



DOCKS AND HARBORS REGULAR BOARD AGENDA

February 23, 2023 at 5:00 PM

City Hall Conf. Room 224/Zoom Webinar

<https://juneau.zoom.us/j/87827401698> or 1-253-215-8782 Webinar ID: 878 2740 1698 Passcode: 668747

- A. **CALL TO ORDER: (5:00 pm in CBJ City Hall Room 224 & Zoom meeting)**
- B. **ROLL CALL: (James Becker, Paul Grant, Debbie Hart, David Larkin, Matther Leither, Mark Ridgway, Annette Smith, and Don Etheridge)**
- C. **PORT DIRECTOR REQUESTS FOR AGENDA CHANGES**
- D. **PUBLIC PARTICIPATION ON NON-AGENDA ITEMS** (not to exceed five minutes per person, or twenty minutes total time)
- E. **APPROVAL OF MINUTES**
 - [1.](#) January 26th, 2023 Board Meeting Minutes
- F. **CONSENT AGENDA**

- [2.](#) Aurora Harbor Phase III Funds Transfer Request

Presentation by Port Director

RECOMMENDATION: TO APPROVE THE FUND TRANSFER REQUEST FOR AURORA HARBOR PHASE III IN MEMO DATED FEBRUARY 10TH, 2023

- [3.](#) ADOT Harbor Facility Grant Acceptance - Aurora Harbor Phase III

Presentation by Port Director

RECOMMENDATION: TO ACCEPT A \$2M ADOT HARBOR FACILITY GRANT FOR AURORA HARBOR.

MOTION: TO APPROVE THE CONSENT AGENDA AS PRESENTED.

- G. **UNFINISHED BUSINESS**

- [4.](#) UAS Property & Potential Lease Extension

Presentation by the Port Director

Board Questions

Public Questions

Board Discussion/Action

MOTION: TO ACCEPT (OR REJECT) AN UNIVERSITY OF ALASKA OFFER TO ENTER INTO A NEW LEASE AGREEMENT FOR \$100,000 PER YEAR FOR THE EXISTING 2.77 ACRE LEASED PROPERTY.

- [5.](#) Harbor Rate Study - Next Steps

Presentation by Port Director

Board Questions

Public Comments

Board Discussion/Action

MOTION: TO ACCEPT THE FINDINGS OF THE HDR REPORT AND DIRECT STAFF TO BEGIN A PROCESS, WITH BOARD ENGAGEMENT, TO RAISE FEES 9% ACROSS THE DOCKS ENTERPRISE AND HARBOR ENTERPRISE.

H. NEW BUSINESS

I. ITEMS FOR INFORMATION/DISCUSSION

6. Vessel Insurance

Presentation by Port Director

Board Discussion/Public Comment

J. COMMITTEE AND MEMBER REPORTS

1. Operations Committee Meeting Report
2. Assembly Lands Committee Liaison Report
3. Auke Bay Neighborhood Association Liaison Report
4. South Douglas/West Juneau Liaison Report
5. Member Reports

K. PORT ENGINEER'S REPORT

L. HARBORMASTER'S REPORT

M. PORT DIRECTOR'S REPORT

N. ASSEMBLY LIAISON REPORT

O. BOARD ADMINISTRATIVE MATTERS -

- a. Ops/Planning Committee Meeting - Wednesday March 22nd, 2023
- b. Board Meeting - Thursday March 30th, 2023

P. ADJOURNMENT

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

CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING MINUTES
For Thursday, January 26th, 2023
CBJ Room 224 and via Zoom Meeting

A. Call to Order – Mr. Etheridge called the meeting to order at 6:00 p.m. in room 224 and via Zoom.

B. Roll Call – The following members attended in CBJ room 224 or via Zoom; James Becker, Paul Grant, Debbie Hart, Matthew Leither, Annette Smith and Don Etheridge.

Absent – Mark Ridgway and David Larkin

Also in Attendance – Carl Uchtyl – Port Director; Matthew Creswell – Harbormaster; Matthew Sill – Port Engineer; Teena Larson – Administrative Officer; Benjamin Brown – City Attorney; Nichole Benedict – Administrative Assistant; and Charles Horan – Horan & Company.

C. Port Directors Request for Agenda Changes

Bid Award for Aurora Harbor Phase III – Electrical Government Furnished Equipment (GFE) Procurement (DH23-014) was removed from the agenda.

MOTION By MS. SMITH: TO APPROVE THE AGENDA AS AMENDED AND ASK UNANIMOUS CONSENT.

Motion passed with no objections.

D. Public Participation on Non-Agenda Items

Karl Leis – Juneau, Alaska

Mr. Leis spoke on behalf of his business Karl's Auto and Marine. He is concerned about vessels using the Docks & Harbors (D&H) side of the property at the Auke Bay Loading Facility (ABLF). He wanted the Board to know he has the permitting, infrastructure, disposal capabilities and insurance to conduct boat maintenance. He would like to know what would happen if vessels had an oil spill on the unpermitted D&H side, and who would be responsible. When he initially leased the property to conduct boatyard business, he was under the impression all boat maintenance would be done at his facility because he complied with regulatory rules. He would like the Board to take into consideration what is being allowed on the D&H side of the property and the potential for environmental problems. Mr. Leis has invested a lot of money to give the city a boatyard capable of being in compliance with regulatory rules.

Ms. Smith asked if his plan was expandable to the other side of the property if needed.

Mr. Leis said yes, his permit could be expanded to the other side of the ABLF property. He feels on a busy day there is only three boats that would need to be serviced and the

space he has now would be adequate. He currently has over twenty boats being stored on his property and there is plenty of room for more.

Ben DiMarzio – Juneau, Alaska

Mr. DiMarzio spoke on behalf of his company Juneau Tours. His company is one of the main users of the D&H side of the property to do boat maintenance. He wanted the Board to know Juneau Tours has other options other than using the D&H side of the property. He feels his company is large enough to manage getting the required permit and having safe maintenance practices elsewhere. They currently only service one boat at a time and he said they are not afraid to pay Karl's Auto and Marine for the service but are afraid of available access and his capabilities to service boats in the evenings. Juneau Tours currently enjoy twenty-four hour access to the D&H side of the property and he believes Karl's could not accommodate that. Mr. DiMarzio said he would be fine obtaining insurance to perform these tasks on the D&H side if that was required.

E. Approval of Minutes

1. December 29th, 2022 Regular Board Minutes – Hearing no objection the minutes were approved as presented.

F. Consent Agenda

- A. Public Request for Consent Agenda Changes – None
- B. Board Members Request for Consent Agenda Changes – None
- C. Items for Action

2. FY 23/24 Budget

MOTION By MS. HART: TO APPROVE THE CONSENT AGENDA AS PRESENTED AND ASK UNANIMOUS CONSENT.

Motion passed with no objections.

G. Unfinished Business

3. Appraisal Instructions – Hansen Gress Property

Mr. Uchytel spoke about the memo on page twelve in the packet. Hansen Gress petitioned the Lands Manager to purchase the property. Attending tonight is Charles Horan from Horan & Company, the term contracted appraisal company.

Board Questions

Ms. Smith would like to know why Mr. Horan requested the easement requirement be removed before completing the appraisal of the property.

Mr. Horan said a normal easement would be on the side of the property or along the street. He believes the easement requirement the Board has requested would interrupt the function of the property and diminish the value. He does not believe this easement request would benefit D&H or the City and Borough of Juneau. There are already two

easements on this property, one from the Alaska Department of Transportation (DOT) and the other from CBJ on the street side.

Ms. Hart asked how a seawalk would go across this property in future plans.

Mr. Uchytel said D&H has not put a lot of thought into a seawalk across this property. He wanted Mr. Horan to explain how one appraises lots and determine their value.

Mr. Horan said the appraisal done on this property in 2019 showed a potential for fill and a possible Seawalk going along the shore up to the Hansen-Gress property. He said he does not see a benefit to putting an easement on this property. He valued this waterfront property on a price per square foot basis. The market is paying less per square foot for unfilled land. He said you have these weird shape parcels as tidelands to keep property owners from building out over the water. The leased value of a small tideland parcels is figured by highest and best use.

