



ASSEMBLY LANDS HOUSING AND ECONOMIC DEVELOPMENT AGENDA

May 05, 2025 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

B. LAND ACKNOWLEDGEMENT

We would like to acknowledge that the City and Borough of Juneau is on Tlingit land and wish to honor the indigenous people of this land. For more than ten thousand years, Alaska Native people have been and continue to be integral to the well-being of our community. We are grateful to be in this place, a part of this community, and to honor the culture, traditions, and resilience of the Tlingit people. Gunalchéesh!

C. ROLL CALL

D. APPROVAL OF AGENDA

E. APPROVAL OF MINUTES - March 17, 2025 Draft LHED Minutes

1. March 17, 2025 Draft LHED Minutes

F. AGENDA TOPICS

2. Tlingit and Haida Grant for Floyd Dryden

3. Title 69 Legislation Amendments

This ordinance was introduced at the April 7, 2025 Assembly meeting. This ordinance provides updates to Title 69 regarding hosting platforms such as Turo, Airbnb, VRBO, or others within the City and Borough of Juneau.

4. Privatizing Eaglecrest Operations

5. Request to Purchase CBJ Property located at 2nd Street and Franklin Street

6. BLM Request for Information on Mayflower Island

7. Liscio Douglas Highway Easement Request

8. Community Partner Scope Analysis

G. COMMITTEE MEMBER / LIAISON COMMENTS AND QUESTIONS

- Planning Commission Update
- Docks and Harbors Board Update
- Parks and Recreation Advisory Committee (PRAC) Update

H. STANDING COMMITTEE TOPICS

I. RED FOLDER - Marketplace Facilitator Ordinance Staff Requested marketplace facilitator penalty Amendment v1

9. RED FOLDER - Marketplace Facilitator Ordinance Staff Requested marketplace facilitator penalty Amendment v1

J. NEXT MEETING DATE: June 2, 2025

K. 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, e-mail: city.clerk@juneau.gov.

ASSEMBLY LANDS HOUSING AND ECONOMIC DEVELOPMENT MINUTES

March 17, 2025 at 5:00 PM

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A. CALL TO ORDER

B. LAND ACKNOWLEDGEMENT

We would like to acknowledge that the City and Borough of Juneau is on Tlingit land and wish to honor the indigenous people of this land. For more than ten thousand years, Alaska Native people have been and continue to be integral to the well-being of our community. We are grateful to be in this place, a part of this community, and to honor the culture, traditions, and resilience of the Tlingit people. Gunalchéesh!

C. ROLL CALL

Members Present: Chair Wade Bryson, Paul Kelly, Ella Adkison, Neil Steininger

Members Absent: none

Liaisons Present: Paulette Schirmer, PRAC liaison

Liaisons Absent: Jim Becker, Docks & Harbors Committee liaison; Lacey Derr, Planning Commission liaison

Staff Present: Dan Bleidorn, Lands Manager; Roxie Duckworth, Lands and Resources Specialist, Joseph Meyers, CDD Senior Planner/Housing & Land Use Specialist; Alix Pierce, Tourism Manager; Robert Barr, Deputy City Manager

Members of the Public Present: Liz Perry, Travel Juneau

D. APPROVAL OF AGENDA – approved as presented

E. APPROVAL OF MINUTES 1. February 24, 2025 LHED Draft Minutes – approved as presented

F. AGENDA TOPICS

2. Housing Tracker and Programs Update

Mr. Meyers discussed this topic. Chair Bryson asked about the tracker, he was thinking about it as a digital picture, like a pie chart or graph, to see how many we have processed. Mr. Meyers replied that there isn't a detailed, graphic interface, it is just as listed in the packet, but there is the possibility of making this more user friendly. Chair Bryson followed up to say that something visual might be helpful.

Chair Bryson asked if this is housing tracker is something that CBJ did or was this a topic that they saw that other cities were using to figure out where they were going with their housing, is this something that we did uniquely on our own. Mr. Meyers replied that this was something that was done uniquely through CBJ and he helped develop it in 2022 to keep in order all of the different initiatives that were taking place around the city to address the housing situation.

3. Travel Juneau Update

Ms. Perry discussed this topic and provided a few highlights for work Travel Juneau did for FY24, including their financial position, with a couple of items to point out in the memo. Travel Juneau is able to announce that in May, we will be hosting Pati Jinich, the host of Pati's Mexican table on PBS. Ms. Jinich was in Juneau to do some video work for this new series, and will be in Juneau to appear with us at the premiere of the 1st episode for the entire series. She's basically going from the top of the world in Utqiagvik all the way down through South America and she was interested in different ways of showing food in these different locations. You'll be seeing more information as soon as the plans are gelled for her visit. We are happy to be part of that big project. Also happy to let you know that, as of today, there are quite a few more registrations for Aukeman Triathlon. They are well ahead of their pace from this time last year and could hit the 200 attendee mark that they had wanted to hit in 2024 in 2025. We have been working with them to do the promotion, set them up for success, and help them grow that event incrementally as their board sees fit. The other piece that I wanted to point out is that we continue to focus on bringing groups and small groups into Juneau through our event group sales department, and have increased the number of meetings and the economic impact associated with those meetings for the near future. We are booking well into 2027, and finding it's a bit of a (good) challenge find places for

everyone that wants to come to Juneau, including space at Centennial Hall. We continue to work with planners, the week of March 6th I hosted a planner who would like to start putting Juneau on a regular rotation. I spent about a day and a half, showing her all of the facilities and hotels in town.

Ms. Adkison asked about the air and AMHS FY24 arrivals in the report, and assumed that's all total arrivals or are you able to separate out visitors versus locals. Ms. Perry confirmed those are all arrivals. We are working with Placer AI, and leaning that platform, and be able to parse out more strategically who is a resident and who is a visitor and will be able to provide the Assembly with that data soon.

Chair Bryson commented that he had a discussion with Ms. Pierce and Mr. Bleidorn regarding the crossing guards and asked Ms. Pierce to address the committee on that discussion. Ms. Pierce noted that the conversation was concerning Travel Juneau's MOA with the City. Updates from Travel Juneau, such as those at this meeting, are the result of the MOA that we have for funding, and as the staff liaison to the Travel Juneau board, she has heard from the board that there's a little bit of concern between the community NGOs over whose lane is what lane and whether something is a Travel Juneau, JEDC, a DBA task, or a Chamber, even though they're not funded by the city. I think there's some confusion and concern there, particularly from Travel Juneau's board. One of the things that Ms. Perry and I had discussed as a possibility, and I think I've discussed it with a few of you as well, is the opportunity to have a facilitated planning session where we determine who should be putting their energy where. We spend precious city dollars on most of these organizations, I think the Crossing Guard reference was that JEDC actually bid on Travel Juneau's Crossing Guard RFP, which to me, brings some concerns about whose scope is what given that both of those organizations are funded by the city. Not to say that JEDC wouldn't do a good job with crossing guards, but is that their core mission and how do we define what the missions of these organizations are when we're at such a tentative and important time in our economy. I think it's critical that we make sure that everybody's pulling together in the same direction rather than competing for resources. Chair Bryson commented that the crossing guards was a great example, we've had other examples of entities wanting to do an economic study for us, so helping these organizations stay in their lane is going to make them more effective, and it could be more efficient for our budget if we don't have an entity trying to go and do something that we've decided that somebody else could potentially have as their responsibility.

Mr. Kelly said that as a liaison and hearing some of these same concerns raised by Travel Juneau board members, he thinks this is a good idea, and was wondering when we're thinking we might do this, maybe a joint meeting or what were you thinking about? Ms. Pierce replied that she meant to send in a motion for this meeting that the committee would direct the staff through the manager, to come forward with a plan for how this would work, whether it's done in-house, or we hire a consultant, this would be something that we would scope and would happen as either an internal effort or contracted service, then we would come back to the assembly with the results and recommendations.

Mr. Steininger asked about the timing piece, it seems like this in terms of determining lanes or what the different organizations are doing, fits well within our discussion of how much money goes into the budget to these organizations and was wondering what you're proposing is achievable in the timeframe between now and when we get the managers budget to start having that discussion next month. Will we be able to have those conversations with each of these grantees to get a more refined idea of how the different grants that we put out work together. Ms. Pierce replied that we can do some initial scoping and maybe provide some initial guidance without having to put a lot of effort because we didn't have direction to do so with this topic. I'd like to be a little more careful about what this project looks like, and make sure that we're doing it well and correctly. That's not to say that we can't at least provide a framework for the discussion at budget time. Chair Bryson replied that what Ms. Pierce just said was perfect because that's what he thought we could do, set up framework on how would we determine

whose lane is whose and which topic ends where. We could do some of that preliminary work before we talk about bringing in outside consultant, get some legwork done, and then we know what we're looking at, how many different tasks that are sometimes being duplicated by 2 or more groups. He was hoping to have that discussion here at the LHED Committee for at least one more time before making progress.

Ms. Adkison moved that the LHED Committee direct staff to evaluate the MOAs of Travel Juneau, JEDC, and other like entities, and bring it back to LHED Committee at a later date, and asked for unanimous consent. Motion passed unanimously.

