



# REGULAR ASSEMBLY MEETING 2022-28

## AGENDA

December 12, 2022 at 7:00 PM

Assembly Chambers/Zoom Webinar/YouTube Livestream

<https://juneau.zoom.us/j/91515424903> or 1-253-215-8782 Webinar ID: 915 1542 4903

Submitted By:

\_\_\_\_\_  
Duncan Rorie Watt, City Manager

- A. FLAG SALUTE
- B. LAND ACKNOWLEDGEMENT
- C. ROLL CALL
- D. SPECIAL ORDER OF BUSINESS

1. **Instruction for Public Participation**

The public may participate in person or via Zoom webinar. Testimony time will be limited by the Mayor based on the number of participants. Members of the public that want to provide oral testimony via remote participation must notify the Municipal Clerk prior to 4pm the day of the meeting by calling 907-586-5278. For in-person participation at the meeting, a sign-up sheet will be made available at the back of the Chambers and advance sign-up is not required. Members of the public are encouraged to send their comments in advance of the meeting to [BoroughAssembly@juneau.org](mailto:BoroughAssembly@juneau.org).

- E. APPROVAL OF MINUTES
- F. MANAGER'S REQUEST FOR AGENDA CHANGES
- G. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS (Not to Exceed a Total of 20 Minutes, Nor More than Five Minutes for Any Individual)
- H. CONSENT AGENDA

Public Request for Consent Agenda Changes, Other than Ordinances for Introduction

Assembly Request for Consent Agenda Changes

Assembly Action

I. **Ordinances for Introduction**

2. **Ordinance 2022-62 An Ordinance Amending the Official Zoning Map of the City and Borough to Change the Zoning of 10.97 acres of the Pederson Hill Property Located near Karl Reishus Boulevard and Hamilton Street, from D-10SF to D-10.**

At its regular meeting on September 13, 2022, the Planning Commission recommended that the Assembly adopt a rezone of 10.97 acres of Pederson Hill from D10SF zoning to D10 zoning located at Pederson Hill between Karl Reishus Boulevard and Hamilton Street - [AME2022 0005](#). The purpose of the rezone is not to increase density, but to provide greater flexibility in how density is distributed. Both zoning districts allow for up to 10 dwelling units per acre; however, D10SF provides only for the development of single-family dwellings, while D10 provides for multifamily

structures. This rezone conforms with the 2013 Comprehensive Plan, the 2016 Housing Action Plan, and the 2016 Economic Development Plan.

**The City Manager recommends the Assembly introduce this ordinance and schedule it for public hearing at the next regular Assembly meeting.**

**3. Ordinance 2022-63 An Ordinance Authorizing the Manager to Enter into a Revenue Sharing Agreement with Goldbelt, Inc. to Fund Installation of the Gondola and Associated Infrastructure at the Eaglecrest Ski Area.**

This ordinance would allow the CBJ to accept \$10M from Goldbelt Inc for the installation of the gondola and associated facilities. In exchange for the capital contribution, the CBJ would share summer revenues from the gondola project. Notably, the City and Borough of Juneau is not pledging taxes, revenue from taxes, or the full faith and credit of the municipality. Goldbelt, Inc. is uniquely situated to execute a revenue sharing agreement with the CBJ because Goldbelt, Inc. owns the Goldbelt Tram Alaska, which eliminates competition concerns, encourages diversification of impacts and sustainable use of both aerial conveyances, and Goldbelt, Inc. has a natural financial interest to see both aerial conveyances prosper while benefiting the community.

This topic has been discussed at numerous meetings of the Assembly Finance Committee and Assembly Committee of the Whole since the spring of 2022.

**The City Manager recommends the Assembly introduce this ordinance and refer it to the Assembly Committee of the Whole.**

**4. Ordinance 2022-64 An Ordinance Reorganizing and Consolidating the Aquatics Board, the Treadwell Arena Advisory Board, the Jensen-Olson Arboretum Advisory Board, and the Parks and Recreation Advisory Committee.**

This ordinance would dissolve the Treadwell Arena Advisory Board, the Aquatics Board, the Jensen-Olson Arboretum Advisory Board, and transfer those board duties to the Parks & Recreation Advisory Board ("PRAC"). The various Parks & Recreation boards were created when there were pressing community issues, which have waned and decreased community interest for so many boards. Because recruitment and retention for so many community volunteers is so difficult, we have prolonged vacancies and frequently cancelled meetings due to lack of quorum. Consolidation into the PRAC will result in more effective and impactful meetings, which will improve morale of board members and community engagement. If a discrete community concern arises, the PRAC or the Assembly would be able to create a temporary task force to address a future concern.

The Assembly Committee of the Whole discussed this topic on November 7, 2022.

**The City Manager recommends the Assembly introduce this ordinance and set it for public hearing at the next Regular Assembly meeting.**

**5. Ordinance 2022-65 An Ordinance Authorizing the Eaglecrest Ski Area to Enter Into a Franchise Agreement with Mountain Lift, LLC, for Coffee and Baked Goods Service.**

This ordinance would authorize the Eaglecrest Ski Area to enter into a franchise agreement for a coffee shop in the Fish Creek Lodge. Normally, the CBJ would use the lease process for this type of arrangement, but the federal Land and Water Conservation Fund prohibits the CBJ from issuing leases at Eaglecrest. However, the CBJ can grant a franchise for a coffee shop concessionaire by ordinance. After soliciting statements of interest, the current vendor, Mountain Lift LLC, was the only respondent. This ordinance would allow Mountain Lift LLC to operate the coffee shop for five winter seasons.

**The Manager recommends the Assembly introduce this ordinance, refer it to the Lands, Housing, and Economic Development Committee, and schedule it for public hearing at the next regular Assembly meeting.**

**6. Ordinance 2022-06(b)(Y) An Ordinance Transferring \$60,000 from Eaglecrest's Fleet and Equipment Reserve Account to the Eaglecrest Gondola Capital Improvement Project.**

Transportation of Eaglecrest's gondola exceeded cost estimates by \$261,608 as a result of steep fuel surcharges and detention fees on global shipping containers transported to Juneau. This expense will be covered by the following funding sources:

Eaglecrest Deferred Maintenance CIP (D28-101)	\$161,608
Eaglecrest Fleet/Equipment Reserve Account	\$ 60,000
Eaglecrest Gondola CIP (E28-102)	\$ 40,000

This ordinance provides for the \$60,000 transfer from Eaglecrest's fleet and equipment reserve account. Goldbelt loan proceeds may reimburse this account once the loan agreement is effectuated.

**The City Manager recommends the Assembly introduce this ordinance and set it for public hearing at the next regular Assembly meeting.**

**7. Ordinance 2022-06(b)(Z) An Ordinance Appropriating \$250,000 to the Manager for Junk Vehicle Cleanup and Remediation at River Road; Funding Provided by General Funds.**

To date, 103 vehicles have been removed from the River Road property, costing a total of \$152,500. CBJ has been reimbursed for \$105,000 of that amount. The remaining balance will be reimbursed pursuant to a court order, which allows CBJ to foreclose on the property beginning with the vehicles.

As of October 27, 2022, there are still approximately 228 vehicles located at the River Road property. CBJ will request a court order to seize and auction any vehicles of value to attempt to recoup some of the remaining balance owed.

Due to the lengthy court process, there is a need for additional funds now to complete remediation work. Similar to the last round of clean up, CBJ will seek reimbursement of these expenses in subsequent legal proceedings, which may result in property foreclosure.

**The City Manager recommends the Assembly introduce this ordinance and set it for public hearing at the next regular Assembly meeting.**

**8. Ordinance 2022-06(b)(AA) An Ordinance Appropriating \$3,164,401 to the Manager for the Power Upgrades for Electric Buses Capital Improvement Project; Grant Funding Provided by the Alaska Department of Transportation and Public Facilities.**

This ordinance would appropriate \$3,164,401 to the Power Upgrades for Electric Buses CIP. Grant funding is comprised of Federal Transit Administration funds passed through the Alaska Department of Transportation and Public Facilities. The local match requirement of \$558,425 is being met by previously appropriated funds in the Power Upgrades for Electric Buses CIP.

The Public Works and Facilities Committee will review this request at the December 19, 2022 meeting.

**The City Manager recommends the Assembly introduce this ordinance and set it for public hearing at the next regular Assembly meeting.**

**9. Ordinance 2022-06(b)(AB) An Ordinance Appropriating \$1,039,438 to the Manager for the School Roof Replacement Capital Improvement Project; Grant Funding Provided by the Alaska Department of Education and Early Development.**

This ordinance would appropriate \$1,039,438 to the School Roof Replacement CIP for the Gastineau School roof replacement project. Grant funding provided by the Alaska Department of Education and Early Development replaces previously appropriated general funds, which will be reallocated to the Juneau School District Deferred Maintenance CIP. The local match requirement of \$559,697 is being met by previously appropriated bond proceeds in the School Roof Replacement CIP.

The Public Works and Facilities Committee will review this request at the December 19, 2022 meeting.

**The City Manager recommends the Assembly introduce this ordinance and set for it for public hearing at the next regular Assembly meeting.**

**10. Ordinance 2022-06(b)(AC) An Ordinance Appropriating \$119,986 to the Manager for the Valley Transit Center Capital Improvement Project; Grant Funding Provided by the Alaska Department of Transportation and Public Facilities.**

This ordinance would appropriate \$119,986 to the Valley Transit Center CIP. Grant funding is comprised of Federal Transit Administration funds passed through the Alaska Department of Transportation and Public Facilities. The local match requirement of \$29,997 is being met by previously appropriated funds in the Valley Transit Center CIP. The original grant award erroneously excluded administrative overhead as an eligible expense; this grant amendment corrects this error by allocating additional funds for this purpose.

The Public Works and Facilities Committee will review this request at the December 19, 2022 meeting.

**The City Manager recommends this ordinance be introduced and set for public hearing at the next Assembly meeting.**

**J. Resolutions**

**11. Resolution 3009 A Resolution Adopting the 2022 Updates to the City and Borough of Juneau Investment Policy.**

This resolution, and a companion ordinance (#2022-54) set for public hearing on December 12, 2022, would update the City and Borough of Juneau Investment Policy. Specifically, this resolution would make grammatical changes, would clarify how the investment policy is updated, would add sustainability to the investment objectives, and would add two more authorized investment instruments.

On September 7, 2022, the Assembly Finance Committee recommended these changes to the investment policy.

**The City Manager recommends the Assembly adopt this resolution.**

**12. Resolution 3010 A Resolution Seeking Membership in the AARP Network of Age-Friendly States and Communities.**

As the population in the United States ages and people stay healthy and active longer, communities must adapt. Juneau's population that is 60 and older has consistently and rapidly grown for over 20 years and is expected to grow another 9% over the next ten years. In 2020, 14.7% of Juneauites' income came from retirement and Social Security. These two categories were only 11.7% of Juneauites' income in 2010. Members of the AARP Network of Age-Friendly States and



Communities become part of a global network of states and communities that are committed to giving their older residents the opportunity to live rewarding, productive, and safe lives. Membership in the AARP Network of Age-Friendly States and Communities includes access to financial assistance and technical expertise. The resolution would authorize the City Manager to seek membership in the AARP Network of Age-Friendly States and Communities.

**The City Manager recommends the Assembly adopt this resolution.**

**K. Bid Awards**

**13. RFB 23-009, Term Contract for Airport Runway Painting, posting notice of successful bidder**

Bids on this project were opened on November 28, 2022. The bidders and their total bids are as follows:

Specialized Pavement Marking, LLC	\$224,839.53
Northwest Contracting	\$280,067.85
Jolt Construction & Traffic Maintenance, Inc.	\$400,748.25

All amounts were read into the record. However, due to missing documentation, Northwest Contracting and Jolt Construction are deemed non-responsive.

The apparent low bidder is Specialized Pavement Marking, LLC. This notice begins the protest period per Purchasing Code 53.50.062.

**The City Manager recommends the Assembly award this bid to Specialized Pavement Marking, LLC, for the total amount bid of \$224,839.53.**

**L. Transfers**

**14. Transfer Request T-1046 A Transfer of \$161,608 from CIP D28-101 Eaglecrest Deferred Maintenance to CIP E28-102 Eaglecrest Gondola.**

Transportation of Eaglecrest's gondola exceeded cost estimates by \$261,608 as a result of steep fuel surcharges and detention fees on global shipping containers transported to Juneau. This expense will be covered by the following funding sources:

Eaglecrest Deferred Maintenance CIP (D28-101)	\$161,608
Eaglecrest Fleet/Equipment Reserve Account	\$ 60,000
Eaglecrest Gondola CIP (E28-102)	\$ 40,000

This request provides for the \$161,608 transfer from Eaglecrest's Deferred Maintenance CIP. Goldbelt loan proceeds may reimburse this project once the loan agreement is effectuated.

The Public Works and Facilities Committee reviewed this request at the November 28, 2022 meeting.

**The City Manager recommends approval of this transfer.**

**15. Transfer Request T-1047 A Transfer of \$1,039,438 from CIP S02-104 School Roof Replacement to CIP S02-105 Juneau School District Deferred Maintenance.**

The Juneau School District was awarded a grant from the Alaska Department of Education and Early Development for the Gastineau School roof replacement. This grant will be appropriated via Ordinance 2022-06(b)(AB) to the School Roof Replacement CIP and replaces previously appropriated general funds for this purpose. This request transfers \$1,039,438 of general funds

from the School Roof Replacement CIP to the Juneau School District Deferred Maintenance CIP for other priority school maintenance projects.

**The City Manager recommends approval of this transfer.**

**M. Liquor/Marijuana Licenses**

**16. Liquor & Marijuana License Renewals for Review**

These liquor and marijuana license actions are before the Assembly to either protest or waive its right to protest the license actions.

**Liquor License Renewals**

License Type: Beverage Dispensary, License #674

**Licensee: MSE, LLC d/b/a Lucky Lady**

Location: 192 S. Franklin St., Juneau

License Type: Package Store, License #3352

**Licensee: Costco Wholesale Corp. d/b/a Costco Wholesale #107**

Location: 5225 Commercial Way, Juneau

License Type: Brewery, License #5517

**Licensee: Devil's Club Brewing LLC d/b/a Devil's Club Brewing Company**

Location: 100 N. Franklin St., Juneau

License Type: Winery, License #5801

**Licensee: Devil's Club Brewing LLC d/b/a Devil's Club Brewing Company**

Location: 100 N. Franklin St., Juneau

License Type: Brewery, License #5729

**Licensee: Forbidden Peak Brewery LLC d/b/a Forbidden Peak Brewery LLC**

Location: 11798 Glacier Hwy., Juneau

**Marijuana License Renewals**

License Type: Standard Marijuana Cultivation Facility, License #15245

**Licensee: North Star Gardens, Inc. d/b/a North Star Gardens**

Location: 5310 Commercial Blvd. 2A, Juneau

License Type: Retail Marijuana Store, License #15246

**Licensee: Borealis Mountain, Inc. d/b/a Thunder Cloud 9**

Location: 5310 Commercial Blvd. 2B, Juneau

Staff from the Police, Finance, Fire, Public Works (Utilities) and Community Development Departments have reviewed the above licenses and recommended the Assembly waive its right to protest the renewal applications. Copies of the documents associated with these licenses are available in hardcopy upon request to the Clerk's Office.

**The City Manager recommends the Assembly waive its right to protest the above-listed liquor and marijuana license renewals.**

**N. City/State Project Review**

**17. CSP20220004 Teal Street Road Improvements.**

On November 8, 2022, the Planning Commission recommended the Assembly approve [CSP 2022 0004](#) right-of-way improvements for Teal Street. CBJ Engineering and Public Works is requesting to reconstruct and repave two 12-foot lanes, including curb, gutter, and sidewalk on both sides of the street; reconstruct ADA compliant ramps and landing for the sidewalk; reconstruct improvements

to street lighting; and replace water and sewer mains, and services; and a Capital Transit bus pull out.

**The City Manager recommends that the Assembly APPROVE the ROW improvements.**

#### **O. PUBLIC HEARING**

**18. Ordinance 2022-06(b)(V) An Ordinance Transferring \$200,000 from CIP W75-061 Douglas Highway Water - David to I St. to CIP R72-141 Hospital Drive Improvements.**

This request would provide \$200,000 in funding to remedy a conflict with the existing water system and the proposed Bartlett Regional Hospital Emergency Department (ED) addition. The funding will allow the waterline to be upgraded and relocated away from the proposed ED addition. This work will connect the new water systems completed from other recent projects. The Douglas Highway water project is complete and in the process of being closed out.

The Public Works and Facilities Committee reviewed this request at the November 7, 2022 meeting. The Systemic Racism Review Committee reviewed this request at the November 22, 2022 meeting and forwarded it to the full Assembly for public hearing.

**The City Manager recommends the Assembly adopt this ordinance.**

**19. Ordinance 2022-21(b) An Ordinance Related to Property Tax Appeals and Codifying the Board of Equalization Rules of Procedure.**

This ordinance would amend the Juneau Board of Equalization's rules of procedure, which govern property tax appeals. The substance of this ordinance comes from three sources: the Anchorage Board of Equalization rules, the existing Juneau Board of Equalization rules, and changes to state law since the existing Juneau property tax appeal code was adopted in the 1970s.

The Juneau Board of Equalization reviewed this ordinance on September 20, 2022. The Assembly Committee of the Whole reviewed this ordinance on September 26, November 7, and November 28, 2022.

**The City Manager recommends the Assembly adopt this ordinance.**

**20. Ordinance 2022-40 An Ordinance Authorizing the Manager to Lease Space at the Juneau Police Department Headquarters to L3Harris Technologies, Inc. for Aircraft and Air Traffic Control Safety Equipment.**

The Federal Aviation Administration (FAA) is updating safety controls for aircraft collision avoidance. A contractor for the FAA, L3Harris submitted an application to lease cabinet and antenna space at the Juneau Police Station located at 6255 Alaway Avenue. L3Harris would use the leased space to improve the Wide Area Multilateration surveillance system for the airport. Fair market value has been determined by appraisal to be \$540 per year.

The Juneau International Airport Manager reviewed this application and is in favor of granting this lease. The Juneau Police Department Radio Electronics Specialist reviewed this application and is in favor of granting this lease. The LHED Committee reviewed this request at its meeting on June 27, 2022, and provided a motion of support for leasing this property to L3Harris. On August 1, 2022, the Assembly authorized the Manager to negotiate with L3Harris.

**The City Manager recommends the Assembly adopt this ordinance.**

**21. Ordinance 2022-54 An Ordinance Amending the Investments and Collateral Chapter of Title 57 Related to Investment Policies.**

This ordinance, and a companion resolution (#3022) that will be presented on December 12, 2022, would update the City and Borough of Juneau Investment Policy. Specifically, this ordinance would clarify how the investment policy is updated, would add sustainability to the investment objectives, and would add two more authorized investment instruments.

On September 7, 2022, the Assembly Finance Committee recommended these changes to the investment policy. The Systemic Racism Review Committee reviewed this request at the November 22, 2022 meeting and forwarded it to the full Assembly for public hearing.

**The City Manager recommends the Assembly adopt this ordinance.**

**P. UNFINISHED BUSINESS**

**Q. NEW BUSINESS**

**R. STAFF REPORTS**

**22. Affordable Housing Fund Recommendations - 2022**

At the November 28, 2022 Lands, Housing, and Economic Development Committee meeting, the Committee forwarded recommendations for Round Two of the Juneau Affordable Housing Fund.

*Mr. Bryson moved that the Lands, Housing, and Economic Development Committee recommend funding for the four applications: AWARE, Tlingit-Haida Regional Housing Authority, Rooftop Properties LLC, and St. Vincent de Paul, and forward to the Assembly for final approval. Motion passed with no objections.*

**S. ASSEMBLY REPORTS**

**Mayor's Report**

**Committee and Liaison Reports**

**Presiding Officer Reports**

**T. ASSEMBLY COMMENTS & QUESTIONS**

**U. CONTINUATION OF PUBLIC PARTICIPATION ON NON-AGENDA ITEMS**

**V. EXECUTIVE SESSION**

**W. SUPPLEMENTAL MATERIALS**

**X. 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.

Presented by: The Manager  
Presented: 12/12/2022  
Drafted by: R. Palmer III

## ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2022-62

**An Ordinance Amending the Official Zoning Map of the City and Borough to Change the Zoning of 10.97 acres of the Pederson Hill Property Located near Karl Reishus Boulevard and Hamilton Street, from D-10SF to D-10.**

WHEREAS, the 10.97 acre area of the proposed rezone to D-10 is currently zoned as D-10SF; and

WHEREAS, the CBJ Comprehensive Plan maps this area for Medium Density Residential; and

WHEREAS, the proposed rezone substantially conforms to the Medium Density Residential designation; and

WHEREAS, the proposed rezone has been determined compatible with nearby D-10 lots.

NOW, THEREFORE, 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 to the Official Zoning Map.** The Official Zoning Map of the City and Borough, adopted pursuant to CBJ 49.25.110, is amended to change the zoning of the following property:

Beginning at the northwest corner of Lot 10, Pederson Hill II Phase 1A, thence N 09° 24' 45" 150 feet to an unmonumented point within Lot 2A, Pederson Hill II Phase 1A, thence N 65° 00' 00" W approximately 1074 feet to an unmonumented point on the west boundary of Lot 2A, Pederson Hill II Phase 1A, thence S 13° 01' 40" W approximately 313 feet to the northwest corner of Lot 7, U.S.S. 3260, thence along the southwest boundary of Lot 2A, Pederson Hill II Phase 1A, S 50° 45' 25" E 872.94 feet to the north west corner of Lot 9, Pederson Hill II Phase 1A, thence N 87° 03' 35" E 425.62 feet to the southwest corner of Lot 8, Pederson Hill II Phase 1A, thence N 09° 24' 45" W 245.40 feet to the point of beginning.

all located near Karl Reishus Boulevard and Hamilton Street, Juneau, Alaska, and depicted in Exhibit A, from D-10SF to D-10.

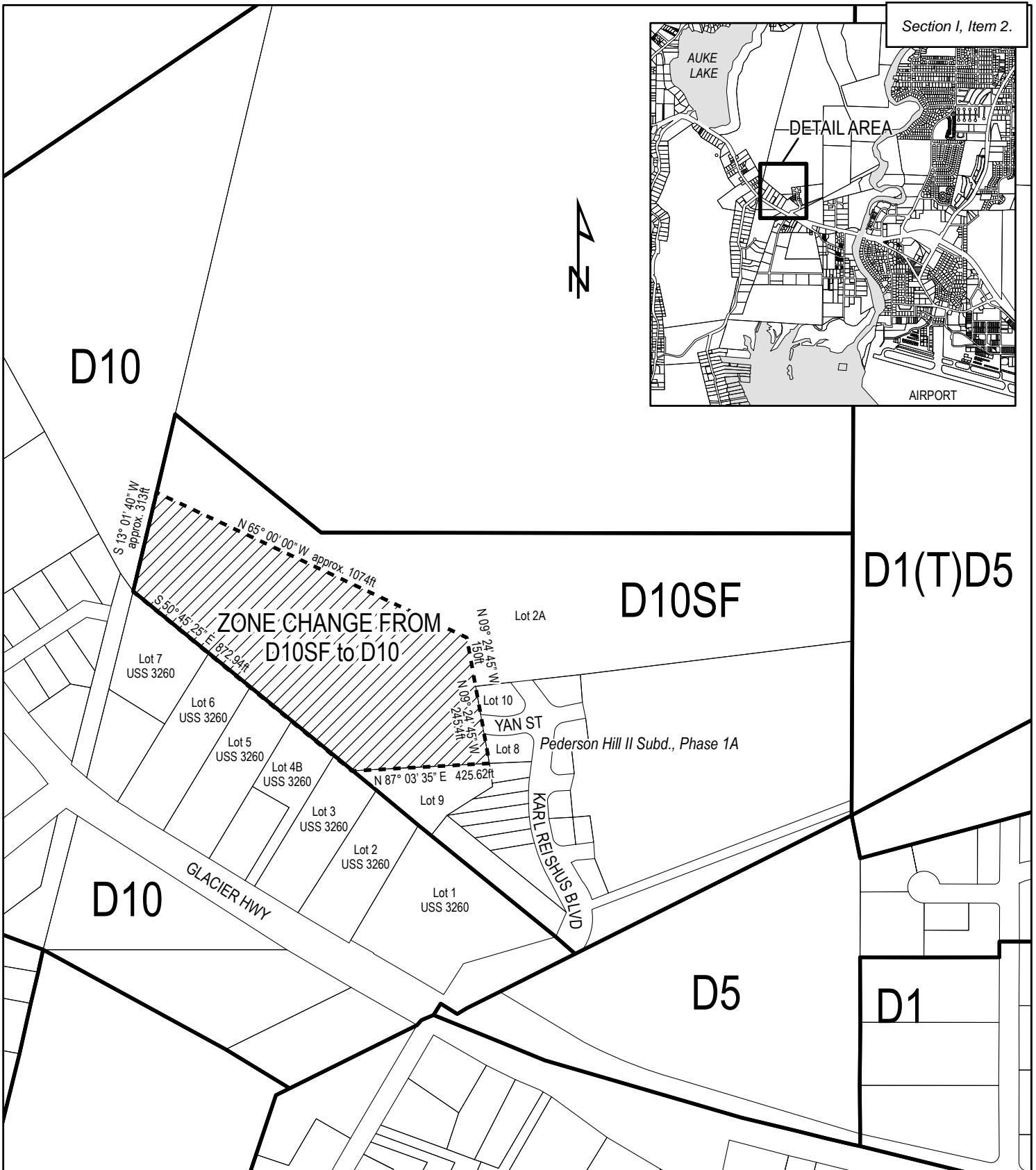
**Section 3. Effective Date.** This ordinance shall be effective 30 days after its adoption.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Beth A. Weldon, Mayor

Attest:

\_\_\_\_\_  
Elizabeth J. McEwen, Municipal Clerk



Ord. No. 2022-62

Zone Change for  
Portion of Lot 2A, Pederson Hill II Phase 1A  
from D10SF to D10

CDD Case: AME20220005

0 125 250 500 750 Feet



# MEMORANDUM



**DATE:** November 28, 2022

**TO:** CBJ Assembly

**FROM:** Jeff Rogers, Finance Director

105 Municipal Way  
Juneau, AK 99801  
Phone: (907) 586-5215  
Fax: (907) 586-0358

**SUBJECT: Proposed Revenue Sharing Agreement with Goldbelt, Inc**

Eaglecrest has been negotiating a Revenue Sharing Agreement (RSA) with Goldbelt, Inc., pursuant to Goldbelt's announcement of its intent to invest in the Eaglecrest Gondola Project. This memo updates the Assembly Finance Committee on the status of those negotiations. The current proposal calls for Goldbelt to contribute \$10 million to the Gondola Project in three separate payments, in December 2022, April 2023, and August 2023.

The RSA has a term of 25 years from day the Gondola Project opens, unless it is terminated by either Goldbelt or Eaglecrest. Over the life of the RSA, Goldbelt will repaid a minimum of \$20 million in compensation for its initial investment. If that \$20 million repayment doesn't happen in 25 years, the term will be extended until the repayment has occurred. The contract sets an opening date of May 31, 2027, and allows Goldbelt to terminate if it hasn't opened by that date. In that event, Goldbelt would be repaid the total amount it has invested plus 5% simple interest, with a cap of 110% of the total investment.