Mr. Grant wants to make sure future use by D&H or CBJ would not be precluded by this sale. He also wants to make sure this property is being valued correctly. It is a small piece of land, but once sold the landowner would have premium waterfront property.

Mr. Horan did not feel it would limit access to the CBJ tidelands. The appraised value does address the increase in value now that the two parcels are one.

Mr. Leither said Mr. Horan is not working for either side; he is only coming up with the value of the property.

Public Comment – None

Board Discussion/Action

MOTION By MS. SMITH: TO REMOVE THE REQUIREMENT FOR THE EASEMENT ENCUMBERING THE HANSEN GRESS PROPERTY CONVEYANCE AND ASK UNANIMOUS CONSENT.

Motion passed with no objection.

4. ByLaw Changes

Mr. Grant shared the proposed changes starting on page thirty-six of the packet. He added a line under paragraph eleven stating Board member's conduct shall be governed by CBJ ordinance 01.45.

Mr. Uchytel said it should read Chapter 01.45 instead of ordinance. Electronic participation is allowed but in-person attendance is encouraged.

Board Questions – None

Public Comment – None
Board Discussion/Action

MOTION By MS. SMITH: TO FORWARD THESE BYLAW CHANGES AS AMENDED TO THE ASSEMBLY AND ASK UNANIMOUS CONSENT.

Motion passed with no objections.

H. Items for Information/Discussion

5. Harbor Rate Study – Next Steps

Mr. Etheridge has been discussing having informational public meetings downtown and in the Mendenhall Valley. Mr. Uchytel has been meeting with staff to brainstorm public outreach ideas as well. One of the ideas was to put it on the D&H Facebook page. He needs to know when the rate adjustments will be put in place. He has concerns doing it at the fiscal year when we are already adjusting rates by the Urban Alaska Consumer Price Index (CPI). He suggested doing it effective January 1, 2024.

Board Discussion/Action

Ms. Smith asked what was in the best interest for the cruise ship companies and their budget.

Mr. Grant said this is an information item so no decisions need to be made yet. He does not want the rates increased at the same time as the CPI adjustment.

Mr. Etheridge said the Board could choose not to implement the CPI adjustment this year.

Public Comment

Kirby Day – Juneau, Alaska

Mr. Day said the cruise industry would like to know about the increase as soon as possible. He would like the increase to be by calendar year so D&H is not changing fees in the middle of the summer. The CPI adjustment on April 1st is fine for the cruise industry's budget.

6. Request for Proposal (RFP) – Juneau Port Master Planning

Mr. Uchytel was asked by the City Manager to put together this RFP for design work on a port master plan. The Assembly finds it desirable to have a local port plan that is led by D&H. This plan would harmonize the efforts of Huna-Totem Corp, U.S. Coast Guard, D&H Small Cruise Ship Infrastructure and Goldbelt's new Seadrome Building. This would also coordinate dock electrification throughout all of the cruise ship docks. The next step is the Assembly approving \$300K for this RFP.

Board Discussion/Action

Mr. Grant asked about the deliverable date. He also asked if there was an element of stakeholder consultation or mediation process. What if two design ideas by different companies are unable to come together.

Mr. Uchytel said the deliverables would be detailed in the final contract. The RFP is an invitation for contactors and engineering consultants to organize a master plan. It is for a conceptual product of certain aspects of the waterfront. On page fifty-one in the packet it lists the different entities we want to bring together for a well-rounded finished design product. Mr. Uchytel is unsure if these entities will be happy we are taking on some of the design aspects, or if they will decline to meet.

Mr. Leither said he is looking at this list, some are government agencies, and some are private companies. He thinks this RFP is a good idea but is concerned how much we anticipate spending.

Mr. Uchytel said it depends how far we take it. If geotechnical work is done it could easily end up being quite expensive. This RFP is to alleviate local and Assembly concerns. Huna-Totem does not own the tidelands needed to build the cruise ship dock. They will need to go through the Assembly for approval.

Ms. Smith did not see anything about the uplands development tying everything together. She would like the public more involved.

Mr. Etheridge said if a Board member would like to comment on this RFP, or would like to share an idea, please send that to the Assembly in writing.

Public Comment

Fred Parady – Huna Totem Corporation

Mr. Parady is the Chief Operating Officer at Huna-Totem Corporation. Huna-Totem now owns the Subport property. Huna-Totem is excited to develop the property and is contributing \$150M to the project. Huna-Totem is not asking for any tax breaks, bond revenue or help with the property's development. He is hoping the property will be operational by May 2025. Mr. Parady believes the RFP is too broad, open-ended and redundant of other work they will already be doing. He has deep concerns this RFP will delay the project and his timeline. He is also concerned the RFP has not been critically examined or had any public process completed. The suggestion that CBJ is the only party that can facilitate this port design is false in his view. He is concerned we are stacking negative what-ifs when he has not heard anything negative from the community about this exciting plan.

Mickey Richardson – Juneau, Alaska

Mickey Richardson said he is speaking to the Board as the designer of this project and a Juneau citizen. He is currently developing a similar project in Whittier, AK, as well as other locations. His full intent is to work with CBJ throughout this process. He feels this RFP is premature. He believes this RFP will cost upwards of \$750K for what they want.

He thinks the RFP is wasting taxpayer money and CBJ should wait and see what Huna-Totem does. He also knows the U.S. Coast Guard has said no three times when asked to be involved with the study. Huna-Totem has already collaborated with Goldbelt Inc., as they are the native leader in the community. They have also met with AEL&P about dock electrification and plan to put in a seawalk. Huna Totem believes their plan eases traffic congestion and they have plans to make the parking garage electrified for electric vehicles and buses. The new dock is not meant to increase the number of ships; they are supportive of a five-ship cap in Juneau. They are also supportive of the public process and are doing that now for their conditional use permit.

Jason Davis – Anchorage, Alaska

Mr. Davis is the marine design build contractor for Huna-Totem. His firm has been rated as the most highly technical contractor around Alaska. He is working with a professional Naval architect for a mooring analysis regarding wind and wave suitability. He is also working directly with the cruise lines to get needed information about the ships. His company has a payment and performance bond to ensure the results are correct. They are responsible for all of the permitting to include the environment study requirements. He feels his company is in the best position to complete Scope items A through E on the RFP. Mr. Davis feels it is inappropriate to spend tax money to try to do port planning and technical evaluation on private property.

Roger Calloway – Juneau, Alaska

Mr. Calloway owns Reliable Transfer and is a board member of the Chamber of Commerce and the Alaska Coalition. Both of these organizations are writing to the Assembly against this RFP. He feels it is redundant and wasteful spending. He is also unsure if the entities involved in the RFP will even participate. There is great public support for this project and against an ordinance and this RFP.

Kirby Day – Juneau, Alaska

Mr. Day is speaking on behalf of himself. He wanted the Board to know he has met with Huna-Totem through the CBJ Visitor Industry Task Force. They are following the Visitor Industry Task Force recommendations. He feels their plan does help with congestion in the downtown area. Mr. Day feels this is a good project and they are listening to recommendations.

I. Committee and Member Reports

1. Operations Committee Meeting Report – None
2. Assembly Lands Committee Liaison Report – None
3. Auke Bay Neighborhood Association Liaison Report – None
4. South Douglas/West Juneau Liaison Report – None
5. Member Reports – None

J. Port Engineer's Report

- Last week Trucano Construction completed driving all of the pilings for the Marine Park Deckover Project. They will be installing the large beams in the next couple of weeks.
- The new restrooms at Statter Harbor broke ground this week and they are starting foundation work.
- The Aurora Harbor Phase III project will bid in the middle of March 2023. The electrical components of this project are currently out for bid.

K. Harbormaster's Report

- Mr. Creswell is working with the Alaska Department of Environmental Conservation (DEC) to find out what can be done at the Auke Bay Loading Facility. They refused to provide a list but instead asked for a memo of what the facility is being used for. We were able to apply for a certificate of No Exposure. He did not include power washing but did include simple maintenance and closed loop oil changes. The DEC approved the certificate.
- A twenty-two foot vessel sank in Statter Harbor today. The vessel still had a single line attached but was completely submerged. The U.S. Coast Guard and DEC came out to inspect the vessel. The vessel was not insured and the owner has no means to raise it.
- He is preparing for the 2023 tourist season. D&H is soliciting for a Port Operations Supervisor. He met with three candidates today about this position.
- Crane #2 is down for repairs at the Fisherman's Terminal. Maritime Hydraulics is working hard to source a new gearbox to complete repairs.
- Mr. Creswell said they were able to figure out how vandals were breaking into the Harris Harbor restrooms. He is replacing the door handle plate to stop illegal entry. He is switching the showers to a token system to prevent thieves from breaking in and stealing quarters. He is also in the process of ordering a 360-degree camera to monitor the restrooms.

