. Leither requested that this be part of a policy discussion at the next Operations and Planning Committee meeting.

I. NEW BUSINESS

9. FY2027 Docks & Harbors Budget

Presentation by Port Director

Mr. Uchytel gave an overview of the budget and talked broadly about the listed expenditures, funding sources and fund balances and then there was a list of questions that he said he would answer. There were two budgets presented, one for Docks and one for Harbors.

On the Docks budget, notable was that there was a proposal to move over \$2.4 million out of the Docks enterprise fund into the CBJ general funds. They will be collecting about twice as much money from the cruise ship operations. FY27 shows that \$2.4 million transfer. The Docks enterprise shows that there are more costs of 20% for salaries than they have in payments because they have part-time limited positions that are vacant. Therefore, their budget was typically higher than their actual. The proposed budget includes all the part-time limited and FTE staff for a total of 19.73 FTE, but they only pay about 80% of that, not because of turnover but because they have vacancies of part-time limited staff. They anticipate spending less than they have budgeted for. The assembly will not be taking up any funds from FY26 so to look at cost of the proposed budget they looked at FY25. It's different in the Harbors budget as the staff there are year-round employed versus the (15) part-time limited staff who are employed seasonally.

For funding sources, fees are doubling because we are charging \$7.15 per lower berth which will be a bigger windfall. Interdepartmental charges, he said, are what we charge CBJ for the counting of cruise ship passengers. Investment is how the Finance department tracks and invests our fund balance. That account is not touched. They don't change many of their personnel, so they have 19.73 FTEs. In the consent agenda, the Board agreed to delete a part-time limited position and create a FTE Harbor Officer. That doesn't change the FTE but would change the personnel cost.

Mr. Horchover asked if the \$2.4 million was going to be regular pay out to the Assembly.

Mr. Uchytel said yes.

Mr. Orr asked if \$2.4 million is roughly the fee increase or is it more than the fee increase.

Mr. Uchytel said that it's less of the fee increase and that they also won't get marine passenger fees either into perpetuity. Every January, Docks and Harbors ask for monies; to help with maintenance of the buildings, extra costs associated with cruise ships. It's been \$770,000 typically but they will not be getting that amount anymore.

Mr. Hamilton asked whether they were paying \$2.4 million out to the city but they were also seeing a 24% increase in their total funding sources (page 69) so that Docks will be making more money.

Mr. Uchytel said that they are trying to keep it status quo by saying this was where they were in 2025 and this is where you will be at the end of FY27. Docks will never be in the deficit, and the Finance Director is looking to reduce the CBJ general fund deficit by taking that \$2.4 million.

Ms. Hall added that the Assembly's intent was that they were not charging as much as the private docks were charging so there was an ability to increase the revenue by making that equal. That was the initiative the Assembly wanted when they raised the docking fees so that everyone could benefit, including Docks and Harbors.

For Harbors budget, Mr. Uchytel explained that their staffing doesn't change. The biggest change for the Harbor's budget is the state shared revenue which is about \$450,000 which is the fish tax. In FY27, they won't be receiving that amount. Mr. Uchytel went line-by-line over the Harbors budget. Their goal in the budget was not to overspend. \$2.6M was what they were recommending for expenditures and for the support of capital projects, so they built up whatever profit was revenue over expenditures. Within their fund balance they'll pull from the fund balance for projects for this fiscal year. That's \$2.8 million for the 20% local match for the drive-down float. That's \$600,000 of their commitment for the breakwater feasibility cost analysis and \$300,000 for the Little Rock Dump, secure storage. They're proposing for 2027, \$2.225 million as money that's being transferred to the CIP list for the current fiscal year. They're recommending \$2 million to go towards the new Aurora Harbor office and \$225,000 for efforts to get the design going for the North Douglas launch ramp. After 2025, they had \$4 million and moved \$3.7 million out and are projecting \$2 million again at the end of 2026 due to revenues. At the end of 2026 he was anticipating that they would have \$1.2 million in their fund balance. The Finance Department has said that they should have at least 3 months of operating costs in their fund balance. Funding sources included: charges for services, such as moorage fees, licenses and permits, loading zones, passengers for hire floats, rentals and leases, etc. The Huna Totem lease is currently being handled at the City Manager's office and has not been included. There's language in the lease agreement that may allow Huna Totem to defray the cost for their first year. Eventually, they are expecting all the leasing cost for Huna Totem to come to Docks and Harbors.

a. Board Questions

Mr. Leither asked about the loss of the fish tax and wondered when and how that happened.

Mr. Uchtyl said that was not statutory, rather it was a way for the Finance Department to say that it was a way to reduce the deficit.

Mr. Leither commented that it was a curious process that was done without elected representatives.

Mr. Uchtyl said the Assembly approves their budget but that they approve every department budget, so they go through every line item.

Mr. Hamilton asked Mr. Uchtyl to speak about the variability of the Harbor budget vs. the Dock budget.

Mr. Uchtyl referred to a list of questions sent earlier by Mr. Hamilton. Question (1) asked: What was the anticipated increase in electrical use in the Harbor? He said in harbors the electrical cost was 20% higher whereas on the Docks side it has stayed the same. Mr. Uchtyl said that in 2025, electricity was \$145,000. In the current year and 2027 they are projecting \$172,000. Staff has looked at this number and doesn't want to underestimate their usage. It's a good faith effort to estimate what they will be using in the future and those costs.

Mr. Hamilton said that he was looking at the past arguments for the 9% rate increase and looking at the fund balance that is under \$2 million projected loss. There was no benefit to coming in under the budget, there is a cost coming in over. He said \$30,000 was a lot of wiggle room.

Mr. Uchtyl said that if you look at the previous year's fund balance there's \$4 million or \$2 million and those are actual numbers. They're projecting forward for the budget so that they can feel confident about their revenues exceeding the expenditures.

Mr. Leither said that with the 9% rate study they weren't just looking at their budget number for future projections, they were looking at past actual expenditures that are going into capital improvements.

Mr. Creswell asked to speak at Docks vs. Harbors electricity. At the Docks side, he observed that the Port Field Office float has two power pedestals and on the IVF float there are 8 power pedestals. There's also some various basic lighting down on the docks. At the Harbors, there are 1,200 slips, some of those are transient and all the extra offices and extra facilities include the Auck Bay Marine station and Auke Bay loading facility. The power needs in the harbors were greater than the power needs at the docks.

Mr. Hamilton said he understood why the harbor's budget was a lot bigger, but he didn't understand why it has changed some much. He said it was helpful to go back to the information that they got a few months ago that shows 2020-2026.

Mr. Creswell said that 90% of the harbor's electricity is versus 10% at docks. If they have a cold winter, with extreme power use that 90% would be at a greater magnitude than the 10% at the Docks. There would be more variability potentially for higher power bulls in the Harbors than at the Docks.

Mr. Hamilton asked Mr. Uchtyl why Docks doesn't see the need for extensive repairs like Harbors does.

Mr. Uchtyl responded that's because they are different. When staff look at repairs for the Port, the supervisor doesn't have any major repair projects. For Harbors, they look at the need for grading Douglas Harbor, recovery of a sunken vessel, lights needed for Douglas Harbor, repairs to the North Douglas launch ramp, etc. The big numbers they have in the budget are for contractual services, materials, commodities and repairs. Mr. Creswell was correct in saying that there's not a lot of repairs that the supervisor needs at the Port. That's why there's a difference between the two enterprises.

Mr. Hamilton asked if there was a large repair needed in the Harbor.

Mr. Uchytel explained, yes, they need to re-grade Douglas Harbor that's about \$100,000, they need stairs at the grid. There are projects that they have lumped into the contracts, commodities and repairs.

Mr. Uchytel referred to question (2) "why [our] fleet replacement went up dramatically" with both budgets. In item 5362 of the budget, they have a complete reserve that was a lockbox. They can choose how much money goes into the fleet reserve that was both in the Docks and Harbors budget. This year has gone up due to the Conolift at the Auke Bay Loading Facility. They had money that they got from a grant and then used another portion from expenditures. They also have a need for a new front-end loader in FY2028 so that their plan was built into the budget for these expenditures.

Mr. Hamilton asked if the fleet fund was like a replacement reserve fund for materials that they would get to move as they please. He thought in past years the fleet replacement reserve was for harbor trucks specifically.

Mr. Uchytel said yes, that's correct. There is a spreadsheet of about 20 or more items that include snowplows, trucks, front-end loaders, and there's a schedule for boats or skiffs. The Finance Department requires us to have money for our fleet reserve.

Mr. Hamilton asked if Mr. Uchytel was saying that in 2028, they could expect that his spreadsheet would drop back down to the \$20,00-\$30,000 range. Looking at the range, he said it was low at \$20,000 and then it jumped up to \$107,000. He said he didn't understand the cost unless it was a one-time expenditure.

Mr. Creswell said it was a one-time expenditure because they had to purchase a boat trailer and that had not been budgeted for. Also, a loader was a cost that they split between docks and harbors.

Mr. Hamilton said that these costs have made some big jumps. Costs appeared steady for the last 5 years and then they don't.

Mr. Uchytel said for the question (3) the current year for repairs, they have only spent \$15,000. In 2024, they budgeted \$200,000 but only spent \$81,000. They put \$190K as a marker so that if they need to, they have those funds available to spend. If it's not spent, it goes back into their fund balance.

Mr. Creswell said that if they were to look at Docks vs. Harbors for repairs, the Docks have newer equipment whereas Harbors has older equipment.

Mr. Hamilton asked if the re-decking project was going to come out of other money.

Mr. Creswell said that he could not speak to where the funds would come from for that project, but they have the money budgeted.

Mr. Hamilton said none of these figures are accurate. He asked Mr. Uchytel if he could tell him what the real expectation of revenue and expenditure would be.

Mr. Uchytel responded and said that he has come before the Board in the past and said that 90% was baked in. 10% was where adjustments were made such as repairs, commodities, and contracts. Those are the three big areas that the Board has influence.

Mr. Uchytel said the fourth (4) question was a request to speak about the significant increase in bank card fees within the Harbor budget. The bank card fees are what they incur for accepting credit cards. Staff have about 15 credit cards and amounts spent are allocated to whatever was purchased. The

fees are a processing fee.

Mr. Hamilton said he misunderstood and thought Docks and Harbors were paying the fee to have cards.

Mr. Uchytel said the next question had to do with why the category of programs and equipment went up to \$5000 for harbors but it went down \$5000 for docks. He said that was for safety material.

Mr. Creswell said that that's for uniforms and safety equipment (item 5480). Mr. Hinton went through and made a big purchase as they had a lot of new staff.

Mr. Hamilton said that he was speaking to item 5491 Safety Programs & Equipment.

Mr. Creswell said that those are for purchase and upkeep of fire extinguisher purchases, services, any non-personal safety equipment, and the on-the-shelf safety gear.

Mr. Hamilton said that his question was about discrepancies and that he didn't understand why Docks went down \$5000 and Harbors went up. He didn't understand how they draw the lines between the two budgets.

Mr. Creswell said that it was probably because they had a decrease in actuals and that he would need to have a closer look at the budget with Mr. Hinton to see what their projected needs were.

Mr. Uchytel said that the next question was regarding office supplies and why they look smaller on the dock's budget. He said that this office was 50% Docks and 50% Harbors. The Port Field Office is 100% and then their two harbors are 100% of the Harbor's budget.

Mr. Uchytel responded to the next question (5) of what does advertising entail for the harbors. He said that it is mostly the Juneau Empire that they are required to advertise for any type of contract, all the vessels that go to impound. The Assembly was looking at changing that requirement for general circulation, for advertising for Docks, it's a small amount.

Mr. Uchytel answered (6) that the difference between business travel and training was that the Finance Department is removing business travel so that it won't show up on the budget. It will just be called travel and training. Seeing as how most of the associations business effects the Docks area that will be moved to the Docks budget. Currently they have three major memberships, the American Association of Port Authorities, the Alaska Association of Harbormasters and Port Administrators, and the Pacific Coast Congress of Harbormasters and Port Managers. Of those three organizations they have \$24,000 in annual costs. Right now, those costs are split 50/50. The American Association of Port Authorities strongly supports topics that support harbors, such as the PIDP grant which is lobbied by the AAPA and is not lobbied by the AAHPA which is the Harbormasters Association. The WRDA which is the Army Corps of Engineers funding and the AAPA also benefits our harbors. He said that was why they treated these as a 50/50 split.

Regarding a question about the specialty and property, Mr. Uchytel said that it had to do with their insurance and that the amount jumped up from 2023 and then in 2024 it went down. This year it spiked up and then next year he anticipated that it would go back down. Those are numbers that Risk Management gives to the Finance Department that indicate that this is the Docks or Harbors Enterprise number.

Mr. Hamilton asked him to explain that 90% amount.

Mr. Uchytel said that, for example, they buy into an insurance premium that takes care of a sunken vessel that damaged their infrastructure. That is a payment that they would make through the insurance that they're paying and that's what Risk Management cost. They manage all the insurance

for the City. It may appear that they pay more into it than they get out. Docks and Harbors have been asking them if they would consider the salvage and disposal of the 58-ft seiner as an insurance claim.

Mr. Horschover asked if it was like a co-op and whether it was like a commercial insurer that they are paying a premium.

Mr. Uchytal said that the city does self-insure certain things, like the marine surveyor who came down during the snow was employed by Hartford Insurance. He said he doesn't know specifically how it works but he would be happy to invite the Risk Manager to come in and they could ask them questions.

Mr. Sooter said that Docks and Harbors have assets of \$250 million and that the insurance cost is \$300,000 a year. He felt that there was not much to pay.

Mr. Uchytal said the next question was who assesses their liability with the City and could the Board get some input on how they are assessed. Mr. Uchytal said that they could again ask the Risk Manager in to answer some of their questions. He said he didn't think there was an avenue to protest insurance costs.

Mr. Uchytal read the next question (8), saying, "Could you provide a review of the proposal increasing for contractual services?" In the past 5 years they have been at or below the \$300,000 value and the closing amount of \$350,000. The contractual amount is based on what the insurance people say, for example for damage to floats, they will pay. They are asking them to pay for a vessel that is uninsured which will be more than \$200,000. If items are approved from the CIP, they have the flexibility to operate nimbly and address some of their projects, like the Rock Dump storage, the repairs needed at the North Douglas Boat Harbor and the grading needed at Douglas Boat Harbor.

Mr. Uchytal read the next question (9), "Could you please review the heading "full cost allocation?" He replied that it was paid to City Hall, which includes services received from the Finance Department, help with the budget, services they get from HR, etc. That amount is treated 50/50 for line 5394 on the Docks budget.

Question (10) asked to "review the line items in the Docks budget, "all other workforces?" Mr. Uchytal said they run reports through a system called Questica and this was the report that was published today. What Mr. Hamilton is asking about is last week at the Ops meeting there was a line item that was for the Docks Enterprise called "all other workforce" and it was on the expenses for \$370,000. It didn't show up in this week's report, because it's a credit to Docks Enterprise coming out of the CIP budget. Mr. Uchytal asked Ms. Narum to explain.

Ms. Narum said that Stevie, who works on budget analysis, was much more versed on the program navigation so she may have been capturing a few different line items. This report captured transfers out of the general fund and out of the Dock's CIP's budget. She said that she thought it was capturing their main operational expenses.

Mr. Uchytal read question (10) "These [There are] huge increases in the budget associated with staff salary and benefits; Are these reflective of a one-time renegotiation or do we need to plan for continued increases of this magnitude?" He answered that Docks Enterprise amounts are a full account of every FTE, every part-time limited person coming in for every shift. There's a 20% over budget amount reflected at the end of the fiscal year in the Docks budget. For the Harbors budget, there was a 5% increase to all wages last year and so from the actuals for Harbors should be closer to the amount reflected in the budget. Last week, the Board approved one FTE be changed to bring on a benefited full-time or seasonal Harbor Officer in lieu of a part-time limited staff with the new cost of about \$35,00025,000.

Mr. Orr asked, looking at page 61 of 68, if it was accurate that personnel service was down -2.5% on the variance analysis and 3.1% on Harbors.

Mr. Uchytel responded that it was a decrease of 3%. Looking at personnel services, last year it said it was \$1.789 million and it's been updated to \$1.66.

Mr. Orr said so this is proposed for FY27 vs. FY26 amended.

Mr. Uchytel said that the 3% increase sounded accurate.

Mr. Hamilton asked if the amount included bonuses.

Mr. Uchytel said nobody at Docks and Harbors gets performance bonuses. The bonus is based on the MEBA negotiations for a 5.21% increase for this upcoming year. He had never seen the term "bonus" before. It was \$2000 for this past year.

Mr. Orr requested to follow up on his question that Harbor's personnel costs went down 2.5%. He was more concerned about the variance analysis.

Mr. Uchytel said that he couldn't say for sure what the 2.5% was but could get back to Mr. Orr.

Mr. Creswell said that they had a tenured employee that left so there was a vacancy.

The final question (12) was, "What equipment are we renting for an additional \$10,000 a year. Why isn't this increase similarly reflected on the Docks budget?"

Mr. Creswell said some of the rental equipment that they rent includes boom lifts, scissor lifts, and loaders for projects. Recently they spent \$13,000 on loaders that were needed during the snow season. They try to foresee their usage and that way they can use rental equipment.