The RSA provides that Goldbelt will receive revenue in two phases according to a progressive schedule of increasing percentages based on visitor numbers. Phase 1 will pay Goldbelt from 10% to 25% of summer operation receipts until Goldbelt has received \$20 million. Once the \$20 million threshold is passed, Goldbelt will be paid from 10% to 12.5% for the remainder of the term of the RSA. A sample calculation of this phased revenue sharing is attached.

The RSA allows for termination under four circumstances: mutual agreement; by Eaglecrest for convenience; by Eaglecrest for cause; or by Goldbelt for cause, with different fiscal consequences for each scenario. Termination by mutual agreement would presumably include payment terms. If Eaglecrest terminates for convenience during Phase 1, the termination fee would be the total Goldbelt had contributed to date plus 5% interest, less any amount already paid to Goldbelt, the total capped at 110% of the total investment. If this yields a negative sum, the termination fee is what Goldbelt was owed but had not yet been paid. If Eaglecrest terminates for convenience in Phase 2 the termination fee would again be what Goldbelt was owed but had not yet been paid.

Eaglecrest may terminate for cause if Goldbelt fails to make a contribution payment, otherwise breaches the agreement and fails to or cannot cure the breach, becomes insolvent, or has a force majeure event. If Eaglecrest terminates for cause in Phase 1, the termination fee would be the total contribution to date less Goldbelt's share already paid. If the foregoing results in a negative sum, the fee would be only what Goldbelt had earned but hadn't yet been paid. If Eaglecrest terminates for cause in Phase 2 the termination fee would once again be what Goldbelt was owed but had not yet been paid.

Goldbelt may terminate for cause if Eaglecrest fails to pay or breaches and fails to cure a breach of the RSA. The RSA provides that the funds which Eaglecrest will pay Goldbelt will be generated from gross summer operations receipts. It allows recourse to court for either party to seek damages from the other party, with limitations on consequential and indirect damages. Because the fund source is limited, there is a possibility that a future Assembly might not have funds to remit to Goldbelt if the summer operation receipts were insufficient, but the obligation would not be guaranteed by the full faith and credit of CBJ.

Presented by: The Manager

Presented: 12/12/2022

Drafted by: R. Palmer III

## ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

### Serial No. 2022-63

#### **An Ordinance Authorizing the Manager to Enter into a Revenue Sharing Agreement with Goldbelt, Inc. to Fund Installation of the Gondola and Associated Infrastructure at the Eaglecrest Ski Area.**

WHEREAS, the City and Borough of Juneau ("CBJ") owns the Eaglecrest Ski Area and desires to develop and improve the public ski area by installing, deploying, and operating a gondola system and other associated amenities, facilities, and visitor attractions; and

WHEREAS, the Assembly appropriated \$2,000,000.00 for the purpose of a used gondola (February 28, 2022; Ordinance 2021-08(b)(am)(Z)); and

WHEREAS, shortly after the \$2,000,000.00 was appropriated, Goldbelt, Inc., a local Alaska Native Corporation, reached out with a \$10,000,000.00 offer to fund installation of the gondola and associated infrastructure; and

WHEREAS, the CBJ contemplated both market and bond bank financing and does not believe that these two approaches would be as favorable as working with Goldbelt Inc. because neither private or bond bank financing would allow for joint marketing; moreover, private financing would require loan collateralization and revenue bond financing rates would be unfavorably high because the revenue stream does not yet exist; and

WHEREAS, in exchange for Goldbelt, Inc.'s capital contributions, the City and Borough of Juneau is willing to share summer revenue from the gondola project; and

WHEREAS, the City and Borough of Juneau is not pledging taxes, revenue from taxes, or the full faith and credit of the municipality but is securing this revenue sharing agreement principally with the summer revenue from the gondola project, (see CBJ Charter 10.1; A.S. 29.47.240 Revenue bonds); and

WHEREAS, this revenue sharing agreement does not create a property interest conversion for the purposes of the federal Land and Water Conservation Fund because ownership of the gondola project, like the surrounding Eaglecrest Ski Area, remains wholly owned by the CBJ

(see 54 U.S.C.A. § 200305(f)(3); 36 C.F.R. § 59.3; LWCF Financial Assistance Manual at page 103 (3/11/2021)); and

WHEREAS, Goldbelt, Inc. is uniquely situated to execute a revenue sharing agreement with the CBJ because Goldbelt, Inc. owns the other gondola-like conveyance (Goldbelt Tram Alaska) in the community, which eliminates competition concerns with the Goldbelt Tram Alaska, encourages visitor impact diversification and sustainable use of both aerial conveyances, and Goldbelt, Inc. has a natural financial interest to see both aerial conveyances prosper while benefiting the community; and

WHEREAS, this revenue sharing agreement and the underling gondola installation is in the best interest of the community and serves an important public purpose.

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

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

**Section 2. Authorization to Execute Revenue Sharing Agreement.** The City Manager is authorized to execute the Revenue Sharing Agreement depicted in Exhibit A. The City Manager may make minor typographical and grammatical changes, but any material change to Exhibit A requires Assembly approval prior to such change taking effect.

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Beth A. Weldon, Mayor

Attest:

\_\_\_\_\_  
Elizabeth J. McEwen, Municipal Clerk

## REVENUE SHARING AGREEMENT

### PART I: PARTIES

This Revenue Sharing Agreement (this “Agreement”), dated as of \_\_\_\_\_, 2023 (the “Effective Date”), is between the City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska (the “City”); and Goldbelt, Inc., an Alaska Native Urban Corporation (“Goldbelt”) incorporated under the laws of the State of Alaska with its principal place of business in Juneau, Alaska. The City and Goldbelt are collectively referred to herein as the “Parties” and individually as a “Party” to this Agreement.

### PART II: CONTRACT ADMINISTRATION

All communications concerning this Agreement shall be directed as follows, any reliance on a communication with a person other than that listed below is at a Party’s own risk. Notices required under this Agreement must be in writing and personally delivered or sent to the address shown below and will be effective upon receipt.

**City & Borough of Juneau:**

Attn: Dave Scanlan, Manager  
Eaglecrest Ski Area  
155 South Seward Street  
Juneau, AK 99801  
Telephone: 907-789-2000  
E-mail: [dave.scanlan@eaglecrest.com](mailto:dave.scanlan@eaglecrest.com)

**Goldbelt, Inc.**

Attn: McHugh Pierre, President & CEO  
Goldbelt, Inc.  
3025 Clinton Drive  
Juneau, Alaska 99801  
Telephone: 907-790-4990  
E-mail: [mchugh.pierre@goldbelt.com](mailto:mchugh.pierre@goldbelt.com)

### PART III: CONTRACT DESCRIPTION

This Agreement is identified as a Revenue Sharing Agreement. The following appendix and any exhibits or attachments incorporated by reference or attached thereto (collectively, the “Appendix”) and exhibits (the “Exhibits”) are attached and are considered a part of this Agreement.

**Appendix A: Project, Contribution & Other Terms**

**Exhibit A: Project Location**

**Exhibit B: Project Description**

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

### PART IV: CONTRACT EXECUTION

The City and Goldbelt agree and sign below. This Agreement is not effective until signed by the City. Goldbelt represents that the person signing below on its behalf has the authority to do so and that it is a valid and binding contract enforceable in accordance with its terms.

[Signatures on following page]

**CITY AND BOROUGH OF JUNEAU****GOLDBELT, INC.**

By: \_\_\_\_\_

Duncan Rorie Watt  
City and Borough Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_

McHugh Pierre  
President & CEO

Date: \_\_\_\_\_

Content Approved by: \_\_\_\_\_ Dave Scanlan, Eaglecrest Ski Area

Form Approved by: \_\_\_\_\_ Benjamin Brown, CBJ Law Dep't

Risk Management Review: \_\_\_\_\_ Chelsea Swick, CBJ Risk Management

**APPENDIX A: PROJECT, CONTRIBUTION & OTHER TERMS****RECITALS**

A. WHEREAS, the City is the owner of the Eaglecrest Ski Area located on Douglas Island, on an area of over 1500 acres on part of which the City currently operates Eaglecrest Ski Area as further described on the attached Exhibit A (the "Project Location");

B. WHEREAS, the City desires to develop the Project Location by acquiring, installing, deploying, and operating a gondola system at the Project Location (the "Project Gondola") and other associated amenities, facilities, and/or tourist attractions; all to attract the use of the Project (as defined below) by locals, independent tourists, cruise ship tourists, and independent tour operators;

C. WHEREAS, the City has the authority to make and receive grants and enter into agreements to foster the economic development of the City;

D. WHEREAS, Goldbelt agrees to provide the City with capital for the costs of installation and construction of the Project; and

E. WHEREAS, in order to induce Goldbelt to fund the Contribution (as defined below), the City is willing to share with Goldbelt certain summer revenue from the Project, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Purpose.** The purpose of this Agreement is to provide the City with funds which will assist the City to build, construct, operate, and carry out the Project described further in Exhibit B (the "Project").

2. **Contribution.** In consideration of the various obligations to be undertaken by the City pursuant to this Agreement, Goldbelt agrees to provide the City with Ten Million Dollars US (US \$10,000,000) (the "Contribution") on such further terms and conditions as are described in

this Agreement. The City shall accept and use the Contribution for costs incurred in carrying out the Project as appropriated by the City and Borough of Juneau Assembly. Goldbelt will not, and shall not permit any subsidiary or affiliate, to record or obtain any lien on any property or asset of the Project.

3. **Disbursement of Contribution Funds.** Goldbelt will disburse Contribution funds as follows: (i) Four Million Dollars US (US \$4,000,000) within 30 days of the Effective Date; (ii) Four Million Dollars US (US \$4,000,000) within six months of the Effective Date; and (iii) Two Million Dollars US (US \$2,000,000) within one year of the Effective Date.

4. **Term.** The term of this Agreement (the “Term”) shall commence on the Effective Date and will continue until the earliest to occur of: (a) 11:59 PM AST on the twenty-fifth (25<sup>th</sup>) annual anniversary of the date that the Project Gondola opens to the public (“Public Opening”); (b) the termination of this Agreement by the City; or (c) the termination of this Agreement by Goldbelt. In the event that Goldbelt has not yet received repayment by the City of its Goldbelt Share during Phase 2 (as defined below in Section 6) in an amount equal to two (2x) times the amount of the Contribution disbursed by Goldbelt to the City under this Agreement (“ROI Amount”) by the Public Opening date, the Term shall be automatically extended until such date upon which Goldbelt has been repaid an amount equal to the ROI Amount under this Agreement, unless this Agreement has been earlier terminated by either Party. Subject to Section 25, Force Majeure, the City warrants that the Project Gondola will open to the public no later than May 31, 2027. If the Project Gondola does not open by that date, Goldbelt may terminate this Agreement under Section 5(d) below, and, upon such termination, the City shall repay to Goldbelt an amount equal to: (a) the amount of the Contribution provided to the City as of the date of termination, plus (B) an amount equal to five percent (5%) per annum simple interest (prorated for any partial year), non-compounded, calculated from the date such Contribution (or each part of the Contribution respectively) was made. Notwithstanding the foregoing, under no circumstance shall the repayment to Goldbelt under this Section 4 be more than one hundred ten percent (110%) of the amount of the Contribution provided to the City. Upon the payment described in this Section 4 being paid to Goldbelt, the Parties shall have no further obligation to each other.

5. **Termination, Default, and Remedies.**

(a) **Termination.** This Agreement shall terminate only upon the occurrence of any of the following circumstances: (i) upon written agreement of the Parties; (ii) pursuant to Section 5(b); (iii) pursuant to Section 5(c); or (iv) pursuant to Section 5(d).

(b) **For Convenience by City.** The City, in its sole discretion, may terminate this Agreement at any time, without cause, prior to any portion of the Contribution being received by the City or if the City & Borough of Juneau Assembly terminates deployment or operation of the Project Gondola or fails to appropriate funds necessary to construct or operate the Project (as described in Section 18), by providing at least fifteen (15) days’ prior written notice to Goldbelt. The City shall pay Goldbelt the termination fee as described in this Section 5(b) (the “Termination Fee”). Upon the payment of the Termination Fee described in this Section 5(b), the Parties shall have no further obligation to each other.

(i) In the event this Agreement is terminated by the City pursuant to this Section 5(b) during Phase 1 (as defined below), the City shall, within sixty (60) days of the

effective date of such termination, calculate the gross Summer Operations Receipts (as defined below), if any, as of the date of termination, and pay to Goldbelt the Termination Fee in cash, which shall be an amount equal to: (A) the amount of the Contribution provided to the City as of the date of termination, plus (B) an amount equal to five percent (5%) per annum simple interest (prorated for any partial year), non-compounded, calculated from the date such Contribution (or each part of the Contribution respectively) was made, minus (C) the Goldbelt Share as determined under Section 6, earned and paid to Goldbelt as of the date of termination. Notwithstanding the foregoing, under no circumstance shall the sum of subsections (A) and (B) above be more than one hundred ten percent (110%) of the amount of the Contribution provided to the City. In addition, and notwithstanding the foregoing and subject to any approvals required as described in Section 18(a), upon mutual agreement between the City and Goldbelt, the City may provide annual rental credits to Goldbelt or any of its subsidiaries or affiliates, on a dollar for dollar basis, on properties leased by Goldbelt or any of its subsidiaries or affiliates from the City, in lieu of payment of all or part of the Termination Fee.

(ii) In the event the number calculated pursuant to Section 5(b)(i) above is negative, the City shall instead pay to Goldbelt the Termination Fee, which shall be an amount equal to the Goldbelt Share as determined under Section 6, earned and not yet paid to Goldbelt as of the date of termination, if any. Notwithstanding the foregoing and subject to any approvals required as described in Section 18(a), upon mutual agreement between the City and Goldbelt, the City may provide annual rental credits to Goldbelt or any of its subsidiaries or affiliates, on a dollar for dollar basis, on properties leased by Goldbelt or any of its subsidiaries or affiliates from the City, in lieu of payment of all or part of the Termination Fee.

(iii) In the event this Agreement is terminated by the City pursuant to this Section 5(b) during Phase 2 (as defined below), the City shall, within sixty (60) days of the effective date of such termination, calculate the gross Summer Operations Receipts (as defined below) as of the date of termination, and pay to Goldbelt the Goldbelt Share as determined under Section 6, earned but not yet paid to Goldbelt as of the date of termination.

(c) For Cause by City.

(i) This Agreement may be terminated before the expiration date of the Term on written notice by the City, if Goldbelt: (A) fails to pay any portion of the Contribution when due hereunder and such failure continues for fifteen (15) days after such due date; (B) breaches any provision of this Agreement and either the breach cannot be cured or, if the breach can be cured, is not cured by Goldbelt within the time frame identified in the notice of default. If the breach is not curable within the time frame specified, Goldbelt shall provide a written cure plan for approval by the City, which approval shall not be unreasonably withheld. Goldbelt will begin implementing the cure plan immediately after receipt of notice that the City approves the plan; (C) becomes insolvent; (D) is generally unable to pay, or fails to pay, its debts as they become due; (E) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law; (F) makes or seeks to make a general assignment for the benefit of its creditors; (G) applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property or business; or (H) has a Force Majeure Event that lasts longer than two (2) months. Upon the payment described in this Section 5(c), being paid to Goldbelt, the Parties shall have no further obligation to each other.



(ii) In the event this Agreement is terminated by the City pursuant to this Section 5(c) during Phase 1 (as defined below), the City shall, within sixty (60) days of the effective date of such termination, calculate the gross Summer Operations Receipts (as defined below) as of the date of termination, and pay to Goldbelt an amount equal to: (A) the amount of the Contribution provided to the City as of termination, minus (B) the Goldbelt Share as determined under Section 6, earned and paid to Goldbelt as of the date of termination.

(iii) In the event the number calculated pursuant to Section 5(c)(ii) above is negative, the City shall instead pay to Goldbelt an amount equal to the Goldbelt Share as determined under Section 6, earned and not yet paid to Goldbelt as of the date termination.

(iv) In the event this Agreement is terminated by the City pursuant to this Section 5(c) during Phase 2 (as defined below), the City shall, within sixty (60) days of the effective date of such termination, calculate the gross Summer Operations Receipts (as defined below) as of the date of the event serving as the basis for the termination, and pay to Goldbelt the Goldbelt Share as determined under Section 6, earned but not yet paid to Goldbelt as of the date of termination.

(d) For Cause by Goldbelt. This Agreement may be terminated before the expiration date of the Term on written notice by the Goldbelt, if the City: (A) fails to pay any portion due hereunder and such failure continues for sixty (60) days after notice of such failure to pay; (B) materially breaches any provision of this Agreement and either the breach cannot be cured, or if the breach can be cured, it is not cured by the City within thirty (30) days after the City's receipt of written notice of such material breach. If the breach is not curable within thirty (30) days, the City shall deliver to Goldbelt a plan for curing such breach that is reasonably sufficient to effect a cure. If the City fails to cure or deliver a plan for curing such breach within thirty (30) days, Goldbelt may terminate this Agreement; or (C) has a Force Majeure Event that lasts longer than two (2) months.

(e) Remedies. Subject to the remedies as provided in this Section 5, each Party shall have all rights available at law or in equity arising out of a breach or default of the other Party under this Agreement (including the breach or any representation or warranty by another Party), including, but not limited to, the right to specific performance, the right to an injunction (both temporary or permanent), the right to pursue payment of any amounts owed or claimed to be owed by a Party under this Agreement, and the right to seek such recovery, damages, or other relief, as may be available at law or in equity, except as may be explicitly limited by this Agreement, suffered by a Party and caused by a breach or default by the other Party.

(f) Notice. Goldbelt shall advise the City immediately of any default or alleged default of which any director, officer, manager, or agent of Goldbelt is aware under this Agreement by either Party hereto.

(g) No Consequential or Indirect Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY OR ANY THIRD PARTY FOR: CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES; OR LOST PROFITS OR REVENUES ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF: (i) WHETHER SUCH DAMAGES WERE FORESEEABLE, (ii)

WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (iii) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

6. **Revenue Sharing.** Subject to Goldbelt funding the entire Contribution as required under the terms of this Agreement, and there being no default event as described in Section 5(c) then in existence, the City shall share with Goldbelt certain fees and revenues (the “Goldbelt Share”). For each year beginning with the year the Gondola is opened to the public, the Goldbelt Share shall be the amount calculated as follows:

(a) **Phase 1.** Until Goldbelt has received payments in an amount equal to the ROI Amount (“Phase 1”), Goldbelt shall be entitled to:

(i) ten percent (10%) of the gross Summer Operations Receipts for the first fifty-five thousand (55,000) summer visitors to the Project (measured by total individual, packaged, or summer season pass sales for the Project Gondola);

(ii) fifteen percent (15%) of the gross Summer Operations Receipts from summer visitors in excess of fifty-five thousand (55,000) up to sixty-five thousand (65,000), to the Project (measured by total individual, packaged, or summer season pass sales for the Project Gondola);

(iii) twenty percent (20%) of the gross Summer Operations Receipts from summer visitors in excess of sixty-five thousand (65,000) up to seventy-five thousand (75,000), to the Project (measured by total individual, packaged, or summer season pass sales for the Project Gondola); and

(iv) twenty-five percent (25%) of the gross Summer Operations Receipts from summer visitors in excess of seventy-five thousand (75,000) to the Project (measured by total individual, packaged, or summer season pass sales for the Project Gondola).

(b) **Phase 2.** Once Goldbelt has received payments in an amount equal to the ROI Amount (“Phase 2”), Goldbelt shall be entitled to:

(i) ten percent (10%) of the gross Summer Operations Receipts for the first fifty-five thousand (55,000) summer visitors to the Project (measured by total individual, packaged, or summer season pass sales for the Project Gondola); and

(ii) twelve and one-half percent (12.5%) of the gross Summer Operations Receipts from summer visitors in excess of fifty-five thousand (55,000) to the Project (measured by total individual, packaged, or summer season pass sales for the Project Gondola).

(c) **Payment of Goldbelt Share.** Within sixty (60) days after receiving a final statement for the Project identifying the gross Summer Operations Receipts for the immediately preceding calendar year of the Term, the City will submit to Goldbelt the Goldbelt Share payable pursuant to this Section 6. Payments made by the City to Goldbelt pursuant to this Agreement will be accompanied by an accounting showing the following for the applicable calendar year: (i) total fees and revenue generated by Project activities collected by the City; (ii) total fees and revenue

generated by the Project activities collected by Goldbelt and provided to the City; and (iii) total fees and revenue generated by the Project activities collected by third parties and provided to the City; all as described in Section 6(d) below.

(d) Sources. The “Summer Operations Receipts” shall mean the entire amount of all receipts, determined on a basis, from:

(i) revenue received by the City during the calendar year from the sale of individual, packaged, or summer season passes for the Project Gondola located at the Project Location for use during the summer, whether sold by the City, Goldbelt, or third parties. For purpose of this Agreement, “summer” is defined at the period which is the greater of: (A) the period between April 15<sup>th</sup> to October 15<sup>th</sup> of each calendar year; or (B) the cruise ship calendar for the City, provided by the Cruise Line Agencies of Alaska, for such calendar year;

(ii) revenue received by the City from the sale of individual, packaged, or summer season passes or sales for associated amenities, facilities, and/or tourist attractions funded by the Contribution located at the Project Location owned and operated by the City during the summer; and

(iii) Goldbelt shall be required to revert to the City from such sales an amount equal to the agreed upon wholesale pricing for individual Gondola rides or packaged adventure park products.

(iv) Summer Operations Receipts shall explicitly exclude existing amenities, facilities, and/or tourist attractions located at the Project Location as of the date of this Agreement, whether owned by a third party operator, Goldbelt, or the City.

(e) Records and Reports.

(i) On a monthly basis Goldbelt will provide to the designated representative of the City a summary report of activity generated by Goldbelt related to the Project as described in Section 6(d) above by the 15<sup>th</sup> of the month following the reporting period.

(ii) On a monthly basis, the City will provide to the designated representative of Goldbelt a summary report of summer activity generated by the Project as described in Section 6(d) above by the 15<sup>th</sup> of the month following the reporting period.

(iii) The Parties shall maintain accurate financial records, in a form acceptable to the Parties, of all transactions relating to the Project.

(iv) Upon at least thirty (30) days’ prior written notice from a Party (and not more than once per calendar year), each Party shall have the right, and the other Party shall permit, to have an independent certified public accounting firm selected by such Party, and reasonably acceptable to the other Party, to have access during normal business hours and at the audited Party’s principal place of business, to such books of account and records of any audited Party as may be reasonably necessary to verify the accuracy of the summer revenues described in this Section 6 for any period of time ending not more than twenty-four (24) months prior to the date of such request. If an audit pursuant to this Section 6(e) establishes that the audited Party underpaid

the unaudited Party, then the audited Party shall promptly (and, in any event, no less than fifteen (15) days after the accounting firm has notified both Parties in writing of the nature and amount of any underpayment) remit to the unaudited Party the amount of such underpayment plus interest (at a rate of seven percent (7%). The fees charged by such accounting firm in connection with any audit pursuant to this Section 6(e) shall be paid by the unaudited Party, provided, however, that such an audit establishes an underpayment by the audited Party that is more than five percent (5%) of the total amount of payments (or revenue remitted) by the audited Party to the unaudited Party for the period being audited, then the audited Party shall pay the reasonable and actual fees and expenses charged by such accounting firm in connection with such audit.

(v) The City will identify to Goldbelt any reports or documents required by this Agreement which are alleged to contain confidential or proprietary information of the City or the Project or any other person ("Identified Confidential Information"). To the extent reasonably permitted by local and state law, Goldbelt agrees to hold such Identified Confidential Information in confidence.

(vi) Goldbelt acknowledges and understands that the City is subject to the Alaska Public Records Act (AS 40.25.120) and that all documents received, owned, or controlled by the City in relation to this Agreement must be made available for the public to inspect upon request, unless an exception applies. It is Goldbelt's sole responsibility to clearly identify any documents Goldbelt believes are exempt from disclosure under the Alaska Public Records Act by clearly marking such documents "Confidential." Should the City receive a request for records under the Alaska Public Records Act applicable to any document marked "Confidential" by Goldbelt, the City will notify Goldbelt as soon as practicable prior to making any disclosure. Goldbelt acknowledges it has five (5) days after receipt of notice to notify the City of its objection to any disclosure, and to file any action with any competent court Goldbelt deems necessary in order to protect its interests. Should Goldbelt fail to notify the City of its objection or to file suit, Goldbelt shall hold the City harmless of any damages incurred by Goldbelt as a result of the City disclosing any of Goldbelt's documents in the City's possession. Additionally, Goldbelt may not promise confidentiality to any third party on behalf of the City, without first obtaining express written approval by the City in each instance.

## **7. Other Obligations of the Parties.**

### **(a) City Obligations. The City shall:**

(i) provide any information and support that may be reasonably requested by Goldbelt regarding the marketing, advertising, promotion, and sale of the passes for the Project attractions;

(ii) allow Goldbelt to participate, at its own expense, in any marketing, advertising, promotion, and sales programs or events that the City may use or make generally available to third party sellers of the passes for the Project attractions, provided that the City may alter or eliminate any program at any time;

(iii) approve or reject, in its discretion, any promotional information or material submitted by Goldbelt for the City's approval;

(iv) set the prices for the passes, goods, and services for the Project attractions to be charged by the City, Goldbelt, and other third-party sellers, having solicited and considered Goldbelt's expertise and business experience; and

(v) in the City's sole discretion, provide promotional information and material for use by Goldbelt in accordance with this Agreement.

(b) *Goldbelt Obligations.* Goldbelt shall:

(i) market, advertise, promote, and sell passes for the Project attractions in a manner that reflects favorably at all times on the good name and reputation of the City and consistent with good business practice;

(ii) have sufficient knowledge of the Project and Project attractions so as to be able to explain in detail to customers information about the Project and Project attractions;

(iii) not use any promotional and marketing materials related to the Project, whether prepared by the City or others, without the prior written consent of the City;

(iv) not make any materially misleading or untrue statements concerning the City or the Project, including any "bait-and-switch" practices;

(v) promptly notify the City of any complaint or adverse claim about the Project or Project attractions of which Goldbelt becomes aware;

(vi) comply with the rules and regulations for the Project, including sales of passes, imposed by the City that are reasonably determined by the City to protect access to the Project for residents of the City, including, but not limited to, seasonal, daily, or hourly caps on visitors to the Project;

(vii) submit to the City complete and accurate monthly reports regarding the marketing and sales of the passes for the Project attractions in a computer-readable format and containing the scope of information acceptable to the City, maintain books, records, and accounts of all transactions and permit full examination thereof by the City in accordance with Section 6(e); and

(viii) only sell the passes for the Project attractions at not less than the prices determined by the City.

8. **Non-Exclusive Relationship.** The City may have other business interests or attractions and may engage in other activities in addition to those relating to the Project attractions. Goldbelt shall not have any right, by virtue of this Agreement, to share or participate in such other investments or activities of the City or to the income or proceeds derived therefrom. In addition, the City may obtain additional contributions or capital from third parties besides the Contribution in order to build or fund the Project. For avoidance of doubt, the City may own and operate other attractions (including gondolas, mountain coasters, ski huts or ski lifts directly competitive with those funded in whole or in part by the Contribution) whether located at the Project Locations or elsewhere and Goldbelt shall not be entitled to income or proceeds derived therefrom other than from the Project Gondola, Mountain Coaster, or Ski Hut during the summer.