4. **Future use of the former Floyd Dryden Middle School for Childcare**

Mr. Bleidorn discussed this topic. Ms. Adkison asked to clarify the 60,000 square feet, is that the usable space in Floyd Dryden and the playground area that Tlingit and Haida also requested. Mr. Bleidorn replied that it's 100% of the available indoor space. It's actually 59,675 square feet and rounded up to roughly 60,000. The outdoor space will be part of the grounds, it's not included in the square footage inside the facilities, but would be included in those negotiations, and also the final terms and conditions.

Ms. Schirmer asked if this is taking into consideration that UAS is backing out of their use of this facility. Mr. Bleidorn confirmed that it does and that UAS does not have the authority within the UA system to lease this space, and their application hasn't been moving forward.

Chair Bryson asked if we approach Tlingit and Haida to see if they were interested in the entire space, was this our request to them? Mr. Bleidorn replied that we asked them if they were interested in the entire space, and as we began to negotiate, they determined that they could fill that space and utilize it for programs that would go along with their previously stated uses in that building.

Mr. Steininger noted that in the memo there is a counteroffer from Tlingit and Haida on the lease cost, bringing it down from \$1.97, a sq. ft. to \$1.79. Can you speak to how that difference, which I understand to be unexpected maintenance costs, how we calculate and determine that 18 cents a sq. ft., what the repercussions of not having that income would be. Mr. Bleidorn replied that on page 33 of the packet there's a cost breakdown of the expected costs for the sq. ft. of this building, in that was that contingency at 10%. They've requested that for the 1st 5-year term for that be removed. If this moves forward, and as time goes on, there'll be opportunities to renegotiate the rate every 5 years. Mr. Steininger followed up to ask if the 10% is a blanket assumption, there's no survey of the building's condition, or anything that went into that amount, correct? Mr. Bleidorn replied that we came up with that number to try to make sure that we had enough revenue coming in to continue to maintain the building as an asset in our land portfolio. This request is for the 1st 5 years, and when you first move a program into a facility like this, there's going to be more upfront costs. It seems reasonable to think about that as a long term goal. As part of the negotiations with the applicant, we had discussed removing that, and thus we are asking to receive direction from this committee.

Ms. Adkison asked what the cost for operating and maintaining the facility for CBJ would be if we were to accept this as it stands now, what are we're paying every year to heat and operate it versus if Tlingit and Haida were to take it over, what the cost difference would be. Mr. Bleidorn noted on page 33 of the packet, the city would be paying the same amount per square footage that any lessee in the building would pay. So if you take 100% of the square footage and say that 0% of it is leased out, then that chart would show that the entirety of the expenses would be CBJ. As for each percent that we take away and lease out, that would be a direct correlation to decrease in costs to the city. If the city plans on retaining some of the space, regardless of who leases it, that would be the base that the city pays, and then any unleased space on top of that would be an expense to the city. Chair Bryson added that the way it had been explained to him was that it costs us a \$1.79 a sq. ft. to maintain Floyd Dryden right now.

Mr. Kelly was thinking about the potential discount of additional capacity for childcare that this would provide coming back to the community, has Tlingit and Haida indicated how much additional childcare they'd be able to provide by using an additional 3rd of the building. Mr. Bleidorn replied that they did provide that information, and that there was a red folder item from the applicant. Mr. Barr added that their plans are tentative, but they've preliminarily indicated that they're planning on the other 3rd of the school being used for after-school activities for middle school kids. So still using two-thirds for childcare.

Ms. Adkison moved that the LHED Committee direct the City Manager and Attorney to draft an ordinance for introduction authorizing the lease of up to 60,000 square feet of Floyd Dryden to the Tlingit and Haida Early Education and asked for unanimous consent. Motion passed.

Ms. Kelly moved that the LHED Committee direct the City Manager to draft an ordinance authorizing an Assembly grant to Tlingit and Haida Early Education for the purposes of tenant improvements, to be issued concurrently with any potential lease and asked for unanimous consent. Motion passed.

Chair Bryson asked about Mr. Kelly's motion in that it did not include a dollar figure, is that something that we're going to discuss to come up with that potential? Mr. Barr replied that if the committee is interested in giving staff direction around a specific dollar figure that would be helpful in the absence of that direction, we will assume it is the committee's intent to, as indicated in the memo, to fully fund tenant improvements, as Tlingit and Haida has requested.

Mr. Kelly offered to make a Motion of Reconsideration and moved for Immediate Reconsideration for the Second Motion. Ms. Adkison objected to this motion and commented that we are going to have a lot of time to discuss this, but as it is right now, I'm supportive of the motion that we did just adopt, and would like to move forward with what we have already adopted. Chair Bryson commented that this motion should have given at least a little bit of direction, maybe a couple of financial options. We're moving in the right direction and could do another motion that just says we're including a couple of dollar figures, a couple of levels of funding for that previous motion, that is an option that could be available to us. Mr. Steininger objected and noted that it would be more useful to see a couple of dollar options when staff come back to the assembly.

Mr. Kelly made a Motion of Reconsideration: Two (2) Yays, Two (2) Nays, motion fails.

- Mr. Steininger – Yes
- Ms. Adkison – No
- Chair Bryson – No
- Mr. Kelly – Yes

Chair Bryson handed the gavel and the Chair to Ms. Adkison and then moved that staff bring back a few financial options, what it would be if the city 100% covered the leasehold improvements and what it would look like if the city covered 75% or 50% of the leasehold improvements. Mr. Bryson's motion is, for when this information comes back to us that it has dollar figures attached, so we know what we could be saying yes or no to. Motion passes unanimously.

G. STAFF REPORTS

5. Lands, Housing, and Economic Development Committee 2025 Goals

Mr. Bleidorn noted that he and Chair Bryson met earlier to begin discussing the Assembly goals and how they could fit into this committee's agenda over the next year, and wanted to supply these goals to this committee in hopes that you would review them between now and our next meeting. Then we need to determine which of the goals this committee would like to take ownership of and that we can see some

focus on over the next year. Between now and the next meeting Chair Bryson and I will meet to discuss these goals and come forward with some ideas. We want to keep the committee looking at them in order to make sure that we are providing the direction to this committee that you need. Chair Bryson noted that one of the things that had come about is that on the last year's Assembly Goals the LHED committee was only mentioned one time as attached to the goals, and as we see how the LHED committee could be more effective towards the goals and maybe help with our direction.

Mr. Kelly asked for clarification, is it the intent to meet with staff to discuss what goals we'd be prioritizing? Chair Bryson replied that he thought we'd try to put a package together to bring to LHED, so that we could have it as part of the discussion. Mr. Bleidorn and I will see what all the possibilities are, and then we, as a committee, can then determine which ones we want to tackle.

6. Pederson Hill Verbal Update

Mr. Bleidorn informed the committee that he had a meeting last week with Tlingit and Haida Regional Housing Authority, they purchased a piece of Peterson Hill from CBJ in October of 2023, and wanted to add that they've received some good news with their permitting both at the city and the Corps of Engineers levels. They're beginning to order things, such as sewer and water pipes, and they're going to begin Phase 1B this season, it's full steam ahead for them, they're making great progress. There was conditions associated with that sale that they have to have certificates of occupancy for both phases stepping up over time, basically over the next 9 years. It looks like they're well on track to meet their 1st round of requirements, and I just want to share that news with this committee. The remaining parcels that the city owns, Lands working with the Engineering and Public Works department, and we have a contractor on board to give us some site design and development diagrams of the next phase, which would involve an additional road access to the highway based on fire code and safety. I just wanted to let the committee know that we're actively working on that, Peterson Hill moving forward on 2 fronts, both with the piece that the assembly disposed of, and with the designing of the future phases of the remaining property.

H. COMMITTEE MEMBER / LIAISON COMMENTS AND QUESTIONS

- Planning Commission – no update
- Docks and Harbors Board – no update
- Parks and Recreation Advisory Committee (PRAC) – liaison Schirmer noted that they had a great discussion on the Jackie Renninger park renovations and got to see the new plans, they are awesome. They had conversations regarding maintenance at the Diamond Park facility, Adair Kennedy and Trail Mix provided their 2025 season outlook. Chair Bryson asked if they will include lighting at the Jackie Renninger park. Ms. Schirmer replied that there is going to be plenty of lighting.

Mr. Bleidorn noted that in attendance were two students from Mr. Knight's U.S. Government class. Mr. Kelly noted that Mr. Bleidorn reached a milestone with CBJ, he has been employed for 15 years.

I. STANDING COMMITTEE TOPICS – no update

J. NEXT MEETING DATE - April 14, 2025

K. RED FOLDER - CCTHITA Request to Lease Floyd Dryden School

7. RED FOLDER - CCTHITA Request to Lease Floyd Dryden School

L. ADJOURNMENT – 5:45pm



City and Borough of Juneau
City & Borough Manager's Office
155 Heritage Way
Juneau, Alaska 99801
Telephone: 586-5240 | Facsimile: 586-5385

TO: Chair Bryson & Assembly Lands, Housing, and Economic Development Committee
DATE: May 5, 2025
FROM: Robert Barr, Deputy City Manager
RE: Floyd Dryden

At the March 17 LHED meeting, the committee provided direction to proceed with a lease to Tlingit & Haida (T&H) for use of Floyd Dryden. That lease is scheduled to be introduced at the 5/19 Regular Assembly meeting.