Mr. Uchytel said that they are finally at a point where they have recapitalized all our Harbor floats. He said they were conservative in the budget and that didn't increase the revenue. He didn't plan on every slip on the north end of Aurora to provide income because it's not available. Eventually they will see more revenue for moorage and thought they were in a good place. They will lose part of that revenue that they got from the fish tax, but they'll always have money but not to the extent they have had in the past. They know they will need to recapitalize the timber dock along the Seawalk. They know they'll have other major expenditures but that they can maintain the facilities they have. They have sufficient budgetary authority to make the repairs that they need.

b. Public Comment-None

c. Board Discussion/Action for the Dock's Budget

Mr. Hamilton asked the Board if there was any appetite to move some of the small shared expenses to Docks. He said that Docks make money and that Harbors was in the business of providing a service. Docks were safer now that they were sending money to the City so that justifies their role in the community.

Mr. Leither asked Mr. Hamilton if he had specific examples. He said he heard from Mr. Uchytel that the budget passes the test, and he didn't they the Board could go beyond that.

Mr. Hamilton said he had staff positions that are split 50/50 that the Board could review. He thought there were some staff that could be moved to Docks. Docks make money and they will have over \$5

million in the next fund reserve, and Harbors has paid out for some projects. He said he likes to see some of the shared expenses moved to docks to make a safer operating environment for their harbors.

Mr. Orr said that the Board could explore making it one fund versus moving \$10,000 from here or there. If the Board makes it one entity that's something that they could talk about later.

Mr. Leither said that it's an interesting question to combine the two, and in the past, he has been opposed to that. He said that he said the staff has done a good job on the budget and he trusted their judgement.

Mr. Ridgway said that he agreed with everything he's heard from Mr. Orr and that combining the two budgets should be at a later meeting.

Mr. Sooter said his opinion that he liked that the two budgets were firewalled but if he were asked to put everything into the Docks budget, he would want a valid reason to do it. He said he would be willing to explore the idea later.

MR. ORR MADE THE MOTION TO APPROVE THE BUDGET AS PRESENTED FOR DOCKS AND ASKED FOR UNANIMOUS CONSENT.

Motion passed unanimously.

a. Board Discussion/Action for Harbor's Budget

Mr. Leither said that there was a lot of talk that involved both Harbors and Docks, and how some people are frustrated about the City taking the marine passenger fees or the dockage fees. He said it makes sense to him as tourism hits most of Juneau and those costs will support everyone's efforts. The Harbor Enterprise has made a huge effort to be fiscally responsible and to have a budget that makes sense. He wondered about other departments that have enterprise accounts and asked Ms. Hall, do they also give money to the city. He was concerned that Harbors will not be getting the fish tax this year because the Board and staff work hard to make themselves fiscally responsible. He hoped that that was not hurting us in the end.

Ms. Hall said that she would be willing to take another look at that with finance and get back to them. She wondered why the fish tax didn't come before the Assembly and will bring that back to the Board.

Mr. Leither said that the tourism industry affects the whole City. He felt that the people who use the harbors are paying the fish tax and they depend on it to make their living so that was a different situation.

MR. LEITHER MADE THE MOTION THAT THE BOARD APPROVE THE HARBOR BUDGET AS PRESENTED AND ASKED FOR UNANIMOUS CONSENT.

Motion passed unanimously.

J. ITEMS FOR INFORMATION/DISCUSSION:

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

Presentation by Port Director

Mr. Uchytel said that the American Society of Civil Engineers (ASCE) asked for a donation of their

engineer's week banquet. They asked for a launch ramp permit donation.

a. Board Questions

Mr. Leither said that he said in the past that a permit was given to the Territorial Sportsman as they had played an intricate part in their functioning harbors.

Mr. Uchytel said that is true and that they have also given a permit to Backcountry Hunters & Anglers. He said that on behalf of the ASCE they have received awards from them for projects on our harbors projects.

Mr. Orr said that he felt that the Territorial Sportsmen permit was dumped back into the community, but it seems like with the ASCE they don't put any money back into the community. He understood that the relationship was important to Docks and Harbors, but he'd like to see it go into the Juneau community. He would like to see that they demonstrate that they spend money locally or in the State of Alaska.

Mr. Hamilton said if he brought a Boy Scout Troop he could get a launch permit. Do they give them to certain nonprofits.

Mr. Uchytel said that they could have a policy that the Board adhered to.

Mr. Orr said that the discussion got side-lined at the retreat and that he would like to see these cooperations demonstrate how they spend their money in the community or was the money going to the national organization.

Mr. Hamilton asked Mr. Orr if he would feel good about donating to a local organization.

Mr. Orr said yes, if they could demonstrate some kind of connection to the harbor. He said it would be a good conversation to have later.

b. Public Comment

c. Board Discussion/Action

Mr. Hamilton said why not make the motion be that he would support a launch ramp permit and all other launch ramp permit applications for local nonprofits.

Mr. Leither and Mr. Sooter both said they would not support that motion.

Mr. Orr asked that they put this on the agenda for the next Ops Committee meeting.

MR. ORR MADE THE MOTION TO APPROVE A DONATION OF A CBJ LAUNCH RAMP PERMIT TO THE AMERICAN SOCIETY OF CIVIL ENGINEERS FOR THEIR ANNUAL ENGINEERS WEEK BANQUET AND ASKED FOR UNANIMOUS CONSENT.

J. ITEMS FOR INFORMATION/DISCUSSION:

12. North Douglas Launch Ramp Improvements - Update

Presentation by Port Director

Mr. Uchytal said that page 67 of 68 was a letter he had sent to Mr. Gregory Weinert with DOT right away from the aerial view of North Douglas. At the Board retreat, the Board made this a priority. There are 4.6 acres of tidelands and 30,000 square feet of Docks and Harbors property where the launch ramp is located. Everything else is DOT right away. They had a meeting held with ADOT and the CBJ Engineer and they are willing to convey all the property that is needed for this project. On the last page there a conceptual drawing shows the design for a 100 truck and trailers, 313,000 cubic yards of fill. ADOT was willing to work with them to convey the property that is needed to move the project forward. The only request that ADOT has is that they want the property underneath the Juneau Douglas Bridge. He said that this was good news and that he would bring something forward next month as a resolution to start acquiring the tidelands from and, who is also very supportive of the project.

a. Board Questions

Mr. Horchover asked about whether ADOT wanted to do a land swap for the property underneath the bridge.

Mr. Uchytal said they want the land directly underneath the bridge that CBJ owns. They would like to have the official authority to manage what is placed underneath the bridge.

Mr. Hamilton asked how this project would work and whether they are laying the groundwork for a project.

Mr. Uchytal said he didn't have the CIP list in front of him, but the Board prioritized this project and it's in the Assembly legislative priorities. They could move forward as quickly as the Board wants, subject to funding.

Mr. Leither said that he realized they are going forward with projects that have funding and asked what the cost would be for this project.

Mr. Uchytal said an estimate for the 100 trailers pre-covid was probably \$10 million for half that but thought that now it would be about \$20 million. He said he has met with the Kensington Mine General Manager over the years and that they have discussed an excess of waste rock so there are opportunities to become partners to provide some of the fill.

Mr. Horchover asked whether the rock filling from Kensington was included in the \$20 million estimate.

Mr. Uchytal responded that in the 2020 budget, pre-covid, those numbers are a rough amount with filling coming from a quarry. He said that since covid, things have doubled in cost. It would not be the size of Statter Harbor, but it could reduce the amount of whale watching traffic in Auke Bay. We're also looking at working with the Alaska Association of Harbor Masters to increase the amount that DOT can provide for any harbor grants from \$5million to \$7.5 million.

b. Public Comment-None

c. Board Discussion-None**13. Harbors Enterprise Snow Response – December 2025/January****Harbormaster Presentation**

Mr. Creswell said there were some questions emailed by a Board member about snow removal and a SOP. Question (1) What is the order of priority for cleaning the entrances of the ramps? What is the priority of cleaning the main fingers of the harbor? He answered number 1 was the parking lot entrances, 2 was the parking lots, 3 dock ramps and floats. Number 4 all ramps and associated parking lots. The order of priority was structured to create accessibility from largest to smallest to limit the areas from blockage.

Question (2) How much did the big snowstorm cost? Mr. Creswell told the Harbormaster Conference that he could track how much a snowstorm costs down to the inch and the Board member would like to know how much the snowstorm costs. Mr. Creswell said this would take extensive work with the National Weather Service to get every day's snowfall. That amount would need to be calculated based on what was received at the airport for each day and then extrapolated for all his work orders for every day and applying it to that. He said it could be done but not something he's had time to do.

Question (3) The Board member would like to see the tracking information for time plowing versus time spent clearing snow on the dock. They track time and total equipment usage but do not track snow removal costs by location.

Question (4) What is the order of priority for clearing the entrance to the ramp? What is the priority for clearing the main fingers of the harbors? While the big snowstorm was admittedly unusual, this last storm similarly resulted in a nearly impassable entrance to Douglas ramp. This state of affairs lasted at least through the next day and as a former EMT, I do not think it was passable to a stretcher. Mr. Creswell asked if that would be for the snowstorm Sunday night, Monday morning or this week.

Mr. Hamilton said yes.

Mr. Creswell said that Ms. Thrower said the response over this last round of snow, January 25-26, needed improvement for snow accumulations estimated over a few inches. The crew should have been in at 6 am to start on snow removal prior to the morning traffic and essential access on all floats done by noon. Their crew fell short and the snow removal was not completed until the end of the day. They were 4 hours behind schedule. Their standard for passable walkways is that it would be passable for a stretcher via a snowblower. Ms. Thrower was on leave, and her crew had somebody who was on call, went to bed at 9 pm and the winter weather advisory did not go out until 9:55 pm and then there was an upgraded winter storm that went out at 5:16 am. The person downtown went to bed before the weather was forecast and they were late for the snow removal that happened on Monday night.

Mr. Hamilton asked if that was an anomaly and whether that would ever happen again.

Mr. Creswell would never say it won't happen again because things happen, things change but

normally the downtown crew begin work at 6 am on snowy days.

Question (5), Not to be too blunt, but are the other harbors better cared for than Douglas? Because Douglas is mostly ignored. The restrooms (generous term) are simply never cleared, and the main float takes over a day to clear, last big storm the main finger was almost under water, pulling an adjacent house boat down at the corner, this lasted for over a day until I called the on-duty officer.

Mr. Hamilton asked Mr. Creswell to read the question again, saying he wanted to have it read correctly.

Mr. Sooter asked Mr. Hamilton if he could have some decorum and wait his turn.

Mr. Hamilton said he would like to correct Mr. Creswell.

Mr. Creswell read the question and said that Douglas has been and will always be a priority. The float referred to was 75% cleared of snow at the time that the request was made. It was not fully cleared because the houseboat patron left lines under the snow that kept getting caught up in the snow blower. He had conversations with the patron about the issue with the lines and the completion of the snow removal was already on the project list prior to the phone call.

Question (6) What is the amount of time within which we can expect snow removal to occur on the main fingers? Mr. Creswell asked if Mr. Hamilton meant the fingers between boats because those are the responsibility of the boat owners. Mr. Hamilton said no, he meant head walks. Mr. Creswell said depending on the rate of snowfall, this begins around 9 am and completion should occur between 12 and 3:00 pm. This would depend on the snowfall rates and additional demands on time from sinking vessels.

Question (7) What is the amount of time within which we can expect the entrance to the harbor to be cleared? Mr. Creswell said that it depends on the amount of snow and he could not give an exact time.

Mr. Hamilton said he was curious about the entrance to the pedestrian entrance to the ramp.

Mr. Creswell asked if he was talking about the gangways. For snowfall rates under 4", the entrances should be cleared by 7:30 a.m. For snowfall rates over 4" they should be cleared by 9:30 am.

Question (8) Finally I'd [the Board member] like to ask if we have gotten any feedback and guidance from the City regarding our responsibility to keep the entrance and walkways clear. Am I correct in presuming that the harbor is just as liable as any condo association for keeping its entrance ice clear and passable? Mr. Creswell said that would be question for the Law Department and he did not have that answer.

Question (9) In light of the nearly \$30,000 increase in equipment costs and the \$70, 000 increase in our fleet maintenance costs, does the Harbormaster's Office have any opinions regarding hiring a contractor to do the snow removal? In terms of cost? In terms of timelines? Mr. Creswell said not at this time, but it is something they could explore.

Question (10) Is there any reason we could not try alternate strategies at different harbors? Mr.

Creswell said no there isn't.

Mr. Hamilton said that he would like to make a motion to direct the harbor to prioritize gangway entrances because there's a lot of older pedestrians down at Douglas Harbor.

Mr. Leither asked what staff priority he is proposing that he would like to take staff away from.

Mr. Hamilton said he thinks staff spend too much time on loaders and plows when they really need access for emergencies. He said that the gangway entrance should be the priority.

Mr. Orr said they do the parking lot, then the gangway and then they do the head walk then the fingers to the floats. He said that made sense to him for emergency personnel. It didn't make sense to do the gangways then the parking lots.

Mr. Creswell said they would be getting heating mats for the top of the gateway column to keep the snow from building up and the weight off. The parking lots doesn't mean completely clearing the parking lots. They make the parking lots passable and as accessible as possible. Each of the parking lots is different. They have a SOP for snow and it's very general as every storm is different.

Mr. Leither asked whether Mr. Hamilton was looking for what to expect at different times. Mr. Hamilton's questions about the process feel accusatory to him. He said that he thought Harbors had done a great job.

Mr. Horchover said he had sympathy for Mr. Hamilton as this snowstorm caught a lot of people by surprise and it was chaotic. He said that he noticed people at Aurora and Harris of people dumping snow from their boats onto the docks and the docks almost sunk. He would like to suggest cleaning off the ramps as one foot doesn't do the job that the two by two and making all the ramps uniform. He also said that the non-skid gratings are great and that should also be standard in all the harbors. With security gates, he would like to see a 3-foot awning to help protect the entrance gate and access despite what the weather was doing.

Mr. Sooter said that he will sometimes leave sidewalks to get the parking lot done first that way he can't get to his snowplow as traffic moves in. He then will do the sidewalks.

Mr. Hamilton said that he wasn't saying that anyone did anything poorly, he was saying it's a poor situation. He was concerned and not embarrassed to bring it up. He wanted to hear about their liability for impassable entrances to the docks. He would like the priority to be a pedestrian area not just a parking lot. He asked the chair to bring the Douglas snow removal and parking lot maintenance to the next Ops. Meeting to discuss.

Mr. Creswell said that if they wanted, they could make changes immediately.

Mr. Hamilton asked if they could hire Carver construction to run their loaders to remove snow.

Mr. Sooter said that they would have to put it out to bid.

Mr. Uchtyl said that Carver Construction is a term contractor of theirs and they didn't respond.

Mr. Leither said that everyone was overwhelmed during the last snowstorm. He said those companies were working 16 hours a day and none of them could come to their aid.

Mr. Sooter said the topic would be moved to the next Ops meeting.

a. **Public Comment-None**

b. **Board Discussion-None**

14. STAFF, COMMITTEE, AND MEMBER REPORTS

15. Assembly Liaison Report

Ms. Hall presented:

- The Assembly had a regular meeting on January 12 and work session with Juneau Legislative Delegation on the 22nd. They had updates from the CBJ DC lobbyists, mainly on the flood response. They also had updates from Senator Sullivan and Senator Murkowski's office, Senator Kiehl, Representative Story and Hannon. They heard from CBJ State lobbyist, Kevin Jardell, which provided an opportunity to ask questions.
- The Committee as a Whole meeting was held on January 26th and was dominated by an Eaglecrest discussion. There will be a joint meeting between Eaglecrest and the Assembly on March 4th to delve into the proposed switch-up in their Board structure. She had a tour of the Mendenhall Wastewater Treatment Plant this week and saw the aging infrastructure and with their fiscal reality, everyone is looking at whatever they can do.
- There is also a citywide survey out responding to fiscal priorities that she had hoped that everyone had an opportunity to complete.
- Ms. Hall thanked Docks and Harbors and said that the snowstorm was phenomenal and that staff were working incredibly long hours as boats were sinking. It made national news and she said that it was a heroic effort that they put forth.

Mr. Horchover said that what he understood was that they estimated \$100 million was the cheapest option for flood control.

Ms. Hall said that she wasn't 100% sure and that they would be looking for an appropriate solution for that and getting funds to address the flood zone.

16. Visitor Industry Task Force Liaison Report

Mr. Sooter presented:

- They got the Juneau Tourism Survey report back which was 54 pages of information about the sentiments of the community. 31% said tourism had a positive impact and 10% said negative. 39% said that it was both positive and negative and 18% said that tourism had no impact at all.

17. Harbormaster Report

Mr. Creswell presented:

- Abandoned vehicles have been collected after the snow melted.

- Special Douglas Harbor parking lot: They are working through as quick as they can.
- National Guard Dock has two gangways that must go through the gate. One goes down to the float, and the other one was a straight transfer gangway. These are pile supported structures. The 70-foot gangway going down to the floating dock pulled away and broke away from its moorings on the upland side. They assumed that that was from snow but will go down and investigate further. Mr. Sill and Mr. Creswell had a meeting before the Board Meeting to figure out a plan to get the 70-foot aluminum gangway salvaged. It wasn't serving any purpose.
- There was a complaint from a patron about pigeons being fed on a boat and they have been working to remedy that situation.
- North Douglas Launch Ramp has a sinkhole due to a failed culvert. It started on the other side of the highway and came under the highway and drained out towards Fritz Cove. They have shut down the North Douglas Launch Ramp for the time being and are working with DOT next week to assess the issue. They will be coming up with a short- and long-term repair plan.
- They brought a few seasonal workers back to help with snow removal, and they have since let them go. They brought one seasonal back because they realized they needed them for derelict and sunken vessel disposal. They brought back Mr. Sean McKeown.