Mr. Grant asked if we are competing with private industry at the ABLF. He would like the Board to discuss this further. He is wondering why we are not charging for this service.

Ms. Smith wanted to know if we should be requiring insurance or increase the Vessel Disposal Surcharge.

Mr. Creswell would like to see the Vessel Disposal Surcharge increased substantially. The current fee is \$0.25 per foot and it does not apply to transient harbor vessels.

Mr. Leither would like to see the Vessel Disposal Surcharge applied to transient vessels as well as permanent stallholders. Many transient vessels are at our harbors year-round waiting to be a permanent stallholder.

Mr. Uchytel said Skagway, Haines, Sitka, Wrangell, Petersburg and Ketchikan do not have insurance requirements.

L. Port Director's Report

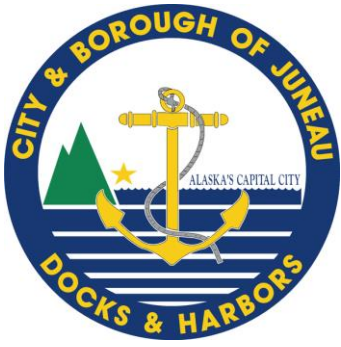
- Ms. Lacey Derr resigned from the Board leaving a vacancy.
- We have previously applied for a RAISE Grant for dock electrification, Fisherman's Terminal improvements and small cruise ship infrastructure. He does not want to submit RAISE Grant applications for these projects this year.
- Mr. Uchytel said D&H applied for a PIDP grant for dock electrification and the Fisherman's Terminal improvements. They really liked the Fisherman's Terminal submission and encouraged us to apply for it again this year. The fact that we do not own the property hurts our application.
- Mr. Uchytel met with representatives from UAS and shared the ideas of educational benefits CBJ could offer to decrease the lease amount at the Fisherman's Terminal property. They seemed pleased, although, he does not know how much of a decrease they are considering.
- Mr. Uchytel said the RFP for the Juneau Port Master Planning will not use taxpayer money. Marine Passenger Fees would fund the RFP. The challenge is the Assembly is not completely onboard with a fifth cruise ship dock.

M. Assembly Liaison Report – None

N. Board Administrative Matters

- a. Ops/Planning Committee Meeting – Wednesday, February 15th, 2023
- b. Board Meeting – Thursday, February 23rd, 2023
- c. Mr. Etheridge appointed Ms. Hart the Vice Chair position on the Board without objection.
- d. Mr. Grant would like the Board to write a letter to Ms. Derr commending her excellent service on the Board.
- e. Ms. Hart would like to see the ordinance taking away waterfront planning from D&H on the next Operations/Planning Committee agenda.
- f. Ms. Smith would like to put the Vessel Disposal Surcharge on the next Operations/Planning Committee agenda.

O. Adjournment – The meeting adjourned at 8:47 p.m.



Port of Juneau

155 S. Seward Street • Juneau, AK 99801
(907) 586-0292 Phone • (907) 586-0295 Fax

From: *Carl J. Uchytel*
Carl Uchytel, Port Director

To: City & Borough of Juneau Assembly

Via: (1) Docks & Harbors Operations & Planning Committee
(2) Docks & Harbors Board

Date: February 10th, 2023

Re: Funds Transfer Request – Housekeeping & Aurora Harbor Phase III

1. Docks & Harbors, working in collaboration with the Finance Department, needs to execute administrative actions to advertise and award a contract for the Aurora Harbor Phase III project in a timely manner. We are anticipating a \$4M construction project by leveraging \$2M in local match with \$2M from an ADOT Harbor Facility Grant. We were formally notified on July 13th, 2022 that we were the recipient of the \$2M ADOT grant and that we had six months to complete a grant agreement contract. We requested and received an extension to July 31st which requires Docks & Harbors to award a construction contract for the project. We are on track for the Assembly to approve a bid award on March 20th for the Aurora Harbor Phase III project.

2. The local match will be achieved through \$1M from the Harbor Fund Balance, which has already been transferred into the Capital Improvement Project (CIP H51-125); and, \$1.5M from the voter approved 2017 One-Percent Sales Tax Initiative. The challenge with the funding from the 1% Sales Tax is that, due to annual apportioning, these funds will not be available until July 1st, 2023. In order to meet our desire for a bid award in March, I am recommending that funds be temporarily transferred from another harbor CIP and then refreshed with the funds in FY24 when the funds are made available from the CBJ Treasury. The governing philosophy is that we cannot award a project without sufficient funds even though funds will be available prior to the contractor mobilizing on site. There is no risk that the \$1.5M will not be available to Docks & Harbors on July 1st, 2023 – at the start of FY24.

3. CBJ protocol allows projects with a balance to administratively transfer fund to another project via Assembly action. To achieve the necessary cash flow, Docks & Harbors staff is recommending closing our completed CIP for Pile Anode Installation and then transferring those funds into the Statter Improvement Phase III. We then transfer \$1.5M from the Statter Improvement to the Aurora Harbor CIP. In July 2023, \$1.5M of 1% Sales Tax will be made available to the Aurora Harbor Phase III project, and \$1.5M that was temporarily transferred from Statter Improvement Phase III will be transferred back to support remaining project work. Even though the Statter Improvement Phase III project is currently under construction, I am confident we can manage through substantial completion (May 15th) even with the funds transferred as proposed. In tabular form these are the desired administrative actions:

<i>Action</i>	<i>Amount</i>	<i>From</i>	<i>To</i>
Transfer	\$54,731.48	H51-121 Pile Anode Installation [Close out due to successful project completion]	H51-108 Statter Improvement Ph III [Funds Available after transfer \$1,579,898]
Transfer	\$1,500,000	H51-108 Statter Improvement Ph III [Funds Available \$79,898]	H51-125 Aurora Harbor Improvements [Funds Available after transfer \$2,135,869]
Appropriation FY24	\$1,500,000	CBJ Treasury - 1 July 2023	H51-125 Aurora Harbor Improvements [Funds Available after transfer \$3,635,869]
Transfer	\$1,500,000	H51-125 Aurora Harbor Improvements [Fund Available after transfer \$2,135,869]	H51-108 Statter Improvements Ph III [Funds Available after transfer \$1,579,898]

2. I recommend the Docks & Harbors Board approve the above transfer and recommend the Assembly adopt the appropriate ordinance.

#

Copy: CBJ Finance Department



Port of Juneau

155 S. Seward Street • Juneau, AK 99801
(907) 586-0292 Phone • (907) 586-0295 Fax

From: *Carl J. Uchytel*
Carl Uchytel, Port Director

To: City & Borough of Juneau Assembly

Via: (1) Docks & Harbors Operations & Planning Committee
(2) Docks & Harbors Board

Date: February 10th, 2023

Re: ADOT Harbor Facility Matching Grant – Aurora Phase III - Acceptance

1. Every year beginning in 2018, Docks & Harbors submitted ADOT Harbor Facility Grant applications for the next phase of the Aurora Harbor rebuild project. On July 13th, 2022 we were notified that the Governor had signed the FY23 budget that included \$2M in state matching grant funding for Aurora Harbor Phase III. The local match for this grant will come from \$1M of Harbor Fund Balance and \$1.5M from the 2017 voter approved one-percent sales tax initiative.
2. Docks & Harbors is actively designing this \$4M construction project, primarily with in-house resources, and anticipates an award in March 2023. The project will construct one main float sufficient for 48 foot and 60 foot vessels in the Aurora Harbor basin.
3. I recommend accepting the FY23 \$2M ADOT Harbor Facility grant award and ask the Assembly adopt the appropriate ordinance.