9. **Contractual Relationship.** The Parties intended that an independent contractor relationship will be created by this Agreement. The City is interested only in the results to be achieved as provided in this Agreement. Except for determining the minimum prices for the sale of passes or other goods or services of the Project (which shall be determined solely by the City), the conduct and control of the work by Goldbelt described herein will lie solely with Goldbelt. Goldbelt is not considered to be an agent or employee of the City for any purpose, and the employees of Goldbelt are not entitled to any benefits that the City provides for City employees.

10. **Indemnification.** Subject to the terms and conditions of this Agreement, Goldbelt shall indemnify, hold harmless, and defend the City and its officers, agents, employees, and volunteers (collectively, the “Indemnified Party”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including actual, reasonable attorneys’ fees even if in excess of Alaska Civil Rule 82, fees, and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, relating to any claim of a third party or City arising out of or occurring in connection with: (a) Goldbelt’s acts or omissions of Goldbelt, including breach of this Agreement; (b) Goldbelt’s advertising or representations that warrant performance of the Project or its attractions beyond that provided by the City; (c) any failure by Goldbelt or its personnel to comply with any applicable laws; or (d) allegations that Goldbelt breached its agreement with a third party as a result of or in connection with entering into, performing under, or terminating this Agreement.

11. **Insurance.**

(a) During the Term and for a period of two (2) years after the Term, Goldbelt shall, at its own expense, maintain and carry insurance in full force and effect approved by the City’s Risk Management that includes, but is not limited to: (i) commercial general liability with limits no less than One Million Dollars US (US \$1,000,000) for each occurrence and Two Million Dollars US (US \$2,000,000) in the aggregate, which such policy is to contain, or be endorsed to contain, additional insured status for the City, its officers, officials, employees, and volunteers; (ii) automobile insurance with limits no less than One Million Dollars US (US \$1,000,000); (iii) workers’ compensation insurance with limits of One Million Dollars (US \$1,000,000.00) per injury and illness, One Million Dollars (US \$1,000,000.00) in the aggregate; and; and (iv) all other types and amounts of insurance required by applicable law and all such insurance as necessary to protect the Indemnified Party from and against any third party claims; all with financially sound and reputable insurers. Upon the City’s request, Goldbelt shall provide the City with a certificate of insurance and policy endorsements for all insurance coverage required by this Section 11(a), and shall not do anything to invalidate such insurance. The certificate of insurance shall name the City as an additional insured. Goldbelt shall provide the City with thirty (30) days’ advance written notice in the event of a cancellation or material change in Goldbelt’s insurance policies. Except where prohibited by law, Goldbelt shall require its insurers to waive all rights of subrogation against the City’s insurers, Goldbelt and the other Indemnified Parties.

(b) The City agrees to maintain and carry insurance in full force and effect, subject to appropriate levels of self-insurance, in all types and amounts of insurance required by applicable law and as necessary to protect Goldbelt from and against any third party claims arising out of the City’s gross negligence or willful misconduct related to the Project and the City’s operation of the

Project with financially sound and reputable insurers. Upon the Goldbelt's request, the City shall provide the Goldbelt with a certificate of insurance and policy endorsements for all insurance coverage required by this Section 11(b), and shall not do anything to invalidate such insurance. The certificate of insurance shall name Goldbelt as an additional insured. The City shall provide Goldbelt with thirty (3) days advance written notice in the event of a cancellation or material change in the City's insurance policies.

12. **No Assignment or Delegation.** Goldbelt may not assign or delegate any interest in this Agreement without the prior written consent of the City, in its sole and absolute discretion. Goldbelt may assign its rights to any payment under this Agreement without the prior written consent of the City; however, notice of any such assignment or transfer shall be furnished promptly to the City by Goldbelt.

13. **Equal Employment Opportunity.** Goldbelt will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, familial status, sexual orientation, gender identity, gender expression, or national origin. Goldbelt shall include these provisions in any agreement related to the work performed under this Agreement with contractors or subcontractors.

14. **Choice of Law & Jurisdiction.** The Superior Court for the State of Alaska, First Judicial District at Juneau, Alaska shall be the exclusive jurisdiction for any action of any kind and any nature arising out of or related to this Agreement. Venue for trial in any action shall be in Juneau, Alaska. The laws of the State of Alaska shall govern the rights and obligations of the parties. Goldbelt specifically waives any right or opportunity to request a change of venue for trial pursuant to AS 22.10.040.

15. **Compliance with Laws & Regulations.** Goldbelt shall, at Goldbelt's sole cost and expense, comply with all applicable requirements of federal, state, and local laws, ordinances, and regulations now in force, including safety, environmental, immigration, and security enactments, or which may be subsequently enacted. Goldbelt warrants that it has obtained and is in full compliance with all required licenses, permits, and registrations regulating the conduct of business within the State of Alaska and the City, and shall maintain such compliance during the effective Term of this Agreement.

16. **Payment of Taxes & Obligations to City.** As a condition of this Agreement, Goldbelt shall pay all federal, state, and local taxes incurred by Goldbelt and shall require their payment of any subcontractor or any other persons in the performance of this Agreement. Goldbelt shall not be delinquent in the payment of taxes, or any other obligation, to the City during the performance of this Agreement. Satisfactory performance of this Section 16 is a condition precedent to payment by the City under this Agreement.

17. **Ownership of Documents.** All designs, drawings, specifications, notes, artwork, marketing materials, and other work developed in performance of this Agreement shall become the sole property of the City and may be used by the City for any other purpose without additional compensation to Goldbelt. Goldbelt agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Goldbelt, beginning as of the Effective Date and for a period of three (3) years after the final payment under this Agreement, agrees to furnish and provide access to all retained materials at the request of the City. Unless otherwise directed by the



City, Goldbelt may retain copies of all materials.

18. **Fiscal Funding and Other Risks.**

(a) The Parties acknowledge that the City is legally prohibited from encumbering funds that have not been duly appropriated, pursuant to the City's Charter 9.13. Funding for this Agreement beyond fiscal year 2023 is therefore subject to an appropriation of funds by, and at the sole discretion of, the City and Borough of Juneau Assembly. The Parties acknowledge and understand that in the event the Assembly fails to appropriate sufficient funds for the construction or operation of the Project or essential Project attractions, including, without limitation, for cause by either party under Section 5(c) or (d), as applicable, the Agreement will automatically terminate without penalty or further municipal liability, on June 30<sup>th</sup> of the City's current fiscal year, or as noted in the notice of termination thereunder.

(b) The Parties acknowledge that each bears the risk of any caps on tourism established by the City and Borough of Juneau Assembly or the State of Alaska or limitations or restrictions on how the Project Location is used or the Project is operated imposed or established by the City and Borough of Juneau Assembly or the State of Alaska.

19. **Entire Agreement.** This Agreement, including the Appendix and Exhibits, constitute the entire agreement of the Parties regarding the subject matter of this Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to the subject matters of this Agreement.

20. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to give effect to the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

21. **Amendments.** No amendment to this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

22. **Waiver.** No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

23. **No Third-Party Beneficiaries.** Subject to the next sentence, this Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person (including any customer) any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

24. **Counterparts.** This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed an original. Such counterparts shall constitute one and the same instrument. A signed counterpart of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

25. **Force Majeure.** No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Goldbelt to make the Contribution), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, unusually severe weather, tsunami, volcanic activity, pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive days following written notice given by it under this Section 25, either Party may thereafter terminate this Agreement upon thirty (30) days' written notice.

26. **Press Releases and Promotional Materials.** The City may issue press releases or other promotional materials describing in general terms the terms of this Agreement. The City shall also provide Goldbelt with copies of all publications produced in conjunction with the Project.

27. **Mutual Non-Disparagement.** At all times following the signing of this Agreement, neither Party shall engage in any vilification of the other, and each Party shall refrain from making any false, negative, critical, or disparaging statements or remarks, implied or express, concerning the other, and shall refrain from degrading the other Party's reputation.

28. **Other Agreements.** Any other agreements between the Parties related to the Project, such as fleet tours or transportation provided by Goldbelt, shall be agreed to by the Parties in their sole discretion and shall require additional agreements entered into by the Parties or an amendment to this Agreement.

[EXHIBITS ON FOLLOWING PAGES]

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**EXHIBIT A****PROJECT LOCATION**

The Project Gondola areal ropeway system will be located at Eaglecrest Ski Area, 3000 Fish Creek Road, Juneau, Alaska 99801. The bottom station of the Gondola ropeway will be located Alaska State Plane Coordinates, Northing 2522673.9910, Easting 2353725.4892. The midway loading station will be located at Alaska State Plan Coordinates, Northing 2521902.7930 Easting 2350412.0533. The top of the Gondola and Summit Lodge will be located at Alaska State Plane Coordinates, Northing 2521139.7557, Easting 2347133.6802.

**EXHIBIT B****PROJECT DESCRIPTION**

The Gondola system will have a total maximum hourly capacity of 750 passengers per hour providing year-round recreational access to summer and winter activities. The Gondola is a 1989 Doppelmayr fixed grip pulse Gondola with twelve 15 passenger cabins. The refurbished Gondola installation will have four pods of three cabins traveling the line.

Presented by: The Manager

Presented: 12/12/2022

Drafted by: R. Palmer III

## ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2022-64

### **An Ordinance Reorganizing and Consolidating the Aquatics Board, the Treadwell Arena Advisory Board, the Jensen-Olson Arboretum Advisory Board, and the Parks and Recreation Advisory Committee.**

WHEREAS, the Jensen-Olson Arboretum Advisory Board was most recently created by Resolution 2377 (12/11/2006); and

WHEREAS, the Parks and Recreation Advisory Committee was most recently created by Resolution 2646 (6/3/2013); and

WHEREAS, the Treadwell Arena Advisory Board was most recently created by Ordinance 2019-04(b) (1/28/2019); and

WHEREAS, the Aquatics Board was most recently created by Ordinance 2019-03(b) (1/28/2019); and

WHEREAS, the Assembly appreciates the community engagement and extensive volunteer hours members of the Jensen-Olson Arboretum Advisory Board, the Treadwell Arena Advisory Board, the Aquatics Board, and the Parks and Recreation Advisory Committee invested into our community; and

WHEREAS, the current Assembly Advisory Board Rules of Procedure are located in Resolution 2686 (6/9/2014); and

WHEREAS, Resolution 2686 requires appointments to advisory boards based on talent and interest instead of race, creed, color, age, religion, national origin, sex, marital status, political ideology, sexual orientation, or sensory, mental or physical handicap; and

1 WHEREAS, Resolution 2686 also requires diverse appointments to advisory boards to  
2 reflect a membership appropriate for accomplishing the goals of the board, which should include  
3 cultural, social, political, technical, and economic viewpoints sufficient to ensure wide-ranging  
4 and active debate; and

5  
6 WHEREAS, consolidation of the Jensen-Olson Arboretum Advisory Board, the Treadwell  
7 Arena Advisory Board, and the Aquatics Board duties into the Parks and Recreation Advisory  
8 Committee is in the best interest of the community because recruitment and retention of 43  
9 engaged volunteers is challenging, board morale is low when meetings are not meaningful, staff  
10 support time can be better spent on other projects, and fewer boards representing a larger  
11 portion of the community would be more effective and impactful.

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

14 **Section 1. Classification.** Sections 2, 3, 4, and 7 are noncode provisions. Sections 5  
15 and 6 are code provisions.

16  
17 **Section 2. Repeal of Resolution 2377.** Resolution 2377 is repealed. The Jensen-Olson  
18 Arboretum Advisory Board is dissolved upon the effective date of this ordinance.

19  
20 **Section 3. Repeal of Resolution 2646.** Resolution 2646 is repealed. The Parks and  
21 Recreation Advisory Committee is reestablished consistent with Section 6 of this ordinance.

22  
23  
24 **Section 4. Repeal of Ordinance 2019-04(b).** Ordinance 2019-04(b) is repealed. The  
25 Treadwell Arena Advisory Board is dissolved upon the effective date of this ordinance.

1           **Section 5. Repeal of Chapter 67.10.** Chapter 67.10 – Aquatics Facilities is repealed  
2 and reserved. The Aquatics Board is dissolved upon the effective date of this ordinance.  
3

4           **Section 6. Amendment of Chapter 67.01.** Chapter 67.01 – Recreation Areas is  
5 amended by adding articles to reestablish the Parks and Recreation Advisory Committee.  
6

7  
8       **Chapter 67.01 – RECREATION AREAS**

9                               **ARTICLE I. RECREATION AREA ORDINANCE**

10       **67.01.010 Short title.**

11       ...

12       **67.01.020 Other ordinances not affected.**

13       ...

14       **67.01.030 Areas regulated.**

15       ...

16       **67.01.040 Intent.**

17       ...

18       **67.01.045 Regulations.**

19       ...

20       **67.01.050 Hours of operation.**

21       ...

22       **67.01.080 Use; liability insurance.**

23       ...

24       **67.01.090 Prohibited uses.**

25       ...

26       **67.01.095 Motorized uses on Auke Lake.**

27       ...

28       **67.01.100 Criminal liability.**

29       ...



1                   **ARTICLE II. PARKS AND RECREATION ADVISORY COMMITTEE**

2           **67.01.200 Establishment.**

3                   There is established the Parks and Recreation Advisory Committee ("PRAC").

5           **67.01.210 Membership.**

6           (a) Membership. The members of the PRAC shall be nine citizens of the City and Borough of  
7           Juneau.

8           (b) Term. Members shall be appointed by the assembly. Members shall be appointed to  
9           staggered three-year terms. A new member shall be seated upon appointment and serve until  
10           their term ends or until their successor is appointed. A member serves at the pleasure of the  
11           assembly and may be removed at any time by an affirmative vote of six members of the  
12           assembly.

13           (c) Quorum. Five members constitutes a quorum.

16           **67.01.220 Meetings.**

17           (a) Procedure. The PRAC shall be governed by the Advisory Board Rules of Procedure, which  
18           generally follows Robert's Rules of Order.

19           (b) Regular and special meetings. The PRAC should hold regular meetings on a schedule  
20           established by the PRAC and may hold special meetings—at the call of the chairperson or three  
21           members—as necessary to conduct business.

1 **67.01.230 Subcommittees.**

2 (a) Jensen-Olson Arboretum Endowment Subcommittee. There is established a permanent  
3 subcommittee to advise on use of the Jensen-Olson Arboretum Endowment. This subcommittee  
4 should meet at least once per year and as necessary to effectuate the business of the  
5 endowment.

6 (b) Special subcommittees. The chairperson—subject to ratification by the PRAC—or majority  
7 of the PRAC may create temporary special subcommittees to facilitate any discrete PRAC  
8 business issue. Members of such subcommittee are limited to PRAC members. While all PRAC  
9 members may attend and participate in subcommittee proceedings, only designated  
10 subcommittee members may vote. Temporary subcommittees should exist for no longer than 24  
11 months and dissolve upon completion of the enabling charge.

13  
14 **67.01.240 Duties.**

15 (a) Intent. With the exception of parking management and facilities maintenance services  
16 provided to other departments, the PRAC should advise the assembly regarding all Parks and  
17 Recreation Department managed lands, facilities, and services including, but not limited to, the  
18 Treadwell Arena, the Aquatics Facilities, and the Jensen-Olson Arboretum.

19 (b) The PRAC should review and provide recommendations to the parks and recreation  
20 director and assembly regarding the following:

21  
22 (1) Planning and development of all aspects of recreation and associated issues affecting  
23 parks and recreation in the community.

24 (2) The Capital Improvement Plan (excluding Facilities Maintenance and Centennial  
25 Hall).

(3) The department's Fee Schedule (excluding parking).

(4) Adopted and proposed legislation, including regulations, related to the department.

(5) Acquisition or disposal of City and Borough of Juneau lands managed or dedicated for park or recreation purposes.

(6) Naming of parks or recreation facilities.

**67.01.250 Staff Assistance.**

Staff support and assistance to the PRAC may be provided by the City Manager as available and appropriate.

**Section 7. Parks and Recreation Advisory Committee Transition Period.** The Assembly intends on reestablishing the PRAC by April 1, 2023. Current members of the PRAC will continue to serve through March 30, 2023, and need to reapply if interested in a future PRAC position. In addition to new public members, all members of the Jensen-Olson Arboretum Advisory Board, the Treadwell Arena Advisory Board, and the Aquatics Board are encouraged to apply for a PRAC position. The Assembly shall appoint transitional PRAC positions as follows: three members for one-year terms, three members for two-year terms, and three members for three-year terms.

**Section 8. Effective Date.** This ordinance shall be effective March 15, 2023.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Beth A. Weldon, Mayor

Attest:

\_\_\_\_\_  
Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager

Presented: 12/12/2022

Drafted by: R. Palmer III

## ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2022-65

### **An Ordinance Authorizing the Eaglecrest Ski Area to Enter Into a Franchise Agreement with Mountain Lift, LLC, for Coffee and Baked Goods Service.**

WHEREAS, in 1975 and 1983, the federal Land and Water Conservation Funds were used to develop Eaglecrest Ski Area, which imposed permanent restrictions prohibiting conversion of any property interest, like a lease, to private use, *see* 54 U.S.C.A. § 200305(f)(3); 36 C.F.R. § 59.3; LWCF Financial Assistance Manual at page 103 (3/11/2021); and

WHEREAS, the CBJ Charter allows the Assembly to authorize franchises by ordinance, CBJ Charter 5.2(c); and

WHEREAS, Black's Law Dictionary defines franchise as "To grant (to another) the sole right of engaging in a certain business or in a business using a particular trademark in a certain area."; and

WHEREAS, the Eaglecrest Ski Area solicited statements of interest for the Eaglecrest Coffee Concessionaire (23-206), and only received one response from the current vendor, Mountain Lift, LLC; and

WHEREAS, CBJ staff contacted other coffee shop vendors who did not express an interest in the Eaglecrest Coffee Concessionaire opportunity; and

WHEREAS, the following franchise authorization is in the best interest of the public.

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

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

**Section 2. Franchise terms.** The franchise is subject to the following essential terms:

(a) **Application of 11 CBJAC 07, Commercial Use of Eaglecrest Ski Area.** The provisions of 11 CBJAC 07.010-100 apply to this franchise authorization in addition to the following provisions except when in conflict with a provision of this ordinance.

(b) **Authorized location.** Vendor is authorized to use that portion of the Eaglecrest Lodge currently designated by the Ski Area Manager for "Coffee and Baked Goods" services, which is located on the first floor of the Eaglecrest Lodge. "Coffee and baked goods" includes drinks and

1 foods customarily available at a coffee shop, like coffee, tea, and other made-to-order and  
2 packaged drinks.

3 (c) **Kitchen and restrooms.** Vendor may use restrooms and water from the kitchen. The  
4 vendor may also use the kitchen on “off hours” if agreed to by the Ski Area Manager and  
5 vendor. “Off hours” being defined as hours when the kitchen is not being used by Eaglecrest  
6 staff for preparation or service of food to Eaglecrest users.

7 (d) **Communication system.** Vendor may use of the Eaglecrest telephone system for credit  
8 card transactions.

9 (e) **Term.** Each franchise term is one year, terminating on October 1. Vendor may request to  
10 renew this franchise authorization annually by sending written notice to the Ski Area Manager  
11 by September 15, which shall be granted so long as the vendor is in good standing and a  
12 renewal is in the best interest of Eaglecrest Ski Area as determined by the Board of Directors.  
13 This franchise authorization is effective for a maximum of five winter seasons expiring October  
14 1, 2027, with an annual renewal option.

15 (f) **Revocation.** This franchise authorization is revocable upon violation of any of terms of  
16 this ordinance or upon failure to comply with other applicable permits, laws, and regulations.

17 (g) **Compliance with other laws and regulations.** Vendor shall comply with all applicable  
18 City and Borough of Juneau, State of Alaska, and federal permits, laws and regulations,  
19 including CBJ Conditional Use Permit USE2005-00060. Vendor shall ensure compliance and is  
20 responsible with this franchise authorization by Vendor’s agents, employees, customers, and  
21 guests.

22 (h) **Insurance.** Vendor shall maintain insurance for the risk and the amounts specified  
23 below, and shall supply the CBJ Risk Manager—who may modify these requirements on an  
24 annual basis when in the best interest of the CBJ—with current certificates of insurance:

- 25 (i) \$2,000,000 in commercial general liability insurance (aggregate) and \$1,000,000 (per  
occurrence), naming the CBJ as additional insured.
- (ii) Proof of vehicle insurance.
- (iii) Workers compensation insurance, if there are any employees. The policy must  
include employer’s liability coverage of \$1,000,000 per injury and illness, and  
\$1,000,000 policy limits. This policy shall be endorsed to waive subrogation against  
CBJ.

(i) **Indemnity.** Vendor agrees to indemnify, defend, and hold harmless the City and Borough  
of Juneau from any and all claims for injury and damage to persons or property related to or  
arising out of the Vendor’s activities unless such injury or damage is caused by the gross  
negligence of the City and Borough of Juneau, its agents, employees, officers, or anyone acting  
on its behalf.

1 (j) **Hours of Operation.** Vendor must operate the business every weekend day and holiday  
2 that Eaglecrest is open during the winter. The business will be available from 8:30am until one-  
3 half hour after the chairlifts close. Vendor may operate other hours as approved by the Ski Area  
4 Manager.

5 (k) **General Permit Fees.** Vendor must pay 10% of net sales (defined as gross sales minus  
6 sales tax) on all sales in excess of \$200 per day.

7 (l) **Fees Charged By Vendor.** Pursuant to 11 CBJAC 07.040(b)(3)(A), Vendor must submit  
8 to the Ski Area Manager a schedule of fees and charges to customers prior to the beginning of  
9 each ski season.

10 (m) **Monthly Revenue Reports.** Vendor must submit to the Ski Area Manager a complete  
11 revenue report detailing the gross revenues for each month of operation. Reports are due on or  
12 before the last day of the following month. (For example, the February 2023 report will be due  
13 on or before March 31, 2023). Reports shall contain a breakdown of the gross receipts by the  
14 activity which produced such receipts.

15 (n) **Audit and Inspection of Records.** The CBJ may once per annual term cause an audit  
16 of Vendor's gross revenues to be made by a Certified Public Accountant of the CBJ Finance  
17 Director's selection or a CBJ auditor. If the audit reports that less gross revenues were reported  
18 by the Vendor in a given year period than were actually received, Vendor shall bear the cost of  
19 the audit and remit the amount of the underpayment to the Eaglecrest Ski Area. Otherwise,  
20 the Eaglecrest Ski Area shall bear the cost of the audit. The Eaglecrest Ski Area shall have the  
21 right at all reasonable times during the term of this franchise authorization, upon 10 days  
22 written notice, to inspect, review, and copy, records of Vendor that are necessary to verify  
23 Vendor's compliance with its fee obligations.

24 (o) **Ownership, Maintenance and Removal of Improvements.** All improvements  
25 installed by Vendor are the property of Vendor. Vendor shall keep Vendor's improvements in  
neat, clean, sanitary and safe condition. Vendor must remove improvements on or before the  
date of permit expiration, or within 30 days after permit termination. At any time during the  
term of this franchise authorization, upon Vendor's consent, Eaglecrest Ski Area may purchase  
the improvements or consent to allow improvements to remain on site after expiration or  
termination.

(p) **Taxes and Impositions.** During the term of this franchise authorization, Vendor shall  
pay all CBJ taxes which may be imposed or assessed, including tax on sales and services and  
business personal property. Nothing in the preceding sentence shall affect Vendor's legal rights  
to appeal any tax imposed or assessed on it by CBJ.

(q) **Permit Transfer.** Pursuant to 11 CBJAC 07.030(e), business may only be conducted  
under this franchise authorization by Vendor, Mountain Lift, LLC, and this franchise  
authorization may not be sold, assigned, leased, rented, mortgaged or otherwise transferred  
unless Vendor's entire business interest in Mountain Lift, LLC is transferred to another party.  
The Vendor or the transferee shall submit a written application which shall be approved if

1 application satisfies all of the reasonable requirements applicable to an original application. No  
2 credit will be given to the transferee for any permit payments made to CBJ by the Vendor.

3 (r) **General Operating Requirements.** Pursuant to 11 CBJAC 07.080(b), Vendor is  
4 responsible to the CBJ for their actions and those of agents, employees and customers while  
engaged in franchise authorization activities, and the following operating requirements apply to  
the permit unless otherwise addressed:

- 5 (i) Vendor will keep the permitted area clean at all times and will employ persons who  
meet or exceed food safety handler standards.
- 6 (ii) Signs may be posted in accordance with CBJC 49.45 *et. seq.* and with the Ski Area  
7 Manager's written permission and Board of Director approval, which must not be  
unreasonably withheld.
- 8 (iii) The Vendor must promptly notify the Ski Area Manager of any accident, injury, or  
claim relating to the franchise activity.
- 9 (iv) Vendor shall promptly dispose of all litter found on and near the authorized  
location.
- 10 (v) All vehicles under the control of the Vendor shall be lawfully operated and parked  
11 while the Vendor is engaging in franchise activities. The Vendor is responsible for  
following all parking restrictions and requirements.

12 (s) **Casualty.** Should the authorized location be destroyed or so badly damaged by fire or  
13 other casualty during the initial term or any renewal term of this franchise authorization  
making the premises unusable for the intended purposes, the franchise authorization is  
14 terminated.

15 (t) **Vendor's Confidential Information.** The parties acknowledge that as a result of  
Vendor's operations under this franchise authorization, CBJ may acquire information regarding  
16 Vendor's business that may be protected as confidential under state or CBJ law. Vendor  
acknowledges and understands that the CBJ is subject to the Alaska Public Records Act (AS  
17 40.25.120) and that all documents received, owned or controlled by the CBJ in relation to this  
franchise authorization must be made available for the public to inspect upon request, unless  
18 an exception applies. It is Vendor's sole responsibility to clearly identify any documents Vendor  
believes are exempt from disclosure under the Public Records Act by clearly marking such  
19 documents "Confidential." Should the CBJ receive a request for records under the Public  
Records Act applicable to any document marked "Confidential" by Vendor, the CBJ will notify  
20 Vendor as soon as practicable prior to making any disclosure. Vendor acknowledges it has five  
(5) calendar days after receipt of notice to notify the CBJ of its objection to any disclosure, and  
21 to file any action with any competent court Vendor deems necessary in order to protect its  
22 interests. Should Vendor fail to notify the CBJ of its objection or to file suit, Vendor shall hold  
the CBJ harmless of any damages incurred by Vendor as a result of the CBJ disclosing any of  
23 Vendor's documents in the CBJ's possession. Additionally, Vendor may not promise  
24 confidentiality to any third party on behalf of the CBJ, without first obtaining express written  
approval by the CBJ.

25 (u) **Choice of law, jurisdiction.** The Superior Court for the State of Alaska, First Judicial  
District at Juneau, Alaska shall be the exclusive jurisdiction for any action of any kind and any  
nature arising out of or related to a franchise agreement. Venue for trial in any action shall be

1 in Juneau, Alaska. The laws of the State of Alaska shall govern the rights and obligations of  
2 the parties. Vendor specifically waives any right or opportunity to request a change of venue  
for trial pursuant to A.S. 22.10.040.

3 (v) **Other terms.** The Eaglecrest Ski Area may add additional terms that are in the best  
4 interest of the City and Borough of Juneau.