Mr. Hamilton asked if they got any bids for the disposal of the FV Julie Ann.

Mr. Creswell said the FV Julie Ann, which was on a seiner on the H-Float, slip 20, was supposed to open on Wednesday, but they extended it for a week because of questions from the contractors/bidders. It has been extended through February 4th.

18. Port Engineer Report

Mr. Sill presented:

- Aurora Harbor, Phase 4 - The electricians worked through the worst weather. Now that the storm has melted, the plumbers have showed up and begun their job. Harri's Plumbing is fusing up the water and fire lines. The electricians are working on all the pedestals and they've got wires pulled. Western Marine Construction is largely done, and they have a little item for refurbishing the gangway. The H-Float that the FV Julie Ann was hanging off was inspected and there was damage to that finger that the seiner was on. It's got a split waler, but the damage is not that bad. They are working on that area before they get hit with the minus tides in the next couple of days because they don't want the finger to come back and sit down on the seiner again. When the seiner came up underneath and that's when the floats were damaged. They have a plan to stitch those floats back together, so they are trying to get that repair done quickly.
- Taku Harbor - Trucano has most of the gangways and most of the aluminum and steel components in Juneau or on their way. They'll be mobilizing in the spring. They have asked them to make repairs to the Stockade Point float, and they have come back with a \$40,000 quote. They will try to make those repairs in-house as they think that is a lot of money. They thought what was driving the costs up was the use of their crane with a barge, but that wasn't a necessary expense. They will buy the timber and make the repairs themselves and if they can't do it themselves, they will find someone with a landing craft who can make the repairs.
- The Statter Harbor parking lot has calmed down, and they are putting up railing during the winter months. The roof is done on the Harbor Office.
- Secure storage project at the Rock Dump was advertised today for 3 weeks.
- Salvage of the FV Julie Ann was supposed to open later this week however, they have received a lot of questions about insurance requirements, and they are still working through some of those

questions. They have pushed the bid process out until the following week.

- They are in their second week of having a part-time limited Engineer in the office so that has been helpful and they are working on a RFP for the Steamship Dock inspection which they have funding for.
- They are working on a port camera project which also has been funded and the power needed for cameras on the intermediate vessel float.
- They have executed an agreement with a driller for the Statter Harbor Breakwater for the Geotechnical study. The Army Corp of Engineers are doing the study to rebuild the breakwater there in front of the Stater Harbor. Docks and Harbors put out the proposal to bid, and they have an agreement to begin in the spring to drill some holes and find out what was down there.

19. Port Director Report

Mr. Uchytel presented:

- Mr. Uchytel added that the geotechnical drilling company at Statter Harbor is planning to mobilize in May and will do some soil sampling for North Douglas.
- They received notice from CDD that the Planning Commission is going to consider a conditional use permit for Fly and Dive. This is the new facility that's being built on what we used to call Archipelago property. On the 24th of February, there is conditional use permit with the Planning Commission. They are adjacent landowners and have got a question asking the Board if they want to make a formal statement or stay silent as they will need a variance. It's a large building, 35,000 square feet. The zone there is 35 feet in height. The plan shows that the building goes right up to Franklin Street. The question before the Board was do they want to or want him to make any comments to the Planning Commission. They have one more meeting between now and the February meeting.

Mr. Orr asked if they were going to do bathrooms somewhere in that space.

Mr. Uchytel said we have a marine passenger fee request for bathrooms. There's a sketch for food carts in the Archipelago area with zero setbacks.

Mr. Horchover asked if there were any issues structurally or any reason why they can have those variances. He thought that 38-foot was the height requirement downtown. He said it sounded like they were making reasonable efforts to build what they want in the place where there are.

Mr. Leither said that he was picturing a wall-sized advertisement on the building and that may cause him enough reason to oppose the zero-set back. He said it was overwhelming to him.

Mr. Sooter commented that the hard thing about zero setbacks was that if maintenance was needed, they would need to burden their neighbor. He realized it's public property.

Mr. Leither said that it would make it more complicated if Docks and Harbors must repair the boardwalk.

Mr. Sill said that there was always the potential for development there. This plan is larger than what Archipelago had envisioned but it is a private parcel of property that wanted tourism development.

The Docks and Harbor has always accommodated others in that space so he couldn't currently see any harm that would have from this facility being built.

Mr. Sooter asked if they could think about it as they have one more Ops meeting before February 24th.

Mr. Leither said that by his count there were 4 items added to the Ops meeting and that 4-hour meetings were tough.

Mr. Uchytel said that they postponed the bid opening for FV Julie Ann until Wednesday February 4th at 2:00 pm. He asked the board if either next Thursday or Friday they could meet to have a quick noon meeting to approve the award so that allows them to weigh in before the Assembly has their meeting on February 9th. They think the bid will be more than \$200,000 dollars. Members said those days would work for them.

Mr. Uchytel said he had one more item to present. The joint meeting with the Assembly had been moved to Wednesday, March 18th. They will be presenting the budget for their approval. He wanted to put that on everyone's schedule and said that it should be on everyone's schedule as that is a normal Ops Meeting Day to meet. They will probably cancel the Ops meeting so that they can all attend.

Mr. Sooter said that Breckan Hendricks, the CBJ Municipal Clerk/Election Official, was looking for confirmation from Board members.

Mr. Leither said for the record he would be available on the 18th.

20. COMMITTEE ADMINISTRATIVE MATTERS-None

21. ADJOURNMENT at 8:45 pm



DRAFT-SPECIAL DOCKS AND HARBORS MEETING MINUTES

February 5, 2026 at 12:00 PM

Port Office Conference Room/Zoom Webinar

A. CALL TO ORDER by Mr. Sooter at 12 pm

- B. ROLL CALL:** James Becker, Robert Horchover, Matthew Leither, Nick Orr, Mark Ridgway, and Shem Sooter.

Absent: Tyler Emerson, Clayton Hamilton, and Annette Smith.

Also in Attendance: Carl Uchytel-Port Director and Leah Narum, Administrative Officer.

C. PORT DIRECTOR REQUESTS FOR AGENDA CHANGES-None

Mr. Horchover made a motion to approve the agenda.- Motion passed unanimously.

D. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS-No public members attended.

E. NEW BUSINESS

1. Bid Award Recommendation Salvage & Disposal of FV JULIE ANN (RFP DH26-042)

Presentation by Port Director

Mr. Uchytel said that bids were opened yesterday for the salvage and disposal of the Julianne at Aurora Harbor, H2O float. Two bids were received, one from Hanson Maritime Company for \$147,000, and one from Trucano Construction for \$236,000. Their estimate was \$200,000. Since the bids were greater than the \$100,000, the award must be approved by the Assembly. He recommended that Board make the motion as presented.

a. **Board Questions - None**

b. **Public Comment - None**

c. **Board Discussion/Action**

MR. BECKER MADE THE MOTION TO RECOMMEND THE ASSEMBLY APPROVE THE AWARD TO HANSON MARITIME COMPANY FOR \$146,865 FOR THE SALVAGE AND DISPOSAL OF FV JULIE ANN AND ASKED FOR UNANIMOUS CONSENT.

Motion passed unanimously.

F. MEETING ADJOURNED AT 12:04 PM.



City & Borough of Juneau Docks & Harbors Board of Directors

RESOLUTION NO. 2026-1

A RESOLUTION OF THE CITY & BOROUGH OF JUNEAU – DOCKS & HARBORS BOARD IN SUPPORT OF ADVANCING EFFORTS TO EXPAND THE NORTH DOUGLAS LAUNCH RAMP FACILITY AND THE EXCHANGE OF CBJ PROPERTY UNDER THE DOUGLAS BRIDGE FOR ADOT PROPERTY CONTIGUOUS TO THE NORTH DOUGLAS LAUNCH RAMP.

Whereas, Juneau continues growth and demand for trailerable boat owners to use one of six launch ramp facilities within the Borough accessing the marine waters for transportation and recreation; and,

Whereas, the North Douglas Launch Ramp, first established in 1957, has not had significant improvements since 1973 with the addition of a single lane boarding float; and,

Whereas, the dozen or so truck & trailer parking in the Alaska DOT Right-of-Way is woefully inadequate, is available only seasonally and is source of great frustrations for patrons of this facility; and,

Whereas, Docks & Harbors has produced rudimentary expansion design concepts using available rock fill to increase truck & trailer parking to over one hundred spots, potentially creating a double lane year-round boarding float and the ability to relieve some tourism impacts within Auke Bay; and,

Whereas, the City & Borough of Juneau Assembly has listed the North Douglas Launch Ramp as number 18 on their FY27 Legislative Capital Improvements list; and,

Whereas, the Docks & Harbor Board has directed FY27 Capital Improvement Project funds be appropriated to further develop engineering design; and,

Whereas, Docks & Harbors staff has consulted with and has applied for Alaska Department of Natural Resources “unoccupied tidelands” in Fritz Cove necessary for a North Douglas Launch Ramp expansion; and

Whereas, Docks & Harbors staff has consulted with Alaska Department of Transportation & Public Facilities to acquire property within the Alaska State Right-of-Way necessary for North Douglas Launch Ramp expansion ; and,



City & Borough of Juneau Docks & Harbors Board of Directors

Whereas, the Alaska Department of Transportation & Public Facilities has expressed interest in trading right-of-way property contiguous to the North Douglas Launch Ramp for CBJ owned property under the Juneau-Douglas Bridge.

Now therefore be it resolved that the City & Borough of Juneau -Docks & Harbors Board urges the Assembly and the appropriate elements within the State of Alaska to support efforts to expand the North Douglas Launch Ramp facility and to exchange CBJ property under the Douglas Bridge for ADOT property contiguous to the North Douglas Launch Ramp.

Passed and approved by a duly constituted quorum of the City & Borough of Juneau Docks & Harbors Board of Directors on this 26th day of February 2026.

Shem Sooter
Board Chair

Leah Narum
Docks & Harbors Administrative Officer

Attested



City & Borough of Juneau Docks & Harbors Board of Directors

RESOLUTION NO. 2026-2

A RESOLUTION OF THE CITY & BOROUGH OF JUNEAU'S APPLICATION TO ACQUIRE TIDELANDS FROM THE STATE OF ALASKA FOR EXPANSION OF THE NORTH DOUGLAS LAUNCH RAMP FACILITY.

Whereas, Juneau continues growth and demand for trailerable boat owners to use one of six launch ramp facilities within the Borough accessing the marine waters for transportation and recreation; and,

Whereas, the North Douglas Launch Ramp, first established in 1957, has not had significant improvements since 1973 with the addition of a single lane boarding float; and,

Whereas, the dozen or so truck & trailer parking in the Alaska DOT Right-of-Way is woefully inadequate, is available only seasonally and is source of great frustrations for patrons of this facility; and,

Whereas, the City & Borough of Juneau Assembly has listed the North Douglas Launch Ramp as number 18 on their FY27 Legislative Capital Improvements list; and,

Whereas, Docks & Harbors has produced concepts to expand the existing launch ramp facility by using rock fill into the adjacent tidelands; and,

Whereas, Docks & Harbors staff has consulted with the purpose of applying for Alaska Department of Natural Resources "unoccupied tidelands" in Fritz Cove necessary for a North Douglas Launch Ramp expansion; and,

Whereas, Exhibit A provides a sketch of proposed State tideland needs to support an expanded North Douglas Launch Ramp Facility.

Section 1. The Assembly of the City & Borough intends to receive and request that the State of Alaska Department of Natural Resources approve the CBJ's application to acquire additional tidelands as depicted in Exhibit A.

Section 2. In conformity with AS 38.05.825 for application of the requested tidelands from the ADNR, the following is true:

(A) Land is within or contiguous to the boundaries of the municipality;



City & Borough of Juneau Docks & Harbors Board of Directors

- (B) Use of the land would not unreasonably interfere with navigation or public access;
- (C) municipality has applied to the Commissioner of ADNR for conveyance of the land under this section;
- (D) land is not subject to a shore fisheries lease;
- (E) The land is classified for waterfront development; and
- (F) The land is required for the accomplishment of a public development approved by the municipality;

Section 3. If the conveyance is approved, and if required, CBJ will fund and conduct a tideland survey of the area to provide legal boundaries.

Passed and approved by a duly constituted quorum of the City & Borough of Juneau Docks & Harbors Board of Directors on this 26th day of February 2026.

Shem Sooter
Board Chair

Leah Narum
Docks & Harbors Administrative Officer

Attested

Tideland Conveyance Request
From ADNR to City & Borough of Juneau
North Douglas Launch Ramp Expansion
February 2026





January 2026

Dear Juneau Merchant,

The Taku River Recreation Association is respectfully requesting your help in the form of a donation of merchandise for door prizes for our annual River Rat Party to be held on March 7, 2026 at the Juneau Yacht Club.

We are a non-profit organization of recreational cabin and property owners. There are approximately 150 property owners on our guest list with another 50 frequent Taku River visitors who attend this annual event.

Once a year our organization gathers to share a meal, tell stories and renew our shared commitment to maintaining the quality of life we enjoy on the Taku River. This year will be our 45th Annual River Rat Party.

In past years, local merchants have been very generous with their help and we have been proud to feature their businesses as prize donors. Many donors think of it not only as a charitable contribution to the community, but also as an opportunity to advertise their goods and services to a select group of outdoor enthusiasts.

Thank you very much for your generous help.

Sincerely,

Taku River Rat Board,

This Year's Party Organizers:

Ryan Kirtley & Sara Manning
360-903-0715 & 907-209-3617

Jack & Mary Manning
907-789-5540

Jake & Rachel Stedman
907-723-3541 & 907-957-0202

A REGULATION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

ADOPTION OF REGULATION AMENDMENTS

Title 05 Chapter 07 – Inactive vessel management

Title 05 Chapter 10 – Waterfront Sales Permits

Title 05 Chapter 20 – Small Boat Harbor Fees and Charges

Title 05 Chapter 25 – Statter Harbor Management Regulations

Title 05 Chapter 35 – Small Boat Harbor Transient Moorage Management

Title 05 Chapter 40 – Small Boat Harbor Moorage Management Regulations

Title 05 Chapter 45 – Small Boat Harbor and Port Facilities Use Regulations

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

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

Section 2. Amendment of Regulation. The City and Borough of Juneau Administrative Code is amended at 05 CBJAC 07, Inactive vessel management, to read:

05 CBJAC 07.010 Inactive vessel management.

- (e) *Inactive vessel designation.* A vessel may be designated as an inactive vessel if:
- (1) ~~The owner voluntarily declares the vessel as an inactive vessel; or~~
 - ~~(2)~~ The Harbormaster declares the vessel as an inactive vessel because:
 - (A) The vessel does not meet the requirement related to motive power set out in ~~the~~ CBJC 85.20.020(a); or
 - (B) The vessel does not meet the requirements related to vessel movement set out in CBJC 85.20.020(b); or
 - (C) The vessel owner cannot adequately demonstrate that the vessel's primary use is for transportation on the water.
- (f) *Inactive moorage management.* The Harbormaster shall assign moorage to inactive vessels in designated areas of the harbor in the same manner as that used to assign ~~reserved moorage~~ preferred moorage in other areas of the harbor, including the provisions and fees for space application, waitlists, space assignment, and space forfeiture. The Harbormaster is allowed to deviate from the ~~reserved moorage~~

preferred moorage provisions as necessary to equitably and efficiently administer the inactive vessel moorage space.

- (g) ~~Houseboats~~ Floathouses. A ~~houseboat~~ floathouse is eligible for moorage in an inactive zone only if:
- (1) The dimensions of the ~~houseboat~~ floathouse are less than 30 feet in length overall by 12 feet in beam overall by 12 feet in height from the waterline; or
 - (2) The ~~houseboat~~ floathouse was moored in the CBJ harbor system on or before December 28, 2004-; and
 - (3) The floathouse is constructed and maintained in a seaworthy and structurally sound condition, with adequate flotation and stability, such that it does not pose a risk to life, property, or harbor infrastructure, as determined by the Harbormaster.

Section 3. Amendment of Regulation. The City and Borough of Juneau Administrative Code is amended at 05 CBJAC 10, Waterfront sales permits, to read:

05 CBJAC 10.040 Tour sales permits.

A tour sales permit authorizes the solicitation and sale of tours and experiences.

- (a) Application process and permit award.

- (4) CPI adjustment. For each calendar year after 2025, 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.

Section 4. Amendment of Regulation. The City and Borough of Juneau Administrative Code is amended at 05 CBJAC 20, Small boat harbor fees and charges, to read:

05 CBJAC 20.042 Monthly pre-paid discounts.

Incorporates changes made at OPS committee meeting on February 18, 2026

An owner that pays moorage in advance will receive the following discount moorage fee.

1. For the period of July 1 to June 30: Ten-percent discount.
2. For the period of July 1 to December 31: Five-percent discount.
3. For the period of January 1 to June 30: Five-percent discount.