#

Encl: ADOT Letter of Award dated July 13th, 2022

Copy: CBJ Finance Department



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Transportation and Public Facilities

DIVISION of PROGRAM DEVELOPMENT and STATEWIDE PLANNING
Juneau Field Office

P.O. Box 112500
Juneau, Alaska 99811-2500
Main: (907) 465-4070
Fax number: (907) 465-6984
dot.alaska.gov

July 13, 2022

City and Borough of Juneau
Attn: Carl Uchtyl, P.E., Port Director
155 S Seward Street
Juneau, AK 99801

Subject: Letter of Award, FY23 Harbor Facility Grant Funds

Dear Mr. Uchtyl:

Congratulations on successful funding of your application for the Department of Transportation and Public Facilities' Harbor Facility Grant Program. Upon execution of a harbor grant agreement with the department, the City and Borough of Juneau will receive a Tier II 50/50 matching harbor grant in the amount of \$2,000,000 for construction of the City and Borough of Juneau's Aurora Harbor Phase 2 Project. These funds are 100% state general funds.

As a reminder, and as explained in the harbor grant instructions, the municipality will have six (6) months from the date of this Letter of Award to properly ratify and execute a mutually agreeable grant agreement with the department. Note if there is a change in your harbor project that affects the nature of the municipality's original application, then that could prevent us from executing a harbor grant agreement. If a grant agreement cannot be completed within that six month period, the department may deny the award and select the next highest scoring proposal or award the funds in subsequent years. After the grant agreement is signed, the City and Borough of Juneau will have eighteen (18) months to complete the construction phase of the project.

Please contact me at your earliest convenience to discuss the grant agreement and the timing for your harbor project. I look forward to working with you on this important municipal harbor project. If you have any questions, please email at dot.harborgrants@alaska.gov or call anytime.

Sincerely,

A handwritten signature in black ink, appearing to read "JMS".

Joanne M Schmidt, Planner III
Harbors Program Manager
(907) 465-1776



Port of Juneau

155 S. Seward Street • Juneau, AK 99801
(907) 586-0292 Phone • (907) 586-0295 Fax

From: *Carl J. Uchytel*
Carl Uchytel, Port Director

To: Docks & Harbors Board

Via: Docks & Harbors Operations & Planning Committee

Date: February 10th, 2023

Re: UAS PROPERTY – FUTURE LEASE AGREEMENT

1. The lease agreement between CBJ and the University is set to expire on May 5th. Under the existing lease extension, Docks & Harbors could renew the lease for 33-years at fair market value, which is determined to be \$230,400/year. Existing revenue sources generated within the leased area by Docks & Harbors would cover less than 20% of the fair market lease rent payment to the University.
2. Over the past two years, numerous ideas to secure this property for harbor use have been considered by the Docks & Harbors Board and others, including the Assembly appropriating \$2M towards the purchase of the 2.77 acre property currently under lease. The Board of Regents, through the UA Land Management Office, is firm on its position not to entertain a fee simple sale of the land; however, they remain open to negotiating a lease at less than fair market value, if “educational benefits” can be presented.
3. The Port Director, Board Chair and CBJ Manager has met on multiple occasions with the UA Land Management Director, UAS Chancellor and UAS Vice-Chancellor. The most recent negotiations have centered on opportunities and services which the City & Borough of Juneau can offer to UAS. After consulting with CBJ Directors, the following in-kind educational benefits are proposed:
 - A. Eaglecrest:
 - (a) offers deep discounts or free services for lift tickets and gear rental;
 - (b) offers entering into an internship with UAS students pursuing outdoor recreation degrees;
 - B. CBJ Transit: offers free CBJ bus passes to UAS students.
 - C. CBJ Parks & Recreation:
 - (a) offers free access for Treadwell Area Rink to UAS students;
 - (b) offers free access for CBJ Pools to UAS students;
 - (c) offers free access for CBJ Dimond Park Fieldhouse to UAS students.
 - D. CBJ Docks & Harbors:
 - (a) offers kayak storage and no cost launch use at Statter Harbor for UAS students;
 - (b) offers entering into paid internships with UAS students desiring to work in the maritime industry including harbor operations, harbor marketing or harbor administration;
 - (c) offers active and engaged relationship within the UAS/CG CSPI program;
 - (d) offers snow removal at the 5.34 acre downtown facility.

4. The University leadership team has reviewed the proposed “educational benefits” with a general consensus to support the reduction of the lease rate to \$100,000/year for a lease term not exceeding five years. This would provide the University time to explore solutions on a broader scale that may involve relocation of UA programs from the Vo-Tech Building and adjoining 5.34 acre facility.
5. In the cursory discussion with the University, they indicated a new lease would be required and that their General Counsel would initiate the lease. Most likely, the terms of the educational benefits would be negotiated and included in the new lease. CBJ Law would also be involved in the crafting of the terms of the lease. The proposed lease terms of less than five years will hamper Docks & Harbors competitiveness in federal grant opportunities for the Juneau Fisheries Terminal.
6. Docks & Harbors also sub-leases to three sub-lessees (Harri Commercial Marine, Juneau Hydraulics & Alaska Memories). CBJ Law has been consulted and is exploring whether “preference privilege” exists to the three existing sub-lessees pursuant to CBJ Code 53.23.100. This privilege is available to a lessee under an existing lease which expires or terminates is to re-lease the same lands as long as all other factors are substantially equivalent. If Law determines preference privilege exists, this would allow Docks & Harbors to continue the sub-lease relationships without further competition.
7. The question before the Docks & Harbors Board is to determine whether to accept a proposed less than fair market value of \$100,000 per year for continued lease of 2.77 acres with the University of Alaska? This decision, if affirmed, will place into motion drafting of a new lease agreement which will require future Board and Assembly approvals. A decision not to accept the proposal most likely would result in the termination of the lease on May 5th.