Additionally, T&H has requested financial support to construct tenant improvements inside of Floyd Dryden, in order to make the space appropriate and licensable for childcare. Their cost estimate for this work is \$1M. If the LHED + Assembly decide to proceed with financial support, staff recommend this come in the form of a grant. Funding source options include General Fund or the MD/FD Deferred Maintenance CIP. If the LHED + Assembly decide not to offer a grant or to offer a partial grant, an alternative option could be for CBJ to provide the funding upfront and in return increase the lease rate to cover the costs over the term of the lease. The current lease rate has been negotiated to be around \$2/sf and is based on building operating costs.

The remainder of this memo is from T&H, outlining what three different grant options enable:

- ***\$500K grant:*** This funding level would allow us to address immediate safety and accessibility requirements, including ADA-compliant restrooms near Classroom 205, restroom modifications for young children, basic security access controls, targeted repairs, and deep cleaning. However, it would not provide the comprehensive upgrades needed for a fully functional early education environment.
- ***\$750K grant:*** This increased funding would allow us to build upon the core upgrades with features enhancing comfort and daily functionality, such as a washer and dryer, select carpet upgrades, additional cosmetic work, and basic safety measures in the indoor play area. Nevertheless, critical elements for a fully operational and safe early education facility would still be lacking.
- A full ***\$1 million grant*** is essential to bring the entire plan to life and create a truly safe, welcoming, and fully functional learning space for the families we serve. This comprehensive funding level would cover all necessary upgrades, including:
 - New exterior doors in all sleeping rooms for enhanced safety
 - Complete ADA and restroom upgrades throughout the facility
 - Comprehensive paint and finish repairs across all classrooms
 - Flooring improvements as needed to create appropriate learning environments
 - Thorough cleaning of all spaces to ensure a healthy environment
 - Comprehensive security access controls throughout the facility
 - Full sprinkler and lighting protection in all indoor play areas

- *Washer and dryer installation to support the daily operational needs of an early education program*

In conclusion, while we are grateful for any level of support, only the full \$1 million grant will equip the Tribe with a facility that is truly ready and fully capable of delivering crucial early education services to our community.

Recommendation

Discuss and forward a recommendation to the Assembly Finance Committee for inclusion in your FY26 budget process.



City and Borough of Juneau
City & Borough Manager's Office
155 Heritage Way
Juneau, Alaska 99801
Telephone: 586-5240 | Facsimile: 586-5385

TO: Chair Bryson & Assembly Lands, Housing, and Economic Development Committee
DATE: May 5, 2025
FROM: Robert Barr, Deputy City Manager
RE: Title 69 legislation amendments

At the April 7th Assembly meeting, legislation changing Title 69 was introduced and referred to LHED. This legislation came out of a recommendation from the Short-Term Rental Task Force (STRTF) that would:

1. Require marketplace facilitators collect and remit sales taxes on behalf businesses that sell or rent property, products, or services within the borough;
2. Exempts businesses who operate their business exclusively through a marketplace facilitator from collecting and remitting sales taxes so long as the marketplace facilitator is in fact doing so; and
3. Requires hosting platforms include the operator's registration permit number on the hosting platform's website.

Two recommended amendments are before the committee, one from the STRTF and a second from staff. The STRTF amendment would simplify the penalty for failing to register a STR property at \$100 per day, rather than \$100 per day or the amount of the gross daily rate last advertised for the rental, whichever is greater.

The staff amendment would shift responsibility for ensuring registration permit numbers are posted on STR platforms from the platform to the owner/operator. It would further require the platform provide monthly reports of all existing Juneau-based STRs and their permit numbers to CBJ staff, for permit compliance review.

Recommendation

Discuss and concur or change the two amendments and forward Ordinance 2025-23, with amendment recommendations, to the full Assembly for public hearing.

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Presented by: The Manager
Presented: 04/07/2025
Drafted by: Law Department

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2025-23

**An Ordinance Amending the City and Borough Title 69 Code Relating to
Hosting Platforms.**

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

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

Section 2. Amendment of Chapter. Chapter 69.05, Uniform Sales Tax, is amended as follows:

Chapter 69.07 UNIFORM SALES TAX

69.05.010 Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alcoholic beverage means, but is not limited to, beer, wine, distilled spirits, and all other spirituous, vinous, malt, and other fermented or distilled liquors intended for human consumption and containing more than one-half of one percent alcohol by volume for which a license or permit for its sale or barter is required by AS title 04.

Buyer, consumer and person means, without limiting the scope thereof, every individual, receiver, assignee, trustee in bankruptcy, trust estate, firm, copartnership, joint venture, club,

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company, business trust, corporation, association, society, or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit, or otherwise.

Digital network has the same meaning as in AS 28.23.180: any online-enabled application, software, website, or system offered or used by a transportation network company that enables the prearrangement of rides with transportation network company drivers.

Federally recognized Indian tribe means an Indian or Alaska Native tribe, band, nation, pueblo, village, or community that the Secretary of the Interior has acknowledged to exist as an Indian tribe pursuant to the Federally Recognized Indian Tribe List Act of 1994, Public Law 103-454, 25 U.S.C. 479a.

Gross income means total annual compensation, earned and unearned, taxable and nontaxable, for the calendar year prior to the rebate year, including, but not limited to, wages, interest, dividends, rents, royalties, alimony, pensions, annuities, gains derived from dealings in property, etc. Losses are not considered income for purposes of this definition.

Marijuana means all parts of the plant of the genus cannabis whether growing or not, the seeds thereof, the resin extracted from any part of the plant, and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or its resin, including marijuana concentrate; "marijuana" does not include fiber produced from the stalks, oil, or cake made from the seeds of the plant, sterilized seed of the plant which is incapable of germination, or the weight of any other ingredient combined with marijuana to prepare topical or oral administration, food, drink, or other products.

Marijuana products means concentrated marijuana products and marijuana products that are comprised of marijuana and other ingredients and are intended for use or consumption, such as, but not limited to, edible products, ointments, and tinctures.

Marketplace facilitator means a person or entity, including transportation network companies and hosting platforms, that contracts with sellers to facilitate for consideration, regardless of whether deducted as fees from the transaction, the sale or rental of the seller's property, product, or services through a physical or electronic marketplace operated by the person, and engages:

(a) Directly or indirectly, through one or more affiliated persons, in any of the following:

- (1) Transmitting or otherwise communicating the offer or acceptance between the buyer and seller;
- (2) Owning or operating the infrastructure, electronic or physical, or technology that brings buyers and sellers together;
- (3) Providing a virtual currency that buyers are allowed or required to use to purchase products from the seller; or
- (4) Software development or research and development activities related to any of the activities described in (b) of this subsection (3), if such activities are directly related to a physical or electronic marketplace operated by the person or an affiliated person; and

(b) In any of the following activities with respect to the seller's products:

- (1) Payment processing services;
- (2) Fulfillment or storage services;
- (3) Listing products for sale;
- (4) Setting prices;
- (5) Branding sales as those of the marketplace facilitator;

- (6) Order taking;
- (7) Advertising or promotion; or
- (8) Providing customer service or accepting or assisting with returns or exchanges.

Point of delivery means the location at which the property or a product is delivered or service performed. For products and services delivered or transferred electronically, point of delivery is the billing address of the buyer or consumer.

Receive means, for the purposes of point of delivery under CBJ 69.05.020:

- (1) Taking possession of personal property or goods;
- (2) Making first use of services;
- (3) Taking possession or making first use of digital goods, whichever comes first.

The term "receive" does not include temporary possession by a shipping company on behalf of the buyer or consumer.

Retail sale means any sale of real or tangible personal property, including barter, credit, installment, and conditional sales, for any purpose other than resale in the regular course of business. The delivery of property in the City and Borough by a seller whose principal place of business is outside the City and Borough to a buyer or consumer is a retail sale made within the City and Borough if such retailer maintains any office, distribution, or sales house, warehouse, or any other place of business, or solicits business or receives orders through any agent, salesman, or other type of representation within the City and Borough.

Sale for resale means the sale of tangible personal property to a buyer whose principal business is the resale of the property, whether in the same or an altered form.

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Seller means every person making sales to a buyer or consumer, renting property, or performing services for consideration.

Selling price and *price* mean the consideration, whether money, credit, rights or other property, expressed in terms of money, paid, given, or delivered by a buyer to a seller all without any deduction on account of the cost of property sold, the cost of materials used, labor costs, interest, discount, delivery costs, taxes, or any other expenses whatsoever paid or accrued, and without any deduction on account of losses.

Services means all services of every manner and description that are performed or furnished for consideration whether in conjunction with the sale of goods or not, but does not include services rendered by an employee to an employer.

Transportation network company has the same meaning as in AS 28.23.180: a corporation, partnership, sole proprietorship, or other entity that uses a digital network to connect transportation network company riders to transportation network company drivers who provide prearranged rides; a transportation network company may not be considered to control, direct, or manage the personal vehicles or transportation network company drivers that connect to the transportation network company's digital network, except where agreed to by written contract.