Refundability. Pre-paid moorage may be refunded at the discretion of the Harbormaster if a vessel is sold or relocated during the pre-paid moorage period. The refund shall be for the remainder of the moorage period, which was originally discounted and shall be at the rate of original payment.

05 CBJAC 20.044 Active fishing vessel discount at Statter Harbor.

- (a) *Discount.* In lieu of the requirement to pay daily fees for use of Statter Harbor as set out in 05 CBJAC 25.060 and 05 CBJAC 25.070, the owner of a fishing vessel that pays annual fees as set out in 05 CBJAC 40.020 may, for up to 20 days in a calendar year, use Statter Harbor without paying daily fees, provided:
- (1) The owner registers with Statter Harbor Office in advance or upon arrival at Statter Harbor;
 - (2) The owner does not owe past due fees to the Docks and Harbors Department;
 - (3) The owner provides the Harbormaster with proof of significant fish landings within the City and Borough of Juneau during each calendar month the owner uses Statter Harbor; and
 - (4) If the owner has ~~reserved moorage~~ preferred moorage, the owner informs the Docks and Harbors Department of the departure date from and estimated return date to their preferred stall.
- (b) *Exclusions.* This section does not relieve an owner from complying with other applicable requirements for use of Statter Harbor such as maximum time limits or the requirement to pay monthly fees during the winter moorage period.
- (c) *Reciprocation.* Fishing vessels maintaining ~~reserved moorage~~ preferred moorage in Statter Harbor will be allowed 20 days at the downtown harbors during the calendar year provided they comply with the stipulations above.

05 CBJAC 20.150 ~~Reserved moorage~~ Preferred moorage waitlist fee.

- (a) A person applying for placement on the ~~reserved moorage~~ preferred 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.

Section 5. Amendment of Regulation. The City and Borough of Juneau Administrative Code is amended at 05 CBJAC 25, Statter Harbor management regulations, to read:

05 CBJAC 25.090 Winter management waitlisted vessel moorage zone.

From the day after Labor Day through the Thursday before Memorial Day each year, the Harbormaster may assign space to vessels that are on the ~~reserved moorage~~ preferred moorage waitlist when space cannot be assigned in the downtown harbor system and there is excess space at the facility after the daily and monthly moorage zones have been established. The Harbormaster shall assess moorage fees to the owner of each vessel as follows:

- (a) No additional fee for vessels who pay the full annual fee on or before July 1 in accordance with the applicable small boat harbors fees and charges schedule; and
- (b) 75 per cent of the full annual fee for all other waitlisted vessels.

05 CBJAC 25.100 Exclusion.

This regulation does not limit or restrict the Harbormaster's authority to prioritize and manage moorage in a manner to accommodate vessels that are temporarily displaced from ~~reserved moorage~~ preferred moorage due to harbor reconstruction activities, displaced during the winter due to safety concerns, or as provided by CBJ Ordinance Title 85.10.050.

Section 6. Amendment of Regulation. The City and Borough of Juneau Administrative Code is amended at 05 CBJAC 35, Small boat harbor transient moorage management, to remove:

05 CBJAC 35.030 ~~Reserved. Docks and harbors board approval.~~

~~Prior to designating and administering transient moorage under Section 20 of these regulations, the Harbormaster shall obtain the approval of the Docks and Harbors Board.~~

Section 7. Amendment of Regulation. The City and Borough of Juneau Administrative Code is amended at 05 CBJAC 40, Small boat harbor moorage management regulations, to read:

Regulations of Docks and Harbors
Amending 05 CBJAC 07; 05 CBJAC 10; 05 CBJAC 20; 05 CBJAC 25; 05 CBJAC 35; 05 CBJAC 40; 05 CBJAC 45

05 CBJAC 40.010 General moorage management policy.

- (f) *Vessel size restrictions.* The Harbormaster will determine the maximum and minimum length and breadth of a vessel that is allowed to moor in the small boat harbors based on the size of the slip or moorage space available to ensure the maximum use of space available taking into account safety, maneuvering, and other factors. Except when approved by the Harbormaster on a case-by-case basis, no vessel, or part thereof, may extend more than ~~ten~~ six feet beyond a finger or have a silhouette length less than three feet shorter than a finger in any slip or mooring space with a finger from 20 to 80 feet in length. For a slip or mooring space with a finger less than 20 feet in length and for side-tie moorage, the Harbormaster will establish the maximum and minimum vessel length on a case-by-case basis.

05 CBJAC 40.015 Boat shelters.

- (f) *Boat shelter sales.* ~~Reserved moorage~~ Preferred moorage status within a boat shelter may transfer between the seller and buyer of a boat shelter. In order to transfer the ~~reserved moorage~~ preferred moorage status within a boat shelter, the owner of a boat shelter shall inform the Port Director of the owner's desire to sell a shelter before offering the shelter for sale to the general public. The Docks and Harbors Board has the first right of refusal to purchase the shelter at fair market value. If the Board does not exercise its first right of refusal within 30 days after notice, the owner may offer the shelter for sale to the general public. If the owner sells the shelter without informing the Port Director and allowing the Docks and Harbors Board its first right of refusal, the ~~reserved moorage~~ preferred moorage within the shelter will not transfer to the buyer. This subsection does not allow an inappropriately sized vessel to be assigned ~~reserved moorage~~ preferred moorage space within a boat shelter.

05 CBJAC 40.020 ~~Reserved moorage~~ Preferred moorage policy.

- (a) *Definition.* "~~Reserved moorage~~" "Preferred moorage" means a numbered slip or space within the small boat harbors that the Harbormaster assigns to the owner of a vessel for use during a moorage year, or portion thereof, during which time the owner is granted preferential use for berthing the assigned vessel.
- (b) *Moorage year.* The ~~reserved moorage~~ preferred moorage year starts on July 1 of one calendar year and ends on June 30 of the succeeding calendar year.
- (c) *Availability.* A limited amount of ~~reserved moorage~~ preferred moorage is available in Douglas Small Boat Harbor, Harris Boat Harbor, Aurora Boat Basin, the Fisheries Terminal Dock, and Statter Boat Harbor. The Harbormaster assigns this moorage in

accordance with this regulation. Maps of ~~reserved moorage~~ preferred moorage are available at the Aurora Harbor Office.

- (d) *Duty to notify of departures and planned return time.* ~~Reserved moorage~~ Preferred moorage slip or space assignees are required to notify the Docks and Harbors Department of their departure date and expected return date when vacating their assigned slip or space for more than four consecutive days. Assignees may notify the Docks and Harbors Department by Marine VHF Channel 73, by phone at (907) 586-5255, by email at Harbormaster@ei.juneau.ak.us ~~juneau.gov~~, or by fax at (907) 586-2507. If an assignee does not notify the Docks and Harbors Department of a departure in accordance with this subsection, the Harbormaster is authorized to use the assignee's slip or space for temporary moorage assignment and shall be allowed up to 24 hours to clear the assigned slip or space upon return of the assignee.
- (e) *Retention when assigned vessel is sold, lost, destroyed, or stolen.* A ~~reserved moorage~~ preferred moorage slip or space assignee whose vessel is sold, lost, destroyed, or stolen shall immediately notify the Harbormaster upon occurrence or discovery, whichever occurs first. The assignee may retain the ~~reserved moorage~~ preferred moorage slip or space assignment provided the assignee procures and places an appropriate size vessel in the slip or space within 90 days. The Harbormaster may, for good cause shown, grant an extension of 90 days. If the ~~reserved moorage~~ preferred moorage slip or space assignee does not notify the Harbormaster in accordance with this subsection, the assignee's moorage assignment shall be deemed forfeited.
- (f) *Only assigned vessel in ~~reserved moorage~~ preferred moorage slip or space.* Any vessel occupying a ~~reserved moorage~~ preferred moorage slip or space without the approval of the Harbormaster will be moved or impounded in accordance with Title 85 of the City and Borough Code.
- (g) *One vessel per ~~reserved moorage~~ preferred moorage slip or space.* Except when approved by the Harbormaster, only one vessel may be moored in any one ~~reserved moorage~~ preferred moorage slip or space. The Harbormaster shall obtain the permission of adjacent ~~reserved moorage~~ preferred moorage assignees before allowing more than one vessel to moor between ~~reserved moorage~~ preferred moorage slips or spaces.
- (h) *Loss of assignment due to ownership change.*
- (1) Except as provided in paragraph (2) of this subsection, it is the policy of the Docks and Harbors Board to prohibit the transfer of a ~~reserved moorage~~ preferred moorage slip or space assignment if the assignee no longer has ownership control of the vessel occupying the slip or space.
 - (2) To prohibit the inappropriate transfer of an assigned slip or space, a slip or space must be assigned to a named individual and a vessel that is under the ownership control of the named individual. The following changes to the individual named as the slip or space assignee will not cause the loss of a slip or space assignment:
 - (A) Changes among immediate family members;
 - (B) For a partnership or corporation, a change where the new assignee:

- (i) was a partner or corporate member prior to the date of the original slip or space assignment; or
- (ii) has applied for ~~reserved moorage~~ preferred moorage and receives an assignment for the vessel under 05 CBJAC 40.035(f);
- (C) Changes due to the sale and purchase of a boat shelter under 05 CBJAC 40.015; or
- (D) Changes otherwise specifically provided for in 05 CBJAC 40.

- (4) The assignee may appeal the Harbormaster's decision to terminate a ~~reserved moorage~~ preferred moorage assignment to the Port Director and then to the Docks and Harbors Board.
- (i) *Sublet prohibited.* An assignee may not sublease or reassign the right to use a ~~reserved moorage~~ preferred moorage slip or space to any other person or vessel.
- (j) *Reserved moorage Preferred moorage for Former DeHart Marina Patrons.* Former DeHart Marina patrons eligible for ~~reserved moorage~~ preferred moorage at Statter Boat Harbor will be provided preferred moorage, notwithstanding the size requirements under 05 CBJAC 40.010(f), until the vessel is sold, lost, destroyed or stolen. Vessels procured with the intent to retain ~~reserved moorage~~ preferred moorage under 05 CBJAC 40.020(e), must meet the requirements under 05 CBJAC 40.010(f).

05 CBJAC 40.025 ~~Reserved moorage~~ Preferred moorage first-time application.

- (a) *First-time application.* Any boat owner that has a need to operate a vessel within the City and Borough may apply for ~~reserved moorage~~ preferred moorage. To make a first-time application, the boat owner must complete the application form ~~contained in Appendix A to these regulations~~ maintained by the Harbormaster and pay the fee set out in 05 CBJAC 20.150.

- (d) *First-time application action.* Upon approving a first-time application, the Harbormaster will take one of the following actions:
 - (1) If a ~~reserved moorage~~ preferred moorage space is not available, place the applicant on a waitlist in accordance with 05 CBJAC 40.040;
 - (2) If ~~reserved moorage~~ preferred moorage space is available, assign the applicant a ~~reserved moorage~~ preferred moorage space as set out in 05 CBJAC 40.035; or
 - (3) If the applicant purchased a boat shelter and the first right of refusal notifications were provided as set in 05 CBJAC 40.015(f), approve the moorage assignment.

05 CBJAC 40.030 ~~Reserved moorage~~ Preferred moorage annual renewals.

- (a) *~~Reserved moorage~~ Preferred moorage renewal application.* No later than the first day of each moorage year, an assignee of a ~~reserved moorage~~ preferred moorage slip or space, including the owner of a boat shelter who desires to renew the moorage assignment for the next moorage year, shall submit to the Harbormaster the ~~reserved moorage~~ preferred moorage renewal application contained in Appendix A to these regulations. The assignee or owner shall pay the applicable moorage fee with the renewal application.
- (b) *~~Reserved moorage~~ Preferred moorage renewal application review.* The Harbormaster shall review each renewal moorage application for completeness. If the application is not complete, the Harbormaster will return the application and specify the information the assignee, or owner of a boat shelter, must submit to make the application complete. If the assignee or owner does not complete the application and pay the applicable moorage fee within 14 calendar days after service of the returned application, the assignee or owner shall forfeit their assigned moorage and the Harbormaster will refund the moorage fee payment provided with the application less any amounts due to the Docks and Harbors Department. If the application is complete, including payment of the applicable moorage fee, the Harbormaster shall process the application as set out in 05 CBJAC 40.035.

05 CBJAC 40.035 ~~Reserved moorage~~ Preferred moorage assignments.

- (a) *Assignment requirements.* Prior to assigning ~~reserved moorage~~ preferred moorage for the first time and prior to approving annual renewals, the Harbormaster shall verify the following:

05 CBJAC 40.040 ~~Reserved moorage~~ Preferred moorage waitlists.

- (a) *Waitlists.* The Harbormaster shall establish and maintain ~~reserved moorage~~ preferred moorage waitlists for qualified applicants when there is no ~~reserved moorage~~ preferred moorage available for assignment. The Harbormaster may establish waiting lists according to slip or berth size and establish waitlist limits for length, beam, and draft as necessary to manage the small boat harbors. The Harbormaster shall update waitlists as needed to maintain their accuracy.

- (d) *Duty to update address and telephone changes.* A waitlisted applicant shall immediately notify the Harbormaster of any change of address or telephone number in writing. Failure to do so may result in the applicant not being notified if ~~reserved moorage~~ preferred moorage becomes available.
- (e) *Annual renewal.* By ~~March 1~~ January 1 of each calendar year, the Harbormaster shall determine if waitlisted applicants continue to meet the waitlist approval

criteria set out in 05 CBJAC 40.025(c). The Harbormaster shall remove applicants from the waitlist that do not meet the approval criteria. Applicants that continue to meet the approval criteria must pay the renewal fee set out in 05 CBJAC 20.150 by ~~March 1~~ January 1 of each year. Applicants that do not pay the renewal fee by ~~March 1~~ January 1 will be removed from the waitlist.

- (f) *Notification of assignment.* When a moorage assignment becomes available, the Harbormaster will notify highest-ranked applicant on the applicable waitlist and provide the applicant 15 days after mailing of the notice to respond to the Harbormaster. If the applicant declines or does not respond within 15 days after service of the notice, the Harbormaster will offer the stall to next highest-ranked applicant. The Harbormaster will continue notifying applicants in this manner until an applicant accepts the assignment or all applicants decline. Upon acceptance of the assignment, the Harbormaster shall process the assignment as set out in 05 CBJAC 040.035. An applicant that declines an assignment may remain eligible on the waitlist for up to one year after the offer date. An applicant that ~~or~~ does not respond will be removed from the applicable waitlist.
- (g) *Duty to occupy assigned slip or space.* If the ~~reserved moorage~~ preferred moorage slip or space assignee does not place the assigned vessel in the slip or space within ~~90~~ 30 days of assignment, the assignee shall forfeit the assignment and be removed from the waitlist. The Harbormaster may, for good cause shown, grant an extension, ~~of 90 days.~~ The assignee may reapply under 05 CBJAC 40.025.

05 CBJAC 40.045 ~~Reserved moorage~~ Preferred moorage reassignments.

A ~~reserved moorage~~ preferred moorage assignee may apply to the Harbormaster for reassignment to a similar slip or space size class at a different location. The Harbormaster shall maintain waiting lists for this purpose. Assignees with the earliest sign-up date on the applicable list will be given the highest priority. When a similar slip or space in the applicable size class becomes available, the Harbormaster shall notify the ~~reserved moorage~~ preferred moorage assignees on this waiting list according to priority and offer the available slip or space for reassignment. The assignee has 72 hours to respond. If the assignee fails to respond or declines the reassignment, the Harbormaster may offer the slip or space to the next assignee on the waiting list. The refusal of an offered slip or space will not cause the assignee to lose waiting list priority.

05 CBJAC 40.050 Winter temporary assignments.

- (a) *Winter temporary assignment application.* During each September, the owner of a vessel who desires a temporary assignment to ~~reserved~~ preferred slips or spaces and other designated winter moorage may apply for such moorage at the Aurora Harbor Office.

- (c) *Winter temporary assignment priority.* As space becomes available, the Harbormaster will assign available winter moorage space according to vessel size

and other management factors with the priority of assignments given according to the following order:

- (1) First, to applicants with ~~reserved~~ preferred slips or spaces, priority ranked by the date of original slip or space assignment, provided the applicant allows the Harbormaster to use their assigned slip or space when vacated;
- (2) Second, to applicants on ~~reserved moorage~~ preferred moorage slip or space waiting lists, priority ranked by ~~reserved moorage~~ preferred moorage waitlist sign-up date;
- (3) Third, to all other applicants on the winter temporary assignment waitlists, priority ranked by sign-up date in September; and
- (4) Fourth, to the owners of boats that apply for a winter temporary assignment after September 30.

05 CBJAC 40.055 Summer temporary assignments.

- (a) ~~Reserved moorage~~ Preferred moorage vessels. Upon approval of the Harbormaster for good cause show, ~~reserved moorage~~ preferred moorage assignees may swap their assigned slips or spaces during the months of May through September.
- (b) *Waitlisted vessels.* During the months of May through September, the owner of a vessel on a ~~reserved moorage~~ preferred moorage waitlist may apply to Harbormaster for temporary assignment. The Harbormaster will assign temporary moorage space according to vessel size and other management factors with the highest priority given to vessels with the earliest waitlist sign-up date. Owners of vessels participating in this program must agree to relocate their vessel on short notice. The Harbormaster will not allow owners that do not agree, or fail, to move on short notice to participate in this program.