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

6 Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

7  
8 \_\_\_\_\_  
Beth A. Weldon, Mayor

9 Attest:

10  
11 \_\_\_\_\_  
Elizabeth J. McEwen, Municipal Clerk



Presented by: The Manager  
 Introduced: December 12, 2022  
 Drafted by: Finance

## ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2022-06(b)(Y)

### **An Ordinance Transferring \$60,000 from Eaglecrest's Fleet and Equipment Reserve Account to the Eaglecrest Gondola Capital Improvement Project.**

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

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

**Section 2. Transfer of Appropriation.** It is hereby ordered by the Assembly of the City and Borough of Juneau, Alaska, that \$60,000 be transferred:

From:

Eaglecrest's Fleet/Equipment Reserve Account (\$60,000)

To: CIP

E28-102	Eaglecrest Gondola	\$60,000
---------	--------------------	----------

**Section 3. Source of Funds.**

Fleet/Equipment Reserve Funds	\$60,000
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**Section 4. Effective Date.** This ordinance shall become effective upon adoption.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
 Beth A. Weldon, Mayor

Attest:

\_\_\_\_\_  
 Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager  
Introduced: December 12, 2022  
Drafted by: Finance

## ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2022-06(b)(Z)

### **An Ordinance Appropriating \$250,000 to the Manager for Junk Vehicle Cleanup and Remediation at River Road; Funding Provided by General Funds.**

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

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

**Section 2. Appropriation.** There is appropriated to the Manager the sum of \$250,000 for junk vehicle cleanup and remediation at River Road.

### **Section 3. Source of Funds**

General Funds	\$250,000
---------------	-----------

**Section 4. Effective Date.** This ordinance shall become effective upon adoption.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Beth A. Weldon, Mayor

Attest:

\_\_\_\_\_  
Elizabeth A. McEwen, Municipal Clerk

Presented by: The Manager  
Introduced: December 12, 2022  
Drafted by: Finance

**ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA**

**Serial No. 2022-06(b)(AA)**

**An Ordinance Appropriating \$3,164,401 to the Manager for the Power Upgrades for Electric Buses Capital Improvement Project; Grant Funding Provided by the Alaska Department of Transportation and Public Facilities.**

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

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

**Section 2. Appropriation.** There is appropriated to the Manager the sum of \$3,164,401 as funding for the Power Upgrades for Electric Buses Capital Improvement Project (D71-091).

**Section 3. Source of Funds**

Alaska Department of Transportation and Public Facilities	\$3,164,401
---	-------------

**Section 4. Effective Date.** This ordinance shall become effective upon adoption.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Beth A. Weldon, Mayor

Attest:

\_\_\_\_\_  
Elizabeth A. McEwen, Municipal Clerk

Presented by: The Manager  
Introduced: December 12, 2022  
Drafted by: Finance

## ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2022-06(b)(AB)

**An Ordinance Appropriating \$1,039,438 to the Manager for the School Roof Replacement Capital Improvement Project; Grant Funding Provided by the Alaska Department of Education and Early Development.**

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

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

**Section 2. Appropriation.** There is appropriated to the Manager the sum of \$1,039,438 as funding for the School Roof Replacement Capital Improvement Project (S02-104).

### **Section 3. Source of Funds**

Alaska Department of Education and Early Development	\$1,039,438
--	-------------

**Section 4. Effective Date.** This ordinance shall become effective upon adoption.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Beth A. Weldon, Mayor

Attest:

\_\_\_\_\_  
Elizabeth A. McEwen, Municipal Clerk

Presented by: The Manager  
Introduced: December 12, 2022  
Drafted by: Finance

**ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA**

**Serial No. 2022-06(b)(AC)**

**An Ordinance Appropriating \$119,986 to the Manager for the Valley Transit Center Capital Improvement Project; Grant Funding Provided by the Alaska Department of Transportation and Public Facilities.**

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

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

**Section 2. Appropriation.** There is appropriated to the Manager the sum of \$119,986 as funding for the Valley Transit Center Capital Improvement Project (D71-089).

**Section 3. Source of Funds**

Alaska Department of Transportation and Public Facilities	\$119,986
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**Section 4. Effective Date.** This ordinance shall become effective upon adoption.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Beth A. Weldon, Mayor

Attest:

\_\_\_\_\_  
Elizabeth A. McEwen, Municipal Clerk

Presented by: The Manager  
Presented: 12/12/2022  
Drafted by: R. Palmer III

**RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA**

**Serial No. 3009**

**A Resolution Adopting the 2022 Updates to the City and Borough of  
Juneau Investment Policy.**

WHEREAS, on September 7, 2022, the Assembly Finance Committee reviewed proposed policy updates to the City and Borough of Juneau's Investment Policy; and

WHEREAS, consistent with the Assembly Finance Committee's direction, Ordinance 2022-54 would amend the necessary code provisions to implement proposed investment policy updates; and

WHEREAS, consistent with the Assembly Finance Committee's direction, this resolution presents the proposed investment policy updates for Assembly action; and

NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU, ALASKA:

**Section 1. 2022 Investment Policy.** The attached (Exhibit 1) City and Borough of Juneau Investment Policy dated December 12, 2022, is adopted.

**Section 2. Effective Date.** This resolution shall be effective immediately after its adoption.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Beth A. Weldon, Mayor

Attest:

\_\_\_\_\_  
Elizabeth J. McEwen, Municipal Clerk

City and Borough of Juneau Investment Policy  
December 12, 2022

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I. Scope of Authority

In accordance with the Charter and the Codes of the City and Borough of Juneau (CBJ), authority for collection, custody and disbursement of all moneys from whatever sources is the responsibility of the Finance Director (CBJ 57.05.040). The Finance Director, with the support of the Treasurer, is responsible for the management of the investment portfolio, the funds needed for annual operations and unexpended bond proceeds and the day to day accounting and financial reporting of the Central Treasury functions.

In making investments, the Finance Director and Treasurer shall exercise the judgment and care under the circumstances then prevailing which an institutional investor of ordinary prudence, discretion, and intelligence exercises in the management of investments under the investment objectives of these investment policies and the CBJ codes. (CBJ 57.25.018)

The Finance Director and Treasurer will monitor the performance and activities of external portfolio managers to insure compliance with the then prevailing policy and code restrictions and to insure a net benefit to the CBJ.

II. Scope of Policy

This policy applies to investments specified in CBJ code section 57.25.015. Should bond covenants be more restrictive than this policy, applicable funds shall be invested in full compliance with those restrictions. The Finance Director and Treasurer will identify and communicate to external investment managers any funds affected by bond covenants that are more restrictive than this policy.

III. General Objectives

The investment of the Central Treasury is directed to the objectives of safety, liquidity, return, and sustainability. The Working Capital and Intermediate-Term Portfolio (ITP) will be invested with the objectives of safeguarding principal and providing liquidity, with a commensurate investment return. The Long-Term Portfolio (LTP) will be invested according to a total return philosophy. In combination, the following objectives will be met:

1. **Safety** of the nominal value of assets. Investments shall be undertaken in a manner

## Exhibit 1 – Resolution No. 3009

that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

2. **Liquidity** to meet cash flow needs. The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets to meet unanticipated demands (dynamic liquidity). Alternatively, a portion of the portfolio may be placed in money market mutual funds, ETFs, or local government investment pools which offer same-day liquidity for short-term funds.
3. **Return** on investment that is commensurate with the time horizons of the assets, leading to a higher level of distributable earnings, over a full market cycle. The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall generally be held until maturity with the following as possible exceptions:
  - A security with declining credit may be sold early to minimize the loss of principal.
  - A security swap would improve the quality, yield, or target duration of the portfolio.
  - Liquidity needs of the portfolio require that the security be sold early.
4. **Sustainability**, where each investment decision, when possible and appropriate, considers environmental, social, and governance factors, and is consistent with the principles outlined in CBJ Resolution 2755. Upon authorization by the Assembly Finance Committee, the Finance Director and Treasurer may direct investment decisions to further promote these principles on sustainability, and as the objectives of safety, liquidity, and return permit.

#### IV. Standard of Care

The standard of care to be used by investment officials shall be the "Uniform Prudent Investor Act" standard and shall be applied in the context of managing an overall portfolio. Investment officials acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidation and sale of securities are carried out in accordance with the terms of this policy.

#### Ethics and Conflicts of Interest

Investment officials will recognize that the investment portfolio is subject to public review and evaluation. The overall program will be designed and managed with a degree of professionalism that is worthy of the public trust.

Officers and employees involved in the investment process shall comply with CBJ Code 01.45 Conflict of Interest and shall refrain from personal business activity that may conflict with the proper execution of the investment program, or may impair their ability to make impartial investment decisions. Investment officials shall disclose to the Finance Director any material financial interests in financial institutions that conduct business with CBJ, and they will further disclose any personal financial or investment positions



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that could be related to the performance of CBJ portfolios, particularly with regard to the timing of purchases and sales.

### **Delegation of Authority**

Authority to manage the investment program is granted to the Finance Director and derived from the following: CBJ Code Section 57.05.040. The Finance Director shall act in accordance with this investment policy for the operation of the investment. No person may engage in an investment transaction except as provided under the terms of this policy. The Finance Director shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials and external investment managers.

## **V. External Investment Managers**

### **Selection of an External Investment Manager**

To achieve the investment objectives, the Finance Director may employ external investment managers to invest assets. External managers will be considered for those assignments where they contribute additional expertise and when the additional expense of external management is justified.

External investment managers must meet the following minimum criteria:

1. Be a bank, insurance company, independent investment counselor, SEC registered mutual fund, or investment adviser as defined by the Registered Investment Advisers Act of 1940.
2. Clearly articulate the investment strategy that will be followed, provide historical performance associated with the strategy, and document that the strategy is consistent with the guidelines in this Investment Policy Statement.
3. Provide historical quarterly performance numbers calculated on a time-weighted basis, based on a composite of all fully discretionary accounts of similar investment style, and reported net and gross of fees.
4. Provide detailed information on the history of the firm, key personnel, key clients, fee schedule, and support personnel.
5. Have no past or pending regulatory enforcement, civil or criminal actions or judgments that may reflect negatively upon the firm's professional conduct and ability to perform.
6. Demonstrate the absence of conflict of interest.
7. Offer a competitive fee structure.

### **Duties and Responsibilities of an External Investment Manager**

The following duties and responsibilities shall be included as mandatory terms of all contracts with third party investment managers:

1. Manage the assets under its care, custody and/or control in accordance with the objectives and guidelines set forth herein and also expressed in separate written agreements when deviation is deemed prudent and desirable by the Finance Director.
2. Exercise investment discretion within the objectives and guidelines set forth herein.
3. Provide the following regular reports to the Finance Director and Treasurer. 1) Provide

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monthly reports of the holdings and transactions, and the total return achieved. 2) Provide semi-annual reports that provide additional detail on the investment strategy and outlook, and performance attribution for the prior period. Semi-annual reports must state whether the portfolio is in compliance with the guidelines, and note the steps being taken to correct any failures to comply. Semi-annual reports should be provided within 30 days of quarter end. 3) Provide fiscal year end reports consistent with CBJ's professional standards (GAAP and GASB.)

4. Promptly inform the Finance Director in writing of all significant and/or material matters and changes within the investment management firm pertaining to the investment of Central Treasury assets, including, but not limited to:
  - a. Investment strategy
  - b. Portfolio structure
  - c. Tactical approaches
  - d. Ownership & CBJ account principals
  - d. Financial condition
  - e. Recommendations for guideline changes
  - f. All legal, SEC, and other regulatory agency proceedings relating to the firm's business and/or investment operations, activities or conduct.
5. Utilize the same care, skill, prudence and due diligence under the circumstances then prevailing that experienced, investment professionals acting in a like capacity and fully familiar with such matters would use in like activities for like investment programs with like aims in accordance and compliance with all applicable laws, rules and regulations from local, state, federal and international political entities as it pertains to fiduciary duties and responsibilities.
6. Adopt a brokerage policy that reasonably ensures that all transactions effected for the Central Treasury are subject to the best price and execution.
7. Acknowledge and agree in writing to their fiduciary responsibility to fully comply with the Investment Policy Statement set forth herein, where applicable to the assets being managed and as modified in the future.

## VI. Safe Keeping and Custody

The Finance Director shall enter into agreements with one or more financial institutions to provide custodial safekeeping services for Central Treasury investments and or pledged collateral. All investments purchased, or the required collateral to secure investments purchased, shall be held directly by the Central Treasury, by the third party custodial institution, or insured directly by the Federal Government. Where the holding of the investment directly by the Central Treasury or the third party custodial institution is impractical or impossible, the collateral will be pledged as security for the investment. The exception to this requirement will be investments in the Alaska Municipal League Investment Pool (AMLIP), in mutual funds, or in exchange-traded funds (ETFs). AMLIP investment will be held by a third party institution retained by the Investment Pool's manager and board.

The third party custodial safekeeping agreement shall include statements of authority from the Finance Director, details as to responsibilities of each party, notification of security purchases, sales, delivery, repurchase agreements, wire transfers, safekeeping and transaction costs, procedures in case of wire failures or other unforeseen mishaps and the liability of each party.

All trades where applicable will be executed by delivery vs. payment (DVP). This ensures that securities are deposited in the third party custodial institution simultaneously with the release of funds. Securities held by the third party custodian are evidenced by safekeeping receipts and monthly activity reports.

## **VII. Authorized Investments**

Funds may be invested only in the following instruments:

1. Obligations of, or obligations insured or guaranteed by, the United States or agencies or instrumentalities of the United States;
2. Commercial paper issued by corporations or businesses and rated at least A1/P1 by a nationally recognized statistical rating organization (NRSRO), and collateralized commercial paper with no time limit;
3. Negotiable certificates of deposit issued by rated banks;
4. Repurchase agreements secured by obligations insured or guaranteed by the United States, or agencies or instrumentalities of the United States;
5. Bank obligations insured by the appropriate federal insurance agency, including non negotiable certificates of deposit secured as provided in Section 57.25.030;
6. Custodial money market and other mutual funds so long as the nature of the fund is generally consistent with all other provisions of this section of the code;
7. U.S. dollar denominated corporate bonds and rated investment grade or higher by a NRSRO at the time of purchase;
8. Mortgage-backed securities and collateralized mortgage obligations (CMOs) issued and insured or guaranteed by the United States or agencies or instrumentalities of the United States;
9. Asset-backed securities that are publicly traded and rated AAA by a NRSRO at the time of purchase;
10. Domestic Fixed Income Mutual Fund or ETF: Securities issued in the United States matching security types, quality and maturity ranges contained in the Bloomberg Barclays Aggregate Index;
11. Domestic Equity Mutual Fund or ETF: Common and preferred stock issued by companies domiciled in the United States, and traded on a domestic stock exchange, or traded through the National Association of Securities Dealers Automated Quotation (NASDAQ) system;
12. International Equity Mutual Fund or ETF: Common and preferred stock issued by companies domiciled outside the United States, primarily in developed countries, as defined by the Financial Times Stock Exchange;
13. Loans to specified funds of the City and Borough for the purpose of capital acquisition, made as provided in Section 57.05.045;
14. An investment pool for public entities authorized by AS 37.23;
15. Taxable and or tax exempt municipal debt rated AA- or better by at least one NRSRO;
16. Debt issued by supranational agencies rated AAA by at least one NRSRO;
17. Other investment types or asset classes as provided in this Investment Policy and consistent with all other provisions of the CBJ code.

## **VIII. Investment Parameters**

The following general guidelines apply to all portfolios. Any mutual funds or other commingled vehicles utilized will be reviewed to determine that their governing instruments are substantially consistent with the following guidelines.

### **A. General Guidelines**

- All guidelines are considered at the time of purchase. The sale of a security is not automatically required due to a subsequent change in circumstance.
- Holdings of individual securities shall be large enough for easy liquidation.
- Each portfolio will be diversified with regard to specific issuer, industry, and economic sector, in order to reduce risk. The LTP will be further diversified by type of security (fixed income and equity).
- Securities may be sold at a loss from any portfolio, if such an action is deemed to be consistent with the overall portfolio investment objectives.
- Commingled investment vehicles, such as mutual funds and ETFs, are permissible if the fund is managed in a manner consistent with this policy.

## B. Analysis of Cash Flow to Determine Investable Funds

The cash flow forecast will be updated at least annually and reviewed monthly to determine funds available for investment. Investable funds are determined by analyzing known and projected cash sources and uses of funds for the next month. Sources analyzed include major projected receipts of property tax, sales tax, state grants, and future investment maturities. Uses of cash analyzed include current and projected accounts payable, payroll and payroll taxes, capital project outlays, debt service coverage, and other payments expected to exceed \$100,000. Projected inflows and outflows are included for City and Borough general accounts, Bartlett Regional Hospital, and the Juneau School District.

Because a review of the cash flows and daily balances of the Central Treasury has revealed that a portion of the assets remain in the Central Treasury for periods of time significantly longer than one year, the Central Treasury may prudently invest a portion of its assets in longer-term securities. Assets will be added to the appropriate Portfolio based on duration/average maturity and liquidity, as outlined below.

## C. CBJ Portfolios

- *Working Capital Portfolio* The Working Capital Portfolio shall be the portion of the total investment portfolio that is managed for short-term liquidity, typically with an average maturity of 1 to 270 days. The funds in this portfolio are generally expected to be used within a 12-month period. The Working Capital Portfolio is intended to provide same-day liquidity for immediate cash needs. In addition to providing liquidity, the objective of the Working Capital Portfolio is to preserve principal and generate current income by investing in high-quality, short-term instruments as defined in the “Authorized Investments” section of this policy and code 57.25.020.  
**Current Benchmark:** *Bloomberg Barclays 1-3 Month US Treasury Bill Index or other comparable index available*
- *Intermediate-Term Portfolio (ITP)* The Intermediate-Term Portfolio shall have an average maturity of less than five years. Funds in this portfolio are intended for cash flow needs projected in the next 1- 5 years.  
**Current Benchmark:** *Barclays U.S. Government/Credit 1-5 Year Index or other comparable index available*
- *Long-Term Portfolio (LTP)* This portfolio has a long-term investment horizon and will include long- term CBJ funds and other endowments. To create real growth (inflation proof) and provide for annual spending needs, the LTP assets shall be invested in equity, as well as fixed income securities. Both domestic and international equity

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securities are permissible and appropriate to consider. The Finance Director may select commingled funds, registered mutual funds, or ETFs. **Current Benchmark by Asset Class:**

- Domestic Equity: *S&P 500 Index or other comparable index available*
- International Equity: *FTSE Developed All Cap ex US Index or other comparable index available*
- Domestic Fixed Income: *Bloomberg Barclays US Aggregate Float Adjusted Index or other comparable index available*

#### D. Intermediate-Term Portfolio Management

##### 1. Average Maturity/Duration

The average maturity of the ITP shall not exceed five years, and the duration shall be +/- 10% of the chosen benchmark.

##### 2. Quality

All fixed income securities held in the segment shall be comparable to those held in the respective benchmark used and have an “investment grade” rating or better by a NRSRO. Securities with any rating below investment grade at the time of purchase are not permitted. Asset-backed securities with any rating below AAA at the time of purchase are not permitted.

##### 3. Diversification

It is the policy of CBJ to diversify its investment portfolios. To eliminate risk of loss resulting from the overconcentration of assets in a specific maturity, issuer, or class of securities, all investment assets shall be diversified by maturity, issuer, and security type. Diversification strategies shall be determined and revised periodically by the Finance Director.

The exposure to any one issuer shall not exceed 3 percent of the market value of the portfolio, with the exception of: US Treasury or US agency securities, the AMLIP, or collateralized bank deposits.

##### 4. Sector Allocations

- Corporate securities shall constitute no more than 40% of the market value of the portfolio; furthermore, corporate securities rated ‘BBB’ by any NRSRO shall constitute no more than 10% of portfolio holdings.
- Mortgage-backed securities, including CMOs shall constitute no more than 20% of the market value of the portfolio. The aggregate total of mortgage-backed and asset-backed securities should not exceed 25% of the market value of the portfolio.
- Certificates of deposit shall not exceed 20% of the market value of the portfolio.
- US agency securities shall not exceed 40% of the market value of the portfolio. In addition, callable agency securities are limited to 20% of the market value of the portfolio.
- Municipal securities shall not exceed 10% of the market value of the portfolio.
- Supranational securities shall not exceed 10% of the market value of the portfolio.
- US Treasury Securities may comprise up to 100% of the portfolio.

5. Repurchase Agreements

The Central Treasury may invest in repurchase agreements per the requirements set forth in the CBJ 57.25.020(6). The Central Treasury will have an executed Master Repurchase Agreement on file for each firm conducting repurchase agreements with the Central Treasury prior to entering into repurchase agreements. The use of repurchase agreements will be consistent with GFOA "Recommended Practices on Repurchase Agreements". All repurchase agreements will be collateralized at a minimum of 102% of market value of principal and interest.

6. Prohibitions

- Short-selling, derivative transactions (Agency CMOs are permitted) and any leveraging transaction other than the reinvestment of expected cash flows.
- Interest-Only (IO), Principal-Only (PO) and residual tranche CMOs.

E. Portfolio Management for the Long Term Portfolio (LTP)

1. Eligible Securities

a. Domestic Equity

The domestic equity allocation will be invested in an indexed mutual fund or ETF managed to the S&P 500 Index. All stocks in the benchmark are permissible investments. Cash should be kept to a minimum.

b. International Equity

The international equity allocation will be invested in an indexed mutual fund, managed to the *FTSE Developed All Cap ex US Index*. All stocks in the benchmark are permissible investments. Cash should be kept to a minimum.

c. Domestic Fixed Income

The objective of this investment is to gain exposure to US investment-grade bonds, including both corporate and government bonds of all maturities. The domestic fixed income allocation will be invested in an index mutual fund or ETF, managed to the Bloomberg Barclays US Aggregate Float Adjusted Index.

2. Asset Allocation

The strategic asset allocation of the Long portfolio shall be:

Broad Domestic Equity	30% ± 4%
International Equity	19% ± 3%
Domestic Fixed	51% ± 7%

The strategic asset allocation is expected to produce a median real return of 3.5% plus the annual

rate of inflation annualized over a 5-year period.

### 3. *Portfolio Rebalancing*

The current asset allocation of the Funds will deviate from the strategic asset allocation target due to differences in market returns between the stock and bond markets. The current allocation will be evaluated quarterly and a rebalancing program will be initiated when the current allocation is no longer within the target range. Contributions or withdrawals will be directed in a manner that moves the current allocation closer to the strategic allocation. Rebalancing will be done at minimum, once each year to bring assets closer to their desired levels. Rebalancing may also take place quarterly and when funds are withdrawn.

### 4. *Use of Commingled Funds*

The Finance Director shall evaluate the use of commingled funds for the LTP. Commingled funds include registered mutual funds, unregistered institutional trusts and ETFs. Commingled funds will be considered when the total costs are lower than for a separately managed account.

When using commingled funds, the Finance Director shall review the prospectus and other written material about the fund to ensure that the management is consistent with the guidelines set forth in this policy.

### 5. *Total Investments*

It is expected that the long portfolio will consist of endowment funds and some long-term CBJ funds. Total CBJ funds invested are not to exceed \$5 million plus appreciation.

## **IX. Performance Reporting**

The Finance Department will prepare, on a calendar quarter basis, financial reports which will be posted to the CBJ website.

On a quarterly basis, the Finance Director will review:

- The investment manager's adherence to the security and portfolio guidelines and the duties and responsibilities of money managers;
- Material changes in the investment manager's organization, investment philosophy and/or personnel; and,
- Comparisons of the investment manager's results to appropriate benchmarks.
- The return on the total LTP shall be compared to a composite benchmark consisting of each benchmark applied by the portfolio investment allocation.

## **X. Internal CBJ Investment Transactions**

### **A. Authorized Financial Dealers and Institutions**

A list of five approved security broker/dealers will be maintained for transactions initiated by authorized CBJ staff. To be selected as a security broker/dealer the firm must be a primary dealer (as provided by the Federal Reserve Bank of New York) or have at minimum capital of \$10,000,000 and in operation for at least the past five consecutive years.

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All broker/dealers who are not primary dealers who desire to become qualified bidders for investment transactions must supply the following as appropriate.

- Audited financial statements
- Proof of National Association of Securities Dealers (NASD) certification
- Proof of Alaska state registration
- Completed City and Borough of Juneau broker/dealer application form

Primary dealers will only be required to submit the completed City and Borough of Juneau broker/dealer application form.

A review of the financial condition and registration of the qualified bidders listing will be conducted by the Finance Director annually. The Finance Director may require additional information to confirm the financial ability of any firm wishing to do business with CBJ as a broker/dealer. Financial compliance files will be maintained by the Finance Department on all approved broker/dealers.

In addition to direct broker/dealer transactions, the internally managed segment may utilize one or more web- based sites for transactions. Since these sites provide direct transactions with selling brokers, dealers and other institutional traders, care will be taken to insure that there is sufficient transactional security provided by the site and that transaction fees are competitive.

The City and Borough of Juneau may utilize the services of an external investment advisor and may rely on the advisor's list of broker/dealers. The Advisor's list shall be provided to the City on an annual basis or when updated.

## **B. Investment Placement and Internal Control**

The following tasks outline the required procedures necessary to properly determine and place appropriate Central Treasury Investments.

### *Selection of Investment Vehicle*

After determining investable funds the investment analysis will include a review of interest rate trends, the yield curve analysis, existing portfolio mix and alternative investment instruments. Once the approximate maturity date range and investment vehicle are selected, bids will be solicited from authorized brokers.

### *Competitive Pricing on Investment Purchases*

Competitive pricing shall be obtained on all purchases. For new issue securities, Treasury may contact one broker for this purchase. Care will be exercised to ensure that purchases are made from multiple brokers and no one broker is favored. For investment purchases of up to three million ( $\leq \$3,000,000$ ), three quotes will be solicited or use of independent financial pricing sources will be made to ensure that "best" execution has been obtained. For investment purchases in excess of three million ( $> \$3,000,000$ ), five quotes will be solicited. It is anticipated that no single purchase will exceed four million ( $> \$4,000,000$ ).

When Treasury solicits bids for a block dollar amount containing multiple trades, a minimum of five brokers will be solicited. Bids will be solicited on a systematic rotation method that will, over time, offer reasonable opportunities for bidding to all persons on the qualified active brokers list.

All investment purchases (except AMLIP, repurchase agreements or investments secured by the federal government (i.e.: FDIC or NCUA)) will be made on a delivery vs. payment basis (DVP). Brokers not responding to a bid solicitation within 15 minutes or other specified time period will be considered non-responsive.



*Investment Transaction Authority*

The following are authorized to execute investment transactions for the CBJ: The Finance Director and Treasurer.

*Investment Purchase*

When an investment is purchased, an investment transaction file will be created. The file will include all pertinent information regarding the investment purchased, including any bid information, trade ticket, trade confirmation and any documentation received from the broker. Each investment will be entered into an investment system database for monitoring and reporting. Each investment transaction file will be maintained and retained per CBJ's retention schedule.

The custodian shall be notified of the transaction details in a timely manner, either the day prior for regular settlement and two days prior for longer settlements. Notification will be made by fax or other secure electronic means. The custodial bank handles the receipt of the security and the delivery of payment as agreed to in the custodial services contract.