#

Encl: Aerial Photo of Leased Area

Copy: CBJ Manager

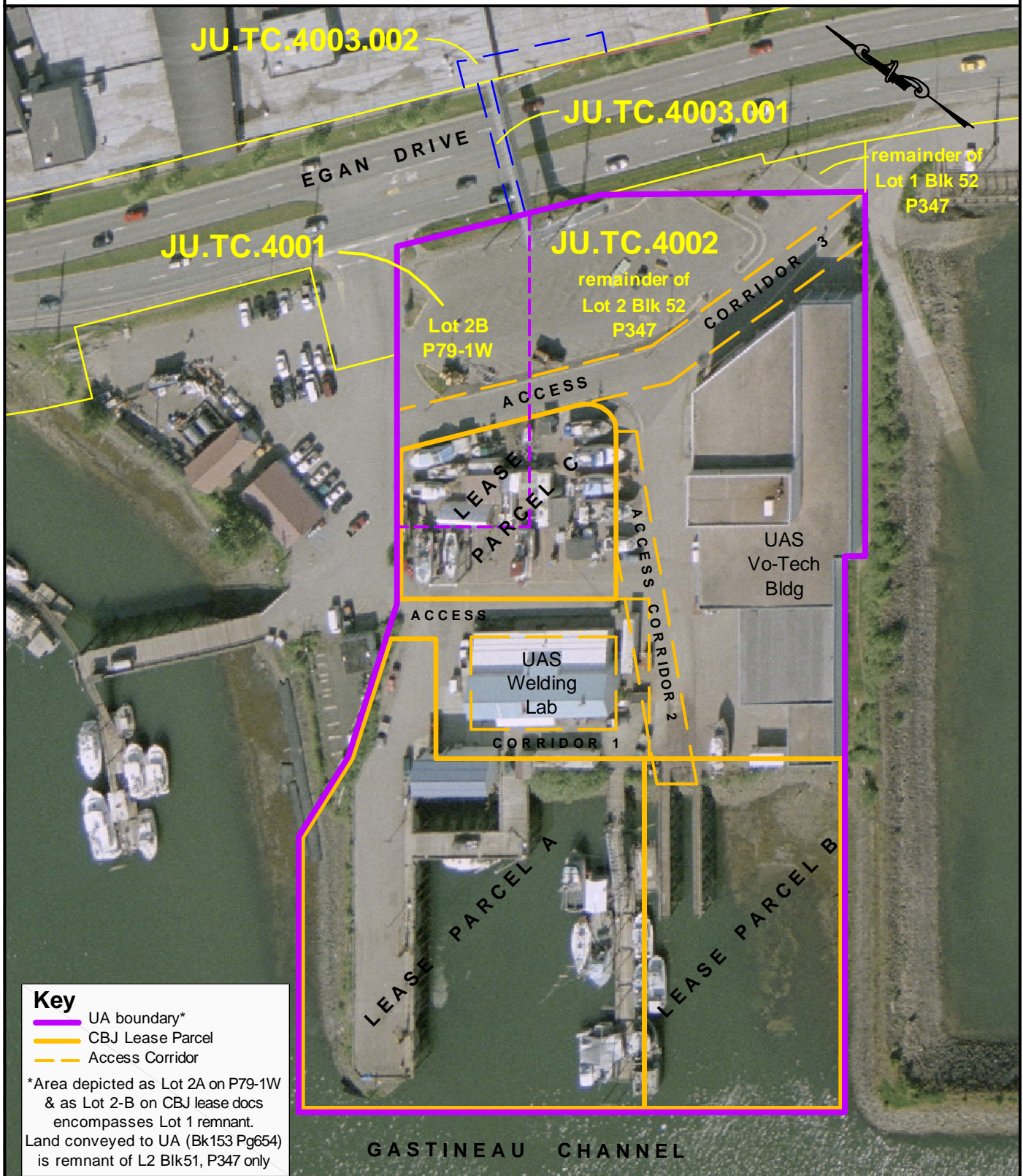
Eaglecrest Manager

CBJ Engineering & Public Works Director

CBJ Parks & Recreation Director

Juneau Tech Center

JU.TC.4001
JU.TC.4002



UA LAND MANAGEMENT
March 2009



Meridian C.R. Township 41S Range 67E
Date of photo: 6-09-06 Source: Aero-Metric Anchorage
(Photography is unrectified; Distortions exist.)

CPI for All Urban Consumers (CPI-U)
12-Month Percent Change

Series Id: CUURS49GSA0,CUUSS49GSA0

Not Seasonally Adjusted

Series Title: All items in Urban Alaska, all urban consumers, not

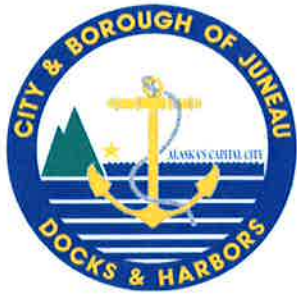
Area: Urban Alaska

Item: All items

Base Period: 1982-84=100

Years: 2012 to 2022

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2012													2.2	2.5	2.0
2013													3.1	2.7	3.5
2014													1.6	1.9	1.4
2015													0.5	1.1	-0.1
2016													0.4	-0.1	0.9
2017													0.5	0.7	0.2
2018												2.8	3.0	2.1	4.0
2019		2.5		2.7		2.5		0.7		-0.3		0.0	1.4	2.6	0.2
2020		-0.3		-2.5		-3.8		-1.5		0.3		0.3	-1.1	-1.7	-0.5
2021		1.3		4.8		6.2		5.7		6.3		7.2	4.9	3.4	6.4
2022		7.4		7.5		12.4		7.6		7.6		5.4	8.1	8.4	7.8



DOCKS & HARBORS
 155 S. Seward
 Juneau, AK 99801
 (907) 586-5255 tel
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www.juneau.org/harbors

Section G, Item 5.

FY24 Moorage Rates

DOUGLAS, HARRIS AND AURORA HARBORS		
	Effective thru June 30, 2023	Effective July 1, 2023
Skiff	\$314.70 per calendar year	\$340.19 per calendar year
Daily	61¢ per foot	66¢ per foot
Calendar Month	\$4.60 per foot	\$4.97 per foot
Bi-Annual (July 1 – Dec 31) & (Jan 1 – June 30)	5% discount on 6-month advance payment	5% discount on 6-month advance payment
Annual (July 1 – June 30)	10% discount on 12-month advanced payment	10% discount on 12-month advance payment

STATTER HARBOR		
	Effective thru June 30, 2023	Effective July 1, 2023
Skiff	\$314.70 per calendar year	\$340.19 per calendar year
Daily	61¢ per foot	66¢ per foot
Calendar Month	\$7.66 per foot	\$8.28 per foot
Bi-Annual (July 1 – Dec 31) & (Jan 1 – June 30)	5% discount on 6-month advance payment	5% discount on 6-month advance payment
Annual (July 1 – June 30)	10% discount on 12-month advanced payment	10% discount on 12-month advance payment
Reservations (May 1 – Sept 30) Effective April 1, 2023	Fishing Vessels Other Vessels <65' Other Vessels ≥ 65' Other Vessels ≥200'	\$1.62 per foot \$3.24 per foot per day \$5.40 per foot per day \$3.24 per foot per day

INTERMEDIATE VESSEL FLOAT (IVF)		
Daily (Oct. 1 – Apr. 30)	61¢ per foot	66¢ per foot
Monthly (Oct. 1 – Apr. 30)	\$4.60 per foot	\$4.97 per foot
Reservations (May 1 – Sept 30) Effective April 1, 2023	Fishing Vessels Other Vessels <65' Other Vessels ≥ 65' Other Vessels ≥200'	\$1.62 per foot \$3.24 per foot per day \$5.40 per foot per day \$3.24 per foot per day

Residence Surcharge

Per Month	\$78.24 + \$26.08/person above four persons
-----------	--

- A 5% City & Borough of Juneau sales tax may apply to all fees

Launch Ramp Rates

Recreational – Calendar Year (includes Kayaks) Matching registrations are required to obtain two additional permits. Please see 05 CBJAC 20.060 – Recreational Boat Launch Fees.	\$102.06 \$5 per additional permit
Recreational – Day	\$17.00
Commercial – Calendar Year	\$283.49 per trailer
Commercial – Day	\$34.02
Freight Use – Commercial	Up to 1 hour \$60 Over 1 hour \$30 for each additional hour

Parking Rates

Douglas, Harris, Aurora Harbors	Free w/ permit (permits available at Aurora Harbor office, current vehicle registration required)
Statter Harbor – Summer (May, June, July, August, September)	\$1 per hour/\$5 per calendar day
Statter Harbor – Winter (October through April)	Free w/permit (permits available at Statter Harbor office, current vehicle registration required)
Downtown Taku Lot - Summer	\$2 per hour/3 hour limit

Shorepower

Connection Type	Daily Fee
20 amp (120V, 1 phase)	\$6.29
30 amp (120V, 1 phase)	\$9.44
50 amp (208V, 1 phase)	\$26.23
100 amp (208V, 3 phase)	\$90.21
100 amp (480V, 3 phase)	\$207.70

Connection Type	Summer Liveaboard Monthly	Summer Non-Liveaboard Monthly
20 and 30 amp	\$94.41	\$56.65
50 amp	\$188.82	\$113.29
100 amp/208 volt	\$440.58	\$264.35

Connection Type	Winter Liveaboard Monthly	Winter Non-Liveaboard Monthly
20 amp	\$125.88	\$75.53
30 amp	\$169.64	\$100.70
50 amp	\$314.70	\$188.82
100 amp/208 volt	\$755.28	\$440.58

Services Provided

Power

Potable water (Year round downtown and Statter A&B Floats)
Restrooms (Aurora Harbor, Harris Harbor & Statter Harbor)
Showers (Harris Harbor & Statter Harbor)
Free Sewage pump-out (Aurora, Douglas, Harris, and Statter)
Sewage pump-out cart available at Aurora Harbor & Douglas Harbor
Harris Harbor Grid (Fee: \$1.14 per foot per day)
Please make Grid reservation at Aurora Harbor Office