05 CBJAC 40.060 Visiting vessel assignments.

The Harbormaster may at any time assign ~~reserved moorage~~ preferred moorage slip or space to visiting vessels when such space becomes available as set out in 05 CBJAC 40.020(d). Such space will be assigned on a first-come, first-served basis.

05 CBJAC 40.065 Vessel anchoring requirements.

| | | |
|---|--------------------------|---|
|  <p>CITY/BOROUGH OF JUNEAU ALASKA'S CAPITAL CITY</p> | <p>Appendix A</p> | <p>Port of Juneau 155 South Seward St. Juneau, AK 99801</p> |
|---|--------------------------|---|

Incorporates changes made at OPS committee meeting on February 18, 2026

RESERVED MOORAGE APPLICATION

July 1, 200__ through June 30, 200__

Boat Name: AK No.:_____ ADF&G No.:_____

Dec. No.: Home Port: Boat Type:

Length*: Beam: Draft: Hull Type:

Engine Type: Single (Thrust) Double Holding Tank: Yes_____ No_____

(*Length is the silhouette length of vessel, including bow sprits and any other permanent or temporary items regular affixed to the vessel.)

Boat Owner(s)

Mailing Address:

City: State:_____ ZIP _____

Residence Address:

City: State:_____ ZIP _____

Phone: (Home) (Work) (Other)

Is your vessel used as a residence? Yes_____ No_____

Do you have an auxiliary punt or skiff? Yes_____ No_____ AK No. _____

Tax Exempt No., if applicable: _____

| |
|---|
| ***IMPORTANT NOTICE / READ BEFORE SIGNING*** |
| — I hereby request reserved mooring privileges within the City and Borough of Juneau ("CBJ") Municipal Harbors, excluding the Auke Bay Transient Facility, for the above described vessel. If approved, I agree to abide by CBJ Code Title 85, and the rules and regulations established pursuant to Title 85, copies of which are available at the Harbor Office or the City Clerk's Office. I understand and agree that this request, if approved, shall apply to the described vessel only and is not transferable. In the event of a change of vessels, a new agreement must be executed. |
| — I further agree to provide the Harbor Office with proof of ownership in the above described vessel. |
| — I understand that reserved moorage fees for the period of July 1, 200__ to June 30, 200__ are due on or before July 1, 200__ and are considered delinquent thereafter. <u>If I fail to pay the applicable moorage fee by July 15, 200__, or any other charge when due, all my rights to the assigned space shall terminate, the CBJ may impound my vessel and may assign the space to others on the applicable waiting list.</u> |
| — I agree to pay applicable fees for moorage and for other services which I, or my agent described above, order. I agree to pay other fees without order as the Harbor staff determines to be necessary in an emergency to protect the Harbor facility or my vessel from damage. I hereby agree that unpaid fees shall become a lien against the described vessel and I agree to pay such fees plus whatever costs, interest, and attorney's fees may be incurred in the collection of such fees. |
| — I agree that this application is a request for the privilege of moorage space only. Nothing contained in this application or in the ordinances and rules of the CBJ have been or shall be interpreted by me to impose upon the CBJ any obligation or responsibility for the care and protection of any private property, including the vessel described above. |
| — I hereby expressly consent and authorize the CBJ to move the above described vessel in the event the CBJ determines that: moorage fees are not paid, ordinances or regulations are violated, or there is an emergency. I further agree to hold the CBJ harmless against loss or damage to my vessel; |

Regulations of Docks and Harbors

Amending 05 CBJAC 07; 05 CBJAC 10; 05 CBJAC 20; 05 CBJAC 25; 05 CBJAC 35; 05 CBJAC 40; 05 CBJAC 45

| |
|--|
| including its equipment, gear, lines, articles, or other personal property attached or related to said vessel, resulting from use of the CBJ facilities or the above mentioned vessel. |
| I hereby certify that I own the above described vessel and that I have not sold or contracted to sell said vessel. |
| Signed: Date: _____ |
| (Authorized boat owner/agent) |
| A person who makes a false statement on this form may be punished for unsworn falsification, a Class A misdemeanor, for which the maximum penalty is imprisonment of not more than one year and a \$5,000 fine or both. A false statement on this form will result in forfeiture of any assigned mooring space. |

Section 8. Amendment of Regulation. The City and Borough of Juneau Administrative Code is amended at 05 CBJAC 45 Small boat harbor and port facilities use regulations, to read:

05 CBJAC 45.055 Parking management.

(b) *Geographical applicability.* This regulation applies to the geographical areas used for parking and loading that are appurtenant to a boat harbor or port facility, as those terms are defined in CBJ 85.05.010, and all long term storage areas designated by the Port Director. These geographical areas include, but are not limited to, the parking and loading areas at:

(6) Statter Harbor and the Auke Bay Marine Station (ABMS) ~~parking lot across Glacier Highway from the Horton property;~~

(j) Vehicle size restrictions. The Harbormaster will determine the maximum and minimum length and breadth of a vehicle that is allowed to park in the managed parking areas based on the size of the spaces or general parking availability to ensure the maximum use of space available taking into account safety, maneuvering, and other factors. Except when approved by the Harbormaster on a case-by-case basis, no vehicle, or part thereof, may extend more than three feet beyond a parking space, or occupy multiple spaces.

(k) Amphibious vessels. In addition to being required to possess a valid launch ramp permit, any un-trailerred, amphibious vessel parked in the Statter Harbor parking lot will be required to pay the daily moorage fees as required under 05 CBJAC 20.030 (Daily moorage fees). This fee is in lieu of the parking fees required under 05 CBJAC 20.160.

~~(1)~~ **Enforcement.** Parking or operating a vehicle or other item, in violation of a sign posted pursuant to this regulation is an infraction. The Port Director may prohibit a person from using a parking area, loading area, or storage facility in cases where the director makes a written finding of negligent or unsafe operation or storage by the person of a vehicle or other item at a parking area, loading area, or storage facility; or non-payment of parking, loading, or storage fees by the person.

Section 9. 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 _____, 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 amends these regulations as set forth above. The agency will next seek Assembly review and approval.

Date: _____

Carl Uchytel
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) The existence of code authority and the correctness of the required citation of code authority; and
- (3) Its clarity, simplicity of expression, and absence of possibility of misapplication.

Date: _____

Emily L. Wright
Municipal Attorney

Assembly Review

These regulations were presented to the Assembly at its meeting of _____. They were adopted by the Assembly.

Date: _____

Breckan L. Hendricks, 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 ___:___ a.m./p.m. on the _____ day of _____, _____.
- (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: _____.

Date: _____

Breckan L. Hendricks, Municipal Clerk

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

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2026-XX

An Ordinance Amending Title 85 Code Relating to the Board, Definitions, Harbor Administration, and Boat Harbor Regulations.

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

Section 1. Classification. This ordinance is of a general and permanent nature and shall become a part of the City and Borough of Juneau Municipal Code.

Section 2. Amendment of Chapter. Chapter 85.02, Docks and harbors board, is amended to read:

Chapter 85.02 DOCKS AND HARBORS BOARD

85.02.060 General powers.

(a) Subject to state laws and City and Borough ordinances, the City and Borough Docks and Harbors Board shall generally exercise all powers necessary and incidental to operation of all port and harbor facilities in the public interest and in a sound business manner. In particular, and without limitation on the foregoing, the board shall:

(5) (A) ~~Within the docks and harbors appropriation and in conformity with the rates of pay established for municipal positions of similar responsibility, establish, and may amend, the pay plan for harbor employees.~~

1
2 (B) — The Docks and Harbors Department shall conform to the City and
3 Borough Personnel Management Code, the City and Borough Personnel
4 Rules, Personnel Classification Plan, and the manager's policies relating
5 to personnel. The Docks and Harbors Department shall utilize the
6 services of the Human Resources and Risk Management Department
7 when hiring or terminating any employee, when responding to grievances,
8 in labor agreement negotiation, and in substantial disciplinary matters.
9 The City and Borough Human Resources and Risk Management Director
10 shall annually certify that the Harbor Department Classification Plan
11 conforms to that utilized for employees of the manager.
12

13 ***

14 ***

15 **85.02.105 Reserved. Port dues.**

16
17 ~~(a) — Every vessel carrying passengers for compensation and utilizing the port facilities, and~~
18 ~~not otherwise exempted by subsection (d) of this section, shall be assessed and pay port~~
19 ~~dues for each port visit. The port dues shall be in addition to other port facility fees and~~
20 ~~charges, provided, however, that port dues paid to the CBJ Docks and Harbors~~
21 ~~Department may be taken as a credit against port dues owed under this chapter. Port~~
22 ~~dues shall be calculated on the basis of registered net tonnage of the vessel as follows:~~

23 ~~[Base rate per registered net ton] X [Registered net tonnage]~~
24 ~~= Port dues per vessel per use of port facilities~~
25

1
2 (b) ~~Rate schedule. The base rate per registered net ton shall be established by the city~~
3 ~~manager by regulation pursuant to CBJ 01.60 utilizing the services of an independent~~
4 ~~appraiser. The rate shall be the market rate for facilities with like amenities and~~
5 ~~services. The manager shall determine the market rate every five years, or from time to~~
6 ~~time as he or she shall determine. The market rate shall then be adjusted annually by~~
7 ~~the manager based on the Anchorage Cost of Living Index.~~

8
9 (e) ~~Port dues collected pursuant to this chapter shall be deposited in the port development~~
10 ~~fund.~~

11 (d) ~~Exemptions. The port dues shall not apply to:~~

12 (1) ~~Vessels having accommodations for 12 or fewer passengers;~~

13 (2) ~~Vessels traveling only between the City and Borough and points within 100 miles~~
14 ~~of the City and Borough port facilities; and~~

15 (3) ~~Noncommercial vessels, or vessels owned and operated by the state, the United~~
16 ~~States government, or a foreign government.~~

17 (e) ~~Administration and disposition of port dues. The proceeds of the port dues shall be~~
18 ~~placed in the port development fund. The port development fund shall be used for~~
19 ~~projects that benefit the cruise industry as outlined in the long range waterfront~~
20 ~~development plan as it may be amended from time to time.~~

21
22 ***

23 **85.02.130 Employee relations.**

24 Employees of the harbors shall be subject to Chapter 44.10 of this Code. For purposes of
25 that chapter, the port director is a management employee who formulates, determines or
effectuates management policies. Wherever in chapter 44.10 a duty, responsibility, or authority

1
2 falls to the City and Borough Manager, such duty, authority, or responsibility shall fall to the
3 port director. ~~The City and Borough Docks and Harbors Board must ratify any collective~~
4 ~~bargaining agreement; provided, no such ratification may occur unless there are, or will be,~~
5 ~~adequate funds available to fund the initial fiscal year or portion thereof affected by the~~
6 ~~contract. The contract ratified by the board and the employees shall be immediately submitted~~
7 ~~to the assembly for assembly ratification under section 44.10.120.~~

8 ***

9
10 **Section 3. Amendment of Section.** CBJC 85.05.010, Definitions, is amended to
11 read:

12 **85.05.010 Definitions.**

13 Whenever the following words and terms are used in this title, they shall have the meaning
14 ascribed to them in this chapter, unless the context clearly indicates otherwise:

15 ***

16 *Float* means a nonfixed pier.

17 *Floathouse* means a dwelling built upon a barge, log raft or similar floating structure,
18 constructed for habitation, and for which no other reasonable use appears or can be
19 demonstrated.

20 ***

21 ~~*Houseboat* means a dwelling built upon a barge, log raft or similar floating structure,~~
22 ~~constructed for habitation, and for which no other reasonable use appears or can be~~
23 ~~demonstrated.~~

24 ***

1
2 *Municipal wharves* means ~~Douglas Wharf, Juneau Fishermen's Terminal, Ferry Dock~~
3 ~~Wharf, Juneau Cold Storage Wharf, Cruise Terminal Wharf,~~ and the Alaska Steamship Wharf.

4 ***

5 *Transient vessel* means any boat or vessel ~~with a home port outside the City and Borough~~
6 ~~which has not occupied rented mooring space for more than 150 days.~~ that uses the harbor
7 facilities but does not have preferred moorage assignment.

8 ***

9
10 **Section 4. Amendment of Section.** CBJC 85.10.050. Port director; powers and
11 duties, is amended to read:

12 **85.10.050 Port director; powers and duties.**

13 ***

14 (k) *Vehicle parking.*

15 (1) The port director and the port director's assistants are authorized to enforce
16 chapter 72.12, Parking, and all parking and loading area management
17 regulations adopted by the Docks and Harbors Board under CBJ Title 85, at all
18 areas used for parking and loading that are appurtenant to a boat harbor or port
19 facility as those terms are defined in CBJ 85.05.010, and all long term storage
20 areas designated by the port director. The areas covered by this subsection (k)
21 include, but are not limited to, the parking and loading areas at:

22 ***

23
24 (F) ~~Statter Harbor and the parking lot across Glacier Highway from the~~
25 ~~Horton property;~~ Auke Bay Marine Station, and the Auke Bay
Commercial Loading Facility;

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(2) CBJ Chapter 72.14, ~~Parking Payment Boxes~~, Parking Payment Kiosks, shall not apply to the areas listed in subsection (k)(1) above. The port director is authorized to install parking payment ~~boxes~~ kiosks and related signs in the areas listed in subsection (k)(1), and to establish by regulation time limits and fees for parking in areas with a parking payment ~~box~~ kiosk.

Section 5. Amendment of Chapter. Chapter 85.25, Boat harbor regulations, is amended to read:

Chapter 85.25 BOAT HARBOR REGULATIONS

85.25.180 Impounded boat; disposition procedure.

(h) *Sale.* The minimum acceptable bid shall be a sum greater than or equal to the City and Borough's charges against the boat. The proceeds of the sale shall be first applied to the costs of sale, then to moorage and service fees accrued, and the balance, if any, shall be held in trust by the City and Borough for the owner of the boat to claim; and if not claimed within one year, the balance shall be deposited into the boat harbor facilities fund. Upon the sale being made, the City and Borough shall make and deliver its bill of sale, without warranty, conveying the boat to the buyer.

(i) *Other disposition.* If at the public sale there are no bidders for the boat, the City and Borough may destroy, sell at private sale or otherwise dispose of the boat. The disposition is to be made without liability to the owner, master or lienholder of the boat.

1
2 If the vessel poses a hazard due to the presence of blood, bodily fluids, hazardous
3 biological materials, standing water, or other hazardous conditions, or is deemed
4 unseaworthy, the vessel may be destroyed without sale after a period of no less than 30
5 days, rather than being placed for auction. At any time prior to disposal without sale,
6 the owner, master, operator, or managing agent may redeem the boat by a cash
7 payment of all City and Borough charges against the boat and resolution of the reason
8 for impoundment.
9

10 ***

11 **85.25.210 Overtime ~~parking~~ moorage penalties.**

12 Penalties for overtime ~~parking~~ moorage in either transient open space or general public
13 open mooring space or stalls are as follows:

- 14 (1) For first 24-hour period or part thereof, \$20.00.
15 (2) For second 24-hour period or part thereof, \$20.00.
16 (3) For third and each succeeding 24-hour period or part thereof, \$30.00.

17 ***

18 **Section 6. Effective Date.** This ordinance shall be effective 30 days after its
19 adoption.
20

21 Adopted this _____ day of _____, 2026.

22
23 _____
Beth A. Weldon, Mayor

24 Attest:

25 _____
Breckan L. Hendricks, Municipal Clerk

Staff Requests Amending Chapter 85.25, Boat harbor regulations to add:

Amendment ____.

85.25.150 Floating objects.

All vessels, watercraft, logs, piling, building material, scows, ~~houseboats~~ floathouses or any other article of value found adrift in the municipal waters of the City and Borough, may be taken in charge by the port director and may be subject to reclamation by the owner thereof on payment by the owner to the City and Borough of any expenses incurred by the City and Borough, and in case of failure to reclaim, may be sold or disposed of as abandoned property.

MEMORANDUM

CITY/BOROUGH OF JUNEAU

155 HERITAGE WAY, JUNEAU, ALASKA 99801

EMAILED MEMORANDUM

TO: Renee Loree
CBJ Purchasing Officer

Date: February 24, 2026

FROM: *Carl Uchytel*
Carl Uchytel
CBJ Port Director

SUBJ: POSTING NOTICE OF BIDS
Little Rock Dump Secure Storage
Contract No. DH26-015

This memo is to post a notice of the results of the bid opening on February 24, 2026, for the subject project. Five (5) bids were received. The responsive bidders and their total bids are as follows:

| BIDDERS | BASE BID | ALTERNATE NO. 1 | TOTAL BID |
|---------------------------------|---------------------|---------------------|---------------------|
| <i>Island Contractors, Inc.</i> | <i>\$294,750.00</i> | <i>\$124,000.00</i> | <i>\$418,750.00</i> |
| Admiralty Construction, Inc. | \$341,050.00 | \$120,000.00 | \$461,050.00 |
| Coogan Construction Co. | \$370,800.00 | \$100,000.00 | \$470,800.00 |
| Henricksen Constructors, Inc. | \$416,345.00 | \$133,600.00 | \$549,945.00 |
| North40 Construction Corp. | \$450,750.00 | \$125,000.00 | \$575,750.00 |
| <i>Engineer's Estimate</i> | <i>\$337,310.00</i> | <i>\$202,522.00</i> | <i>\$539,832.00</i> |

The apparent low bidder is ***Island Contractors, Inc.*** This Posting Notice of Bids serves to inform bidders that the CBJ intends to award the Base Bid and Additive Alternate No. 1 in the amount of \$418,750.00.