*Wire and ACH Transfers - Outgoing*

Wire transfers require a written authorization confirming the transfer sent via fax or through a secure electronic bank transfer method.

The following people are authorized to approve outgoing wire and ACH transfers: Finance Director, Treasurer and Deputy Treasurer.

**XI. Policy Considerations**

**A. Accounting for Investments**

*General Provisions*

Investments are recorded at historical cost at time of purchase. Investments are marked to market and recorded monthly. Accrued interest receivable is calculated and recorded monthly.

*Central Treasury*

CBJ uses a Central Treasury concept to account for investments for all CBJ funds and its component unit, the Juneau School District.

*Investment Schedules & Reconciliation*

Schedules that provide detail investment support by investment will be maintained for the general Central Treasury portfolio and for all invested funds having specific investment earnings restrictions (arbitrage restrictions). All investment schedules will be updated and balanced to the general ledger and custodial statements monthly by the Treasury Division. These reports will be made available to the Finance Director on request.

*Year-End Disclosures*

Year-end disclosures included in the CBJ Comprehensive Annual Financial Report (CAFR) will include investments allowed under CBJ Ordinances, investment carrying amount, risk category (according to current accounting requirements) and market value, as of June 30.

**B. Interest Allocation of Central Treasury Earnings**

The CBJ Treasurer's office shall record all interest earnings from the general investment portfolio in the general fund as the transactions occur. Interest income will be allocated at least annually. The following operating funds will be allocated interest income based on their cash positions, average monthly cash balance, and the associated general portfolio monthly yield:

- Forfeited assets, required by federal regulations

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- Enterprise funds
- School district agency fund
- LID's with external debt
- Grants, as required by state or federal law
- Bond proceeds used for capital projects
- Agency Funds

For IRS arbitrage reporting purposes, bond proceeds may be segregated and kept in a separate restricted investment portfolio. For each separate restricted investment portfolio the interest allocation will be the actual earnings from the investments in the applicable restricted portfolio.

## **XII. Approval of Investment Policy**

The Finance Director can call for a review and update of the CBJ Investment Policy as needed. Changes to the Investment Policy are subject to City Manager authorization. The City Manager shall bring material policy changes to the Assembly Finance Committee for review and to the Assembly for approval (57.25.015(2)).

Effective Date: This policy will take effect on date policy is signed.

Dated at Juneau, Alaska, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Duncan Rorie Watt  
City and Borough Manager

Presented by: The Manager  
Presented: 12/12/2022  
Drafted by: R. Palmer III

**RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA**

**Serial No. 3010**

**A Resolution Seeking Membership in the AARP Network of Age-Friendly States and Communities.**

WHEREAS, the health and safety of residents of all ages is of the highest concern to the citizens of Juneau, Alaska; and

WHEREAS, as the population in the United States ages and people stay healthy and active longer, communities must adapt; and

WHEREAS, Juneau's population that is 60 and older has consistently and rapidly grown for over 20 years and is expected to grow another 9% over the next ten years; and

WHEREAS, in 2020, 14.7% of Juneauites' income came from retirement and Social Security. These two categories were only 11.7% of Juneauites' income in 2010; and

WHEREAS, members of the AARP Network of Age-Friendly States and Communities become part of a global network of states and communities that are committed to giving their older residents the opportunity to live rewarding, productive, and safe lives; and

WHEREAS, membership in the AARP Network of Age-Friendly States and Communities includes access to financial assistance and technical expertise.

NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU, ALASKA:

**Section 1.** That in order to ensure that Juneau is a well-designed livable community that promotes health and sustained economic growth for residents of all ages, the City and Borough of Juneau supports the planning process for and requests participation in the AARP Network of Age-Friendly States and Communities.

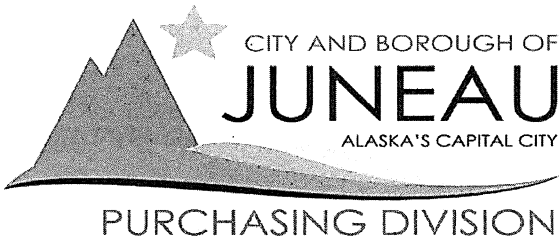
**Section 2. Effective Date.** This resolution shall be effective immediately after its adoption.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Beth A. Weldon, Mayor

Attest:

\_\_\_\_\_  
Elizabeth J. McEwen, Municipal Clerk



Finance Department, Purchasing Division  
Address: 155 Municipal Way, Juneau, AK 99801  
Phone: 907-586-5215 X 4, Fax: 907-586-4561

Date: 11/28/2022

Subject: **POSTING NOTICE OF SUCCESSFUL BIDDER for RFB No. 23-009**  
**Term Contract for Airport Runway Painting**

To: Respondents to Subject Bid

This memo is to post a notice of the results of the bid opening on 11/28/2022 for the subject project. The bidders and their total bids are as follows:

<u>Bidder</u>	<u>Total Bid</u>
Specialized Pavement Marking, LLC	\$224,839.53
*Northwest Contracting	\$280,067.85
*Jolt Construction & Traffic Maintenance, Inc.	\$400,748.25

\*Note – All amounts were read into the record, however due to missing documentation, Northwest Contracting and Jolt Construction are deemed non-responsive.

The apparent low bidder is Specialized Pavement Marking, LLC. Recommendation to award the Total Bid in the amount of \$224,839.53 will be forwarded to the CBJ Assembly for approval at the regular Assembly Meeting on December 12, 2022.

Notification will be sent to the low bidder after assembly approval.

The CBJ appreciates your interest in this project.

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", available online

[https://library.municode.com/ak/juneau/codes/code\\_of\\_ordinances?nodeId=TIT53PRACDI\\_PTIIOTPR\\_CH53.50PUSUSE\\_53.50.062PR](https://library.municode.com/ak/juneau/codes/code_of_ordinances?nodeId=TIT53PRACDI_PTIIOTPR_CH53.50PUSUSE_53.50.062PR) or from the CBJ Purchasing Division at (907) 586-5215 X 4.

Shelly Klawonn, Senior Buyer  
CBJ Purchasing Division

cc: John Coleman, JNU Airport Business Manager

Presented by: The Manager  
 Introduced: December 12, 2022  
 Drafted by: Finance

# TRANSFER REQUEST FOR THE CITY AND BOROUGH OF JUNEAU, ALASKA

## SERIAL NUMBER T-1046

It is hereby ordered by the Assembly of the City and Borough of Juneau, Alaska, that \$161,608 be transferred:

From: CIP

D28-101	Eaglecrest Deferred Maintenance	(\$ 161,608)
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To: CIP

E28-102	Eaglecrest Gondola	\$ 161,608
---------	--------------------	------------

The \$161,608 consists of:

General Sales Tax	\$ 161,608
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Moved and Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
D. Rorie Watt, City Manager

Attest:

\_\_\_\_\_  
Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager  
 Introduced: December 12, 2022  
 Drafted by: Finance

# TRANSFER REQUEST FOR THE CITY AND BOROUGH OF JUNEAU, ALASKA

## SERIAL NUMBER T-1047

It is hereby ordered by the Assembly of the City and Borough of Juneau, Alaska, that \$1,039,438 be transferred:

From: CIP

S02-104	School Roof Replacement	(\$ 1,039,438)
---------	-------------------------	----------------

To: CIP

S02-105	JSD Deferred Maintenance	\$ 1,039,438
---------	--------------------------	--------------

The \$1,039,438 consists of:

General Funds	\$ 1,039,438
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Moved and Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
 D. Rorie Watt, City Manager

Attest:

\_\_\_\_\_  
 Elizabeth J. McEwen, Municipal Clerk



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

**Department of Commerce, Community,  
and Economic Development**  
ALCOHOL & MARIJUANA CONTROL OFFICE  
550 West 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
Main: 907.269.0350

October 21, 2022

City & Borough of Juneau  
Via Email: [beth.mcewen@juneau.org](mailto:beth.mcewen@juneau.org); [city.clerk@juneau.org](mailto:city.clerk@juneau.org); [di.cathcart@juneau.org](mailto:di.cathcart@juneau.org)

**Re: Notice of 2023/2024 Liquor License Renewal Application**

<b>License Type:</b>	Beverage Dispensary	<b>License Number:</b>	674
<b>Licensee:</b>	MSE LLC		
<b>Doing Business As:</b>	Lucky Lady		

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

A handwritten signature in cursive script that reads "Joan M. Wilson".

Joan Wilson, Director  
[amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov)





November 2, 2022

City & Borough of Juneau  
Via Email: [beth.mcewen@juneau.org](mailto:beth.mcewen@juneau.org); [city.clerk@juneau.org](mailto:city.clerk@juneau.org); [di.cathcart@juneau.org](mailto:di.cathcart@juneau.org)

**Re: Notice of 2023/2024 Liquor License Renewal Application**

<b>License Type:</b>	Package Store	<b>License Number:</b>	3352
<b>Licensee:</b>	Costco Wholesale Corporation		
<b>Doing Business As:</b>	Costco Wholesale #107		

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

Joan Wilson, Director  
[amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov)



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

**Department of Commerce, Community,  
and Economic Development**  
ALCOHOL & MARIJUANA CONTROL OFFICE  
550 West 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
Main: 907.269.0350

October 24, 2022

City & Borough of Juneau  
Via Email: [beth.mcewen@juneau.org](mailto:beth.mcewen@juneau.org); [city.clerk@juneau.org](mailto:city.clerk@juneau.org); [di.cathcart@juneau.org](mailto:di.cathcart@juneau.org)

**Re: Notice of 2023/2024 Liquor License Renewal Application**

<b>License Type:</b>	Brewery	<b>License Number:</b>	5517
<b>Licensee:</b>	Devil's Club Brewing LLC		
<b>Doing Business As:</b>	Devil's Club Brewing Company		

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

A handwritten signature in cursive script that reads "Joan M. Wilson".

Joan Wilson, Director  
[amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov)



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

**Department of Commerce, Community,  
and Economic Development**  
ALCOHOL & MARIJUANA CONTROL OFFICE  
550 West 7<sup>th</sup> Avenue, Suite 1600  
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Main: 907.269.0350

October 24, 2022

City & Borough of Juneau  
Via Email: [beth.mcewen@juneau.org](mailto:beth.mcewen@juneau.org); [city.clerk@juneau.org](mailto:city.clerk@juneau.org); [di.cathcart@juneau.org](mailto:di.cathcart@juneau.org)

**Re: Notice of 2023/2024 Liquor License Renewal Application**

<b>License Type:</b>	Winery	<b>License Number:</b>	5801
<b>Licensee:</b>	Devil's Club Brewing LLC		
<b>Doing Business As:</b>	Devil's Club Brewing Company		

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

A handwritten signature in cursive script that reads "Joan M. Wilson".

Joan Wilson, Director  
[amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov)



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,  
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE  
550 West 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
Main: 907.269.0350

November 7, 2022

City & Borough of Juneau

Via Email: [beth.mcewen@juneau.org](mailto:beth.mcewen@juneau.org); [city.clerk@juneau.org](mailto:city.clerk@juneau.org); [di.cathcart@juneau.org](mailto:di.cathcart@juneau.org)

**Re: Notice of 2023/2024 Liquor License Renewal Application**

<b>License Type:</b>	Brewery	<b>License Number:</b>	5729
<b>Licensee:</b>	Forbidden Peak Brewery LLC		
<b>Doing Business As:</b>	Forbidden Peak Brewery LLC		

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

A handwritten signature in cursive script that reads "Joan M. Wilson".

Joan Wilson, Director  
[amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov)



Department of Commerce, Community,  
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE  
550 West 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
Main: 907.269.0350

October 24, 2022

From: [marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov) ; [amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov)

Licensee: North Star Gardens, Inc.  
DBA: NORTH STAR GARDENS  
VIA email: [jamie@thundercloud9.buzz](mailto:jamie@thundercloud9.buzz)  
CC: n/a  
Local Government: Juneau (City and Borough of)  
Via Email: [mcb\\_notice@juneau.org](mailto:mcb_notice@juneau.org)  
Community Council: n/a  
Via Email: n/a  
CC: n/a

BCC: [amco.admin@alaska.gov](mailto:amco.admin@alaska.gov)

Re: Standard Marijuana Cultivation Facility #15245 Combined Renewal Notice

License Number:	#15245
License Type:	Standard Marijuana Cultivation Facility
Licensee:	North Star Gardens, Inc.
Doing Business As:	NORTH STAR GARDENS
Physical Address:	5310 COMMERCIAL BLVD 2A Juneau, AK 99801
Designated Licensee:	Jamie Letterman
Phone Number:	907-723-7234
Email Address:	<a href="mailto:jamie@thundercloud9.buzz">jamie@thundercloud9.buzz</a>

☒ License Renewal Application      ☐ Endorsement Renewal Application

**Dear Licensee:**

After reviewing your renewal document corrections, AMCO staff has deemed the application complete for the purposes of 3 AAC 306.035(c).

Your application will now be sent electronically, in its entirety, to your local government, your community council (if your proposed premises is in Anchorage or certain locations in the Mat-Su Borough), and to any

non-profit agencies who have requested notification of applications. The local government has 60 days to protest your application per 3 AAC 306.060.

At the May 15, 2017 Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications. However, the board is required to consider this application independently if you have been issued any notices of violation for this license, if your local government protests this application, or if a public objection to this application is received within 30 days of this notice under 3 AAC 306.065.

If AMCO staff determines that your application requires independent board consideration for any reason, you will be sent an email notification regarding your mandatory board appearance. Upon final approval, your 2022/2023 license will be provided to you during your annual inspection. If our office determines that an inspection is not necessary, the license will be mailed to you at the mailing address on file for your establishment.

Please feel free to contact us through the [marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov) email address if you have any questions.

### **Dear Local Government:**

AMCO has received a complete renewal application and/or endorsement renewal application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.035(c)(2). Application documents will be sent to you separately via ZendTo.

To protest the approval of this application pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant.

3 AAC 306.060 states that the board will uphold a local government protest and deny an application for a marijuana establishment license unless the board finds that a protest by a local government is arbitrary, capricious, and unreasonable. If the protest is a “conditional protest” as defined in 3 AAC 306.060(d)(2) and the application otherwise meets all the criteria set forth by the regulations, the Marijuana Control Board may approve the license renewal, but require the applicant to show to the board’s satisfaction that the requirements of the local government have been met before the director issues the license.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email [amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov).

### **Dear Community Council (Municipality of Anchorage and Mat-Su Borough only)**

AMCO has received a complete renewal application for the above listed license within your jurisdiction. This notice is required under 3 AAC 306.035(c)(2). Application documents will be sent to you separately via ZendTo.

To object to the approval of this application pursuant to 3 AAC 306.065, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the objection within 30 days of the date of this notice. We recommend that you contact the local government with jurisdiction over the proposed premises to share objections you may have about the application.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application independently. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email [marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov).

Sincerely,

A handwritten signature in blue ink that reads "Joan M. Wilson". The signature is fluid and cursive, with the first name "Joan" being the most prominent.

Joan M. Wilson, Director  
907-269-0350





Department of Commerce, Community,  
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE  
550 West 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
Main: 907.269.0350

October 24, 2022

From: [marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov) ; [amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov)

Licensee: **Borealis Mountain, Inc.**  
DBA: THUNDER CLOUD 9  
VIA email: [jamie@thundercloud9.buzz](mailto:jamie@thundercloud9.buzz)  
CC: n/a  
Local Government: Juneau (City and Borough of)  
Via Email: [mcb\\_notice@juneau.org](mailto:mcb_notice@juneau.org)  
Community Council: n/a  
Via Email: n/a  
CC: n/a

BCC: [amco.admin@alaska.gov](mailto:amco.admin@alaska.gov)

Re: Retail Marijuana Store #15246 Combined Renewal Notice

License Number:	#15246
License Type:	Retail Marijuana Store
Licensee:	Borealis Mountain, Inc.
Doing Business As:	THUNDER CLOUD 9
Physical Address:	5310 COMMERCIAL BLVD 2B Juneau, AK 99801
Designated Licensee:	Jamie Letterman
Phone Number:	907-723-7234
Email Address:	<a href="mailto:jamie@thundercloud9.buzz">jamie@thundercloud9.buzz</a>

☒ License Renewal Application      ☐ Endorsement Renewal Application

**Dear Licensee:**

After reviewing your renewal document corrections, AMCO staff has deemed the application complete for the purposes of 3 AAC 306.035(c).

Your application will now be sent electronically, in its entirety, to your local government, your community council (if your proposed premises is in Anchorage or certain locations in the Mat-Su Borough), and to any



non-profit agencies who have requested notification of applications. The local government has 60 days to protest your application per 3 AAC 306.060.

At the May 15, 2017 Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications. However, the board is required to consider this application independently if you have been issued any notices of violation for this license, if your local government protests this application, or if a public objection to this application is received within 30 days of this notice under 3 AAC 306.065.

If AMCO staff determines that your application requires independent board consideration for any reason, you will be sent an email notification regarding your mandatory board appearance. Upon final approval, your 2022/2023 license will be provided to you during your annual inspection. If our office determines that an inspection is not necessary, the license will be mailed to you at the mailing address on file for your establishment.

Please feel free to contact us through the [marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov) email address if you have any questions.

### **Dear Local Government:**

AMCO has received a complete renewal application and/or endorsement renewal application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.035(c)(2). Application documents will be sent to you separately via ZendTo.

To protest the approval of this application pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant.

3 AAC 306.060 states that the board will uphold a local government protest and deny an application for a marijuana establishment license unless the board finds that a protest by a local government is arbitrary, capricious, and unreasonable. If the protest is a “conditional protest” as defined in 3 AAC 306.060(d)(2) and the application otherwise meets all the criteria set forth by the regulations, the Marijuana Control Board may approve the license renewal, but require the applicant to show to the board’s satisfaction that the requirements of the local government have been met before the director issues the license.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email [amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov).

### **Dear Community Council (Municipality of Anchorage and Mat-Su Borough only)**

AMCO has received a complete renewal application for the above listed license within your jurisdiction. This notice is required under 3 AAC 306.035(c)(2). Application documents will be sent to you separately via ZendTo.

To object to the approval of this application pursuant to 3 AAC 306.065, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the objection within 30 days of the date of this notice. We recommend that you contact the local government with jurisdiction over the proposed premises to share objections you may have about the application.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application independently. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email [marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov).

Sincerely,

A handwritten signature in blue ink that reads "Joan M. Wilson". The signature is fluid and cursive, with the first letters of each name being capitalized and prominent.

Joan M. Wilson, Director  
907-269-0350

Presented by: The Manager  
Introduced: November 21, 2022  
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2022-06(b)(V)

An Ordinance Transferring \$200,000 from CIP W75-061 Douglas Highway Water - David to I St. to CIP R72-141 Hospital Drive Improvements.

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

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

**Section 2. Transfer of Appropriation.** It is hereby ordered by the Assembly of the City and Borough of Juneau, Alaska, that 200,000 be transferred:

From: CIP

W75-061	Douglas Hwy Water – David to I St.	(\$ 200,000)
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To: CIP

R72-141	Hospital Drive Improvements	\$ 200,000
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**Section 3. Source of Funds.**

Water Funds	\$ 200,000
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**Section 4. Effective Date.** This ordinance shall become effective upon adoption.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Beth A. Weldon, Mayor

Attest:

\_\_\_\_\_  
Elizabeth J. McEwen, Municipal Clerk

DATE: 10/5/2022  
TO: Deputy Mayor Gladziszewski, Assembly Committee of the Whole  
FROM: Adam Gottschalk, Assistant Municipal Attorney  
SUBJECT: Ord. 2022-21: Board of Equalization Rules

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The 2021 Board of Equalization process was frustrating for all involved—property owners, the Board of Equalization members, and the Assessor’s staff. While the bulk of the frustrations likely originate from opinions of property value, there are many changes to CBJ code that can alleviate some procedural frustrations.

### ***Procedural Background***

On September 20, 2022, the five remaining members of the Board of Equalization (“Board”) reviewed Ordinance 2022-21. The Board recommended the proposed ordinance with several minor grammatical changes and two substantive changes, which increased appellants’ opportunities to be heard. On September 26, 2022, the Assembly Committee of the Whole discussed the ordinance and requested it stay in committee.

### ***Substantive Background***

The proposed changes in Ord. 2022-21 affect *process*. Notably, tax payers’ burdens and the assessor’s discretion derive from state law. *E.g.*, AS 29.45.210(b) (tax payer burden); AS 29.45.110(a) (full and true value). Many of the proposed changes in Ord. 2022-21 have already been tested and are in place through the Board’s adopted rules of procedure, which have been included in the materials distributed prior to every Board hearing. Through codification, every appellant and potential appellant (i.e., property owner), and any other interested person, will have ready access to these rules of procedure. One goal of codifying these rules is to demystify the tax appeal process.

Beyond providing more notice of and further clarifying the tax appeal process, the proposed changes should also increase the efficiency of the Board. This is accomplished by creating a prehearing structure between appellants and the assessor. This structure will curtail eleventh-hour document submissions—absent good cause—that tend to trigger confusion and delays during hearings and often result in appeals being remanded back to the assessor for more consideration (and then coming back before the Board). This structure will also result in appeals being “hearing ready” sooner and providing a heads up to the Board so that potential conflicts of interest can be spotted and addressed in advance.

***Short explanations for changes in Proposed Ordinance 2022-21 vCOW are provided below:***

The following proposed amendments were modeled off of authorizing language in state law (*i.e.* A.S. 29.45.200(b)) and off of the Anchorage Board of Equalization rules (*i.e.* AMC 12.05.053).

Section 2, CBJC 15.05.041. This proposed change renders the superior court—rather than the assembly—the proper body to hear appeals from assessor determinations regarding property exemptions.

Section 3, CBJC 15.05.140. This proposed change removes an unexercised board oversight function regarding the assessment process and assessment.

Section 4, CBJC 15.05.150.

(a) This proposed change increases clarity by removing unnecessary language. The categories of error can be found at CBJC 15.05.180, which is not included in Ord. 2022-21.

(b) This proposed change is a relocation of CBJC 15.05.160(a) and reflects the notice of appeal is sent to the assessor rather than to the board.

(c) This proposed change provides a process for taxpayers to advocate before the board regarding late-filed appeals. The code currently does not describe this process, so the board has long operated on a case-by-case basis with guidance from a 2013 memo by former city attorney, John Hartle. In the review process on September 20, 2022, the Board added a five-minute oral argument component for this issue. The proposed changes will provide more guidance and process to late-filing taxpayers than current code and board procedure.

(1) This proposed change provides a definition for “unable to comply,” which is currently found in the same above-mentioned 2013 memo and is consistent with the code and long-standing application (e.g., CBJC 15.05.160(a); CBJC 69.10.020(1)(C)).

Section 5, CBJC 15.05.160.

(a) Under the proposed changes, this section will be relocated to CBJC 15.05.150(b).

(b) Under the proposed changes, this section will be relocated to CBJC 15.05.150(b) and (c) and is partially obviated by these as the notice will solely be sent to the assessor.

Section 6, CBJC 15.05.170. Under the proposed changes, this section will be relocated to CBJC 15.05.190(a).

Section 7, CBJC 15.05.185.

(a)

(1) This proposed change clarifies that quorum for the board shall be five members. Further, the proposed change removes the concept of fixed three-member panels, a concept that is impractical (it is easier to have *any* three members available on a set date than *an exact* three members) and does not work when the board has five, seven, or eight members (rendering one or two members “leftover”).

(3) This proposed change reflects the board does not exercise an oversight function regarding the assessment process and assessment roll as codified in CBJC 15.05.140.

(6) This proposed change seeks to compensate members for their time reviewing records and hearing appeals. Compensation serves to acknowledge current members’ commitment and contribution, and to incentivize potential members to apply for any of the *four* vacant seats. Having a full, nine-member board would promote timely cycle completions.

(b) This proposed change reflects current practice and minimizes the risk of inadvertent *ex parte* communication between the board and the assessor.

(c) This proposed change reflects panels should not be fixed, so each panel will need to elect a presiding officer. Under the board’s current rules of procedure, a presiding officer is appointed for each hearing.

Section 8, CBJC 15.05.190.

(a) This proposed change creates a structured process for appellants and the assessor to submit and exchange evidence and create a record for the board. This structured timeline is similar to the Municipality of Anchorage’s, which is found at AMC 12.05.053(C)(7). Timely submission and exchange facilitates board review and consideration and minimizes eleventh-hour submissions that tend to frustrate the process (e.g., the board having insufficient time to review evidence, the board remanding an appeal back to the assessor for further consideration of late-filed evidence). Notably, under the proposed changes, appellants and the assessor may agree to waive the deadline to supplement the record (*see* Proposed CBJC 15.05.190(c)(8)(ii)) and they may also supplement the record within the ten days preceding their hearings by way of motions showing evidence satisfies the criteria of CBJC 01.50.110(e) (e.g., newly discovered, wrongly withheld).

(b)

(1) This proposed change clarifies that a panel consists of three members and reaffirms that only a simple majority of the panel is necessary for quasi-judicial action.

(2) This proposed change clarifies that the assessor’s original recommended valuation is the default valuation in the absence of a successful appeal or affirmative board vote altering the assessed valuation otherwise. This proposed change also redirects board voting to

Page 4

remove the unconventional vote posture whereby board members commonly move for “no” votes.

(c)

(1) This proposed change reaffirms that, except where specifically provided, the appeal procedures of CBJC 01.50 do not apply to board hearings. This non-application already comes from CBJC 01.50.020(a)(2). The proposed change is sought to provide additional notice of CBJC 01.50’s non-application in order to curb any confusion, similar to the explicit statement of non-application found at CBJC 53.50.425(a).

(2) This proposed change is a relocation of CBJC 15.05.210.

(3) This proposed change expresses the longstanding practice, consistent through code, whereby parties to an appeal, as well as hearing officers and quasi-judicial panels, may be represented by counsel.

(4) This proposed change clarifies the duty to maintain records. The provision regarding hearing appeals in the absence of a properly notified appellant is a relocation of CBJC 15.05.190(b) and echoes state precedent that it is the appellant’s burden to prove error.

(5) This proposed change describes appellants’ burdens under state statute and case law. The consequences for untimely submissions echo that burden.

(6) This proposed change further supports and describes the presiding officer’s duties pursuant to CBJC 15.05.185(c). Beyond clarifying the duties of the presiding officer, this more descriptive provision can assist parties’ preparation and presentations.

(7) This proposed change represents current board practice. This will provide appellants substantially more time than appellants are provided by Anchorage’s corresponding code, AMC 12.05.050-55, which only guarantees appellants five minutes (see AMC 12.05.053(C)(6)). These limitations reflect the relatively narrow scope of the board’s review and the substantial discretion afforded to assessors’ methodologies under state statute and case law. On September 20, 2022, the board further sought to make clear board members’ questioning would not interrupt parties’ presentations or count as parties’ time.

(8)

(i) This proposed change represents current board practice.

(ii) This proposed change provides conditions to waive deadlines and/or belatedly supplement the record when there is good cause.

(iii) This proposed change represents a corresponding duty of the assessor indicating mutual obligations of parties to exchange information.

(iv) This proposed change prevents appellants from making arguments about factual evidence the assessor is unable to investigate, confirm, or rebut.

(v) This proposed change makes clear to appellants they can submit sensitive or confidential business income information to the assessor and have that information

Page 5

be considered while remaining confidential. It is hoped this will incentivize communication between the parties and that more information will increase assessments' accuracy.