Transportation network company driver has the same meaning as in AS 28.23.180: an individual who:

- (a) Receives connections to potential passengers and related services from a transportation network company in exchange for payment of a fee to the transportation network company; and

(b) Uses a personal vehicle to offer or provide a prearranged ride to riders upon connection through a digital network controlled by a transportation network company in return for compensation or payment of a fee.

(CBJ Code 1970, § 69.10.010; Serial No. 70-26, § 3, 1970; Serial No. 83-66, § 3, 1983; Serial No. 84-46, § 2, 1984; Serial No. 85-44, § 2, 1985; Serial No. 98-12, § 2, 1998; Serial No. 2008-40, § 2, 12-19-2008, eff. 2-1-2009; Serial No. 2016-17, § 2, 5-23-2016; Serial No. 2016-20, § 2, 7-11-2016, eff. 1-1-2017; Serial No. 2018-38(b)(am), § 2, 9-17-2018, eff. 10-18-2018; Serial No. 2021-30, § 2, 9-13-2021, eff. 10-14-2021)

Cross reference— Definitions generally, CBJ Code § 01.15.010.

69.05.020 Imposition of rate.

- (a) There shall be levied and collected a tax equal to the percentage of the selling price on retail sales and rentals made and services performed within the City and Borough as follows:
- (1) Within the entire City and Borough: One percent.
 - (2) Within the entire City and Borough, an additional three percent.
 - (3) Effective October 1, 2023 within the entire City and Borough, an additional one percent.
 - (4) Subsection (a)(3) of this section shall be automatically repealed on September 30, 2028.
- (b) If parts of a sale, service or rental, or a combination thereof, occur both inside and outside the City and Borough, or occur over a period of time during which two different tax rates apply, the tax shall be the highest rate applicable to any part of the sales, service, or rental and shall be applied to the price of the entire transaction; provided, if

the invoice of the transaction separates and prices the various parts of the transaction in accordance with the location of the parts of the transaction, or the time of the transaction, the different sales tax rates applicable to the separate parts of the transaction shall be applied, but only if each such part of the transaction is a sale, service, or rental which may be made and is regularly offered on a separate basis by the seller or marketplace facilitator. The taxability of a sale of goods is determined by the point of delivery of the tangible personal property. The taxability of a service is determined by the location where the service performed is received. The taxability of a rental made is determined by the place where the rental property is located.

- (c) Subsection (a)(2) and this subsection (c) are automatically repealed on July 1, 2027.
- (d) In addition to the tax levied and collected under subsection (a) of this section, there shall be levied and collected a tax equal to three percent of the selling price on the retail sale of alcoholic beverages sold within the City and Borough.
- (e) In addition to the tax levied and collected under subsection (a), there shall be levied and collected a tax equal to three percent of the selling price on the retail sale of marijuana and marijuana products sold within the City and Borough.

(Serial No. 83-66, § 4, 1983; Serial No. 84-46, § 3, 1984; Serial No. 85-44, § 3, 1985; Serial No. 87-32am, § 2, 1987; Serial No. 90-26, §§ 2, 3, 1990; Serial No. 95-28, §§ 2, 3, 1995; Serial No. 96-33, §§ 2, 3, 1996; Serial No. 98-36, § 2, 1998; Serial No. 2000-29, § 2, 8-7-2000; Serial No. 2000-30, §§ 2, 3, 8-7-00; Serial No. 2005-25(am), § 2, 8-25-2005; Serial No. 2006-28(b), §§ 2, 3, 10-3-2006; Serial No. 2007-46(b), § 2, 8-6-2007; Serial No. 2011-17, § 2, 8-8-2011, eff. 7-1-2012; Serial No. 2012-32, § 2, 8-13-2012, eff. 10-1-2013; Serial No. 2016-20, § 3, 7-11-2016, eff. 1-1-2017; Serial No. 2016-19, § 2, 7-11-2016, eff. 7-1-2017; Serial No. 2017-22(am), § 2, 8-21-2017,

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2 eff. 10-1-2018; Serial No. 2021-30, § 3, 9-13-2021, eff. 10-14-2021; Serial No. 2021-17, § 2, 6-14-
3 2021, eff. 7-1-2022; Serial No. 2022-34, 8-1-2022, eff. 10-1-2023)

4 **State Law reference**— Authority to impose taxes on alcoholic beverages, AS 04.21.010(c)(2),
5 (3).

6 **69.05.030 Collection.**

7
8 (a) Unless authorized by the manager under subsection (b) of this section to include the tax
9 in the selling price, sellers and marketplace facilitators, ~~and transportation network~~
10 ~~companies on behalf of transportation network company drivers~~, shall add the tax levied
11 in this chapter to the selling price, rent, or service charge in accordance with a schedule
12 promulgated by the manager, on file in the sales tax office.

13 (b) The sales tax may be included in the selling price of sales made through coin-operated
14 devices, sales of food and beverages at concession stands and other places with high
15 customer volume, metered sales where the sales price is computed by the metering
16 device, admissions and other taxable sales where the manager determines buyer and
17 seller convenience would be substantially enhanced, upon specific written authorization
18 from and under terms and conditions required by the manager.

19
20 (Serial No. 83-66, § 5, 1983; Serial No. 2018-38(b)(am), § 3, 9-17-2018, eff. 10-18-2018)

21 ***

22 **69.05.060 Seller to add tax to selling price.**

23 Every seller or marketplace facilitator collecting and remitting tax on behalf of a seller ~~and~~
24 ~~transportation network company collecting and remitting sales tax on behalf of transportation~~
25 ~~network company drivers~~ shall add the amount of the tax levied by this chapter to the total
selling price, and the tax shall be stated separately on any sales receipts or slips, rent receipts,

charge tickets, invoices, statements of account, or other tangible evidence of sale unless the sales tax is permitted to be included in the selling price under subsection 69.05.030(b). (CBJ Code 1970, § 69.10.060; Serial No. 70-26, § 3, 1970; Serial No. 83-66, § 8, 1983; Serial No. 2018-38(b)(am), § 4, 9-17-2018, eff. 10-18-2018)

69.05.062 Monthly remittance of estimated sales tax.

- (a) *Monthly deposit report.* Every person making sales, rentals, or performing services within the City and Borough, including marketplace facilitators on behalf of sellers ~~transportation network companies on behalf of transportation network company drivers~~, who incurs sales tax liability or a combined sales tax and hotel-motel tax liability, as levied under chapter 69.05 or chapter 69.07, of \$1,000.00 or more in the month shall, on or before the 15th day of the month following the month in which the tax liability was incurred, complete a monthly deposit report declaring estimated sales tax liability and, if applicable, hotel-motel tax liability, for the month and transmit the report to the City and Borough. If the 15th day is a Saturday, Sunday, or federal, state, or City and Borough holiday, the due date will be extended until the next business day. The United States Postal Service postmark shall determine the date of filing for mailed reports.
- (b) *Amount of monthly remittance.* At the time of transmitting the monthly deposit report, the seller or marketplace facilitator on behalf of sellers ~~transportation network company~~ ~~on behalf of a transportation network company driver~~ shall remit to the City and Borough the total estimated amount of sales tax and, if applicable, hotel-motel tax, due for the month for which the deposit report is filed.
- (c) *Penalties.* A late filing penalty of \$25.00 shall be added to all late-filed monthly deposit reports. In addition, late payment penalties will be assessed on monthly tax deposits

when the seller or marketplace facilitator responsible for collecting and remitting sales tax on behalf of a seller ~~the transportation network company responsible for collecting and remitting sales tax on behalf of a transportation network company driver~~ fails to remit at least 80 percent of the total monthly sales tax and hotel-motel tax deposit due on or before the 15th day of the month following the month for which the deposit is required. The late payment penalty will be equal to one percent per month or fraction thereof of the total delinquent monthly deposit balance due. The delinquent amount shall be the difference between the total tax deposit due for the month and the amount of the deposit remitted by the seller or marketplace facilitator on behalf of a seller ~~transportation network company on behalf of a transportation network company driver~~. The delinquent monthly payment penalty will be assessed on the 16th day of each month or fraction of a month from the date of delinquency to the date of total payment or the due date of the sales tax return covering the monthly payment period, whichever is earlier.

- (d) *Filing period adjustments.* In addition to the monthly deposit and reporting requirements set forth in subsections (a) and (b) of this section, sellers or marketplace facilitators on behalf of sellers ~~transportation network companies on behalf of a transportation network company driver~~ are required to file period returns and remit the remaining unpaid sales tax due as required in subsection 69.05.070(a) or subsection 69.05.100(c). If the sales tax due and payable by the seller or marketplace facilitator on behalf of a seller ~~transportation network company on behalf of a transportation network company driver~~, as required in section 69.05.070, is less than the total amount of the monthly sales tax deposits remitted to the City and Borough

during that filing period, the excess balance will be applied to the seller's or marketplace facilitator's next monthly sales tax deposit, unless the seller or marketplace facilitator elects in writing to have the balance refunded.

(e) Any seller who operates their business exclusively through a marketplace facilitator is not responsible for collecting or remitting any sales tax under this chapter, provided that the sales tax is being collected and remitted by the marketplace facilitator on their behalf.