This notice begins the protest period per Purchasing Code 53.50.062. Protests will be executed in accordance with CBJ Ordinance 53.50.062 "Protests", and 53.50.080 "Administration of Protest." The CBJ Purchasing Code is available online at: <http://www.juneau.org/law> or from the CBJ Purchasing Division at (907) 586-5258.

The apparent low bidder has until ***4:30 p.m. on Tuesday, March 3rd*** to submit the Subcontractor Report, Section 00360 to the Engineering Department Contracts Office. The Subcontractor Report must be submitted even if there are no subcontractors planned for the job.

c. Bidders
Matthew Sill, Port Engineer



BID SUMMARY

Reviewed by:

Cristian Crabtree

Certified by: Carl Uchytel

| Little Rock Dump Secure Storage Contract No. DH26-015 | | | | Engineer's Estimate | | Island Contractors, Inc. PO Box 241036 Douglas, Alaska 99824 | | Admiralty Construction, Inc. PO Box 240169 Douglas, Alaska 99824 | |
|--|---|-----------------|-----------|---------------------|----------------------|--|---------------------|--|---------------------|
| Tuesday, February 24, 2026 | | CIP No. H51-136 | | | | | | | |
| PAY ITEM | PAY ITEM DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT |
| 1505.1 | Mobilization | Lump Sum | All Req'd | Lump Sum | \$ 50,300.00 | Lump Sum | \$ 26,000.00 | Lump Sum | \$ 30,000.00 |
| 1570.1 | Erosion and Sediment Control | Lump Sum | All Req'd | Lump Sum | \$ 2,500.00 | Lump Sum | \$ 3,000.00 | Lump Sum | \$ 15,000.00 |
| 2201.1 | Clearing and Grubbing | Lump Sum | All Req'd | Lump Sum | \$ 10,000.00 | Lump Sum | \$ 12,000.00 | Lump Sum | \$ 20,000.00 |
| 2201.2 | Construction Material Relocation | Lump Sum | All Req'd | Lump Sum | \$ 20,000.00 | Lump Sum | \$ 23,400.00 | Lump Sum | \$ 25,000.00 |
| 2202.1 | Excavation | CY | 90 | \$ 35.00 | \$ 3,150.00 | \$ 25.00 | \$ 2,250.00 | \$ 35.00 | \$ 3,150.00 |
| 2202.2 | Selected Embankment | CY | 980 | \$ 45.00 | \$ 44,100.00 | \$ 45.00 | \$ 44,100.00 | \$ 50.00 | \$ 49,000.00 |
| 2202.3 | Road Clearing & Mining Area Restoration Guarantee | Contingent Sum | All Req'd | Contingent Sum | \$ 5,000.00 | Contingent Sum | \$ 5,000.00 | Contingent Sum | \$ 5,000.00 |
| 2204.1 | 2-Inch Minus Shot Rock w/ Base Course | CY | 690 | \$ 100.00 | \$ 69,000.00 | \$ 100.00 | \$ 69,000.00 | \$ 100.00 | \$ 69,000.00 |
| 2501.1 | 12-Inch CPP Pipe Culvert | LF | 27 | \$ 80.00 | \$ 2,160.00 | \$ 100.00 | \$ 2,700.00 | \$ 100.00 | \$ 2,700.00 |
| 2702.1 | Construction Surveying | Lump Sum | All Req'd | Lump Sum | \$ 5,600.00 | Lump Sum | \$ 12,500.00 | Lump Sum | \$ 15,000.00 |
| 2707.1 | 8-Foot Chain Link Fence | LF | 490 | \$ 150.00 | \$ 73,500.00 | \$ 130.00 | \$ 63,700.00 | \$ 130.00 | \$ 63,700.00 |
| 2707.2 | Single Cantilever Gate, 20-Foot Wide | EA | 1 | \$ 25,000.00 | \$ 25,000.00 | \$ 13,600.00 | \$ 13,600.00 | \$ 15,000.00 | \$ 15,000.00 |
| 2710.1 | Seeding, Hydraulic Method, Type III | SU | 1 | \$ 2,000.00 | \$ 2,000.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 3,500.00 | \$ 3,500.00 |
| 2714.1 | Seperation Geotextile | SY | 2,500 | \$ 10.00 | \$ 25,000.00 | \$ 6.00 | \$ 15,000.00 | \$ 10.00 | \$ 25,000.00 |
| Base Bid Total | | | | | \$ 337,310.00 | | \$294,750.00 | | \$341,050.00 |
| Additive Alternate No. 1 | | | | | | | | | |
| 16000.1 | Electrical | Lump Sum | All Req'd | Lump Sum | \$ 202,522.00 | Lump Sum | \$ 124,000.00 | Lump Sum | \$ 120,000.00 |
| Alternate No. 1 Total | | | | | \$ 202,522.00 | | \$124,000.00 | | \$120,000.00 |
| Total Bid | | | | | \$ 539,832.00 | | \$418,750.00 | | \$461,050.00 |

BID SUMMARY

Reviewed by:

Cristian Crabtree

Certified by: Carl Uchytel

| Little Rock Dump Secure Storage Contract No. DH26-015 | | | | Engineer's Estimate | | Coogan Construction Company PO Box 34499 Juneau, Alaska 99803 | | Henricksen Constructors, Inc. 17290 Glacier Highway Juneau, Alaska 99801 | |
|--|---|-----------------|-----------|---------------------|----------------------|---|---------------------|--|---------------------|
| Tuesday, February 24, 2026 | | CIP No. H51-136 | | | | | | | |
| PAY ITEM | PAY ITEM DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT |
| 1505.1 | Mobilization | Lump Sum | All Req'd | Lump Sum | \$ 50,300.00 | Lump Sum | \$ 120,000.00 | Lump Sum | \$ 55,000.00 |
| 1570.1 | Erosion and Sediment Control | Lump Sum | All Req'd | Lump Sum | \$ 2,500.00 | Lump Sum | \$ 5,000.00 | Lump Sum | \$ 5,000.00 |
| 2201.1 | Clearing and Grubbing | Lump Sum | All Req'd | Lump Sum | \$ 10,000.00 | Lump Sum | \$ 5,000.00 | Lump Sum | \$ 15,000.00 |
| 2201.2 | Construction Material Relocation | Lump Sum | All Req'd | Lump Sum | \$ 20,000.00 | Lump Sum | \$ 7,500.00 | Lump Sum | \$ 40,000.00 |
| 2202.1 | Excavation | CY | 90 | \$ 35.00 | \$ 3,150.00 | \$ 25.00 | \$ 2,250.00 | \$ 65.00 | \$ 5,850.00 |
| 2202.2 | Selected Embankment | CY | 980 | \$ 45.00 | \$ 44,100.00 | \$ 60.00 | \$ 58,800.00 | \$ 80.00 | \$ 78,400.00 |
| 2202.3 | Road Clearing & Mining Area Restoration Guarantee | Contingent Sum | All Req'd | Contingent Sum | \$ 5,000.00 | Contingent Sum | \$ 5,000.00 | Contingent Sum | \$ 5,000.00 |
| 2204.1 | 2-Inch Minus Shot Rock w/ Base Course | CY | 690 | \$ 100.00 | \$ 69,000.00 | \$ 95.00 | \$ 65,550.00 | \$ 105.00 | \$ 72,450.00 |
| 2501.1 | 12-Inch CPP Pipe Culvert | LF | 27 | \$ 80.00 | \$ 2,160.00 | \$ 100.00 | \$ 2,700.00 | \$ 85.00 | \$ 2,295.00 |
| 2702.1 | Construction Surveying | Lump Sum | All Req'd | Lump Sum | \$ 5,600.00 | Lump Sum | \$ 10,000.00 | Lump Sum | \$ 7,500.00 |
| 2707.1 | 8-Foot Chain Link Fence | LF | 490 | \$ 150.00 | \$ 73,500.00 | \$ 100.00 | \$ 49,000.00 | \$ 165.00 | \$ 80,850.00 |
| 2707.2 | Single Cantilever Gate, 20-Foot Wide | EA | 1 | \$ 25,000.00 | \$ 25,000.00 | \$ 28,000.00 | \$ 28,000.00 | \$ 26,000.00 | \$ 26,000.00 |
| 2710.1 | Seeding, Hydraulic Method, Type III | SU | 1 | \$ 2,000.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 3,000.00 | \$ 3,000.00 |
| 2714.1 | Seperation Geotextile | SY | 2,500 | \$ 10.00 | \$ 25,000.00 | \$ 4.00 | \$ 10,000.00 | \$ 8.00 | \$ 20,000.00 |
| Base Bid Total | | | | | \$ 337,310.00 | | \$370,800.00 | | \$416,345.00 |
| Additive Alternate No. 1 | | | | | | | | | |
| 16000.1 | Electrical | Lump Sum | All Req'd | Lump Sum | \$ 202,522.00 | Lump Sum | \$ 100,000.00 | Lump Sum | \$ 133,600.00 |
| Alternate No. 1 Total | | | | | \$ 202,522.00 | | \$100,000.00 | | \$133,600.00 |
| Total Bid | | | | | \$ 539,832.00 | | \$470,800.00 | | \$549,945.00 |

BID SUMMARY

Reviewed by:

Cristian Crabtree

Certified by: Carl Uchytli

| Little Rock Dump Secure Storage Contract No. DH26-015 | | | | Engineer's Estimate | | North40 Construction Corp. PO Box 210834 Auke Bay, Alaska 99821 | |
|--|---|-----------------|-----------|---------------------|----------------------|---|---------------------|
| Tuesday, February 24, 2026 | | CIP No. H51-136 | | | | | |
| PAY ITEM | PAY ITEM DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT |
| 1505.1 | Mobilization | Lump Sum | All Req'd | Lump Sum | \$ 50,300.00 | Lump Sum | \$ 40,000.00 |
| 1570.1 | Erosion and Sediment Control | Lump Sum | All Req'd | Lump Sum | \$ 2,500.00 | Lump Sum | \$ 5,000.00 |
| 2201.1 | Clearing and Grubbing | Lump Sum | All Req'd | Lump Sum | \$ 10,000.00 | Lump Sum | \$ 25,000.00 |
| 2201.2 | Construction Material Relocation | Lump Sum | All Req'd | Lump Sum | \$ 20,000.00 | Lump Sum | \$ 25,000.00 |
| 2202.1 | Excavation | CY | 90 | \$ 35.00 | \$ 3,150.00 | \$ 100.00 | \$ 9,000.00 |
| 2202.2 | Selected Embankment | CY | 980 | \$ 45.00 | \$ 44,100.00 | \$ 70.00 | \$ 68,600.00 |
| 2202.3 | Road Clearing & Mining Area Restoration Guarantee | Contingent Sum | All Req'd | Contingent Sum | \$ 5,000.00 | Contingent Sum | \$ 5,000.00 |
| 2204.1 | 2-Inch Minus Shot Rock w/ Base Course | CY | 690 | \$ 100.00 | \$ 69,000.00 | \$ 115.00 | \$ 79,350.00 |
| 2501.1 | 12-Inch CPP Pipe Culvert | LF | 27 | \$ 80.00 | \$ 2,160.00 | \$ 150.00 | \$ 4,050.00 |
| 2702.1 | Construction Surveying | Lump Sum | All Req'd | Lump Sum | \$ 5,600.00 | Lump Sum | \$ 15,000.00 |
| 2707.1 | 8-Foot Chain Link Fence | LF | 490 | \$ 150.00 | \$ 73,500.00 | \$ 225.00 | \$ 110,250.00 |
| 2707.2 | Single Cantilever Gate, 20-Foot Wide | EA | 1 | \$ 25,000.00 | \$ 25,000.00 | \$ 35,000.00 | \$ 35,000.00 |
| 2710.1 | Seeding, Hydraulic Method, Type III | SU | 1 | \$ 2,000.00 | \$ 2,000.00 | \$ 4,500.00 | \$ 4,500.00 |
| 2714.1 | Seperation Geotextile | SY | 2,500 | \$ 10.00 | \$ 25,000.00 | \$ 10.00 | \$ 25,000.00 |
| Base Bid Total | | | | | \$ 337,310.00 | | \$450,750.00 |
| Additive Alternate No. 1 | | | | | | | |
| 16000.1 | Electrical | Lump Sum | All Req'd | Lump Sum | \$ 202,522.00 | Lump Sum | \$ 125,000.00 |
| Alternate No. 1 Total | | | | | \$ 202,522.00 | | \$125,000.00 |
| Total Bid | | | | | \$ 539,832.00 | | \$575,750.00 |

Presented by: The Manager
Introduced: March 9, 2026
Drafted by: Finance

TRANSFER REQUEST FOR THE CITY AND BOROUGH OF JUNEAU,
ALASKA

SERIAL NUMBER T-2611

It is hereby ordered by the Assembly of the City and Borough of Juneau,
Alaska, that \$80,000 be transferred:

From: CIP

| | | |
|---------|----------------------------|-------------|
| H51-125 | Aurora Harbor Improvements | \$ (80,000) |
|---------|----------------------------|-------------|

To: CIP

| | | |
|---------|-----------------------------------|-----------|
| H51-136 | Secure Storage – Little Rock Dump | \$ 80,000 |
|---------|-----------------------------------|-----------|

The \$80,000 consists of:

| | |
|--------------|-----------|
| Harbor Funds | \$ 80,000 |
|--------------|-----------|

Moved and Approved this _____ day of _____, 2026.

Katie Koester, City Manager

Attest:

Breckan L. Hendricks, Municipal Clerk

Transfer T-2611
Manager's Report

A Transfer of \$80,000 from CIP H51-125 Aurora Harbor Improvements to CIP H51-136 Secure Storage - Little Rock Dump.

This request would transfer the remaining \$80,000 from the Aurora Harbor Improvements CIP to the Secure Storage – Little Rock Dump CIP. These funds would contribute toward construction contingency, construction inspection and purchase of storage containers envisioned for this project. The Aurora Harbor Improvements CIP will retain sufficient funds for currently planned work.

The Docks and Harbors Board of Directors approved this request at the February 26, 2026 meeting.

The Manager recommends approval of this transfer.



Port of Juneau

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

From: Port Director
To: Mr. Jerry Burns
Date: February 27, 2026
Re: BOAT SHELTER (AF-29) – FOR SALE

1. In accordance with 05 CBJAC 40.020, Mr. Jerry Burns provided notice of sale of Boat Shelter (AF-29) in Aurora Harbor on February 20, 2026. Docks & Harbors has the first right of refusal to purchase this structure at fair market value.

2. The applicable “Boat shelter sales” regulation states:

05 CBJAC 40.020(f) - Boat shelter sales. Reserved moorage status within a boat shelter may transfer between the seller and buyer of a boat shelter. In order to transfer the reserved moorage status within a boat shelter, the owner of a boat shelter shall inform the Port Director of the owner's desire to sell a shelter before offering the shelter for sale to the general public. The Docks and Harbors Board has the first right of refusal to purchase the shelter at fair market value. If the Board does not exercise its first right of refusal within 30 days after notice, the owner may offer the shelter for sale to the general public. If the owner sells the shelter without informing the Port Director and allowing the Docks and Harbors Board its first right of refusal, the reserved moorage within the shelter will not transfer to the buyer. This subsection does not allow an inappropriately sized vessel to be assigned reserved moorage space within a boat shelter.

3. The Docks & Harbors Board is waiving its right of first refusal to purchase Boat Shelter AF-29. You may proceed with the sale of Boat Shelter AF-29.

#



Port of Juneau

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

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

To: Docks & Harbors Board

Date: February 24, 2026

Re: GEOTECH CONTRACT MODIFICATION

1. Working in concert with the US Army Corps of Engineers (USACE), Docks & Harbors issued a professional services solicitation to provide an offshore drilling platform, equipment and expertise to collect soil samples for the Statter Harbor breakwater recapitalization study. The enclosure (1) contract was signed with Discovery Drilling on January 26th for the base bid of \$557K which included two 100-foot boreholes in 150 feet of water depth. The contract allows for additive bid items to collect up to six total boreholes for an additional \$883K.
2. Docks & Harbors, always seeking opportunities and cost savings, planned to leverage the mobilization costs of USACE requested geotechnical work to include soil sampling in support of the North Douglas Launch Ramp expansion project. There are only four known Alaskan drilling companies capable of conducting this work. Each of these companies are in Anchorage. Consulting with our term civil engineering term contractor, we have established a North Douglas sampling plan which is provided in enclosure (2).
3. On February 19th, the USACE notified Docks & Harbors that the contract award with Discovery Drilling should be cancelled. USACE – Alaska District indicated that they have been provided direction to forgo studying all options and pursue only the option which has been proposed by CBJ. The rationale is to reduce costs by limiting options, including removing options requiring soil sampling. This solution assumes the current mooring system of an anchored stayed breakwater is a proven system to replicate. The USACE guidance also reverts to the goal of completing the feasibility cost analysis in three years for \$3M, which will provide savings to Docks & Harbors as the local sponsor cost share.
4. Although the Statter Harbor breakwater geotechnical investigation will be cancelled, we have consulted with CBJ Law and have concluded that proposed work at the North Douglas Launch Ramp could be legally defensible with appropriate documentation. Enclosure (3) is a written best finding determination to justify seeking a proposal with Discovery Drilling to perform the required North Douglas geotechnical investigation under the existing contract, below the contracted price at Statter Harbor.