(9) This proposed change reaffirms state precedent and the duties of quasi-judicial boards.

(10) This proposed change reflects current board procedure and is a relocation of part of CBJC 15.05.210.

(11) This proposed change clarifies that parties may withdraw an appeal if they come to an agreed upon valuation without the board's intervention.

Section 9, CBJC 15.05.200. This proposed change expresses state statute for board appeals (see AS 29.45.200(c), Alaska R. App. P. 602(a)(2)).

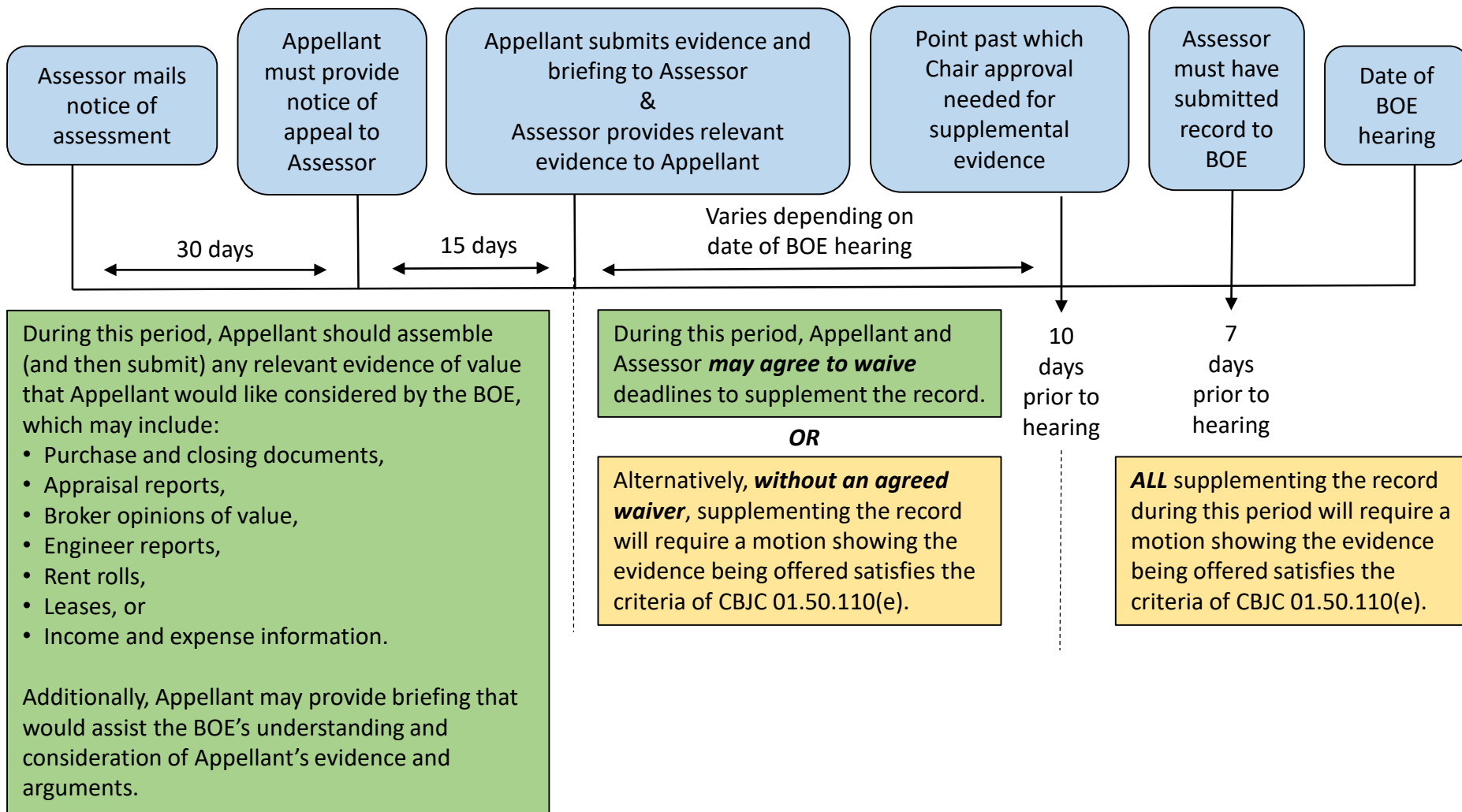
Section 10, CBJC 15.05.210. This proposed change clarifies the duties of the municipal clerk following board hearings.

/AG



DATE: 11/18/2022  
TO: Mayor Beth Weldon & Assembly  
FROM: Adam Gottschalk, Asst. Mun. Atty.  
SUBJECT: Ord. 2022-21: BOE Timeline

Section O, Item 19.



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Presented by: The Manager  
Presented: 11/21/2022  
Drafted by: R. Palmer III

**ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA**

**Serial No. 2022-21(b)**

**An Ordinance Related to Property Tax Appeals and Codifying the Board of Equalization Rules of Procedure.**

WHEREAS, Alaska law articulates standards for property taxation, including appeals to the board of equalization and to the superior court (A.S. 29.45.190-210), which were codified in 1985; and

WHEREAS, A.S. 29.45.200(b) provides the board of equalization is governed in its proceedings by rules adopted by ordinance that are consistent with general rules of administrative procedures; and

WHEREAS, A.S. 29.45.210(d) provides a property owner may appeal a board of equalization determination to the superior court, and that appeal is heard on the record established at the hearing before the board of equalization; and

WHEREAS, many of the property tax appeal provisions in CBJ code predate the 1985 amendments to Alaska law, and this ordinance is intended to make the CBJ provisions consistent with state law and provide clarity for board of equalization proceedings.

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 Section.** CBJC 15.05.041 Challenges of tax status, is amended to read:

**15.05.041 Challenges of tax status.**

The owner of a property placed on the assessment roll may request the assessor remove such property from the roll if the owner believes the property is exempt. The assessor may require the owner to provide affidavits relating to the use of the property and other information relevant to the determination of tax status of the property. The procedure and period for challenging the tax status of a property shall be the same as for challenging the assessed value except that the appeal from the assessor's final decision shall be directly to superior court. ~~shall be to the assembly which shall hear such appeals immediately prior to sitting as a board of equalization.~~

(Serial No. 79-48, § 6, 1979)

State law reference(s)—Corrections, AS 29.45.180; appeal, AS 29.45.200190.

**Section 3. Amendment of Section.** CBJC 15.05.140 Board of equalization to send additional notices, is repealed and reserved:

**15.05.140 Reserved. Board of equalization to send additional notices.**

~~If it appears to the board of equalization that there are overcharges or errors or invalidities in the assessment roll, or in any of the proceedings leading up to or after the preparation of the roll, and there is no appeal before the board of equalization, or if the name of a person is ordered by the board of equalization to be entered on the assessment roll, by way of addition or substitution, for the purpose of assessment, the board of equalization shall require the assessor to mail notice of assessment to that person or that person's agent giving him or her at least 30~~

1  
2 ~~days from the date of mailing within which to appeal to the board of equalization against the~~  
3 ~~assessment.~~

4 (CBJ Code 1970, § 15.05.140; Serial No. 70-33, § 3, 1971)  
5

6       **Section 4. Amendment of Section.** CBJC 15.05.150 Appeal by person assessed, is  
7 repealed and replaced as follows:  
8

9 **15.05.150 Appeal to Board of Equalization ~~Appeal by person assessed.~~**

10 (a) *Appellant.* A taxpayer whose name appears on the assessment roll or the agent or assigns  
11 of that taxpayer may appeal to the board of equalization for relief from an alleged error in  
12 valuation not adjusted by the assessor to the taxpayer's satisfaction. A person who receives  
13 notice or whose name appears on the assessment roll, or agent or assigns of that person, may  
14 appeal to the board of equalization for relief from any alleged error in the valuation, overcharge,  
15 or omission or neglect of the assessor not adjusted to the taxpayer's satisfaction.

16 (b) *30-day appeal period.* The taxpayer shall, within 30 days after the date of mailing of notice  
17 of assessment, submit to the assessor a written notice of appeal specifying grounds in the form  
18 that the board of equalization requires. Otherwise, the right of appeal ceases unless the board  
19 of equalization finds that the taxpayer was unable to comply.

20 (c) *Late-filed appeal.* A taxpayer who seeks to appeal the assessor's valuation after the 30-day  
21 appeal period has closed shall file a letter and supporting documents, if any, with the assessor  
22 stating the reasons why the taxpayer was unable to comply within the 30-day appeal period. A  
23 panel of the board shall consider each letter but shall not consider evidence regarding property  
24 valuation. The board shall only consider reasons the taxpayer was unable to comply within the  
25 30-day appeal period. The taxpayer shall have five minutes to make an oral presentation solely

focused on the taxpayer’s inability to comply within the 30-day appeal period. The board's determination shall be based on the taxpayer’s letter and any supporting documents or oral presentation. If the request is granted, the taxpayer shall have 30 days from the board’s decision to file a valuation appeal and submit all evidence required by this title. The assessor shall send notice of the of the board's decision to the taxpayer.

(1) *Unable to comply.* The board shall interpret the term "unable to comply" as meaning that a taxpayer must demonstrate compelling reasons or circumstances that would have prevented a reasonable person under the circumstances from filing an appeal. The term “unable to comply” does not include situations in which the taxpayer forgot about or overlooked the assessment notice, was out of town during the 30-day appeal period for filing an appeal, or similar situations. Rather, it covers situations that are beyond the control of the taxpayer and, as a practical matter, prevent the taxpayer from recognizing what is at stake and dealing with it. Such situations would include a physical or mental disability serious enough to prevent the taxpayer from dealing rationally with the taxpayer’s financial affairs.

(CBJ Code 1970, § 15.05.150; Serial No. 70-33, § 3, 1971)

State law reference(s)—Appeal, AS 29.45.190.

**Section 5. Amendment of Section.** CBJC 15.05.160 Time for appeal and service of notice, is repealed and reserved:

**15.05.160 Reserved. Time for appeal and service of notice.**

~~(a) Notice of appeal, in writing, specifying the grounds for the appeal, shall be filed with the board of equalization within 30 days after notice of assessment is mailed to the person appealing. If notice of appeal is not mailed within 30 days, the right of appeal ceases as to any~~

~~matter within the jurisdiction of the board, unless it is shown to the satisfaction of the board of equalization that the taxpayer was unable to appeal within that time.~~

~~(b) A copy of the notice of appeal shall be sent to the assessor, by the person appealing, and the notice filed shall include a certificate that a copy was mailed or delivered to him or her.~~

(CBJ Code 1970, § 15.05.160; Serial No. 70-33, § 3, 1971)

**Section 6. Amendment of Section.** CBJC 15.05.170 Appeal record, is repealed and reserved:

**15.05.170 Reserved. Appeal record.**

~~Upon receipt of a copy of the notice of appeal, the assessor shall make a record of the appeal in such form as the board of equalization may direct. The record shall contain all the information shown on the assessment roll in respect to the subject matter of the appeal, and the assessor shall place the record before the board of equalization prior to the time for hearing the appeal.~~

(CBJ Code 1970, § 15.05.170; Serial No. 70-33, § 3, 1971)

**Section 7. Amendment of Section.** CBJC 15.05.185 Board of equalization, is amended to read:

**15.05.185 Board of equalization.**

(a) *Membership; duties; term of office; term limits.*

- (1) *Membership.* The board of equalization shall comprise a pool of no fewer less than five ~~six~~, and up to nine, members, not assembly members, appointed by the assembly. Quorum for the board when conducting non-quasi-judicial matters is five members. ~~There shall be up to three panels established each year. Each panel hearing appeals shall consist of three members. The board chair shall assign~~

~~members to a specific panel and schedule the panels for a calendar of hearing dates.~~  
The board shall hear appeals in panels consisting of three members. The assignment of members to panels and the establishment of a hearing calendar shall be done in consultation with the individual members. ~~Additionally, members may be asked to take the place of regular assigned panel members in the event an assigned panel member is unable to attend a scheduled meeting.~~

(2) *Qualifications of members.* Members shall be appointed on the basis of their general business expertise and their knowledge or experience with quasi-judicial proceedings. General business expertise may include, but is not limited to, real and personal property appraisal, the real estate market, the personal property market, and other similar fields.

(3) *Duties.* The board, acting in panels, shall only hear appeals for relief from an alleged error in valuation on properties brought before the board by an appeal filed by a taxpayer. A panel hearing a case must first make a determination that an error in valuation has occurred. Following the determination of an error in valuation, the panel may alter an assessment of property only if there is sufficient evidence of value in the record. Lacking sufficient evidence on the record, the case shall be remanded to the assessor for reconsideration. ~~A hearing by the board may be conducted only pursuant to an appeal filed by the owner of the property as to the particular property.~~

(4) *Term of office.* Terms of office shall be for three years and shall be staggered so that approximately one-third of the terms shall expire each year.

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- 2 (5) *Term limits.* No member of the board of equalization who has served for three
- 3 consecutive terms or nine years shall again be eligible for appointment until one
- 4 full year has intervened, provided, however, that this restriction shall not apply if
- 5 there are no other qualified applicants at the time reappointment is considered by
- 6 the assembly human resources committee.
- 7
- 8 (6) Compensation of members. Compensation for members shall be \$100.00 per
- 9 meeting. Board members may decline compensation by providing written notice to
- 10 the municipal clerk.
- 11 (b) *Chair.* The board annually shall elect a member to serve as its chair. The chair shall
- 12 coordinate all board activities with the municipal clerk ~~assessor~~ including assignment of panel
- 13 members, scheduling of meetings, and other such board activities.
- 14 (c) *Presiding officer.* Each panel shall ~~elect~~ appoint its own a presiding officer who shall ~~to~~ act
- 15 as the chair for the panel and who shall exercise such control over meetings as to ensure the
- 16 fair and orderly resolution of appeals. ~~In the absence of the elected presiding officer the panel~~
- 17 ~~shall appoint a temporary presiding officer at the beginning of a regular meeting.~~ The presiding
- 18 officer shall make rulings on the admissibility of evidence and shall conduct the proceedings of
- 19 the panel in conformity with this chapter and with other applicable federal, state and municipal
- 20 law.
- 21
- 22 (d) *Report to the assembly.* The board, through its chair, shall submit an independent report to
- 23 the assembly each year by September 15 identifying, at a minimum, the number of cases
- 24 appealed, the number of cases scheduled to be heard by the board, the number of cases actually
- 25 heard, the percentage of cases where an error of valuation was determined to exist, the number
- of cases remanded to the assessor for reconsideration, the number of cases resulting in the



board altering a property assessment, and the net change to taxable property caused by board action. The report shall also include any comments and recommendations the board wishes to offer concerning changes to property assessment and appeals processes.

(Serial No. 2005-51(c)(am), § 4, 1-30-2006)

State law reference(s)—Appeal, AS 29.45.200.

**Section 8. Amendment of Section.** CBJC 15.05.190 Hearing of appeal, is repealed and replaced as follows:

**15.05.190 Board of Equalization hearing ~~Hearing of appeal.~~**

**(a) Preparation of appeal packet.**

The appellant must submit to the assessor's office all documentary evidence and briefing in their possession that the appellant believes is relevant and wishes the board to consider within 15 days following the close of the 30-day appeal period. Upon receipt of the notice of appeal and the appellant's documentary evidence, the assessor shall make a record of the appeal for presentation to the board of equalization. The record shall contain the notice of appeal, the appellant's timely filed documentary evidence and briefing, all the information shown on the assessment roll in respect to the subject matter of the appeal, and the assessor's briefing. The parties may supplement the record by a witness list and additional documents in accordance with subsection (c)(8) of this section up to ten days prior to the appeal hearing. The assessor shall place the complete record before the board of equalization at least seven days prior to the appeal hearing.

**(b) Quorum and voting.**

(1) Quorum. A quorum for hearing appeals shall consist of three board members.

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2       (2)     *Voting.* To alter an assessment or to grant an appeal in part or in whole for the  
3             appellant, at least two members of the board must vote in the affirmative to either  
4             (i) reverse and remand to the assessor for further consideration or (ii) alter the  
5             assessment. Any appeal or part thereof that is not granted by the board shall be  
6             deemed denied, and the assessor's original assessment giving rise to the appeal  
7             remains the final valuation determination. Any alteration to the assessment made  
8             by the assessor during a hearing shall require an affirmative vote by at least two  
9             members in order to become a final valuation determination.

10  
11   (c)   *Conduct of hearings; decisions.* Except as otherwise provided in this chapter, hearings  
12       shall be conducted by each panel of the board of equalization in accordance with the following  
13       rules:

- 14       (1)   *Application of CBJC 01.50.* The appeal procedures of chapter 01.50 do not apply to  
15             hearings conducted under this chapter except as specifically provided.
- 16       (2)   *Record.* The municipal clerk of the assembly is ex officio clerk of the board of  
17             equalization. The municipal clerk shall keep electronic recordings of the board's  
18             proceedings. The municipal clerk shall record in the minutes of each meeting or  
19             record of appeals all proceedings before the board of equalization, the names of  
20             persons protesting assessments, and all changes, revisions, corrections, and orders  
21             relating to claims or adjustments.
- 22       (3)   *Counsel.* All parties may be represented by counsel during hearings before the  
23             board.
- 24       (4)   *Commencement of hearing.* Every appeal shall be assigned an appeal case number,  
25             which should be read into the record along with the name of the appellant and the

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2 tax identification number at the commencement of the hearing. If an appellant fails  
3 to appear, the board of equalization may proceed with the hearing in the appellant's  
4 absence.

5 (5) Burden of proof. The appellant bears the burden of proof. The only grounds for  
6 adjustment of an assessment are proof of unequal, excessive, improper, or under  
7 valuation based on facts that are stated in a valid written appeal or proven at the  
8 appeal hearing. If the valuation is found to be too low, the board may raise the  
9 assessment. The board should sustain the original assessed value if the relevant  
10 documentary evidence or briefing is not timely submitted to the assessor's office  
11 within 15 days from the close of the 30-day appeal period absent a good faith  
12 attempt at compliance.

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14 (6) Rules of evidence. Evidence shall only be presented by the appellant and the  
15 assessor or their authorized representatives. The board shall not be restricted by  
16 the formal rules of evidence; however, the presiding officer may exclude evidence  
17 irrelevant to the issue(s) appealed. Relevant evidence includes but is not limited to  
18 purchase and closing documents, appraisal reports, broker opinions of value,  
19 engineer reports, estimates to repair, rent rolls, leases, and income and expense  
20 information. Hearsay evidence may be considered provided there are adequate  
21 guarantees of its trustworthiness and it is more probative on the point for which it  
22 is offered than any other evidence that the proponent can procure by reasonable  
23 efforts.

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25 (7) Order of presentation. Each party shall be allowed a total of fifteen minutes to  
present evidence including personal presentations and direct or cross-examinations.

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2       The appellant shall present evidence and argument first. Following the appellant,  
3       the assessor shall present evidence and argument. The appellant may reserve up to  
4       ten minutes for rebuttal directed solely to issues raised by the assessor. Upon  
5       finding good cause, the presiding officer may extend both the appellant’s initial  
6       presentation and the assessor’s presentation by equal amounts. At the conclusion of  
7       the parties’ presentations, board members may ask questions, through the  
8       presiding officer, of either the appellant or the assessor. The presiding officer may  
9       end the questioning and call for a motion from the other board members.

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11       (8)       Witnesses, exhibits and other evidence.

- 12       (i)       The appellant and the assessor may offer oral testimony of witnesses and  
13       documentary evidence during the hearing.
- 14       (ii)       The appellant and assessor may agree to waive deadlines to supplement the  
15       record more than ten days prior to the appeal hearing. However, only the  
16       chair can authorize requests to supplement the record—upon motion to the  
17       municipal clerk by a party if the evidence being offered satisfies the criteria  
18       in CBJC 01.50.110(e)—filed within ten days preceding the appeal hearing.
- 19       (iii)       The assessor shall make available to the appellant all reasonably relevant  
20       assessor records requested within 15 days following the close of the 30-day  
21       appeal period.
- 22       (iv)       If an appellant has refused or failed to provide the assessor or assessor's  
23       agent full access to property or records, the appellant shall be precluded  
24       from offering evidence on the issue or issues affected by that access and  
25       those issues shall be decided in favor of the assessor.

(v) At the request of the appellant, evidence submitted pursuant to subsection (c)(6) or (c)(8) of this section relating to the assessed valuation of property used in an income-producing commercial enterprise shall be confidential. The assessor and the appellant may stipulate to facts to be presented to the board provided the assessor has received credible and reliable evidence to establish the facts.

(9) Decisions. At the conclusion of the hearing the board shall determine, based solely on the evidence submitted, whether the assessment is unequal, excessive, improper, or an under valuation. The board should issue findings of fact and conclusions of law clearly stating the grounds upon which the board relied to reach its decision and advising all parties of their right to appeal the decision to superior court.

(10) Certification. The presiding officer shall review and give final board certification to all appeal decisions.

(11) Termination of appeal upon agreement between appellant and assessor. After an appeal to the board of equalization has been filed, any value which has been agreed to by the assessor and the appellant shall constitute a withdrawal and termination of the appeal by the appellant and the agreed upon valuation shall become the assessed value.

(d) Relaxation of requirements. This section is designed to facilitate the business of the board and shall be construed to secure the reasonable, speedy and inexpensive determination of every appeal. The procedural requirements of this section may, in the discretion of the presiding officer, be relaxed in any case in which a strict adherence to requirements will work injustice.

~~(a) At the hearing of the appeal, the board of equalization shall hear the appellant, the assessor, other parties to the appeal, and witnesses, and consider the testimony and evidence, and shall determine the matters in question on the merits.~~

~~(b) If a party to whom notice was mailed as provided in this title fails to appear, the board of equalization may proceed with the hearing in the party's absence.~~

~~(c) The burden of proof in all cases is upon the party appealing.~~

~~(d) The board of equalization shall maintain a record of appeals brought before it, enter its decisions therein and certify to them. The minutes of the board of equalization shall be the record of appeals unless the board of equalization shall provide for a separate record.~~

(CBJ Code 1970, § 15.05.190; Serial No. 70-33, § 3, 1971)

State law reference(s)— Board of Equalization, AS 29.45.210; Hearing, AS 29.45.210.

**Section 9. Amendment of Section.** CBJC 15.05.200 Judicial review, is amended to read as follows:

**15.05.200 Judicial review.**

An appellant or the assessor may appeal a determination of the board of equalization to the superior court within 30 days as provided by rules of court applicable to appeals from the decisions of administrative agencies. Appeals are heard on the record established at the hearing before the board of equalization.

~~A person aggrieved by an order of the board of equalization may appeal to the superior court for review de novo after exhausting administrative remedy under this title.~~

(CBJ Code 1970, § 15.05.200; Serial No. 70-33, § 3, 1971)

State law reference(s)—Appeal to superior court, AS 29.45.210(d).

**Section 10. Amendment of Section.** CBJC 15.05.210 Municipal clerk record keeping certification of changes, is amended to read as follows:

**15.05.210 Municipal clerk record keeping certification of changes.**

~~The municipal clerk of the assembly is ex officio clerk of the board of equalization. The municipal clerk shall record in the minutes of each meeting or record of appeals all proceedings before the board of equalization, the names of persons protesting assessments, and all changes, revisions, corrections, and order relating to claims or adjustments.~~ Within three days following the final hearings of the board of equalization the municipal clerk shall certify to the assessor corrections, revisions, and changes authorized and approved by the board of equalization.

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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Beth A. Weldon, Mayor

Attest:

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Elizabeth J. McEwen, Municipal Clerk

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Presented by: The Manager  
Presented: 11/21/2022  
Drafted by: R. Palmer III

**ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA**

**Serial No. 2022-40**

**An Ordinance Authorizing the Manager to Lease Space at the Juneau Police Department Headquarters to L3Harris Technologies, Inc. for Aircraft and Air Traffic Control Safety Equipment.**

WHEREAS, the City and Borough of Juneau (CBJ) owns real property at 6255 Alaway Avenue, which is the location of the Juneau Police Department; and

WHEREAS, at the June 27, 2022 meeting, the Lands Housing and Economic Development Committee provided a motion of support to lease this property; and

WHEREAS, at the August 1, 2022 meeting, the Assembly passed a motion of support to work with L3Harris as the original proposer in accordance with CBJC 53.09.260.

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

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

**Section 2. Authorization.** The Manager is authorized to lease space for a wall-mounted cabinet for replacement of the Wide Area Multilateration Phase I system at the Juneau Police Department main facility located at:

6255 Alaway Avenue, Juneau, AK, 99801, which is also known as Tract J1 of J.P.D. Subdivision II, Plat #2009-15, Juneau Recording District.

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

(A) Purpose. The purpose of this Agreement is to support Lessee’s efforts under its Prime Contract No. DTFAWA-07-C-00067, including all amendments and modifications thereto, with the Federal Aviation Administration (FAA). This Prime Contract includes the replacement of the Wide Area Multilateration (WAM) Phase I system.

(B) Term. The initial lease term shall be five years.

(C) Renewal. The lease may be renewed every five years for a maximum term of 35 years.



(D) Maintenance. L3Harris is responsible for the cost of all its equipment being housed at JPD, as well as any necessary maintenance of the equipment.

(E) Rent. Rent shall be fair market value, which was established by appraisal as \$540.00 annually for the first lease period.

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

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Beth A. Weldon, Mayor

Attest:

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Elizabeth J. McEwen, Municipal Clerk

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Presented by: The Manager  
Presented: 11/21/2022  
Drafted by: R. Palmer III

**ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA**

**Serial No. 2022-54**

**An Ordinance Amending the Investments and Collateral Chapter of Title 57  
Related to Investment Policies.**

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 Section.** CBJC 57.25.015 is amended to read:

**57.25.015 Management of municipal funds.**

- (1) Pooling of funds. The finance director will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping, and administration.
- (2) Investment decisions shall be guided by this section and by the City and Borough of Juneau Investment Policy. Material changes to the investment policy shall be brought to the assembly finance committee by the city manager for review and to the assembly for approval by resolution.
- (3) The finance director will choose which investment portfolio is most appropriate for funds based on the objectives at hand. Portfolio types are outlined in the investment policy.

- 1
- 2 (4) Appropriate benchmarks shall be selected by the finance director based upon portfolio
- 3 goals and holdings of the portfolio. Benchmark selection shall be approved by the city
- 4 manager as a function of the investment policy statement.
- 5 (5) Safekeeping and custody.
- 6 (A) Delivery vs. payment. All trades of marketable securities will be executed using the
- 7 delivery vs. payment (DVP) method to ensure that securities are deposited in an
- 8 eligible custody account prior to the release of funds.
- 9 (B) Safekeeping. Securities will be held by a centralized, independent third-party
- 10 custodian selected by the City and Borough, as with all securities held in the City
- 11 and Borough's name. The safekeeping institution shall annually provide a copy of
- 12 their most recent report on internal controls (Statement of Auditing Standards No.
- 13 70, or SAS 70).
- 14
- 15 (6) Restricted funds shall be deposited into separate and restricted alternative investments,
- 16 bank accounts, or other accounts which may be interest-bearing and held by financial
- 17 institutions for the benefit of the municipality, with all revenues and expenses associated
- 18 with such funds allocated to such investments or accounts. Restricted funds may be
- 19 commingled with other similarly restricted funds within the discretion of the finance
- 20 director.
- 21
- 22 (7) The finance director may obtain the services of such investment managers, advisors,
- 23 custodians, and other professionals as are reasonably prudent and necessary to manage all
- 24 municipal funds.
- 25

(8) Investment portfolio performance reports shall be prepared and posted to the City and Borough website on a quarterly basis. These reports shall be addressed with the assembly finance committee on a semi-annual basis.