(Serial No. 91-34am, § 2, 1991; Serial No. 2018-38(b)(am), § 5, 9-17-2018, eff. 10-18-2018)

69.05.070 Periodic returns, penalties, and interest for delinquency.

(a) Every person and marketplace facilitator making or facilitating sales, rentals, or performing services within the City and Borough, ~~and transportation network companies on behalf of transportation network company drivers,~~ shall on or before the last day of the month, unless the last day of the month is a Saturday, Sunday, or federal, state, or City and Borough holiday in which case the due date will be extended until the next business day, immediately following the end of each filing period complete a return for the required filing period setting forth the total amount of all sales, rentals and services, regardless of whether such transactions are taxable or nontaxable, the amount of sales tax due, and such other information as the City and Borough may require, and sign and deliver or mail the return to the City and Borough Manager. Periodic returns shall be filed for the calendar quarters ending on March 31, June 30, September 30, and December 31, unless the seller or marketplace facilitator on behalf of a seller ~~transportation network company on behalf of a transportation network company driver~~ is allowed or directed by the City and Borough manager to

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2 file for a different time period as authorized in this section and section 69.05.100. A
3 seller, other than a governmental agency, making only exempt sales may be allowed,
4 upon written request to the City and Borough treasurer or the manager, to file returns
5 for periods which vary from the standard calendar quarter and which cover time
6 periods up to one year.

7
8 (b) The tax levied under this chapter, whether or not collected from the buyer, except for
9 credit transactions covered in subsection (c) of this section, must be remitted by the
10 seller or marketplace facilitator on behalf of a seller ~~transportation network company~~
11 ~~on behalf of a transportation network company driver~~ to the City and Borough at the
12 time of transmitting the return, and if not so remitted or if the return is not timely
13 filed, such tax is delinquent. A late filing penalty of \$25.00 shall be added to all late
14 returns. The postmark shall determine the date of filing mailed returns. In addition, a
15 late payment penalty of five percent per month or any fraction thereof, until a total
16 late payment penalty of 25 percent has accrued shall be added to all returns until such
17 tax, penalty, and interest thereon have been paid. Such penalty shall be assessed and
18 collected in the same manner as the tax is assessed and collected. In addition to these
19 penalties, interest on the delinquent tax from the due date until paid shall accrue and
20 be collected in the same manner the delinquent tax is collected. The annual interest
21 rate on delinquent tax shall be five percent per year above the Wall Street Journal
22 Prime Rate, or similar published rate, on January 2nd each year, rounded to the
23 nearest full percentage point, as determined by the finance director; provided,
24 however, that if such calculated rate would fall below ten percent per year, the
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2 interest rate shall be ten percent per year, and if the calculated rate would exceed 15
3 percent per year, the interest rate shall be 15 percent per year.

- 4 (c) The seller or marketplace facilitator on behalf of a seller ~~transportation network~~
5 ~~company on behalf of a transportation network company driver~~ shall report and remit
6 sales tax to the City and Borough on the same basis, cash or accrual, the seller or
7 marketplace facilitator ~~transportation network company~~ uses for reporting federal
8 income tax. A seller or marketplace facilitator reporting on the accrual basis shall be
9 allowed a tax credit for sales tax previously paid by the seller or marketplace
10 facilitator on any sale, service, or rental made on credit to the extent the seller or
11 marketplace facilitator declares such debt to be uncollectible and a bad debt for federal
12 income tax purposes. Such bad debt credit must be claimed on a timely filed quarterly
13 sales tax report within two years from the date of sale in which the bad debt arose.
- 14 (d) Except as otherwise provided herein, all returns, reports, and information required to
15 be filed with the City and Borough under this chapter, and all information deducible
16 from such filed returns, reports, and information, shall be kept confidential and are
17 not subject to public inspection. Except upon court order, such returns, reports, and
18 information shall be made available only to employees of the City and Borough whose
19 job responsibilities are directly related to such returns, reports, and information; to
20 the person supplying such returns, reports, and information; and to persons
21 authorized in writing by the person supplying such returns, reports, and information.
22 The following information shall be made available to the public: the name and address
23 of sellers and marketplace facilitators collecting and remitting sales tax on behalf of
24 sellers ~~transportation network companies collecting and remitting sales tax on behalf~~
25

1
2 of ~~transportation network company drivers~~; whether or not a business, including a
3 marketplace facilitator, ~~transportation network company~~, or ~~transportation network~~
4 ~~company driver~~ is registered to collect sales tax in the City and Borough; whether or
5 not a business, including a marketplace facilitator, ~~transportation network company~~ or
6 ~~transportation network company driver~~ is current in filing sales tax returns and in
7 remitting sales tax, the amount of sales tax due, and the number of returns not filed;
8 and the names and exemption numbers of nonprofit agencies which have received a
9 nonprofit exemption number from the manager. The manager may, from time to time,
10 publish the names of sellers and marketplace facilitators collecting and remitting sales
11 tax on behalf of sellers ~~transportation network companies collecting and remitting~~
12 ~~sales tax on behalf of transportation network company drivers~~ delinquent in remitting
13 sales taxes and the amount thereof including the "doing business as" name under
14 which the seller or marketplace facilitator ~~transportation network company~~ is doing
15 business when the sales tax delinquency being published arises from that business;
16 provided that the names of sellers or marketplace facilitators ~~transportation network~~
17 ~~companies~~ who have signed a confession of judgment for the delinquent sales taxes,
18 penalties, and interest, and a stipulation to postpone execution on the judgment, and
19 who are current in their sales tax payments under such stipulation as of the date on
20 which the names are submitted to the publisher, will not be published. Information
21 may also be made available to the public in the form of statistical reports if the
22 identities of particular sellers or transportation network companies is not revealed by
23 the reports.
24
25

(e) The City and Borough may permit the proper officer of the United States, of a state, or other municipality to inspect tax returns or reports filed under this title, or may furnish to the officer a copy of the tax return, if the other jurisdiction grants substantially similar privileges to the City and Borough, and if the City and Borough determines that other jurisdiction provides adequate safeguards for the confidentiality of the returns and reports, and that the returns and reports will be used for tax purposes only.

(f) Very small business annual filing. The quarterly filing requirements of subsection (a) are waived and an annual filing is allowed for a seller that anticipates having \$20,000.00 or less of gross sales in the subsequent calendar year. A seller that elects to file annually is required to begin making quarterly filings in the calendar quarter that gross annual sales exceed \$20,000.00. Failure of a seller to begin making quarterly filings after gross annual sales exceed \$20,000.00 shall result in the imposition of penalties and interest described in subsection (b).

(CBJ Code 1970, § 69.10.070; Serial No. 70-26, § 3, 1970; Serial No. 76-19, §§ 2, 3, 1976; Serial No. 81-67, § 2, 1981; Serial No. 83-66, § 9, 1983; Serial No. 85-44, §§ 4, 5, 11, 1985; Serial No. 86-51, § 2, 1986; Serial No. 88-01, § 2, 1988; Serial No. 91-34am, §§ 3, 4, 1991; Serial No. 96-32, §§ 2, 3, 1996; Serial No. 2005-46, § 2, 11-21-2005; Serial No, 2007-56, § 2, 9-24-2007; Serial No. 2018-38(b)(am), § 6, 9-17-2018, eff. 10-18-2018; Serial No. 2022-61, § 2, 11-30-2022, eff. 12-31-2022)

State Law reference— Interest on delinquent sales taxes, AS 29.45.650(d).

69.05.080 Sellers’ compensatory collection amount.

1
2 All sellers and persons rendering sales tax returns to the City and Borough, including
3 marketplace facilitators collecting and remitting tax on behalf of sellers ~~transportation network~~
4 ~~companies collecting and remitting tax on behalf of transportation network drivers~~, shall be
5 allowed to compensate themselves for costs incurred in the collection, recordkeeping,
6 remittance, and accounting for the tax imposed by taking \$30.00 of the tax due as a tax
7 collection discount to reduce the tax to be remitted on any period return that is timely filed
8 with a remittance of all sales tax due, provided, however, that the tax collection discount may
9 reduce the tax to zero but shall not result in a credit. The deduction may not exceed \$30.00 for
10 any filing period, and may not be taken if any sales tax, penalty, or interest is due for any
11 previous filing period. Effective February 1, 2022, the deduction may not be taken if any
12 submittal method other than the CBJ online portal is used for the filing of a return.
13 (CBJ Code 1970, § 69.10.080; Serial No. 70-26, § 3, 1970; Serial No. 83-66, § 10, 1983; Serial
14 No. 85-44, § 6, 1985; Serial No. 91-34am, § 5, 1991; Serial No. 2010-19, § 2, 6-28-2010; Serial
15 No. 2018-38(b)(am), § 7, 9-17-2018, eff. 10-18-2018; Serial No. 2021-29(b), § 2, 9-13-2021, eff.
16 10-14-2021)
17

18 **69.05.090 Assessment limitation periods; recordkeeping.**

- 19
20 (a) A seller's tax liability, or the liability of a marketplace facilitator collecting and
21 remitting sales tax for a seller ~~transportation network company collecting and~~
22 ~~remitting sales tax for a transportation network company driver~~, under this chapter
23 may be determined and assessed for a period of three years after the date the return
24 was filed with the City and Borough manager. No civil action for the collection of such
25 tax may be commenced after the expiration of the three-year period except an action
for taxes, penalties, and interest due for those filing periods that are the subject of a

written demand or assessment made under section 69.05.100 within the three-year period, unless the seller or marketplace facilitator ~~transportation network company~~ waives the protection of this section.