5. Although the descoping of the Statter Harbor work does not provide a “mobilization windfall” for the proposed work at North Douglas, it is still in Docks & Harbors best interest to proceed with a contract modification for the following reasons:

- a. The North Douglas Launch Ramp project is progressing faster than anticipated with support from State agencies willing to provide necessary property;
- b. The Board has approved the North Douglas Launch Ramp expansion project as a priority and a FY27 CIP will be established with \$225K.
- c. In the coming months, Docks & Harbors will be pursuing an engineering consultant to begin studies, outreach, permitting and design development for the North Douglas Launch Ramp expansion.
- d. Geotechnical investigation will be required at some point for the project to advance;
- e. If the geotechnical work is not accomplished now, it will be included in a future engineering consultant design effort which will have customary mark-ups;
- f. Docks & Harbors has invested time & resources into drafting and executing the existing contract with Discovery Drilling;
- g. Discovery Drilling and its sub-contracted platform have blocked off the period of May 4th to May 18th to execute the Statter Harbor work and would be available to pivot to North Douglas;
- h. With the direction from USACE to forgo the Statter Harbor breakwater geotechnical work, Docks & Harbors will have approximately \$1M in excess of the needs to complete the feasibility study.

6. I recommend we contract with Discovery Drilling to complete the necessary North Douglas Launch Ramp geotechnical investigation. Please contact me should you have questions at 586-0282.

#

Encl: (1) Contract No. RFP DH26-007-2 (Geotechnical Investigation – Statter Harbor Breakwater)

(2) Proposed geotechnical investigation – North Douglas Launch Ramp

(3) Written Best Finding Determination dated February 25, 2026



**PROFESSIONAL SERVICES CONTRACT
STATTER HARBOR BREAKWATER – GEOTECHNICAL
INVESTIGATION
Contract No. RFP DH26-007-2**

This Agreement is entered into by and between the City and Borough of Juneau, Alaska ("City"), and Discovery Drilling whose address is P.O.Box 111165, Anchorage, Alaska 99511, Phone:(907)344-6431, Fax:(866)901-3499 ("Contractor").

Witnesseth:

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

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

Now, Therefore, the parties agree as follows:

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

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

3. PERSONNEL, EQUIPMENT, SUPPLIES, AND LICENSES.

- (A) Except as noted in Appendix A, the Contractor represents that it has or will secure at its own expense all personnel, equipment, and supplies required in performing the services under this Contract.
- (B) All of the services required hereunder will be performed by the Contractor or under its supervision.
- (C) None of the work or services covered by this Contract shall be subcontracted without prior written approval of the Contract Administrator.

(D) Contractor warrants that it is fully licensed under all applicable local, state, and federal laws to perform the services to be provided hereunder.

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

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

6. The Contractor's representative shall be Keeter Brown, President, Discovery Drilling, Inc.

7. COMPENSATION. The City agrees to pay the Contractor according to the bid schedule attached as Appendix B.

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

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

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

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

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

13. CONFLICTS OF INTEREST. Contractor agrees that no employee of the City who has exercised or will exercise any authority over the specifications, procurement, supervision or payment for this Contract, and no member of the employee's immediate family, has had or will have any direct or indirect financial interest in this Contract. If the Contractor learns of any such interest, the Contractor shall without delay inform the City Attorney or one of the officers specified in Paragraph 5.

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

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

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

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

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

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

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

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

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

22. INSURANCE REQUIREMENTS . Contractor has secured and agrees to keep and maintain

in full force and effect, at its own expense, the insurance approved by CBJ Risk Management as outlined in Appendix C. At least 30 days prior to the cancellation, non-renewal or reduction in the amount of coverage, Contractor shall provide written notice to the CBJ's Risk Management. The Contractor's insurance shall be primary and any insurance maintained by the CBJ shall be non-contributory. If the Contractor maintains higher limits than shown below, the CBJ shall be entitled to coverage for the higher limits maintained by the Contractor.

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

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

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

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

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

CITY AND BOROUGH OF JUNEAU

Carl Uchytel 1/26/2026
Carl Uchytel, P.E. Date
Port Director

Discovery Drilling, Inc.

Keeter Brown 1/26/26
Keeter Brown Date
President

Approved as to content:

Matthew Sill 1/26/2025
Matthew Sill, P.E. Date
Port Engineer/Project Manager

Risk Management Review: Amber Treston 1/26/26 Amber Treston

Form Approved by: Nicole Lynch 1/26/2026 Nicole Lynch, Law Department

APPENDIX A: SCOPE OF SERVICES
STATTER HARBOR BREAKWATER – GEOTECHNICAL INVESTIGATION
Contract No. RFP DH26-007-2

SCOPE OF SERVICES: The scope includes mobilization of a qualified geotechnical driller working from a floating platform to collect subsurface soils to depths of 100 feet below mudline. The Contractor is to provide geotechnical drilling and sampling equipment for 2 test borings with the option of up to 6 test borings extending 100 feet below the mudline in 150 feet of water in Auke Bay, Alaska.

GENERAL INFORMATION

The Contractor will furnish all labor, management, facilities, supplies, equipment and material (other than those to be furnished by CBJ or USACE-AD as hereinafter provided), and do all things necessary for performance of the work as set forth below. The Contractor will furnish the required personnel, equipment, instruments, and transportation, as necessary to accomplish the required services and furnish to CBJ and USACE-AD reports and other data together with supporting material developed during the period of service. During the execution of the work, the Contractor will provide adequate professional supervision and quality control to assure the accuracy, quality, completeness, and progress of the work.

1.1 Purpose

The U.S. Army Corps of Engineers - Alaska District (USACE-AD) is conducting a geotechnical site investigation in Auke Bay in Juneau, Alaska. This request for bids is to provide drilling services, sampling equipment, and a vessel of opportunity. The investigations will consist of drilling and sampling. Ultimately, the geotechnical data obtained will be used to create a geotechnical data report by USACE-AD staff. To perform the planned investigation, USACE-AD needs to obtain geotechnical drilling and sampling services. **USACE-AD will provide an engineer to log soil boreholes and collect soil samples.** The location of the test borings is still to be decided by USACE-AD. A boring location map will be provided no later than 30 days prior to the Contractor mobilizing to the project site.

1.2 Definitions

Whenever the term “USACE-AD” is used herein, it refers to the U.S. Army Corps of Engineers - Alaska District. Whenever the term “CBJ” is used herein, it refers to City and Borough of Juneau. Whenever the term “Contractor” is used, it refers to the Contractor performing the work specified.

1.3 Responsibility

The Contractor is to furnish sufficient technical, supervisory, and administrative personnel to ensure the expeditious accomplishment of the work specified in this Contract. Additionally, the Contractor will furnish all services, materials, supplies, labor, and equipment in connection with this Contract.

1.4 Permits

The Contractor must comply with all Federal, State, and local laws, regulations, and ordinances relating to the performance of this work. The Contractor must coordinate and acquire all required certifications and licenses required by Federal, State, and local law for the execution of this work. CBJ will secure all necessary permits for the Contractor to complete the work.

1.5 Schedule

The start date of fieldwork will be at a time mutually agreed upon between the Contractor, CBJ, and USACE-AD, however, all drilling shall be completed no later than October 15, 2026. The required Detailed Work Plan shall be submitted to CBJ and USACE-AD a minimum of 30 days prior to the start of fieldwork. It is anticipated that the drilling operation will take place 24 hours per day, assuming 3 days at each location. USACE-AD is prepared to have engineers on site until the project is complete.

1.6 Protection of Property

During the field activities if any previously unidentified or unanticipated historical, archaeological, and/or cultural resources are discovered, all activities in the vicinity of the find must be temporarily suspended until advised by CBJ or USACE-AD to resume field activities.

2.0 SCOPE OF WORK

2.1 General

The purpose of this exploration is to characterize the subsurface soils to depths of 100 feet below mudline. The Contractor is to provide geotechnical drilling and sampling equipment for test borings extending 100 feet below the mudline in 150 feet of water. A project vicinity map is provided as Attachment 1. USACE-AD is still finalizing the locations of the boreholes. The locations of boreholes will be provided to the Contractor no later than 30 days prior to the contractor mobilizing to the project site.

2.2 Work Plan

Prior to starting work, a Detailed Work Plan must be submitted by the Contractor. The detailed Work Plan must include the proposed work schedule, a description of drilling and sampling methods, and a listing of subcontractors involved in the work. The detailed work plan should also include wave conditions that are acceptable for safe operation of equipment and vessels. The Detailed Work Plan must also include a quality assurance plan and accident prevention plan.

2.3 Mobilization and Demobilization

Prior to mobilization, a pre-trip meeting will be held to discuss the Detailed Work Plan and other services within the project scope. No separate payment will be made for moves between boreholes. Mobilization and demobilization will consist of delivery of all equipment, materials, supplies, vessels of opportunity, and personnel required for the work at the project site. The Contractor shall deliver soil samples that are collected as part of the investigation to Anchorage, Alaska. The Contractor will provide Notice to Mariners during on-site work.

2.4 Geotechnical Drilling and Soil Sampling

The Contractor shall furnish all personnel, equipment, transportation, vessels, and materials necessary to support the drilling effort described in this Statement of Work. Drilling equipment is to be equipped with all the accessories necessary for sampling to the depths specified in the Bid Schedule. All casing, drill stem, drill bits, samplers, sample catchers, drill fluid, pumps, and power necessary to accomplish the required boreholes and sampling is to be provided by the Contractor in a new or like-new condition. Any lost or abandoned equipment will be removed from the seafloor as directed by the Owner, in accordance with Additive item 10, Recovery of Equipment from seafloor. If drilling refusal is encountered due to dense soils, gravels, cobbles, boulders,

abandoned man-made obstacles, or any other types of obstruction, suitable methods shall be used to drill through such obstructions.

Proposed borehole locations may be offset due to natural obstructions, vessel traffic, or utilities upon USACE-AD approval. The project area may have historical or cultural resources (such as shipwrecks) that have not been identified or located. Prior to advancing the drill casing from the water column into the subsurface, an archaeologist provided by USACE-AD will lower a camera down the drill casing to visually assess the seafloor conditions. This quick assessment is intended to ensure that no cultural or historical resources will be impacted by the drilling activities and is designed to minimize any disruption to the drilling process. Boreholes found to interfere with cultural resources will be relocated such that they are as close to the intended location while ensuring no impact to the historical/cultural resource.

Drilling operations will take place in the vicinity of floating breakwater anchor chains, which may pose a risk of entanglement with the drilling vessel's anchors or positioning system. The Contractor will address this potential conflict in the Work Plan and include appropriate measures to avoid interference with existing infrastructure.

Boreholes and penetrometers may be relocated in the field within a radius of 50 feet to accommodate field conditions without prior USACE-AD approval. Contractor should anticipate presence of cobbles and boulders in the subsurface. USACE-AD reserves the right to change the location of boreholes and to adjust the depths and sampling intervals according to the nature of the subsurface conditions and materials encountered.

The USACE-AD will provide qualified Engineers, experienced in subsurface exploration to document all drilling, sampling, and testing operations. These individuals will be responsible for classifying samples and logging boreholes.

Sonic drilling or continuous sampling methods may be used. If continuous sampling is performed acrylic liner samples will be required for up to 30 feet of drilling per borehole to obtain relatively intact samples.

If non-continuous sampling is performed, Large Penetration Test (LPT) split-barrel samples will be collected at the surface and at the following depths: 2.5 feet, 5 feet, 7.5 feet, 10 feet, and at five-foot intervals to the bottom of the boreholes. LPTs must be performed with a 3.0 inch outside diameter by 2.5 inch inside diameter split-barrel sampler driven 18-inches below the drill casing with an automatic safety impact hammer weighing 340 lbs. Otherwise, all the provisions of ASTM D1586 must apply. At the discretion of USACE-AD, one additional LPT sample may be required between pre-determined sample intervals for each test borehole at no additional cost.

2.5 Penetrometer Test

One (1) penetrometer test will be performed adjacent to each borehole. Penetrometer tests will utilize NWJ diameter rod or similar and a 340 lbs impact hammer. Blow counts will be recorded for every 1-foot increment of penetration to 100 feet or refusal, whichever comes first. Refusal will be defined as 100 blows per foot.

2.6 Vessel of Opportunity and/or Support Vessels

Access to the offshore boreholes will require a watercraft that will also serve as a working platform. Drilling and sampling shall be performed offshore in waters up to 150 feet deep. The watercraft shall be stable enough to drill and perform split barrel sampling in waters up to 150 feet deep. The vessel will have space for one CBJ and up to three USACE-AD personnel to perform necessary duties with respect to the site investigation. CBJ Docks and Harbors will transport CBJ and USACE-AD personnel between the shore and the working platform.

2.7 Backfilling Boreholes

Upon completion of drilling it is permissible to leave boreholes to naturally in-fill.

**APPENDIX B: COMPENSATION
STATTER HARBOR BREAKWATER – GEOTECHNICAL INVESTIGATION
Contract No. RFP DH26-007-2**

Amount of Payment

Payment for the various items of the Bid Schedule, as attached herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of WORK being described, as necessary to complete the various items of the WORK all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of PERMITS and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA).

No separate payment will be made for any pay item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of WORK.

The price remains static regardless of any applicable tariff, duty, or governmental surcharge imposed or changed after the Effective Date of this Agreement.

BASE BID MEASUREMENT AND PAYMENT

Item 1 – Mobilization and Demobilization

Payment will be made for costs associated with mobilization and demobilization in accordance with Bid Item No. 1. No separate payment will be made for moves between boreholes. The unit of measure is per contract.

Item 2 – 100-ft Borehole with Sampling

Payment will be made for costs associated with the completion of drilling and sampling in accordance with Bid Item No. 2 for the borehole drilled to an approximate depth of 100 feet below the mudline or as directed by USACE-AD. Payment is measured by the successful borehole completion as determined by USACE-AD.

Item 3 – 100-ft Penetrometer Test

Payment will be made for costs associated with the completion of a penetrometer test in accordance with Bid Item No. 3 for a penetrometer completed to an approximate depth of 100 feet below the mudline or as directed by USACE-AD. Payment is measured by the successful penetrometer completion as determined by USACE-AD.

Item 4 – Vessel of Opportunity and Support Vessels

Vessel costs will be paid for as a job rate under Bid Item No. 4 “Vessel of Opportunity and Support Vessels” for completion of the boreholes. This does not include vessel costs for the following:

- Vessel mobilization and demobilization time (included in Item 1)
- Stand-down time due to adverse weather delays (included in Item 8)
- Stand-down time due to marine mammal monitoring (included in Item 9)

ADDITIVE ITEMS – MEASUREMENT AND PAYMENT

Item 5 – Additional 100-foot Borehole

This item is the same as base bid item No. 2, except that these additional boreholes may be authorized by the Owner as time and funding permits.

Item 6 – Additional 100-ft Penetrometer

This item is the same as base bid item No. 3 except that these additional penetrometers may be authorized by the Owner as time and funding permits.

Item 7 – Vessel of Opportunity and Support Vessels

This item is the same as bid item No. 4, except that these additional days of vessel of opportunity may be authorized by the Owner as time and funding permits.

Item 8 – 1-Hour Stand-Down due to Adverse Weather

There may be occurrences of inclement weather (adverse storm/wave conditions) at the project site when field operations cannot be performed due to concerns for quality data acquisition and general safety at the project site. General guidelines for inclement weather for this SOW optional item are defined as when the barge or vessel of opportunity that is utilizing a drill rig to sample is unable to hold position for drilling using reasonable effort and measures.

Item 8 may be exercised at any time during field work. The quantity in the proposal schedule is estimated and will not be exceeded. The Contractor will inform and receive approval from CBJ or USACE-AD prior to implementing an increment of stand-down time. Photographic and weather reports of the inclement weather at the site will be required on an hourly basis to document occurrences. Unit rates for stand-down time, given as a 1-hour time increment, will be established as options. Only eight 1-hour options will be awarded per shift for any given weather day. The Contractor should assume 4 weather standdown days (32 1-hour increments).

Item 9 – 1-Hour Stand-Down due to Marine Mammal Monitoring

Geotechnical exploration work has the potential to impact marine mammals. The Government will provide protected species observers (PSOs) to monitor the applicable exclusion radii for geotechnical exploration activities. The exclusion radii applicable to various project activities is shown in Table 4-1. The PSOs will be required to have a clear view of the exclusion radii during project activities and will have no other duties during project activities. The PSOs will observe the exclusion radii for 30 minutes prior to allowing work to begin for the day and prior to allowing work to recommence after a stoppage. Adequate visibility considering environmental conditions such as light and weather to observe the exclusion radii must be available to allow work to commence. The PSOs will have the ability to stop work, as soon as safely possible, if a marine mammal is observed in the exclusion radii or appears to be on a path to encroach on the exclusion radii.