**Section 3. Amendment of Section.** CBJC 57.25.018 is amended to read:  
**57.25.018 Investment objectives.**

Investment portfolios will be selected to achieve the overall investment objectives. The primary objectives of investment activities shall be safety, liquidity, and return:

(a) *Safety.* Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk. The finance director and hired contractors, if any, shall manage investment funds exercising the judgment and care under the circumstances then prevailing which an institutional investor of ordinary prudence, discretion, and intelligence exercises in the management of large investments entrusted to it, not in regard to speculation but in regard to the permanent disposition of funds, considering probable safety of capital as well as probable income.

- (1) *Credit risk.* The City and Borough will minimize credit risk, which is the risk of loss of all or part of the investment due to the failure of the security issuer or backer, by:
- (A) Limiting investments to the types of securities listed in Code section 57.25.020.
  - (B) Pre-qualifying and conducting ongoing due diligence of the financial institutions, broker/dealers, intermediaries, and advisers with which the City and Borough will do business.

- (C) Diversifying the investment portfolio so that the impact of potential losses from any one type of security or from any one individual issuer will be minimized.
- (2) *Interest rate risk.* The municipality will minimize interest rate risk, which is the risk that the market value of securities in the portfolio will fall due to changes in market interest rates, by:
- (A) Structuring the investment portfolio so that security maturities match cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
- (B) Investing operating funds primarily in shorter-term securities, money market mutual funds, exchange-traded funds (ETF), or similar investment pools and limiting individual security maturity as well as the average maturity of the applicable portfolio.
- (b) *Liquidity.* The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets to meet unanticipated demands (dynamic liquidity). Alternatively, a portion of the portfolio may be placed in money market mutual funds, ETFs, or local government investment pools which offer same-day liquidity for short-term funds.
- (c) *Return.* The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance

1  
2 compared to the safety and liquidity objectives described above. The core investments are  
3 limited to relatively low risk securities in anticipation of earning a fair return relative to the  
4 risk being assumed. Securities shall generally be held until maturity with the following possible  
5 exceptions:

- 6 (1) A security with declining credit may be sold early to minimize loss of principal;  
7  
8 (2) Selling a security and reinvesting the proceeds that would improve the quality,  
9 yield, or target duration in the portfolio may be undertaken; or  
10 (3) Unanticipated liquidity needs of the portfolio require that the security be sold.

11 (d) Sustainability. Where each investment decision, when possible and appropriate, considers  
12 environmental, social, and governance factors, and is consistent with the principles outlined in  
13 CBJ Resolution 2755. The finance director and treasurer may direct investment decisions to  
14 further promote these principles on sustainability, and as the objectives of safety, liquidity, and  
15 return permit.  
16

17 **Section 4. Amendment of Section.** CBJC 57.25.020 is amended to read:  
18  
19 **57.25.020 Authorized investments.**

20 To provide maximum security for the investment of public funds and to provide the  
21 greatest interest revenue consistent with safety, funds may be invested only in the following  
22 instruments:

- 23 (1) Obligations of, or obligations insured or guaranteed by, the United States or  
24 agencies or instrumentalities of the United States;  
25

- (2) Commercial paper issued by corporations or businesses and rated at least A1/P1 by a nationally recognized statistical rating organization (NRSRO), and collateralized commercial paper with no time limit;
- (3) Negotiable certificates of deposit issued by rated banks;
- (4) Repurchase agreements secured by obligations insured or guaranteed by the United States or agencies or instrumentalities of the United States;
- (5) Bank obligations insured by the appropriate federal insurance agency, including nonnegotiable certificates of deposit secured as provided in section 57.25.030;
- (6) Custodial money market funds and other mutual funds so long as the nature of the fund is generally consistent with all other provisions of this section of the code;
- (7) United States dollar denominated corporate bonds rated investment grade or higher by NRSRO ~~a nationally recognized rating agency~~ at the time of purchase;
- (8) Mortgage-backed securities and collateralized mortgage obligations (CMOs) issued and insured or guaranteed by the United States or agencies or instrumentalities of the United States;
- (9) Asset-backed securities that are publicly traded and rated AAA by a NRSRO at the time of purchase;
- (10) Domestic fixed income mutual fund or ETF: Securities issued in the United States matching security types, quality, and maturity ranges contained in the Bloomberg Barclays Aggregate Index;
- (11) Domestic equity mutual fund or ETF: Common and preferred stock issued by companies domiciled in the United States, and traded on a domestic stock exchange, or traded through the NASDAQ system;

- 1
- 2 (12) International equity mutual fund or ETF: Common and preferred stock issued by
- 3 companies domiciled outside the United States, primarily in developed countries, as
- 4 defined by the financial times stock exchange;
- 5 (13) Loans to specified funds of the City and Borough for the purpose of capital
- 6 acquisition, made as provided in section 57.05.045;
- 7
- 8 (14) An investment pool for public entities authorized by AS 37.23;
- 9 (15) Taxable and or tax exempt municipal debt rated AA- or better by at least one
- 10 NRSRO;
- 11 (16) Debt issued by supranational agencies rated AAA by at least one NRSRO; or
- 12 (17)-(15) Other investment types or asset classes as provided in the Investment Policy and
- 13 consistent with all other provisions of this section of the Code.
- 14

15 **Section 5. Effective Date.** This ordinance shall be effective 30 days after its adoption.

16 Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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20 Attest: Beth A. Weldon, Mayor

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22 \_\_\_\_\_

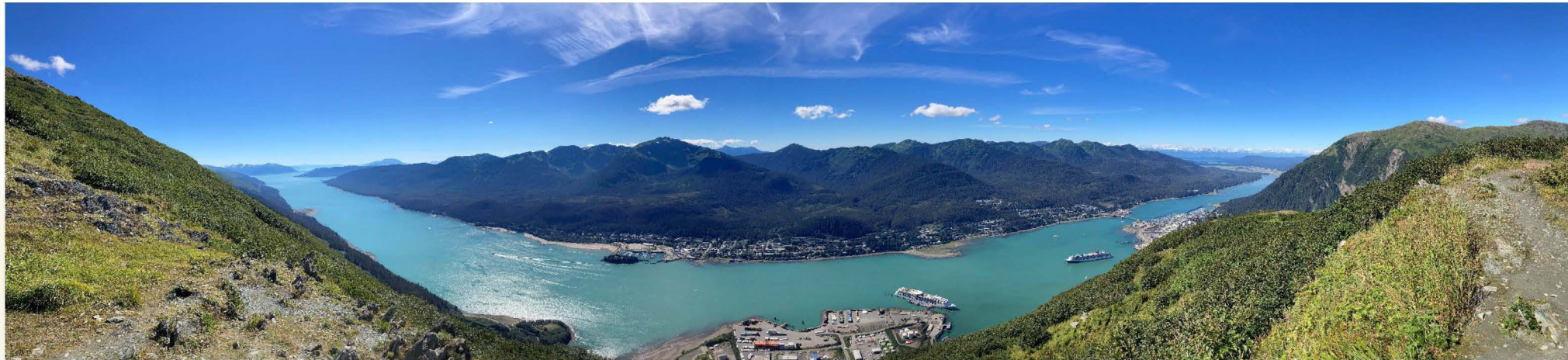
23 Elizabeth J. McEwen, Municipal Clerk

24

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# Juneau Affordable Housing Fund Round 2 Competition



# In your packet

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- Memo with Committee Recommendations
- Summary spreadsheet of seven submitted applications
- Ranking spreadsheet with Committee Comments
- Full applications for each project are located on the [CDD JAHF webpage](#)

# Eligible Applicants & Priorities

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## Priorities

- Use of capital to develop housing units
- Long-term affordability
- Downtown housing development

## Eligible Applicants:

- For-profit developers
- Non-profit organizations
- Public and regional housing authorities
- Tribal governments



# Availability of Funds & Funding Terms

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- Round Two: \$2 million
- Grants and loans up to \$50,000 per affordable or workforce housing unit created
- For profit-developer projects utilizing JAHF funds for affordable housing must reserve at least 20% of units for tenants with gross incomes at 80% or less AMI for at least ten years or the life of the loan

# Housing Fund Timeline

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- August 29, 2022: JAHF Program Guidelines and Expression of Interest Survey posted
- **September 14, 2022: Application period begins**
- September 23, 2022: Public Information Meeting
- **October 30, 2022: Application period ends**
- **November 7, 2022 – November 25, 2022: Committee Review and Project Ranking**
- November 28, 2022: Committee Report to LHED Committee
- To be determined: Referral to Assembly for final approval

# Applications

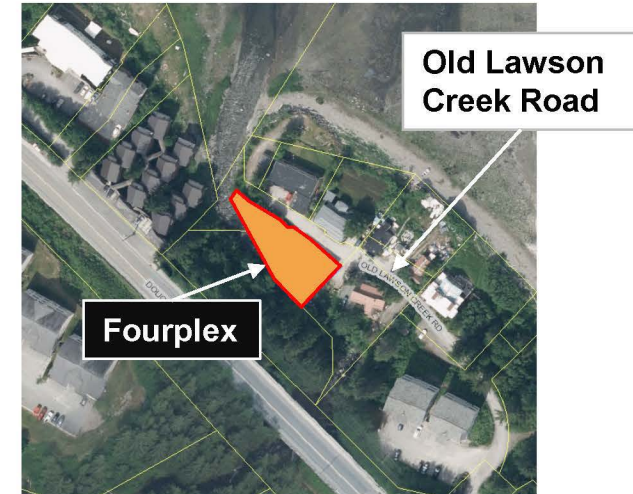
- Seven applications were received:
  - AWARE for Cordova Street Apartments
    - 7 SRO units
    - Permanently affordable
  - Dave d'Amato/Brave Enterprises, LLC for Bergmann Hotel
    - 16 1-bdrm & 2 efficiency units downtown
    - 20% of units at 80% AMI (4 units)





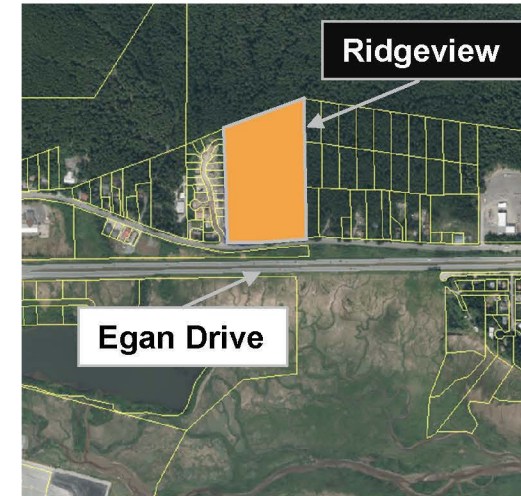
# Applications

- Jackie Russell for acquisition of a fourplex on Old Lawson Creek Road
  - Three units kept affordable for 10 years + one manager unit
  - Telephone Hill resident
- Housing First/Forget-Me-Not Manor Phase 3
  - 21 supportive housing units



# Applications

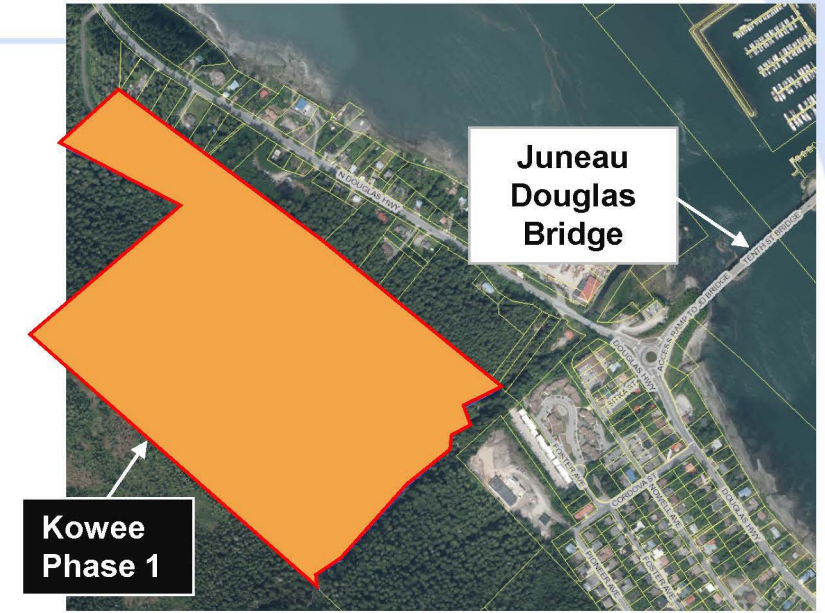
- Rooftop Properties, LLC for Ridgeview
  - 24 units of mixed-income housing
  - Part of a larger 444 unit development proposal
- St. Vincent de Paul for Teal Street
  - Funding for deferred maintenance





# Applications

- Tlingit Haida Regional Housing Authority for Kowee Housing phase 1
  - Ten 2-4 bedroom single-family homes for families under 80% AMI
  - Some of the funding sources for this project restrict housing to Native American families



# Recommended projects

Organization	Project	Type	Funding Request	Recommended Award
AWARE	Cordova Street Apartments	Grant	\$298,968	\$200,000
Rooftop Properties	Ridgeview	Loan	\$1,200,000	\$1,200,000
St. Vincent de Paul	Teal Street	Grant	\$150,000	\$100,000
Tlingit Haida Regional Housing Authority	Kowee Phase 1	Grant	\$500,000	\$500,000

# Committee Recommendation:

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LHED move to recommend \$2 million in JAHF funding for AWARE, Tlingit-Haida Regional Housing Authority, Rooftop Properties, LLC, and St. Vincent de Paul and forward to the Assembly for final approval



(907) 586-0715  
CDD\_Admin@juneau.org  
www.juneau.org/community-development  
155 S. Seward Street • Juneau, AK 99801

## MEMORANDUM

**DATE:** 11/28/2022

**TO:** Alicia Hughes-Skandijs, Chair, Lands, Housing, and Economic Development (LHED) Committee

**FROM:** Joseph Meyers, Housing & Land Use Specialist

**SUBJECT:** Juneau Affordable Housing Fund – 2022 Funding Recommendations

On July 6, 2022 the CBJ Assembly made available \$2,000,000 for use by for-profit and non-profit organizations, public and regional housing authorities, and tribal governments interested in the creation of affordable and workforce housing in the City and Borough of Juneau. This memo provides details on the applications that were received and has the Juneau Affordable Housing Fund 2022 Round Two funding recommendation from the application review committee which consisted of 3 CBJ employees and 2 private sector citizens from the lending and construction industries. Included in your packet is a project summary spreadsheet and a project scoring sheet. All applications that were received are posted on the [Juneau Affordable Housing Fund webpage](#) under the Round 2 Applications heading.

### Project Proposals

The JAHF Round Two request for applications received seven (7) applications from the following entities:

- AWARE for Cordova Street Apartments
- Dave d'Amato/Brave Enterprises, LLC for Bergmann Hotel
- Jackie Russell for acquisition of a fourplex on Old Lawson Creek Road
- Juneau Housing First for Forget-Me-Not Manor phase 3
- Rooftop Properties, LLC for Ridgeview
- St. Vincent de Paul for 8617 Teal Street
- Tlingit Haida Regional Housing Authority for Kowee Housing phase 1

### Committee Funding Recommendations

The JAHF received nearly \$3.9million in Round Two funding requests for projects boroughwide with \$2 million available for award this year. The Review Committee completed a thorough analysis and ranked projects based on the criteria in the JAHF Program Description and Guidelines.

### Project Review and Rankings

The JAHF review committee received applications shortly after deadline and met on November 16th. The rankings for the reviewed applications are in the table on the next page.

Applicant/Sponsor		Project Name	Project Type	Average score	Recommendations	Funding Requests	Developer Type	Grant/Loan
AWARE		Cordova Street Apartments	7-unit SRO construction	86	\$200,000	\$298,896	Non-profit	Grant
THRHA		Kowee Phase 1	10 units of single-family housing	83	\$500,000	\$500,000	Housing Authority	Grant
Rooftop Properties		Ridgeview	New housing/middle-income	76	\$1,200,000	\$1,200,000	For-profit	Loan
SVdP		8617 Teal Street	Rehabilitation	75	\$100,000	\$100,000	Non-profit	Grant
Juneau Housing First		Forget-me-not Manor	21 units 30% AMI housing	72		\$1,050,000	Non-profit	Grant
Brave Enterprises, LLC		Bergmann Hotel	16 1-bedrooms & 2 efficiency units	64		\$497,744	For-profit	Loan
Jackie Russell		Old Lawson Creek Fourplex	Acquisition of a fourplex	40		\$200,000	Individual	Grant
	Recommended for funding this round							
	Not recommended for funding this round							

### Recommended for Funding

- AWARE: Cordova Street Apartments

This is a second round of funding for this project which is seeking to develop 7 SRO (single-room occupancy) units. This was the highest ranking project based on team experience, committed funds, leveraging percentage, and the likelihood of development within the year. The applicant requested \$298,968. The committee recommends providing a grant of \$200,000, which, when combined with Round 1 funding received by the applicant would add up to \$50,000 per unit created.

- Tlingit Haida Regional Housing Authority: Kowee Phase 1

Applicant to construct ten, 2-4-bedroom homes for Juneau residents under 80% MFI in the first phase of a planned mixed-income subdivision. Homes would meet a below fair market need and a partnership with Haa Yaḱaawu Financial Corporation will help low-income families with mortgage loans. Funding would be gap financing to pair with committed HUD and AHFC funds. Some of the funding sources for this project restrict housing to Native Americans. The applicant is requesting \$500,000. The Committee recommends a grant of the requested amount of \$500,000.

- Rooftop Properties: Ridgeview

This project is the first phase in a 444 unit development project providing a mixture of middle-income ( $\leq 80\%$  AMI) and market rate units. The project has preliminary plan approval from the Planning Commission to move forward. The applicant has requested a \$1,200,000 loan. The committee recommends a loan of the requested amount of \$1.2 million.

- Saint Vincent de Paul: Teal Street

This is a second round of funding for continued rehabilitation of affordable housing for low-income residents. The applicant requested \$150,000. Based on funds available the committee recommends providing a grant of \$100,000.



**Not Recommended for Funding**

The following projects were not recommended for funding this year. Ultimately, this funding round was highly competitive and not all projects could be fully funded in this round of competition

- Juneau Housing First Collaborative: Forget-me-not Manor Phase 3  
  
Applicant has a track record of completing permanent supportive housing projects with CBJ funding with Phase I & II (64 units). Limited funding committed at this time and funding sources listed in current application are based on previous requests. Applicant should apply next year as additional funding is committed.
- David d’Amato/ Brave Enterprises, LLC: Bergmann Hotel  
  
This application scored on the lower end of applications submitted in Round Two. Some concerns raised by the committee include questions about project plans and feasibility of cost estimates. The applicant is encouraged to apply for the Round 3 competition in 2023. The applicant made significant progress between this year and last, and if they apply next year with similar progress this application will score higher.
- Jackie Russell: Douglas Fourplex Project  
  
The review committee appreciates this as a novel and creative approach to a specific housing situation. However, this project did not score as well as the other applications submitted for this Round of funding. The committee also had concerns with this being a grant request and not a loan request as for-profit entities are only eligible for loans not grants.

**JAHF Program Future Review**

Special thanks to the review committee for taking the time to participate. The review committee plans to meet once the Assembly completes Round Two funding decisions to report on JAHF process improvements and policy recommendations in time for the JAHF report in the spring of 2023.

**Recommendation**

The Lands, Housing, and Economic Development (LHED) Committee adopt the Juneau Affordable Housing Fund review committee recommendations and forward the following funding requests to the Assembly for approval.

These projects include:

- AWARE for Cordova Street Apartments: \$200,000
- Tlingit Haida Regional Housing Authority for Kowee Phase 1: \$500,000
- Rooftop Properties for Ridgeview: \$1,200,000 (LOAN)
- Saint Vincent de Paul for Teal Street: \$100,000

*Total Funding Recommended: \$2 million*

***Attachments:***

- A. Program Description and Guidelines
- B. Project summary sheet
- C. Project score sheet

## **PROGRAM DESCRIPTION & APPLICATION GUIDELINES**



**For more information, contact:**

Joseph Meyers, Housing & Land Use Specialist

City and Borough of Juneau

155 S. Seward St.

Juneau, Alaska 99801

Phone: 907-586-0753 ext. 4209

Email: [joseph.meyers@juneau.org](mailto:joseph.meyers@juneau.org)

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## About the Fund

The City and Borough of Juneau (CBJ) created the Juneau Affordable Housing Fund (JAHF) to promote the creation of affordable housing in the Capital City. On July 19, 2010, the CBJ Assembly passed an ordinance that steered \$400,000 into the JAHF to begin funding local projects that promote and provide affordable housing in Juneau.

In 2017, the CBJ Assembly recommended and CBJ voters approved \$2 million of the 1% Special Sales Tax renewal funds to go into the JAHF over five years (FY19-FY23).

On July 6, 2022, the CBJ Assembly made available \$2,000,000 for use by for-profit and non-profit organizations, public and regional housing authorities, and tribal governments interested in the creation of affordable and middle-income housing in the City & Borough of Juneau.

## Program Goals and Objectives

The primary purpose for establishing the JAHF is to direct resources toward the creation of affordable (0% to 80% area median income (AMI)) and middle-income housing units (80% to 120% AMI) in the City and Borough of Juneau through the following activities:

- Funding capital costs of rental and ownership housing;
- Funding for capacity-building activities of non-profit housing developers;
- Funding supportive services for occupants of affordable housing; and
- Funding operating expenses of housing developments.

An additional objective is to leverage CBJ investments with other fund sources to maximize the number of quality affordable housing units that are created or preserved each round.

Projects must be located in the City and Borough of Juneau.

## Availability of Funds & Funding Terms

The CBJ Assembly will determine the amount of funding available each year. JAHF funds will be made available for qualifying affordable and middle-income housing projects that meet goals of the CBJ Housing Action Plan or other identified community housing needs.

Funds will typically be made available in the form of grants for non-profit organizations and public housing authorities targeting households in the affordable housing range (0% to 80% AMI) and zero-interest loans for private developers that meet middle-income housing (80% to 120%) affordability requirements.

- **Qualifying projects are eligible for grants and loans up to \$50,000 per affordable or middle-income housing unit created, or for other eligible uses on a similar per unit basis.**
- **For profit-developer projects utilizing JAHF funds for middle-income housing must reserve at least 20% of units for tenants with gross incomes at 80% or less AMI for at least ten years or the life of the loan.**

The scope and nature of the project may require deviation from these program guidelines that CBJ Housing staff will review with the City Manager on a case by case basis.

## Eligibility

### Eligible Applicants

- For-profit developers
- Non-profit organizations
- Public and regional housing authorities
- Tribal governments

### Eligible Uses

- For acquisition, construction, rehabilitation or preservation of affordable housing located within the City and Borough of Juneau, including activities such as:
  - Pre-development project expenses, such as land surveys, site engineering, and permitting;
  - Purchase of developed real estate or land;
  - Fees for architects and other professionals;
  - Demolition to make way for affordable housing; and
  - Building materials and labor costs.

- Costs incurred by nonprofit organizations to develop or implement a specific affordable housing project. Examples include:
  - Capacity building such as training, legal and accounting costs;
  - Technical assistance such as development consultants; and
  - Project operating assistance following completion of construction or rehabilitation, such as utilities, support services staff, debt service, and rent subsidies.
- Operating Expenses for up to three years for existing and new housing developments in the promotion of affordable housing. Examples include project-specific assistance for:
  - Security deposit escrows; and
  - Operating costs, such as utilities, debt service, and rental subsidies.
- Self-sufficiency assistance such as job skills training, job search assistance, financial/housing counseling, substance abuse aid, mental health care, and childcare.

Priorities for the Juneau Affordable Housing Fund

The priorities of the JAHF match with the CBJ Housing Action Plan.

1. **Use of capital to develop housing units:** Funding for capital costs for acquisition, construction, rehabilitation, or preservation of affordable housing especially middle-income housing, senior housing, and homeowner opportunities for young adults and families are preferred.
2. **Long-Term Affordability:** Units created using JAHF funds that include affordability covenants or that are permanently affordable are preferred.
3. **Downtown Housing Development:** Units developed within the boundaries established by the Downtown Juneau Residential Tax Abatement Map. (Appendix D)

## Application Process

Applications will be posted online upon Assembly determination of funding availability for each round. Potential applicants are encouraged to contact the CBJ Housing and Land Use Specialist with questions about the program and how individual housing projects may utilize the funds.

Total application submission length should not exceed 75 pages, including application form and supporting information.

Completed applications will be reviewed by a committee to include CBJ staff, a public member with direct experience in housing development, and a public member with financing/banking experience.

The review committee will score projects based on the selection criteria and score sheet.

The 2022 schedule is as follows:

- July 6, 2022: Assembly approves \$2,000,000 for 2022 Funding Round
- August 29, 2022 – September 12, 2022: JAHF Program Guidelines and Expression of Interest Survey posted
- September 12, 2022: Applications Posted; application period begins
- September 23, 2022: Public Information Meeting
- **October 30, 2022: Housing Project Proposals Due 4pm AKST**
- November 7, 2022 – November 25, 2022: Committee Review and Project Ranking Period
- November 28, 2022: Committee Report to Lands, Housing, and Economic Development Committee
- To be determined: Referral to Assembly for final approval
- December 2022/January 2023: Staff to put in place grant/loan agreements with awardees
- January – March 2023: Staff report on Juneau Affordable Housing Fund to Lands, Housing, and Economic Development Committee

Proposals are to be emailed to Joseph Meyers, Housing & Land Use Specialist at [joseph.meyers@juneau.org](mailto:joseph.meyers@juneau.org) by 4pm AKST on October 30, 2022.

All applications are ultimately approved by the CBJ Assembly in an open public process.

Applicants should expect that their submitted project plans, costs and other supporting documentation will be available to the public. The Assembly may impose or modify terms, conditions, and other provisions that clearly protect the public interest.

## Selection Criteria

Projects considered to be ready or feasible will be evaluated with the following criteria:

1. **Team Experience:** (1) Demonstrated experience on projects of similar size and scope; (2) Established  
Juneau Affordable Housing Fund – Program Description and Application Guidelines

development and/or operating partnerships, including support services; (3) Qualified staff – Developer, Director, Property Manager, Supportive Services; and (4) Capacity to maintain/manage project.