- (b) In order to facilitate the administration and enforcement of the provisions of this chapter, each seller or person otherwise engaged in business within the City and Borough, including marketplace facilitators collecting and remitting sales tax on behalf of sellers ~~transportation network companies collecting and remitting sales tax on behalf of transportation network company drivers~~, shall maintain and keep for a period of three years after the date of filing all of the period sales tax reports, forms, and supporting records and other records prescribed by the manager. The failure to maintain adequate records to allow documentation of the taxability of each transaction will result in the loss of any tax exemption, deduction, or credit for that particular transaction. Upon the request of the City and Borough manager, a seller or marketplace facilitator collecting and remitting sales tax on behalf of a seller ~~transportation network company collecting and remitting sales tax on behalf of transportation network company drivers~~ shall make available for examination in the City and Borough the books, records, and other documents of the seller or marketplace facilitator ~~transportation network company~~ unless the manager authorizes the examination to be conducted at a different location.

(CBJ Code 1970, § 69.10.090; Serial No. 70-26, § 3, 1970; Serial No. 83-66, § 11, 1983; Serial No. 91-34am, § 6, 1991; Serial No. 2018-38(b)(am), § 8, 9-17-2018, eff. 10-18-2018)

69.05.100 Delinquency; failure to submit return or to remit taxes; assessments.

1
2 (a) Whenever the manager reasonably believes a return contains inaccurate reporting or
3 whenever any seller or marketplace facilitator ~~transportation network company~~ has
4 become delinquent in the submission of the required filing period return or in
5 remitting sales taxes, the City and Borough manager shall mail to the delinquent
6 seller's or marketplace facilitator's ~~transportation network company's~~ last known
7 address a written demand by certified mail, return receipt requested, for submission of
8 the corrected or required sales tax return and remittance within ten days. In the event
9 of noncompliance with such demand, the City and Borough manager may make a sales
10 tax assessment against the delinquent seller or marketplace facilitator ~~transportation~~
11 ~~network company~~, the assessment to be based on an estimate of the gross taxable
12 revenue received by the seller or marketplace facilitator on behalf of the seller ~~the~~
13 ~~transportation network company on behalf of the transportation network company~~
14 ~~driver~~ during the filing period in question. A copy of the assessment shall be sent to
15 the seller or marketplace facilitator ~~transportation network company~~ at the seller's or
16 marketplace facilitator's ~~transportation network company's~~ last known address by
17 certified mail, return receipt requested. The seller or marketplace facilitator
18 ~~transportation network company~~ shall have a right to a hearing before the manager at
19 which time the seller or marketplace facilitator ~~transportation network company~~ shall
20 make available for examination the books, papers, records, and other documents
21 pertaining to the sales and revenue for the period involved in the assessment. The
22 seller or marketplace facilitator ~~transportation network company~~ may exercise the
23 right to a hearing by delivering to the manager, within 15 days of the date the notice
24 was mailed, a written request for a hearing. The manager shall establish a date and
25

time for a hearing to be held within ten days of receipt of the request unless a later time is mutually agreeable. The hearing officer conducting the hearing shall issue an amended assessment upon a determination that an amendment should be made. The amended assessment, or the original assessment if no amendment is made within five days of the hearing, shall be the final assessment for the purpose of determining the seller's liability to the City and Borough. If no timely request for a hearing is made, the original assessment shall be the final assessment 30 days after the mailing of the notice of the original assessment unless the seller or marketplace facilitator ~~transportation network company~~ has submitted an accurate return within the 30 days.

(b) The City and Borough may file a civil action for collection of any taxes, penalty, or interest due before or after making a demand or assessment under subsection (a) of this section.

(c) Whenever any seller or marketplace facilitator ~~transportation network company~~ fails to submit the required filing period return or remit taxes after notice given as provided in subsection (a) of this section, the City and Borough manager may require such seller or marketplace facilitator ~~transportation network company~~ to submit returns and remit taxes on a monthly or more frequent basis.

(CBJ Code 1970, § 69.10.100; Serial No. 70-26, § 3, 1970; Serial No. 83-66, § 12, 1983; Serial No. 91-34am, § 7, 1991; Serial No. 2018-38(b)(am), § 9, 9-17-2018, eff. 10-18-2018)

69.05.104 Protest of tax.

(a) A buyer who protests the payment of the tax levied under this chapter shall pay the tax and shall provide the seller, any marketplace facilitator collecting and remitting sales tax on behalf of a seller ~~transportation network company collecting the sales tax~~

on behalf of a transportation network company driver, and the sales tax administrator with a written statement of protest within five working days of the sale that identifies the sale, rental, or service that is the subject of the tax protested, the amount of tax paid, the buyer's and seller's name, mailing address, telephone number, and the basis for the protest.

(b) If the seller or a marketplace facilitator that has collected or remitted sales tax on behalf of a seller ~~transportation network company that has collected or remitted sales tax on behalf of a transportation network company driver~~ protests liability for sales tax, penalties, or interest, the seller or marketplace facilitator ~~transportation network company~~ shall pay the tax, penalties, and interest under a written protest filed before or with the payment and setting forth the basis for the protest. No appeal from the sales tax board of appeals nor any action for a refund may be filed or maintained nor may a defense to nonpayment be maintained in a civil action unless the amount in dispute has been paid under protest as provided in this subsection. A protest accompanying a payment shall be deemed waived unless the protestor files an appeal under this chapter pursuant to and within 90 days of the protest.

(c) An appeal from the sales tax board of appeals or an action for a refund may be filed, maintained, or both without the payment under protest otherwise required by subsection (b) of this section:

- (1) Upon a finding by the director of finance that:
 - (A) The seller or the marketplace facilitator on behalf of the seller ~~transportation network company on behalf of the transportation network~~

~~company driver~~ has registered for the sales tax and filed returns according to the schedule specified in this chapter;

- (B) The contested liability arises from an audit finding;
 - (C) The contested liability is not of a kind regularly remitted by similarly situated sellers; and
- (2) Subject to the requirement that if the appeal or action for refund is denied, interest, but not penalty, shall be charged notwithstanding relief under this subsection.

(Serial No. 83-66, § 13, 1983; Serial No. 85-44, § 7, 1985; Serial No. 2001-04am, § 2, 2-26-2001; Serial No. 2018-38(b)(am), § 10, 9-17-2018, eff. 10-18-2018)

69.05.130 Sale of business; final tax return; liability of purchaser.

- (a) If any seller or marketplace facilitator collecting and remitting sales tax on behalf of sellers ~~transportation network company collecting and remitting sales tax on behalf of transportation network company drivers~~ sells, assigns, transfers, conveys, leases, forfeits, or abandons the business to another person, the seller or marketplace facilitator ~~transportation network company~~ shall make a final sales tax return within 15 days after the date of selling, assigning, transferring, conveying, leasing, forfeiting, or abandoning the business showing that all tax obligations imposed by this chapter have been paid. The purchaser, successor, transferee, lessee, assignee, creditor, or secured party shall withhold a sufficient portion of the purchase money to pay the amount of such sales taxes, penalties, and interest as may be due and unpaid to the City and Borough. If the purchaser, assignee, transferee, lessee, successor, creditor, or secured

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2 party fails to withhold from the purchase money, or fails to otherwise provide for or
3 make the payment of the taxes, interest, and penalties owed by the business as provided
4 in this chapter, the purchaser, assignee, transferee, lessee, successor, creditor, or
5 secured party shall be personally liable for the payment of the taxes, penalties and
6 interest accruing and unpaid to the City and Borough on account of the operation of the
7 business of any former owner, owners, operators, or assigns.

- 8
9 (b) Before the sale, lease, assignment, transfer, or other disposition of the business is
10 completed, the seller or marketplace facilitator ~~transportation network company~~ shall
11 file with the City and Borough manager an informational notice identifying the name
12 and address of each person or entity involved in the transaction, the nature of the
13 transaction, and the effective date of the transaction.

14 (CBJ Code 1970, § 69.10.130; Serial No. 70-26, § 3, 1970; Serial No. 83-66, § 17, 1983; Serial
15 No. 85-44, § 10, 1985; Serial No. 87-11, § 2, 1987; Serial No. 2018-38(b)(am), § 11, 9-17-2018,
16 eff. 10-18-2018)

17 **69.05.140 Lien for tax, interest, and penalty**

- 18
19 (a) The tax, interest, and penalty imposed under this chapter in addition to the lien filing
20 fee under subsection (b) of this section shall constitute a lien in favor of the City and
21 Borough upon the assets, including all real and personal property, of every person
22 making taxable sales or of a marketplace facilitator responsible for collecting and
23 remitting sales tax on behalf of sellers ~~transportation network company responsible for~~
24 ~~collecting and remitting sales tax on behalf of transportation network company drivers~~
25 within the City and Borough. The lien arises upon delinquency and continues until
liability for the amount is satisfied or the property of the delinquent person is sold at

foreclosure sales. The lien is not valid as against a prior mortgagee, pledgee, purchaser, or judgment creditor until notice of the lien is filed in the office of the recorder for the City and Borough recording district in the manner provided for federal tax liens in AS 40.19.