Background: Docks & Harbors Enterprise Funds are operated and financed in a manner similar to private business. The intent of the governing body is to provide goods and services to the general public on a continuing basis and be financed or recovered primarily through user charges. Docks & Harbors fees are set in regulation and broadly speaking have not increased in 17 years. Within the Docks Enterprise, 83% of all revenues collected are from cruise ships (greater than 200 feet) though dockage and port maintenance charges, which haven't been adjusted since 2005. In the Harbor Enterprise budget, 67% of revenues are labeled "charges for services" which 67% comes from small boat moorage fees. Although, small boat moorage fees have been subject to an annual CPI adjustment since 2008, the regulation up until 2022 required a rounding up to the nearest nickel. In the ten years prior to 2022 (2012-21), the average annual Urban Alaska CPI was only 1.65% which resulted in many years of no inflation adjustment because the \$0.05 threshold was not met. The regulation changes in 2022 not only made most all Docks & Harbors fees subject to annual CPI adjustments but also removed the threshold requirement. One challenge in an enterprise operated department that that approximately 50% of all expenditures are salaries. Over time organizations with low attrition, such as Docks & Harbors, municipal employee costs will outpace inflation due to incentivizing regular step increases and collective bargaining agreements. Staff manages budgetary pressures to expenditures by innovation and expanding business opportunities. The Harbor Enterprise is less elastic than the Docks Enterprise to increased operating costs and during the pandemic, austerity measures were adopted. For Docks Enterprise some budgetary challenges can be mitigated with the Assembly appropriating additional Marine Passenger Fees to the operating budget, which was done in FY23 to offset unfunded new federal security requirements for cruise ships. Other new expenditures include Docks & Harbors contribution into the cooperative CBJ Insurance pool, which increased from \$138K in FY22 to \$426K in FY23; and potentially an order of magnitude increase to \$100K for leasing the UAS property to provide a downtown boatyard and access to cranes for commercial fishing vessels. Should the lease with UAS be continued, there will be a \$1M investment need to update and modernize the boatyard haul-out and existing cranes. Over the past dozen years, it is estimated that Docks & Harbors has managed, including partnership with the US Army Corps of Engineers, nearly \$180M in infrastructure projects, equally divided between harbor projects and docks projects. Though much has been accomplished, there remains many significant projects which Docks & Harbors has envisioned to be necessary for the Juneau community to grow and provide a high quality of life. The approximate value of the facilities managed by Docks & Harbors is \$250M. The diverse geographic location of our harbor assets (from Echo Cove to Taku Harbor) results in high annual operating costs, perhaps highest in the state. Nonetheless, our funds balance for each enterprise is only \$1M and although the recent deliberative action to link fees to CPI will be helpful, the unwillingness to raise rates over the past decade and a half has hampered our ability to pursue future infrastructure improvements. In 2022, Docks & Harbors contracted with HDR-Alaska to conduct a harbor rate study. That study validated our observations that our rates have not kept pace with the economic influences and that the harbor patrons served are not generally willing to accept less facilities or reduction in services. The Board has considered the results and concurs to take the necessary actions to raise fees 9% in both the Docks Enterprise and Harbor Enterprise.

Harbor Rate Adjustment
Execution Planning Schedule
PROPOSED

Section G, Item 5.

- ✓ January 13th, 2022 – Docks & Harbors awarded contract to HDR-Alaska, Inc for Harbor & Port Rate Study
- ✓ September 1st, 2022 – Docks & Harbors received final HDR report “Port of Juneau – Docks & Harbors Rate Setting Project”
- ✓ November 17th, 2022 – Docks & Harbors received final briefing from HDR
- ✓ December 7th & 8th, 2022 – Board Retreat offered consensus to increase fees 9% across both the Docks Enterprise and Harbors Enterprise
- ✓ January 18th, 2023 – Operations & Planning Committee discussed next steps to raise rates 9% as an informational item
- ✓ January 26th, 2023 – Regular Board meeting discussed next steps to raise rates 9% as an informational item
- ✓ February 15th, 2023 – Operations & Planning Committee reviewed White Paper – Propose Docks & Harbors Rate Increase. Committee was notified that the 2022 Urban Alaska CPI was 8.1%
- February 23rd, 2023 – Regular Board asked to affirm by motion: “To accept the findings of the HDR Report and direct Staff to begin a process, with Board engagement to raise fees 9% across the Docks Enterprise and Harbor Enterprise”.
- March 15th, 2023 – Staff provides proposed ppt and informational material
- March 31th, 2023 – Hold open house at Mendenhall Library to engage public on proposed rate increase
- April 13th, 2023 – Hold open house at Yacht Club to engage public on proposed rate increase
- May 17th, 2023 - Operations & Planning Committee considers public input and makes recommendation to increase rates on time certain schedule
- May 25th, 2023 – Docks & Harbor Board adopts recommendation
- August 2023 – Commence public process to make regulations fee changes
- January 2024 – First (or only) fee changes goes into effect



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BOAT INSURANCE BASICS FOR CBJ DOCKS AND HARBORS BOARD

- Boat insurance – what is a standard level of coverage, and approximate premiums or range of premiums that people could expect to pay, for recreational boats and also commercial use boats.
 - COVERAGES:
 - Liability (AKA Protection & Indemnity, or P&I). \$300,000 limit is fairly standard.
 - Physical Damage (AKA Hull & Machinery). Based on value of vessel.
 - Additional coverages can include Pollution, Wreck Removal, Crew Liability, Personal Effects, Uninsured Boaters, and more
 - Lay-up warranties
 - PREMIUMS:
 - Can vary as widely as the type, size, use, and condition of vessels vary.
 - Small private pleasure boats might be as low as \$500
 - Medium sized private pleasure boats might be in the \$500-\$2,000 range.
 - Larger yachts, and commercial vessels, may see premiums from \$2,500 up to \$50,000 and beyond, depending on numerous factors.
- Are there types of boats that are not insurable? If so – what would those be?
 - Yes. There are types of boats that are challenging to insure, such as liveaboards, floathouses, wood-hulled vessels, custom-made vessels or vessels built from a kit.
 - The ability to insure a vessel will be dependent on other factors, such as age, condition, and perhaps the most important, is a survey from an accredited marine surveyor that is less than two years old and in the name of the current boat owner.



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- Boat shelters – some up to 50 years old. Are they insurable?
 - Yes. Liability coverage for boathouses can usually be extended from a Homeowners policy. Physical Damage has to be written on a stand-alone policy that is fairly limited (DP1)
 - Fire & Lightning
 - Internal Explosion & External Explosion
 - Windstorm & Hail
 - Riot & Civil Commotion
 - Smoke
 - Aircraft
 - Vehicles
 - Volcanic Explosion
 - Vandalism & Malicious Mischief



Cap Sante Marina

Insurance Requirements

ATTENTION: PERMANENT MOORAGE CUSTOMERS

Important Information Regarding Vessel Insurance

Revised Code of Washington (RCW) 88.26.030 and 53.08.480 impose an affirmative obligation on all public and private marina operators to obtain proof of certain liability insurance for non-transient vessels using the marina. Specifically, as a condition of long-term (more than 30 days) moorage, proof of insurance for general, legal, and pollution liability insurance with *minimum* policy limits of \$300,000 per occurrence, is required by law. The Port of Anacortes maintains internal policies in which higher limits may be required (as detailed below). Failure to maintain the minimum insurance coverage as required can result in liabilities should the vessel become derelict or abandoned and allows the marina to cancel the customer's moorage agreement.

Upon execution of a new or renewed Moorage Agreement, AND upon renewal of the insurance policy, the Port of Anacortes requires proof of insurance for your moored vessel(s), which meet(s) the following conditions¹:

- Marine general, legal, and pollution liability coverage with limits of liability for each occurrence and in the aggregate, of not less than:
 - \$300,000 for vessels under 66' in length, or
 - \$1,000,000 for vessels 66' in length and over, or
 - \$1,000,000 for ALL customers signing a Commercial Business and Charter Moorage Agreement, a Tour Company Moorage Agreement, or a Yacht Brokerage Moorage Agreement
- An endorsement naming the "Port of Anacortes, 100 Commercial Ave., Anacortes, WA 98221" as an Additional Insured with respect to policies listed above.
- The insurance policies shall (i) be written as a primary policy; (ii) expressly provide that such insurance may not be materially changed, amended, or canceled with respect to the Port except upon forty-five (45) days' prior written notice from the insurance company to the Port; (iii) contain an express waiver of any right of subrogation by the insurance company against the Port and the Port's elected officials, employees, or agents; (iv) expressly provide that the defense and indemnification of the Port as an additional insured will not be effected by any act or omission by Licensee that might otherwise result in a forfeiture of said insurance; (v) contain a separation of insureds provision such that the policy applies separately to each insured that is the subject of a claim or suit; and (vi) not contain a cross-claim, cross-suit, or other exclusion that eliminates coverage by one insured against another.