- 2. **Population Targeting & JAHF Priority Targeting:** (1) Use of capital to develop housing units; (2) Long-term or permanent affordability; and (3) Downtown Housing Development.
- 3. **Project Design and Characteristics:** **For Capital projects:** (1) Plans stamped by appropriate engineer or architect, or professionally qualified staff on the development team; (2) Energy Efficiency: JAHF projects should be energy-efficient and adhere to either the Alaska Building Energy Efficiency Standard (BEES) or HUD’s Energy Star Home Standard. **For programs/operational projects:** (1) Comply with national guidance/best practice for target population. **For all projects:** (1) Accessibility Standards: Proposals must be comply with the federal Fair Housing Act (42U.S.C. 3601-3619) and the Americans with Disabilities Act of 1990.
- 4. **Feasibility:** (1) Ability to secure other financing needed to carry out project; (2) Operational feasibility/long-term financial viability; and (3) Reasonable and balanced budget with cost controls. The intention for JAHF funds is to assist projects that need gap financing and have a 100% chance of being successful. Site ownership, the percentage of total costs supported by other funding sources, and work schedule for the project will factor.
- 5. **Readiness to Proceed:** (1)Leveraging/percentage of total cost with commitments; (2) Site ownership; (3) Plans, environmental permitting, estimate complete; (4) Construction/Operation within following fiscal year

**Score Sheet:** A sample of the score sheet used by the review committee is included as Appendix C.

## Compliance and Monitoring

The CBJ, at any time, could inspect and monitor the records and work of the proposed project as to performance and compliance with JAHF program rules and loan requirements. Project information, including rents and tenant income will be collected annually through the affordability period.

The CBJ City Manager may terminate any agreement in the event that awardees: 1) lose the ability to proceed with the project, 2) make material alterations, or 3) fail to comply with the project schedule.

## Annual Report

An annual JAHF report will be presented to the CBJ Committee of the Whole in preparation for future funding rounds. The report will include:

- Project progress reports;
- Details on funds disbursed, JAHF expenses, amount of leveraged funds acquired; and
- Guidance on funding availability for the following year

## Appendix A: Glossary of Terms

- **Affordable Housing** - The U.S. Department of Housing and Urban Development defines “Affordable” as housing costs no more than 30 percent of a household’s monthly income. This means rent and utilities in an apartment or the monthly mortgage payment and other housing expenses (utilities, home maintenance and repairs) for a homeowner should be less than 30 percent of monthly household income. Housing programs targeting households with income between 0% and 80% AMI are also considered “affordable” programs.
- **Area Median Income** HUD uses the median income for families to calculate income limits for eligibility in a variety of housing programs. HUD Income Limits by size of household are used by JAHF to determine level of affordability. See Appendix B.
- **Assumable soft debt** – Mortgages or loans that can be taken over by another individual to maintain favorable interest rates or affordability.
- **Capacity-building** - Activities that increase the operating efficiencies of agencies or organizations that create more affordable housing, including organizational assistance, training, legal, and accounting costs – but specifically to support the housing project proposed.
- **Capital Funds** - Funding contributed for the development, acquisition, rehabilitation, or new construction of the physical structure.
- **Extremely Low-income households** - Households with incomes at the HUD 30% Limit. See Appendix B.
- **Gap Financing** - Loans or grants used for housing development projects that bridge the gap between available funding sources, usually a combination of raised capital and state or federal housing subsidies.
- **Local dedicated revenue source** - Affordable housing funds are most successful when securing a local dedicated revenue source; a source of public revenue directed at affordable housing activities.
- **Low-income households** - Households with incomes at the HUD 80% Limit. See Appendix B.
- **Middle-income housing:** Middle-income housing is not a HUD recognized term. Middle-income housing is generally used here to mean affordable housing for households between 80% and 120% of area median income – typically without attachment to other subsidy or rental assistance.
- **Non-profit Organization** - A corporation of foundation granted exemption from income taxation by the IRS.
- **Ownership housing** - Housing for which the sales price minus the sum of grants and deferred loans provided to the borrower results in a monthly payment which qualifies a low-income household for a mortgage loan under standard lender underwriting standards.
- **Recoverable Loans** - Loans provided for activities such as predevelopment costs. Loans are required to be paid back once long-term funding has been secured for the project.
- **Self-sufficiency Assistance** - Services that help residents become more productive and capable of independent living, such as job training, budget counseling, substance-abuse treatment, and childcare.
- **Unit** - A self-contained apartment with sanitation and kitchen facilities within the apartment or partial facilities in the unit and other shared facilities located on the same floor as the unit.
- **Very Low-income households** - Households with incomes at the HUD 50% Limit. See Appendix B.
- **Zero-interest loans** - Zero interest loans are loans with full repayment of the principle is expected.

## Appendix B: 2022 Income Limits and Rental Limits

### City and Borough of Juneau Income Limits for 2022 (effective 4/18/22)

4-person AMI \$120,900

	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
30% AMI	25,380	29,010	32,640	36,270	39,180	42,060	44,970	47,880
60% AMI	50,760	58,020	65,280	72,540	78,360	84,120	89,940	95,760
80% AMI	67,680	77,360	87,040	96,720	104,480	112,160	119,920	127,680
100% AMI	84,600	96,700	108,800	120,900	130,600	140,200	149,900	159,600
120% AMI	101,520	116,040	130,560	145,080	156,720	168,240	179,880	191,520

Source: HUD User Datasets:

[https://www.huduser.gov/portal/pdrdatas\\_landing.html](https://www.huduser.gov/portal/pdrdatas_landing.html)

### City and Borough of Juneau Rental Limits for 2022 (effective 4/18/22)

Bedrooms (People)	Fair Market Rent	30% AMI	60% AMI	80%AMI	100% AMI	120% AMI
Efficiency (1.0)	958	634	1,269	1,692	2,115	2,538
1 Bedroom (2.0)	1,154	725	1,450	1,934	2,417	2,901
2 Bedrooms (3.0)	1,442	816	1,632	2,176	2,720	3,264
3 Bedrooms (4.0)	2,048	906	1,813	2,418	3,022	3,627
4 Bedrooms (5.0)	2,432	979	1,959	2,612	3,265	3,918
5 Bedrooms (6.0)	N/A	1,051	2,103	2,804	3,505	4,206

Source: HUD User Datasets: [https://www.huduser.gov/portal/pdrdatas\\_landing.html](https://www.huduser.gov/portal/pdrdatas_landing.html)

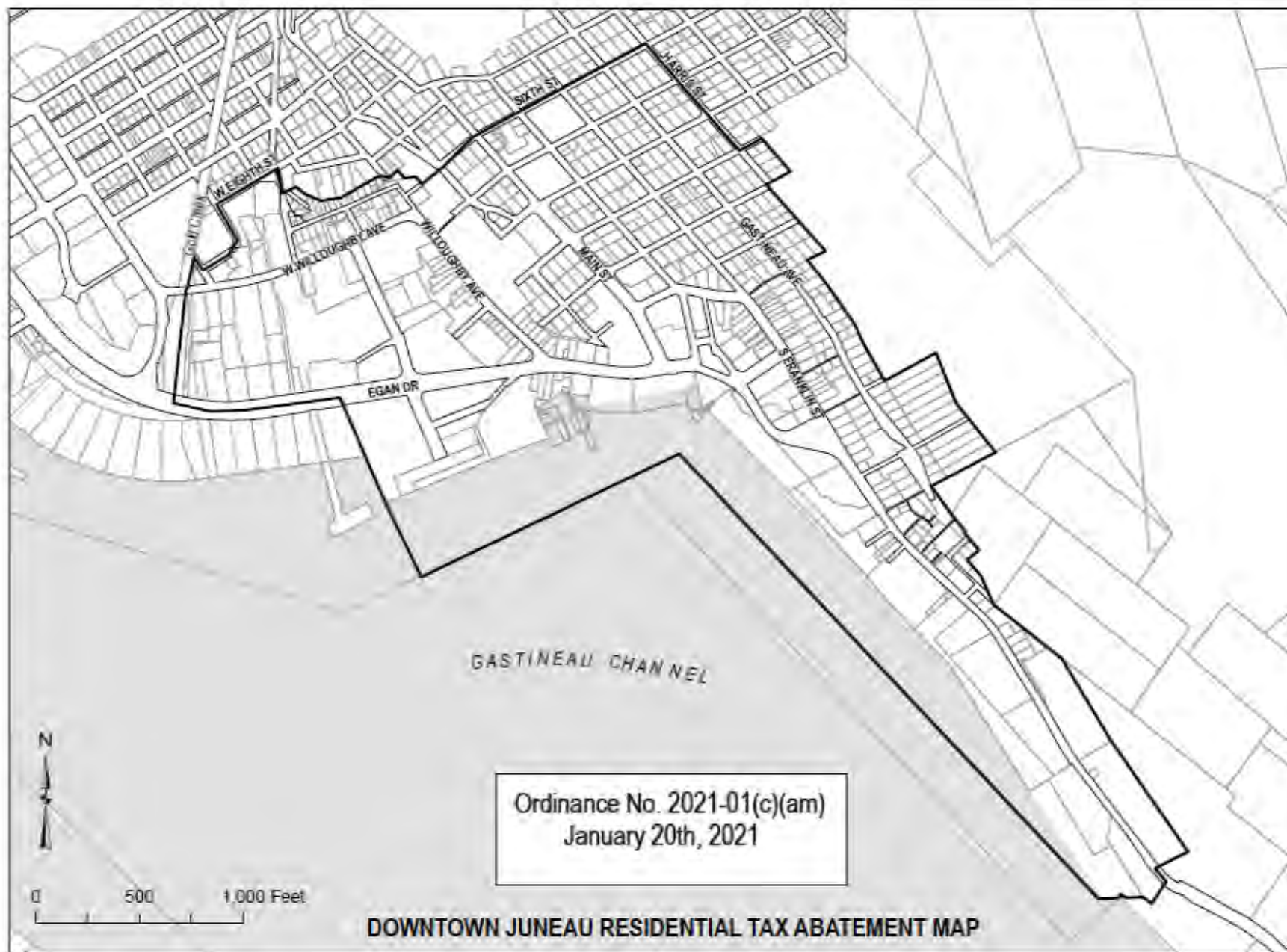


## Appendix C: Score Sheet

Evaluation Criteria	Total Points	Outstanding (16 to 20 points)	Good (12 to 16 points)	Marginal (6 to 12 points)	Unacceptable (0 points)	Subtotal
<b>1. Team Experience</b> <ul style="list-style-type: none"> <li>• Demonstrated experience on projects of similar scope &amp; nature</li> <li>• Established development and/or operating partnerships, including support services</li> <li>• Qualified staff – Developer, Director, Property Manager, Supportive Services</li> <li>• Capacity to maintain/manage project</li> </ul>	20					
<b>2. JAHF Priority and Population Targeting</b> <ul style="list-style-type: none"> <li>• Capital projects to develop housing</li> <li>• Long-term or permanent affordability</li> <li>• Downtown Housing Development</li> </ul>	20					
<b>3. Project Design and Characteristics</b> For Capital projects: <ul style="list-style-type: none"> <li>• Plans stamped by appropriate engineer or architect, or professionally qualified staff on the development team</li> <li>• Energy Efficiency (Alaska Building Energy Efficiency Standard or HUD's Energy Star Home Standard)</li> <li>• Accessibility (Comply with Fair Housing Act and the Americans with Disabilities Act)</li> </ul> Operational Projects: comply with national guidance/best practice	20					
<b>4. Feasibility</b> <ul style="list-style-type: none"> <li>• Ability to secure other financing needed to carry out project</li> <li>• Operational feasibility/long-term financial viability</li> <li>• Reasonable and balanced budget with cost controls</li> </ul>	20					
<b>5. Readiness to Proceed</b> <ul style="list-style-type: none"> <li>• Leveraging/percentage of total cost with commitments</li> <li>• Site ownership</li> <li>• Plans, environmental permitting, estimate complete</li> <li>• Construction/Operation within following fiscal year</li> </ul>	20					
<b>Total</b>	<b>100</b>					

Applicant: \_\_\_\_\_ Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

## Appendix D: Downtown Juneau Residential Tax Abatement Map



Round II Priorities: 1) capital projects to develop housing, 2) long-term or permanent affordability, 3) downtown housing

Development: Juneau Affordable Housing Fund Round 2 Project Summary													
Agency/Project Name	Cost adjustment?	Project Location	Grant or Loan?	JAHF Request	Total Project Cost	Committed Funds	Leveraging % (JAHF funds / total project costs)	Affordable Units (80% AMI or below)	Workforce Units (80% - 120% AMI)	Total Units	Target Population	Use of Funds	Description
New housing construction (Loans)													
Bergmann Hotel		434 Third Street	Loan	\$497,744	\$1,247,744	\$750,000	39.9%	18	0	18	Middle-income housing	Acquisition, construction, Rehabilitation & predevelopment costs	Creation of 16 1-bedroom apartments and 2 efficiency units at 80% AMI (middle-income housing)
Rooftop Properties: Ridgeview		7400 Glacier Highway	Loan	\$1,200,000	\$8,632,000	\$7,432,000	13.9%	5	19	24	Low & middle-income housing	Construction	Construction of 24 units of Workforce Housing. All phases include 444 units
New housing construction (Grants)													
AWARE/Cordova Street Apts	X	201 Cordova Street	Grant	\$298,896	\$1,716,792	\$1,417,896	17.4%	7	0	7	Survivors of domestic violence	Gap financing	7-unit SRO construction using existing structure as base
Housing First/Forget-Me-Not Manor Phase 3		1944 Allen Court	Grant	\$1,050,000	\$3,674,447	\$0* See comments	28.6%	21	0	21	Single adults, seniors, veterans, survivors of domestic violence, adults with medical and mental health needs	Pre-development, construction, and materials	Creation of 21 units of 30% or lower AMI housing; permanently affordable; *Housing First: No funding is committed yet; funding estimates are based on previous projects; information in application packet
THRHA- Kowee Phase 1 Housing		6D0601090020; USS 2135 TR II	Grant	\$500,000	\$12,429,624	\$11,929,624	4.0%	10	0	10	Low-income, senior, or special needs housing	Construction, predevelopment costs	Gap funds for 10 units of single-family housing for purchase
Acquisition of housing													
Jackie Russell; Old Lawson Creek 4-plex		2350 Old Lawson Creek Road	Grant	\$200,000	\$683,312	\$483,312	29.3%	4	0	4	Affordable, low-income, senior, special needs housing	Acquisition	Acquisition of a 4-plex with a covenant making the units affordable for 10 years for Telephone Hill residents
Rehabilitation of housing (already owned by agency)													
Society of Saint Vincent de Paul: Teal Street	X	8617 Teal Street	Grant	\$150,000	\$427,364	\$150,000	35.1%	0	0	0	Affordable, low-income, senior, special needs housing	Rehabilitation of existing housing	Deferred maintenance and rehabilitation
Housing Assistance and Services (Non profit capacity building, supportive services, rent assistance)													
None													
Total Requests				\$3,896,640									
2022 Funds Available				\$2,000,000						Potential # of units		84	

Round I Priorities: 1) capital projects to develop housing, 2) long-term or permanent affordability, 3) downtown housing development

Juneau Affordable Housing Fund Round 2 Project Summary											
Agency/Project Name	Project Location	JAHF Request	Total Project Cost	Committed Funds	Leveraging % (JAHF funds / total project costs)	Affordable Units (80% AMI or below)	Workforce Units (80% - 120% AMI)	Total Units	Target Population	Use of Funds	Description
New housing construction											
AWARE	201 Cordova Street	\$150,000	\$1,530,000	\$625,000	9.80%	7 units @ less than 30% AMI	0	7	low-income/victims of domestic violence	capital grant	7 single room occupancy (SRO) for domestic violence survivors
Gastineau Lodges Apartments	Bulgar Way (downtown)	\$700,000	\$19,339,307	\$0	6.70%	16 units @ 80% AMI	63 units FMR	79	workforce/fair market	predevelopment loan	Downtown multi-family project with 79 units; JAHF loan request for pre-construction activities and to access HUD loan funding
Glory Hall	247 S. Franklin (downtown)	\$350,000	\$2,673,168	\$38,000	13%	7 units @ less than 50%	0	7	low-income/special needs	capital funds	Downtown multi-family project with 7 units (6 efficiencies; 1 1-bedroom)
The Bergmann Hotel (Dave D'Amato)	434 3rd street (downtown)	\$250,000	\$528,256		47%	4 units @ 80%AMI	16	20	workforce housing	predevelopment grant	Redevelopment of downtown property to create 20 unit multi-family project - 4 units at 80% AMI.
Acquisition of housing											
None											
Rehabilitation of housing (already owned by agency)											
St. Vincent de Paul - Channelview	345 Gastineau Avenue (downtown)	\$50,000	\$50,000	0	100%	10 units @ less than 50%; 16 at less than	0	26	low-income/special needs	capital grant	Downtown low-income housing tax credit property; grant funds to repair fire suppression system for the entire building
St. Vincent de Paul - Rehabilitation Project	Teal Street	\$100,000	\$701,900	\$50,000	14.20%			72	low income/senior/supportive housing	capital grant	Grant requested for code compliance/rehabilitation of Teal Street property
Housing Assistance and Services (Non profit capacity building, supportive services, rent assistance)											
None											
Total Requests		\$1,600,000									
2021 Funds Available		\$700,000									

Project Name	Applicant/Sponsor	Developer Type	Project Type	Grant/Loan Request	Funding Request	Recommendation	Average Score	Committee Comments
Cordova Street Apts	AWARE	Non-profit	7 single-room occupancy units for victims of domestic violence at <30% AMI	Grant	\$298,896	\$200,000	86	Additional funding request for project that ranked highly last year/this year; close to full funding and completion. Round 2 award recommendation of \$200K allows total funding request from both years to stay within the \$50,000/per unit program guideline. (7 units, total of \$350K award)
Kowee Phase 1	Tlingit-Haida Regional Housing Authority	Housing authority	10 units of single-family housing	Grant	\$500,000	\$500,000	83.2	Applicant to construct 10 4-bedroom homes for Juneau residents under 80% MFI in the first phase of a planned mixed-income subdivision. Homes would meet a below fair market need and a partnership with Haa Yakaawu Financial Corporation will help low-income families with mortgage loans. Funding would be gap financing to pair with committed HUD and AHFC funds. Some of the funding sources for this project restrict housing to Native Americans.
Ridgeview	Rooftop Properties	For-profit	Creation of 24 total units of workforce housing, 5 units at <80% AMI	Loan	\$1,200,000	\$1,200,000	75.6	First phase (24 units) of a proposed 444 unit mixed-income housing development. CBJ would provide a loan for \$1.2 million which would eventually come back to the CBJ to invest in additional affordable housing projects. A percentage of units would be held affordable for at least ten years or the life of the loan
8617 Teal Street	St. Vincent DePaul	Non-profit	Rehabilitation of permanently affordable housing for extremely low-income residents <30% AMI	Grant	\$150,000	\$100,000	75.2	The applicant executed their last round of funding transparently and provided follow-up to CBJ regarding status at the end of the process. This funding is for deferred maintenance of permanently affordable housing.
Forget-Me-Not Manor Phase 3	Juneau Housing First Collaborative	Non-profit	Creation of 21 units of permanent supportive housing for residents < 30% AMI	Grant	\$1,050,000	\$0	72.4	Applicant has a track record of completing permanent supportive housing projects with CBJ funding with Phase I & II (64 units). Limited funding is committed and funding sources listed in current application are based on previous requests. Applicant should apply next year as additional funding is committed.
Bergmann Hotel	David d'Amato/Brave Enterprises, LLC	For-profit	Creation of 16 1-bedroom units and 2 efficiency units	Loan	\$497,744	\$0	64.2	Applicant seeking to construct 18 units of housing inside the existing Bergmann Hotel. This application scored on the lower end of applications submitted in Round Two. Some concerns raised by the committee include questions about project plans and feasibility of cost estimates. The applicant is encouraged to apply for the Round 3 competition in 2023. The applicant made significant progress between this year and last, and if they apply next year with similar progress this application will score higher.
Old Lawson Creek Fourplex	Jackie Russell	Individual	Acquisition of a fourplex; offered as affordable for 10 years	Grant	\$200,000	\$0	40	The review committee appreciates this as a novel and creative approach to a specific housing situation. However, this project did not score as well as the other applications submitted for this Round of funding. The committee also had concerns with this being a grant request and not a loan request as for-profit entities are only eligible for loans not grants.
					\$3,896,640	\$ 2,000,000		

Recommended for funding  
Not recommend for funding



# ASSEMBLY LANDS HOUSING AND ECONOMIC DEVELOPMENT MINUTES

November 28, 2022 at 5:00 PM

Assembly Chambers/Zoom Webinar



<https://juneau.zoom.us/j/94215342992> or 1-253-215-8782 Webinar ID: 942 1534 2992

**A. CALL TO ORDER** - Chair Hughes-Skandijs called the meeting to order at 5:00 pm.

**B. LAND ACKNOWLEDGEMENT**

**C. ROLL CALL**

**Members Present:** Chair Alicia Hughes-Skandijs, Wade Bryson, Wáahlaal Gíidaak, Christine Woll

**Members Absent:** none

**Liaisons Present:** Chris Mertl, Parks and Recreation

**Liaisons Absent:** Lacey Derr, Docks and Harbors; Mandy Cole, Planning Commission

**Staff Present:** Dan Bleidorn, Lands Manager; Roxie Duckworth, Lands & Resources Specialist; Joseph Meyers, Housing & Land Use Specialist; Rorie Watt, City Manager

**D. APPROVAL OF AGENDA** – approved as presented, no changes

**E. APPROVAL OF MINUTES** – November 7, 2022 Draft Minutes, approved as presented, no changes

**F. AGENDA TOPICS**

**Juneau Affordable Housing Fund – 2022 Funding Recommendations**

Mr. Meyers and Mr. Bleidorn discussed this topic.

Mr. Bryson asked about the Juneau Housing First and the Brave Enterprises requests both seem like worthy projects, if staff could elaborate on why they were not advanced. Mr. Meyers replied that Juneau Housing First had a great application and the amount of funding that they had committed was zero dollars. They provided estimates based on funding that they received in the past for earlier phases, but the issue for the committee for this application was the committed funding. For the Brave Enterprises application, there were some concerns with the depth of the application as we are looking for plans that are more complete and more in depth experience. Mr. Bleidorn added to that, as part of the review committee, they also requested funding last year. This year their application was closer to the point where they ranked higher on our list than it did last year and I think, as they continue to move forward, by next year they might be in a spot where they are going to be ranked higher up on the list.

Mr. Bryson commented that he is on the Juneau Housing First Collaborative Board of Directors but does not believe there is any conflict.

Mr. Mertl commented that he is a paid consultant for the Tlingit-Haida Regional Housing Authority but as a liaison, he is a nonvoting member of this committee and should have not any conflict. He asked what as the difference between the average score between Rooftop and Housing First, if there was any. What was the defining thing that made one rise to the top, and one not quite make it, was there anything more specific? Mr. Meyers replied that the thing that would tip the scales would be the committed funding for the project, and I think that since they are so close, that was one of the things that the review committee saw as rating one higher than another. Mr. Bleidorn added that the fact that Rooftop Properties is going to be a loan request, so that funding will come back to the housing fund where the Housing First application is an early stage grant request, and they are looking to use the city funds to build other sponsors in the future, so it would not be developed quickly.

**Mr. Bryson moved that the Lands, Housing, and Economic Development Committee recommend funding for the four applications, AWARE, Tlingit-Haida Regional Housing Authority, Rooftop Properties LLC, and St. Vincent de Paul, and forward to the Assembly for final approval. Motion passed no objections.**

**Telephone Hill Pending Lease Request**

Mr. Bleidorn discussed this topic. Mr. Watt commented that looking at the intent of the lease with the late breaking news that the Neighborhood Association wants to dissolve itself, we want to keep the same intent. He proposed a new motion, which would start the same as the one at the bottom of packet page twenty-five, "staff request Lands, Housing, and Economic Development Committee provide a motion of support for the City Attorney to draft any legislation necessary that achieves the intent of the attached lease, including the hiring of a property manager and potential of individual leases." We want to achieve the same thing, we understand the Neighborhood Association has different needs and not wanting to be the Neighborhood Association is something that I can appreciate. We do want to achieve our soft landing for the residents on the Hill, and we want to do that in a way that is rational for CBJ. I know Mr. Bleidorn does not have the time to administer seventeen individual leases; therefore, we are going to need to hire a property manager to help us do that, which will be helpful. It will be a bit of a time burden and a cost, but I think that is just the cost of transition to get that property. Depending on how that plays out, it may make sense for us to tender the manager to lease out, or maybe have the property manager facilitate individual leases back to us, or maybe something else and we just do not quite know what the details are yet. The goal would be to maintain the status quo for the residents on the Hill until July 31 and achieve the legislation necessary, so that when the State transfers the property over to us we have the authority to do the things that we need to do.

Mr. Bryson asked if putting out an RFP would be the simplest way to acquire a property manager, or does the city use a property manager for some of our other leases. Mr. Watt replied that normal municipal procurement practice would be to put out an RFP, which can be a slow process, somebody would have to draft the RFP; we would have to advertise it for twenty-one days, and put ads in all the usual media places. I think in this instance, we have a section of the procurement code where we can declare a Class Two Emergency, so something that is not so severe that it is catastrophic, but it is a legitimate reason to wave the normal procurement process. We would work with the Purchasing Officer and find an expedited way to find a property manager that has time to deal with the issue for us and get them under contract.

Mr. Mertl asked if the intent is to still execute this lease or a similar contract that is in the packet and is it of help to provide comments to that now. Mr. Bleidorn replied that the lease is an option but comments for the draft lease in the packet may not be necessary at this point, as it is probably going to change. It will be used as a template to come up with something for individual leases.

**Mr. Bryson moved that the Lands, Housing, and Economic Development Committee provide a motion of support for the City Attorney to draft an ordinance for this lease and any legislation necessary for the City Manager to complete this lease. Motion passed no objections.**

**G. STAFF REPORTS****CBJ Christmas Tree & Firewood Harvesting Policy**

Mr. Bleidorn discussed this item.

Mr. Bryson ask how many citizens participate in free Christmas tree harvesting or firewood harvesting, does the city have any stats on how many people take advantage of this program. Mr. Bleidorn replied that people do not need to tell us when they harvest a Christmas tree; they just go and do it on their own as long as they are following the rules. That being said, probably about six or seven years ago, we had a public outreach event where the city and some forest service reps got together on Douglas, went out, harvested a few Christmas trees with people to show them what to do. There was a handful of people at that event. Mr.

Bryson asked if the city could plan another of those events, perhaps for next year. Mr. Bleidorn replied that could be something to consider in the future.

Mr. Mertl asked if this policy remains unchanged from previous years. He clarified his comment to add that there are several creeks within these cutting areas, and was looking for an update that had additional description about staying out of these riparian zones, and maybe a setback for Fish Creek with two hundred feet. These are sensitive, high-value landscapes, and if we can be a little more prescriptive about them or put some sort of note asking people to stay away and not cut out of riparian areas. Mr. Bleidorn replied that definitely with the next round of amendments to this it would also include updated maps. I think since the last time we have updated it we can get a little more creative with our mapping technology these days. We may also look at updating the dates to allow for tree harvesting the day after Thanksgiving.

**H. STANDING COMMITTEE TOPICS**

LHED Committee Goals – no updates. Chair Hughes-Skandijs commented that the assembly is preparing to go into their retreat and would like to review the goals and keep this item as a standing topic.

**I. COMMITTEE MEMBER / LIAISON COMMENTS AND QUESTIONS – No comments**

**J. NEXT MEETING DATE - December 19, 2022**

**K. SUPPLEMENTAL MATERIAL**

**RED FOLDER ITEM:** Telephone Hill Neighborhood Non-profit Mgmt. Corp. email to CBJ Lands Office

**L. ADJOURNMENT – meeting adjourned at 5:24pm**