- (b) Fees for the filing and releasing of liens shall be as follows:
- (1) Filing of liens, \$25.00 plus the recorder's office filing fee;
 - (2) Release of liens, \$25.00 plus the recorder's office filing fee.

The rates in this subsection may be changed by the manager from time to time to reflect the costs of providing municipal services generally.

(CBJ Code 1970, § 69.10.140; Serial No. 70-26, § 3, 1970; Serial No. 83-66, § 18, 1983; Serial No. 2018-38(b)(am), § 12, 9-17-2018, eff. 10-18-2018)

State Law reference— Lien, AS 29.45.650(e).

69.05.145 Collected taxes.

Taxes collected under this chapter by a seller or marketplace facilitator on behalf of ~~sellers transportation network company on behalf of transportation network company drivers~~ shall belong to the City and Borough and shall be held by the seller or marketplace facilitator ~~transportation network company~~ in trust for the City and Borough until paid over as provided in this chapter.

(Serial No. 83-66, § 19, 1983; Serial No. 2018-38(b)(am), § 13, 9-17-2018, eff. 10-18-2018)

69.05.170 Registration.

A person, firm, copartnership, corporation, or other business entity, including a transportation network company drivers and other sellers using marketplace facilitators, shall register with the manager before making retail sales, rendering services, or making rentals

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2 within the City and Borough. A marketplace facilitator that collects and remits sales tax on
3 behalf of a seller ~~transportation network company that collects and remits sales tax on behalf~~
4 ~~of a transportation network company driver~~ shall notify such seller ~~transportation network~~
5 ~~company driver~~ of the registration requirement under this section. Nothing in this section shall
6 be construed to require a marketplace facilitator ~~transportation network company~~ to register
7 with the manager.

8 (Serial No. 83-66, § 20, 1983; Serial No. 2018-38(b)(am), § 14, 9-17-2018, eff. 10-18-2018)

9 ***

10
11 **Section 3. Amendment of Chapter.** Chapter 69.07, Hotel-Motel Room Tax, is
12 amended as follows:

13 **Chapter 69.07 HOTEL-MOTEL ROOM TAX**

14 **69.07.010 Definitions.**

15 The following words, terms and phrases, when used in this chapter, shall have the
16 meanings ascribed to them in this section, except where the context clearly indicates a different
17 meaning:

18 *Guest* means an individual, corporation, partnership or association paying monetary or
19 other consideration for the use of a sleeping room or rooms in a hotel-motel.

20 *Hosting platform* means a marketplace facilitator that facilitates the booking, rental, or
21 sale of a hotel-motel, residence, or room to transients.

22 *Hotel-motel* means a structure, or portions of a structure, occupied or intended or designed
23 for occupancy by transients for dwelling, lodging or sleeping purposes and includes any hotel,
24 motel, inn or similar structure.
25

Marketplace facilitator means a person or entity, including transportation network companies and hosting platforms, that contracts with sellers to facilitate for consideration, regardless of whether deducted as fees from the transaction, the sale or rental of the seller's property, product, or services through a physical or electronic marketplace operated by the person, and engages:

(a) Directly or indirectly, through one or more affiliated persons, in any of the following:

- (1) Transmitting or otherwise communicating the offer or acceptance between the buyer and seller;
- (2) Owning or operating the infrastructure, electronic or physical, or technology that brings buyers and sellers together;
- (3) Providing a virtual currency that buyers are allowed or required to use to purchase products from the seller; or
- (4) Software development or research and development activities related to any of the activities described in (b) of this subsection (3), if such activities are directly related to a physical or electronic marketplace operated by the person or an affiliated person; and

(b) In any of the following activities with respect to the seller's products:

- (1) Payment processing services;
- (2) Fulfillment or storage services;
- (3) Listing products for sale;
- (4) Setting prices;
- (5) Branding sales as those of the marketplace facilitator;

- (6) Order taking;
- (7) Advertising or promotion; or
- (8) Providing customer service or accepting or assisting with returns or exchanges.

Operator means a person, firm, corporation or other legal entity who furnishes, offers for rent or otherwise makes available in the City and Borough rooms in a hotel-motel or residence for monetary or other consideration, whether acting directly or through a marketplace facilitator, agent, or employee.

Person means an individual natural person.

Rent and *rents* mean the amount paid or promised, in terms of money, as consideration for the use by a transient of a room in a hotel, motel, or other place of public accommodation.

Transient means a person who occupies or rents a suite, room, or rooms in a hotel-motel for fewer than 30 consecutive days for the purpose of habitation.

(Serial No. 80-36, § 3, 1980)

Cross reference— Definitions generally, CBJ Code § 01.15.010.

State Law reference— "Hotel or boardinghouse" defined, AS 08.56.070(2).

69.07.020 Impositions of hotel-motel room rental tax.

- (a) The City and Borough hereby levies a tax on hotel-motel, residence, or private room rentals for transients equal to nine percent of the room rent from January 1, 2020, to December 31, 2034. The tax imposed under this chapter shall automatically return to seven percent on January 1, 2035. The tax shall be applicable to all room rentals for transients unless the rental is specifically exempted from taxation by constitution or other valid law.

- 1
- 2 (b) Each guest is responsible for the room rental tax imposed by this chapter and the tax
- 3 shall be due and payable at the time the rent is paid. The tax shall apply to all rentals
- 4 where the guest or transient indicates that the room will be occupied by the transient
- 5 for less than 30 days. Room rentals for transients which continue for 30 or more
- 6 consecutive days shall not be taxable for rentals on and after the 30th consecutive day.
- 7 Rentals which are less than 30 consecutive days shall be subject to the tax even if the
- 8 room or rooms were originally taken with the intent to use or occupy for 30 or more
- 9 consecutive days. Any unpaid tax shall be due and payable when the transient ceases to
- 10 occupy or use space in the hotel-motel.
- 11
- 12 (c) Every ~~hotel-motel~~ operator or hosting platform that facilitates room rental ~~renting~~
- 13 ~~rooms~~ subject to taxation under this chapter shall collect the taxes imposed by this
- 14 chapter from the transient guest at the time of collection of the charge for the room and
- 15 shall transmit the same quarterly to the City and Borough. The tax imposed shall be
- 16 shown on the billing to the guest as a separate and distinct item.
- 17
- 18 (d) The tax imposed under this chapter shall not be levied on any sales or use tax levied
- 19 under chapter 69.05 nor shall the tax imposed under chapter 69.05 be levied on the tax
- 20 levied under this chapter.

21 (Serial No. 80-36, § 3, 1980; Serial No. 80-57, §§ 2, 3, 1981; Serial No. 84-34, § 2, 1984; Serial

22 No. 88-17, § 2, 1988; Serial No. 2019-36, § 2, 8-19-2019, eff. 1-1-2020)

23 **State Law reference**— "Hotel or boardinghouse" defined, AS 08.56.070.

24 ***

25 **69.07.045 Monthly remittance of estimated hotel-motel tax.**

- 1
- 2 (a) *Monthly deposit report.* Every ~~hotel-motel~~ operator or hosting platform who incurs hotel-
- 3 motel tax liability or a combined sales tax and hotel-motel tax liability, as levied
- 4 under chapter 69.05 or this chapter, of \$1,000.00 or more in the month shall, on or
- 5 before the 15th day of the month following the month in which the tax liability was
- 6 incurred, complete a monthly deposit report declaring estimated hotel-motel tax liability
- 7 and, if applicable, sales tax liability for the month and transmit the report to the City
- 8 and Borough. If the 15th day is a Saturday, Sunday or federal, state or City and
- 9 Borough holiday, the due date will be extended until the next business day. The United
- 10 States Postal Service postmark shall determine the date of filing for mailed reports.
- 11
- 12 (b) *Amount of monthly remittance.* At the time of transmitting the monthly deposit report,
- 13 the operator or hosting platform shall remit to the City and Borough the total estimated
- 14 amount of hotel-motel and, if applicable, sales tax due for the month for which the
- 15 deposit report is filed.
- 16
- 17 (c) *Penalties.* A late filing penalty of \$25.00 shall be added to all late-filed monthly deposit
- 18 reports. In addition, late payment penalties will be assessed on monthly tax deposits
- 19 when the operator or hosting platform fails to remit at least 80 percent of the total
- 20 monthly hotel-motel tax and sales tax deposit due on or before the 15th day of the
- 21 month following the month for which the deposit is required. The late payment penalty
- 22 will be equal to one percent per month or fraction thereof of the total delinquent
- 23 monthly deposit balance due. The delinquent amount shall be the difference between
- 24 the total tax deposit due for the month and the amount of the deposit remitted by the
- 25 seller. The delinquent monthly payment penalty will be assessed on the 16th day of each
- month or fraction of a month from the date of delinquency to the date of total payment

1
2 or the due date of the hotel-motel tax return covering the monthly payment period,
3 whichever is earlier.