Table 4-1. Exclusion radii applicable to various project activities.

| Project activity | Exclusion radius |
|------------------|------------------|
| Drilling | 360m |

| | |
|---------------|-----|
| LPT | 50m |
| Penetrometer | 50m |
| Transit | 50m |
| Repositioning | 50m |

There may be occurrences of marine mammal monitoring impacts when the vessel is unable to perform the geotechnical drilling. If the marine mammal monitoring shutdown exceeds 1-hour, Additive Item 9 may be exercised for consecutive hours until the shutdown is complete, as required by the USACE marine mammal observer. The Contractor shall propose separate stand-down unit rates, in terms of 1-hour time increments.

Item 9 may be exercised at any time during field work, the quantity in the proposal schedule is estimated and shall not be exceeded without authorization from the CBJ. The Contractor shall inform and receive approval from the CBJ or USACE-AD prior to implementing an increment of stand-down time. Reports of the marine mammal within the shutdown distance will be required on an hourly basis to document occurrences. Unit rates for stand-down time, given as a 1-hour time increment, will be established as options. The Contractor should assume 24 marine mammal stand-down hours for the geotechnical investigation.

Item 10 – Removal of Equipment from Seafloor

There may be occurrences of equipment or materials lost overboard during the execution of the Contract, this bid item will cover the costs of retrieving those items from the seafloor.

Item 10 may be exercised at any time during field work. The Contractor shall inform and receive approval from the CBJ or USACE-AD prior to removal of equipment from the seafloor. The Contractor should assume 2 days of work under this bid item.

Method of Payment

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

Contractor Invoice Requirements

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

Bid Schedule

| Item | Description | Units | Qty | Unit Price | Subtotal |
|------|--|----------|-----|-----------------------|------------------|
| 1 | Mobilization/demobilization of drill rig, drill equipment, supplies, and personnel | Lump Sum | 1 | \$235,450 | \$234,450 |
| 2 | 100-foot Borehole with Split Barrel Sampling and Backfill | Each | 2 | \$51,800 | \$103,600 |
| 3 | 100-foot Penetrometer Test | Each | 2 | \$23,500 | \$47,000 |
| 4 | Vessel of Opportunity and Support Vessels | Day | 6 | \$28,510 | \$171,060 |
| | | | | Base Bid Total | \$557,110 |

Additive Items

| | | | | | |
|----|---|------|----|-----------------------|------------------|
| 5 | 100-foot Borehole with Split Barrel Sampling and Backfill | Each | 4 | \$51,800 | \$207,200 |
| 6 | 100-foot Penetrometer Test | Each | 4 | \$23,500 | \$94,000 |
| 7 | Vessel of Opportunity and Support Vessels | Day | 12 | \$28,510 | \$342,120 |
| 8 | 1-Hour Stand-Down due to Adverse Weather | Each | 32 | \$2,980 | \$95,360 |
| 9 | 1-Hour Stand-Down due to Marine Mammal Monitoring | Each | 24 | \$2,980 | \$71,520 |
| 10 | Removal of Equipment from Seafloor | Day | 2 | \$36,334 | \$72,668 |
| | | | | Additive Total | \$882,868 |

ATTACHMENT 2 - BID SCHEDULE

TOTAL BID (BASE+ADDITIVE) \$1,439,978.00
(Price in Figures)

Date: 10/28/2025 Bidder: Discovery Drilling Inc.
(Company Name)

APPENDIX C: INSURANCE REQUIREMENTS
STATTER HARBOR BREAKWATER – GEOTECHNICAL INVESTIGATION
Contract No. RFP DH26-007-2

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

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

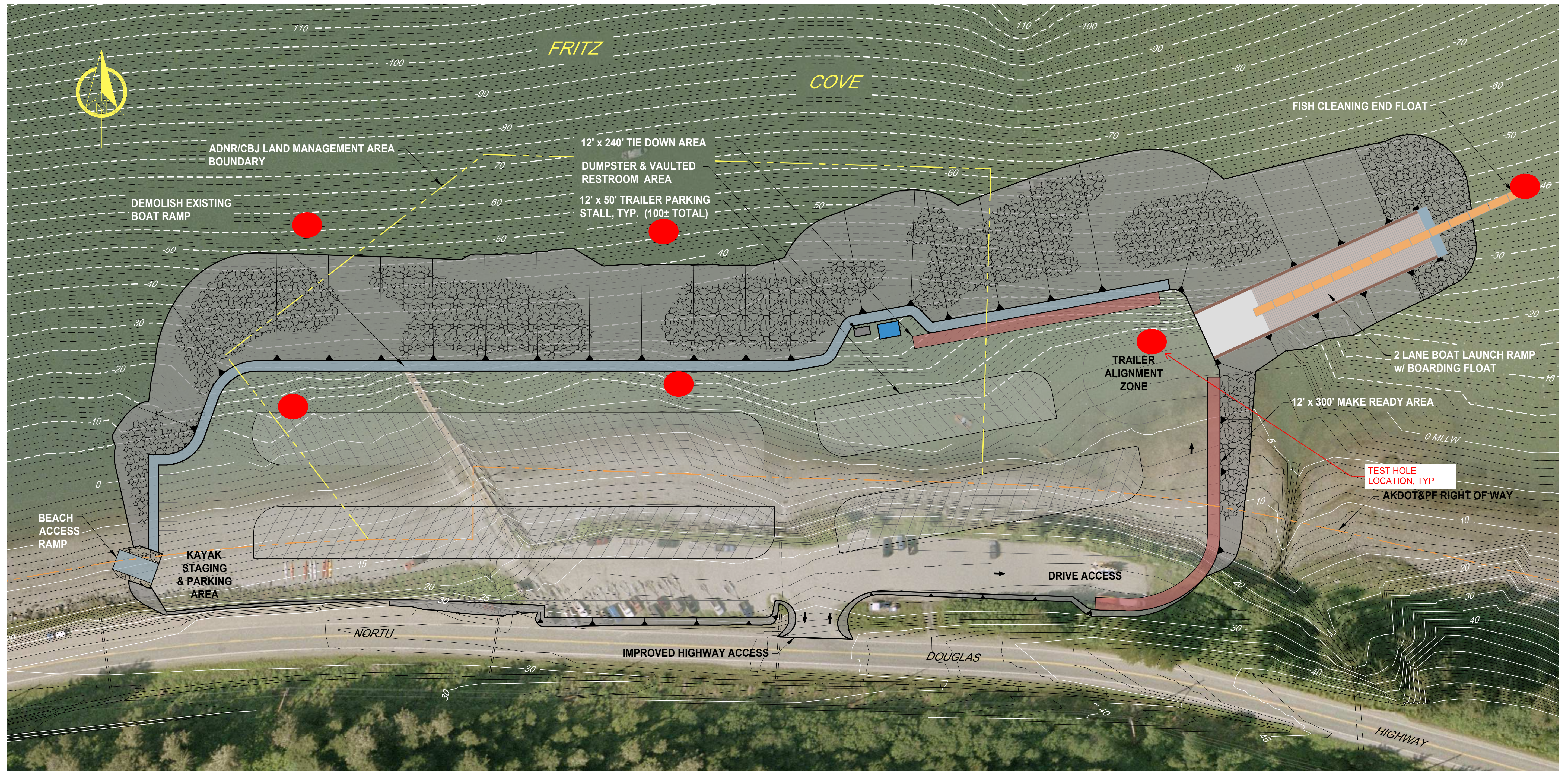
Commercial General Liability Insurance. The Contractor must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against the Contractor. This amount must be at least one million dollars (\$1,000,000.00) per occurrence, and two million dollars (\$2,000,000.00) aggregate. This coverage must include no marine exclusions, or Contractor shall maintain a separate Marine General Liability coverage with the same limits stated above.

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

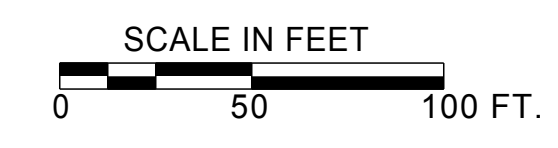
Marine Protection and Indemnity: \$2,000,000 per Accident or Occurrence including coverage for all crew members. Divers must have appropriate certifications. This coverage is required for any in-water work performed on a marine vessel. **This insurance policy is to contain, or be endorsed to contain, additional insured status for the CBJ, its officers, officials, employees, and volunteers.**

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

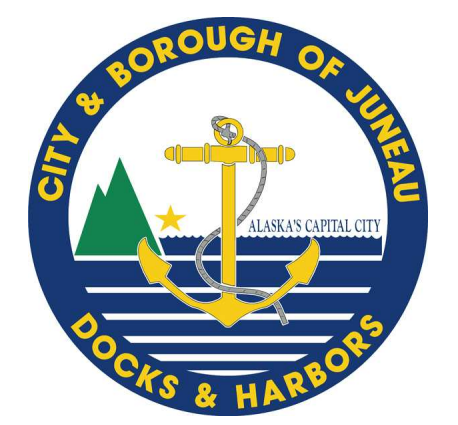
Comprehensive Automobile Liability Insurance. The coverage shall include all owned, hired, and non-owned vehicles to a one million dollar (\$1,000,000.00) combined single limit coverage.



| QUANTITY SUMMARY | |
|------------------------------|-------------|
| ITEM | VOLUME (CY) |
| ROCK EMBANKMENT & ARMOR | 335,000 |
| 12x50 TRAILER PARKING STALLS | 100 |



PRELIMINARY



| REVISIONS | | | | | |
|-----------|------|-------------|------|------|------|
| REV. | DATE | DESCRIPTION | DWN. | CKD. | APP. |
| | | | | | |
| | | | | | |
| | | | | | |

P | N | D
ENGINEERS, INC.

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DESIGN: CRS CHECKED: CRS SCALE: AS SHOWN
DRAWN: PJD APPROVED: CRS

DATE: MAR., 2019

**CITY & BOROUGH OF JUNEAU
NORTH DOUGLAS BOAT LAUNCH STUDY**

SHEET TITLE: **NORTH DOUGLAS BOAT LAUNCH
CONCEPT NO.3**

PND PROJECT NO.182082

3
SHEET
3 OF 3



City & Borough of Juneau - Docks & Harbors

Written Best Interest Finding

Contract Modification for additional Geotechnical Investigation

February 25, 2026

Background: Docks & Harbors is in a multi-year partnership with the US Army Corps of Engineers to recapitalize an aging breakwater protecting the Statter Harbor infrastructure in Auke Bay. The federal process is led by the USACE – Alaska District with Docks & Harbors being the local sponsor providing 50% of the funding for the feasibility study. The local sponsor cost share is expected to be \$1.5M over the three years of the study, which commenced in September 2024. The federal government accepts work-in-kind contributions as meeting the local sponsor fiscal obligations. In the spring of 2025, USACE approached Docks & Harbors to finance and contract for collection of soil samples under a geotechnical investigation. Docks & Harbors executed a formal solicitation for geotechnical work in which bids were opened in October 2025. A formal contract between Docks & Harbors and Discovery Drilling was signed on January 26th. The contract base award was for \$557K with additive items of \$883K, for a total bid of \$1.44M. Discovery Drilling was the sole responsive bidder to the formal solicitation. Throughout this process, USACE was consulted and advised of the efforts to secure the geotechnical investigation contract. On February 19th, the USACE notified Docks & Harbors of a managerial decision not to proceed with the geotechnical investigation and that no funds should be expended for the breakwater project and to cancel the contract. The contract has language which allows for “termination for the convenience of the city”.

Concurrent with the breakwater recapitalization is a Docks & Harbors Board priority to expanding North Douglas Launch Ramp. In support of this direction, Docks & Harbors staff have had informal discussions with Discovery Drilling regarding extending their mobilization to include soil sampling at North Douglas. The distance between the two sites is approximately four miles. Although Discovery Drilling expressed strong interest in conducting additional geotechnical work, no formal request for quote was made prior to the February 19th notification.

Legal Precedence: Generally, a government contract that was initially competitively bid cannot be materially modified because that is tantamount to forming a new contract, which should be accomplished by starting all over again with competitive bidding. However, not all modifications to competitively bid contracts are prohibited, only those regarded as material. The materiality concept prohibits those changes which tend to be subversive of the



City & Borough of Juneau - Docks & Harbors

Written Best Interest Finding

Contract Modification for additional Geotechnical Investigation

February 25, 2026

purposes of competitive bidding. In determining whether a modification has this tendency, courts have found the following factors to be of importance:

- (1) the legitimacy of the reasons for the change;
- (2) whether the reasons for the change were unforeseen at the time the contract was made;
- (3) the timing of the change;
- (4) whether the contract contains clauses authorizing modifications;
- (5) the extent of the change, relative to the original contract.

Findings of Fact:

1. The decision of the USACE to direct Docks & Harbors to forgo geotechnical investigation at Statter Harbor was made in the best interests of the federal government.
2. USACE made the decision, without prior notice, to cancel the Statter Harbor geotechnical investigation three weeks following contract award to Discovery Drilling.
3. Docks & Harbors is not obligated financially to reimburse the contractor for loss of economic opportunities due to the cancellation of the bid.
4. Discovery Drilling was financially disenfranchised with the decision to cancel the Statter Harbor geotechnical investigation without remedy.
5. Docks & Harbors have been engaged in discussions with Discovery Drilling since December 2025 for a proposed contract modification to include geotechnical work at the North Douglas Launch Ramp.
6. Docks & Harbors staff has spent significant time (excess of 120 hours) managing the bid drafting, planning, solicitation and award at the request of the USACE.
7. There are only four drilling companies in Alaska capable of providing the geotechnical sampling as prescribed in the original bid solicitation, all from the Anchorage area.
8. Discovery Drilling was the only responsive bidder to the bid solicitation.
9. The proposed geotechnical work required for the North Douglas Launch Ramp is the same work which was solicited for and awarded to Discovery Drilling.
10. The proposed location of the Statter Harbor geotechnical sampling site (Auke Bay) is essentially the same body of water where the North Douglas Launch Ramp (Fritz Cove) separated by 4 miles.



City & Borough of Juneau - Docks & Harbors

Written Best Interest Finding

Contract Modification for additional Geotechnical Investigation

February 25, 2026

11. The signed contract has language authorizing changes, to wit: *CHANGES. The City may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be mutually agreed upon in writing before they will be regarded as part of this Contract.*
12. Discovery Drilling is open to a proposal to provide geotechnical investigatory work at the North Douglas Launch Ramp consistent with the work which was bid and a contract signed for at Statter Harbor.
13. Discovery Drilling has availability with the cancellation of the Statter Harbor work to accomplish the North Douglas geotechnical work.

Opinion:

1. Although there are no recoverable costs available to the contractor, Docks & Harbors does not endeavor to execute formal signed contracts only to cancel three weeks later.
2. To advance the North Douglas Launch Ramp Expansion project, an Assembly and Board priority, Docks & Harbors will need to conduct a geotechnical investigation.
3. The cancellation of the Statter Harbor geotechnical work still provides a convenient opportunity for the contractor to plan for and provide a cost proposal to mobilize to Juneau.
4. Docks & Harbors staff invested substantial resources in a good faith effort in support of USACE needs to conduct geotechnical sampling at Statter Harbor, salvaging work at North Douglas mitigates loss time.
5. The work contracted for Statter Harbor is within the same scope which would be accomplished at North Douglas Launch Ramp and is allowed for in the signed contact.

Conclusion: It is in best interest of Docks & Harbors, and consistent with legal precedence, to modify the existing contract with Discovery Drill for Statter Harbor to negotiate a proposal for a geotechnical investigation at North Douglas Launch Ramp.

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3



City & Borough of Juneau Docks & Harbors Board of Directors

RESOLUTION NO. 2026-3

A RESOLUTION OF THE CITY & BOROUGH OF JUNEAU – DOCKS & HARBORS BOARD IN SUPPORT OF DONATING LAUNCH PERMITS TO NON-PROFIT ORGANIZATIONS

Whereas, the Docks & Harbors Board wishes to advance local economic opportunities, encourage the use of our harbor facilities, increase the favorability of the Docks & Harbor brand and support non-profits in the community; and,

Whereas, the Docks & Harbors has historically not contributed to request for donations and marketing until 2024 with the initial request from the Territorial Sportsmen, Inc; and,

Whereas, Docks & Harbors Staff has recently been bringing donation requests for Board action; and,

Whereas, Docks & Harbors Board requests that future requests for donated City & Borough of Juneau – Docks & Harbors Launch Ramps meet the following criteria:

- (1) The applicant must be a non-profit and registered as a 501(c) organization with an address in the City & Borough of Juneau;
- (2) That the non-profit has a nexus to the Juneau waterfront or harbors or in support of the mission of Docks & Harbors;
- (3) That no more than five donated permits be issued each fiscal year;
- (4) That Docks & Harbors Staff establish an application form for interested non-profit organizations to apply;
- (5) That the application deadline for the application period ends on June 30th;
- (6) In the event more applications are received by the deadline date than the number of permits available, the Docks & Harbors Board will convene a Selection Committee to determine the awardees on a fiscal year cycle.

Now therefore be it resolved that the City & Borough of Juneau -Docks & Harbors Board supports the issuance of donated Launch Ramps to non-profit organization with a sunset date of July 1, 2029 unless amended by Board action.

Passed and approved by a duly constituted quorum of the City & Borough of Juneau Docks & Harbors Board of Directors on this ___th day of _____ 2026.



City & Borough of Juneau
Docks & Harbors Board of Directors

Shem Sooter
Board Chair

Leah Narum
Docks & Harbors Administrative Officer

Attested

DRAFT