The Port of Anacortes thanks you for your cooperation in compliance with Washington state law and our requirements. The Port of Anacortes reserves the right to amend insurance requirements at any time.

¹ Additional conditions may apply. Customers should refer to their Moorage Agreement for complete details.

HARBOR MOORAGE CONTRACT AGREEMENT

1. The applicant agrees to abide by the rules, regulations, policies, procedures, and all amendments thereto relating to the Harbor as established by or pursuant to the Whittier Municipal Code.
2. The applicant agrees the Harbor, through the City of Whittier, may pursue any and all legal means of collecting any unpaid fees and charges against the vessel including, but not limited to, a lien or impoundment.
3. Nothing in Whittier Municipal Code or ordinances and regulations of the City has been or shall be interpreted to impose upon the City any obligation or responsibility for the care and protection of any private property, including vessels. A Harbor moorage agreement is limited to the privilege of moorage space only. The applicant expressly consents and authorizes the City to move and/or dry-dock the vessel if (1) rents, fees, or other charges are not paid, (2) ordinances, regulations, State or Federal laws are violated, or (3) in the event of necessity or emergency. The applicant further agrees to hold the City harmless against the loss or damage to the vessel or any equipment, nets, gear, tanks, lines or other personal property on, attached to, or related to the vessel, that may result from the use of the Harbor and/or any movement of the vessel.
4. Applicant consents to a physical inspection of the vessel and its equipment by the Harbormaster in the exercise of his/her duties as outlined in this chapter, at any time while the vessel is within the boundaries of the Harbor.
5. If a Preferential Berth Holder returns to the Harbor and finds his/her reserved space occupied, the holder should contact the Harbormaster. The Harbormaster will move the temporarily assigned boat to another location during regular Harbor operating hours.
6. No property rights are created by this section. A preferential berth holder shall have only a right to use the space reserved to them as provided for in these regulations.
7. The boat owner under a Harbor moorage contract agrees to maintain liability insurance for the vessel, owner, owner's employees, invitees, guests, and passengers covering bodily injury and property damage arising in whole or in part out of the use or operation of the vessel or the insured's activities in Whittier. If the vessel does not carry passengers for hire, the liability insurance coverage shall be in an amount not less than \$300,000 per occurrence. If the vessel carries passengers for hire, the commercial liability insurance shall be in an amount not less than \$1,000,000 per occurrence. The City of Whittier should be named an additional interested party.
8. If the vessel remains in the Harbor during the months of October through March, the boat owner agrees to provide a local agent/boat watch for contact in case of an emergency.
9. The surviving spouse of a Preferential Berth Holder or Annual Transient Moorage Agreement assumes full rights and responsibilities in the event the owner is deceased or incapacitated.

Everett?

J. FIREARMS

The unlawful display of firearms or other weapons on Port premises is strictly prohibited. A weapon or firearm may not be possessed or used in a manner that has apparent capability of producing bodily harm, and that either manifests an intent to intimidate another or that warrants alarm for the safety of other persons.

III. BOAT OWNERS/OPERATORS REGULATIONS**A. VESSEL IDENTIFICATION**

1. All vessels in the marina must have valid identification permanently affixed to the hull and clearly visible from the outside.
2. State or Coast Guard registered vessels shall display registration numbers and a valid registration decal.
3. Documented vessels shall have the valid registration decal displayed on the hull.
4. Failure to display the registration number on the hull may be cause for refusal of moorage or other access to the Marina.

B. RELEASE, INDEMNIFICATION, AND INSURANCE

1. THE PORT WILL NOT BE RESPONSIBLE for any injuries (including death) or property damage resulting, caused by or growing out of the use of the docks or Marina facilities; the PERMITEE and his/her guests or agents RELEASES AND DISCHARGES THE PORT from any and all liability for loss, injury (including death), or damages to person or property sustained while in or on the facilities of THE PORT, arising by virtue of any reason including, without limitation, negligence on the part of THE PORT, fire, theft, vandalism, wind storm, high or low waters, hail, rain, ices, collision or accident, or any other Act of God, whether CUSTOMER'S boat is being parked or hauled by an Agent or employee of THE PORT or not. All users of the Marina and its facilities, including, without limitation, moorage customers, stored vessels, storage lockers, and guest moorage users, shall indemnify and hold the Port of Everett, its employees, officials and agents harmless from all damage to property and injury or death to persons that results, directly or indirectly, from the user's use and/or occupancy of the Port property. This indemnification shall be enforceable to the maximum extent permitted by law. This indemnification provision shall supplement any similar provisions in any other agreement that user has with the Port.
2. All persons who berth or store a vessel in the Marina, even on a temporary basis, shall maintain insurance in force and good standing on the vessel. The insurance shall be written as Protection and Indemnity (P&I) insurance on a comprehensive coverage form with limits of at least \$500,000 per occurrence in coverage encompassing general liability, legal liability and pollution liability, and as otherwise required by law. As a condition of using Port of Everett facilities, the user shall have documentation available to Port Staff, upon request and provide annually which documents that the required insurance is in force. The Port Staff shall have the right but not the obligation to request such evidence of insurance. Failure to have such documentation may be grounds for termination of any Moorage, vessel storage, storage lockers, or other Port privileges.
3. Vessels that are wood and/or greater than 35ft and/or more than 40 years old must in

Valdez

other consideration for the use of the subject moorage space without prior written authorization from the City.

9. **Termination Without Cause by City:** The City may elect, at its sole option, to terminate this Contract at any time. In such event, the City shall send Owner/Licensee written notice of termination by first class mail to the address written above (or to any new address provided by Owner/Licensee to the City in writing. In such event, once Owner/Licensee has removed the Vessel from the Slip, the City shall refund to Owner/Licensee the pro-rated charges from the date of termination to the end of the current term of this Contract (after deducting any amounts due by Owner/Licensee to the City). In the event Owner/Licensee does not remove the Vessel from the Slip not more than one (1) week after the City sends notice, the City may remove, tow, haul, and store the Vessel at Owner/Licensee's expense and sole risk of loss and damage, and at the City's then effective daily transient rate also described as the "billed" daily rate.
10. **City's Right to Remove or Impound:** Upon termination of this Contract, and in any circumstance where authorized in the Valdez City Code (including without limitation when moorage fees or other charges are more than ninety (90) days past due), the City may remove the Vessel from the Harbor at Owner/Licensee's risk and expense, and/or impound the Vessel, its tackle, fixtures, equipment, and furnishings, and pursuant to notice, auction, sell or dispose of the same.
11. **Term:** This Contract shall become effective on the date stated herein and shall remain in force until terminated by the City for default pursuant to paragraph 6 above, or by the Owner/Licensee after thirty (30) days written notice has been delivered to the City.
12. **Insurance:** Owner/Licensees agree at all times to keep the Vessel and its contents covered by a policy of all risks hull insurance in an amount equal to the actual value of the Vessel and its contents. Unless the City, at its sole discretion, requires in writing higher or lower limits of coverage. Owner/Licensees also agree to keep the Vessel covered at all times by a policy of protection and indemnity or liability insurance, including pollution/fuel spill coverage, with minimum limits of at least \$300,000 per occurrence. Owner/Licensee agrees to cause the City to be named as an additional insured on all such policies of insurance without limitations or exclusions different from the Owner/Licensee. Owner/Licensee agrees to name the City as an additional insured and Certificate Holder under said policies and to present the City with the Certificate of Insurance prior to using the Slip, and upon every renewal hereof. Continuation of this Contract despite any failure by the Owner/Licensee to provide such Certificate to the City despite the failure of Owner/Licensee to cause the City to be named as an additional insured, shall not be considered waivers of such requirements by the City. Owner/Licensee shall provide proof of such insurance to the City.
13. **Seaworthiness-Underway Policy:** Owner/Licensee shall keep the Vessel seaworthy and capable of operating under its own power at all times, except for a reasonable time while undergoing repairs. If the Harbormaster or his/her designee suspects that the vessel is not capable of operating under its own power they may request a demonstration by appointment within seventy-two (72) hours' notice. If after thirty (30) days the Vessel is still unable to operate under its own power the Vessel shall be subject to impoundment and removed from the water at the Owner/Licensee's expense.
14. **Snow Removal:** It is the Vessel Owner/Licensee's responsibility to keep the snow removed from the half of the finger float the Vessel is tied to, the Vessel itself, the bull-rail(s) surrounding the Vessel, and the power pedestal associated with the Vessel (even if not being used). Snow sheds shall be placed so that snow does not fall on the finger floats. If snow removal is not maintained and harbor staff is required to remove snow due to possible damage to finger floats, Vessel Owner/Licensee will be charged for labor performed.
15. **Ice:** The City makes no guarantee that during the winter months de-icing of the assigned Slip will be provided. Owner/Licensee may, at the Owner/Licensee's option and sole expense, and subject to obtaining the prior approval of the City, install and operate in the assigned Slip, portable deicing equipment. Owner/Licensee acknowledges that there will be times in very cold weather, or when electrical service is disrupted, when de-icing equipment will not operate or succeed in providing a completely ice-free slip, and that damage to the Vessel or other consequential damages may occur. Owner/Licensee assumes the risk of all actual and consequential damages caused to the Vessel by ice during the winter months, and Owner/Licensee holds the City, their agents, employees, officers, and directors harmless from any liability for the same.
16. **Live-Aboards:** Any Owner/Licensee that lives aboard a vessel subject to this Contract for a period of ninety (90) Days or more within the calendar year shall file the required information on their Moorage Agreement and pay the applicable Harbor Residential Surcharge. Active commercial fishing vessels are exempt from this requirement between April 1 and October 1 of each calendar year.
17. **Common Areas:** Provided Owner/Licensee complies with their duties and obligations hereunder, the City hereby grants Owner/Licensee a non-exclusive license to use of the docks, boardwalks, parking areas, picnic areas, restrooms, lounge facilities and other common areas within the Harbor which are designated for general use by Owner/Licensee and Owner/Licensee's guests and invitees, subject to the Harbor Rules and requirements set forth in this Contract. Owner/Licensee agrees that neither they nor their guests or invitees will place or leave any objects upon the docks and finger piers or other common areas of the Harbor without express permission of the Harbormaster. Only steps approved by the Harbormaster may be placed on the docks or piers. Owner/Licensees may not attach anything to the docks or make any alterations to the docks or finger



New Moorage Application Addendum

With your moorage application, please include:

- Side-view photos of the vessel to be moored at Shilshole Bay Marina from both the bow and stern
- Current State Registration/USCG Documentation
- Current proof of minimum \$300,000 liability insurance

Please initial each item and submit with the necessary items:

_____ I understand that the vessel to be moored at Shilshole Bay Marina must be navigable in open water under its own power as per Moorage Tariff Item 2100-A-21: "Vessels moored in a Port harbor must, at all times, be completely seaworthy, meaning that it is operable and ready for immediate cruising in local waters."

_____ I understand Shilshole Bay Marina does not allow for any overhang from slips and that the extreme length of the vessel (ELOV) to be moored at Shilshole Bay Marina must fit entirely within its slip. I also understand that if my vessel is too large for the slip I am offered I may be forced to forfeit my offer of moorage or my spot on the waitlist.

_____ I have measured the ELOV for the vessel to be moored at Shilshole Bay Marina and have recorded it accurately on my Moorage Application **OR** I acknowledge I will measure the ELOV for the vessel to be moored at Shilshole Bay Marina and will report it accurately to the marina before I may moor a vessel at Shilshole Bay Marina if I have not yet purchased a vessel.

_____ I have submitted side-view photos of the vessel to be moored at Shilshole Bay Marina taken from both the bow and stern with my moorage application **OR** I acknowledge these photos must be provided before I may moor a vessel at Shilshole Bay Marina if I have not yet purchased a vessel.

_____ I have submitted current Washington State registration or U.S. Coast Guard documentation for the vessel to be moored at Shilshole Bay Marina **OR** I acknowledge these documents must be provided before I may moor a vessel at Shilshole Bay Marina if I have not yet purchased a vessel.

_____ I have submitted current proof of the minimum \$300,000 liability insurance for the vessel to be moored at Shilshole Bay Marina **OR** I acknowledge these insurance documents must be provided before I may moor a vessel at Shilshole Bay Marina if I have not yet purchased a vessel.

05 CBJAC 40.010 General moorage management policy.

- (a) *Policy.* It is the policy of the City and Borough to favor the use of the small boat harbors by commercial fishermen, government vessels in trade and commerce, and pleasure craft, and by the general public at large. It is further the policy of the City and Borough to prevent and discourage the use of the small boat harbors by boats that have been abandoned by the owners to the point of becoming derelicts as defined in CBJ 85.05 or becoming a charge and nuisance to the City and Borough, the Port Director, and the general public, or boats that are unsafe, or not used, or not fit to be used, regularly for transportation on the water.
- (b) *Applicability and other regulations.* CBJ Administrative Code Title 05, Chapter 40 applies to the small boat harbors under the jurisdiction of the City and Borough of Juneau Docks and Harbors Board. These include the Douglas Small Boat Harbor, the National Guard Dock, Harris Boat Harbor, the Fisheries Terminal Float, Aurora Boat Basin, Statter Boat Harbor, and moorage facilities appurtenant thereto. Where the requirements of 05 CBJAC 40 differ from other small boat harbor regulations in CBJ Administrative Code Title 05, the regulation that is more specific or restrictive shall take precedence.
- (c) *Duty to comply with harbor ordinances and regulations.* As a condition of use, each harbor user shall comply with all applicable requirements of Title 85 of the City and Borough Code and CBJ Administrative Code Title 05.
- (d) *General moorage management.* CBJ Administrative Code Title 05, Chapter 40 does not restrict the Port Director's authority to require the owner or operator of any boat, vessel, or floating structure to change from one mooring space to another, in the interests of safety, order, convenience and health, or to move any boat, vessel, or floating structure that is unoccupied and in violation of City and Borough harbor ordinances and regulations. It is the policy of the Docks and Harbors Board to manage the small boat harbors by using all harbor space as effectively as possible.
- (e) *Duty to register.* Every owner, master, operating or managing agent of any vessel using the small boat harbors shall register on a form provided by the Harbormaster. The owner, master operating, or managing agent of a vessel that is not registered shall register as soon as practical after the vessel enters and moors in any of the small boat harbors.
- (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 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.
- (g) *Vessel salvage and disposal.*
 - (1) Prior to obtaining a moorage assignment pursuant to 05 CBJAC 40.035, 050, 055, or 065, the owner of a vessel must
 - (i) provide the Harbormaster with proof of current marine insurance showing, at a minimum, the owner's name, information identifying the vessel, and the dates of insurance coverage; or
 - (ii) pay a non-refundable moorage surcharge \$0.25 per foot per month.
 - (2) The funds collected from the moorage surcharge under this regulation will be used to pay for the unrecoverable costs attributable to vessel salvage and disposal activities in the small boat harbors.

- (3) This regulation does not relieve an owner from the responsibility to pay fees as set out in CBJ Ordinance Title 85 or regulations adopted thereunder, and does not constitute marine insurance.
- (h) *Moorage payments.* Except as noted in 05 CBJAC 20.020, the owner of a vessel may pay the daily or monthly moorage fee for moorage that is assigned by the Harbormaster as set out in 05 CBJAC 25, 35, and 40. If the owner fails to pay by the due date shown on an invoice for the moorage assignment, the Harbormaster shall forfeit the moorage assignment, notify the owner, and require the owner to move the vessel from the assigned moorage space within 72 hours of notice. If the owner does not move the vessel from the assigned space, the Harbormaster is authorized to move the vessel from the assigned space in accordance with CBJ Ordinance Title 85.
- (i) *CPI adjustment.* The fee(s) assessed in this section will be equal to the previous fiscal year's fee and adjusted by the Consumer Price Index - Urban Alaska (CPI) as reported by the Alaska Department of Labor for the calendar year preceding the start of the fiscal year. The Docks and Harbors Board may, by motion, take action to keep the fee the same as the previous year, or increase the fee in an amount less than the CPI adjustment.

(Amended 9-12-2005, eff. 9-20-2005; Amended 9-11-2006, eff. 9-19-2006; Amended 12-11-2006, eff. 7-1-2007; Amended 7-15-2013, eff. 7-23-2013 ; Amended 2-28-2022 , eff. 3-9-2022)