- 4 (d) *Funding period adjustments.* In addition to the monthly deposit and reporting
5 requirements set forth in subsections (a) and (b) of this section, operators or hosting
6 platforms are required to file period returns and remit the remaining unpaid hotel-
7 motel tax due as required in subsections 69.07.050(a) or 69.07.080(c). If the hotel-motel
8 tax due and payable by the operator or hosting platform, as required in
9 section 69.07.050, is less than the total amount of the monthly hotel-motel tax deposits
10 remitted to the City and Borough during that filing period, the excess balance will be
11 applied to the operator's or hosting platform's next monthly hotel-motel tax deposit,
12 unless the operator elects in writing to have the balance refunded.

13
14 (Serial No. 91-35am, § 2, 1991)

15 **69.07.050 Period returns, penalties and interest for delinquency.**

- 16 (a) Every operator or hosting platform shall on or before the last day of the month, unless
17 the last day of the month is a Saturday, Sunday, or federal, state, or City and Borough
18 holiday in which case the due date will be extended until the next business day,
19 immediately following the end of each filing period complete a return for the required
20 filing period setting forth the total of all hotel-motel mom rentals, regardless of whether
21 such transactions are taxable or nontaxable, the amount of hotel-motel tax due, and
22 such other information as the City and Borough may require, and sign and deliver or
23 mail the same to the City and Borough manager's office. Period returns shall be filed for
24 the calendar quarters ending on March 31, June 30, September 30, and December 31
25

1
2 unless the seller is allowed or directed by the City and Borough manager to file for a
3 different time period as authorized in subsection 69.07.080(c).

4 (b) The tax levied under this chapter, whether or not collected from the buyer, except for
5 credit transactions covered in subsection (c) of this section, must be remitted by the
6 seller to the City and Borough at the time of transmitting the return, and if not so
7 remitted or if the return is not timely filed, such tax is delinquent. A late filing penalty
8 of \$25.00 shall be added to all late returns. The postmark shall determine the date of
9 filing mailed returns. In addition, a late payment penalty of five percent per month or
10 any fraction thereof, until a total late payment penalty of 25 percent has accrued, shall
11 be added to all returns until such tax, penalty and interest thereon have been paid.
12 Such penalty shall be assessed and collected in the same manner as the tax is assessed
13 and collected. In addition to these penalties, interest at a rate of 15 percent per year on
14 the delinquent tax from the date of delinquency until paid shall accrue and be collected
15 in the same manner the delinquent tax is collected.

16
17 (c) The operator or hosting platform shall report and pay over the tax to the City and
18 Borough on the same basis, cash or accrual, the seller uses for reporting federal income
19 tax. An operator or hosting platform reporting on the accrual basis shall be allowed a
20 tax credit for tax previously paid by the operator or hosting platform on any rental made
21 on credit to the extent the operator or hosting platform declares such debt to be
22 uncollectible and a bad debt for federal income tax purposes. Such bad debt credit must
23 be claimed on a timely filed quarterly tax report covering the quarter during which the
24 operator or hosting platform declares the transaction a bad debt for federal income tax
25 purposes.

(Serial No. 80-36, § 3, 1980; Serial No. 85-12, § 2, 1985; Serial No. 91-35am, § 3, 1991)

69.07.080 Delinquency failure to submit return.

- (a) Whenever any operator or hosting platform has become delinquent in the submission of the required filing period return for a period of 30 days, the manager shall make written demand by certified mail, return receipt requested, upon the delinquent operator or hosting platform for submission of the required hotel-motel tax return within ten days. In the event of noncompliance with such demand, the City and Borough manager shall make a hotel-motel tax assessment against the delinquent operator or hosting platform, the assessment to be based on an estimate of the gross transient rental revenue received by the operator or hosting platform during the filing period in question and such assessment shall be referred to the City and Borough collector and the City and Borough attorney for appropriate action to recover such tax.
- (b) Whenever any operator or hosting platform fails to submit the required filing period return after notice given as provided in subsection (a) of this section, or such return is reasonably believed by the manager to contain incorrect reporting, the manager may notify such operator or hosting platform in writing by certified mail, return receipt requested, that a hearing will be held upon the matter at a specified place and time, which shall not be less than 15 days after the date of the notice. The operator or hosting platform shall be present at the hearing and make available to the manager for inspection the operator's or hosting platform's books, papers, records, and other memoranda pertaining to gross transient rental revenue required to make a determination of tax liability, if any. In the event of noncompliance by the operator or

hosting platform, the manager may take such legal action, civil or criminal, or both, as provided for in this chapter or the civil or criminal statutes of the state, or both.

- (c) Whenever any operator or hosting platform fails to submit the required filing period return after notice given as provided in subsection (a) of this section, the manager may require such operator or hosting platform to submit returns and remit taxes on a monthly or more frequent basis.

(Serial No. 80-36, § 3, 1980; Serial No. 91-35am, § 6, 1991)

69.07.090 Suits for collection.

Taxes due but not paid or taxes collected but not transmitted may be recovered in an action at law against the transient guest, ~~or the hotel-motel operator,~~ or hosting platform. Tax returns shall be prima facie proof of taxes collected but not transmitted.

(Serial No. 80-36, § 3, 1980)

69.07.100 Prohibited acts.

- (a) No person may fail or refuse to pay the tax imposed by this chapter when it is due and payable to an operator or hosting platform authorized to collect the tax.
- (b) No operator or hosting platform may fail or refuse to make the quarterly returns required by this chapter.
- (c) No operator or hosting platform may fail or refuse to pay to the City and Borough in the manner provided in this chapter the tax imposed under this chapter.
- (d) No operator or hosting platform may advertise or state to the public or to any guest or renter, directly or indirectly, that the tax or any part of it will be assumed or absorbed by the operator, ~~or the hotel-motel,~~ or hosting platform, or that the tax will not be added to the rental, or that it will be refunded, nor may an operator or hosting platform absorb

or fail to add the tax or any part of it or refund any tax, or fail to separately state the tax to the renter or guest.

(Serial No. 80-36, § 3, 1980)

Section 4. Amendment of Chapter. Chapter 69.40, Short-Term Residential Rental Registration Program, is amended as follows:

Chapter 69.40 SHORT-TERM RENTAL REGISTRATION PROGRAM.

69.40.010 Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Guest means an individual, corporation, partnership, or association paying monetary or other consideration for the use of a short-term rental.

Hosting platform means a marketplace facilitator that facilitates the booking, rental, or sale of a hotel-motel, residence, or room to transients.

Marketplace facilitator means a person or entity, including transportation network companies and hosting platforms, that contracts with sellers to facilitate for consideration, regardless of whether deducted as fees from the transaction, the sale or rental of the seller's property, product, or services through a physical or electronic marketplace operated by the person, and engages:

- (a) Directly or indirectly, through one or more affiliated persons, in any of the following:

- (1) Transmitting or otherwise communicating the offer or acceptance between the buyer and seller;
- (2) Owning or operating the infrastructure, electronic or physical, or technology that brings buyers and sellers together;
- (3) Providing a virtual currency that buyers are allowed or required to use to purchase products from the seller; or
- (4) Software development or research and development activities related to any of the activities described in (b) of this subsection (3), if such activities are directly related to a physical or electronic marketplace operated by the person or an affiliated person; and
- (b) In any of the following activities with respect to the seller's products:

 - (1) Payment processing services;
 - (2) Fulfillment or storage services;
 - (3) Listing products for sale;
 - (4) Setting prices;
 - (5) Branding sales as those of the marketplace facilitator;
 - (6) Order taking;
 - (7) Advertising or promotion; or
 - (8) Providing customer service or accepting or assisting with returns or exchanges.

Operator means a person, firm, corporation, or other designated legal entity, who furnishes, offers for rent, or otherwise makes available in the City and Borough rooms in a hotel-motel or residence for monetary consideration, whether acting directly or through a marketplace

1
2 ~~facilitator, agent, or employee offers for rent or otherwise makes available in the City and~~
3 ~~Borough rooms for monetary or other consideration.~~

4 *Person* means an individual natural person.

5 *Property and properties* means real estate offered by an operator as a short-term residential
6 rental.

7 *Rent and rents* means the amount paid or promised, in terms of money, as consideration for
8 the use by a transient of a room in a hotel, motel, or other place of public accommodation.

9 *Short-term residential rental* means a dwelling unit that is rented, leased, or otherwise
10 advertised for occupancy for a period of less than 30 days.

11 *Transient* means a person who occupies or rents a unit, room, or rooms for fewer than 30
12 consecutive days for the purpose of habitation.

13
14 (Serial No. 2023-26(c)(am), § 2, 7-10-20223, eff. 10-9-2023)

15 **69.40.020 Registration required.**

- 16 (a) The operator of a short-term residential rental must register with the CBJ sales tax
17 office on a form or platform specified by the CBJ prior to offering a unit for rent.
- 18 (b) Registration numbers are valid for a period of 12 months and must be renewed
19 annually.
- 20 (c) The CBJ will provide a rental registration number for each registered short-term
21 residential rental. ~~The registration number must be displayed on each advertisement or~~
22 ~~public listing for a short term residential rental that the operator or operator's designee~~
23 ~~maintains.~~
- 24 (d) There is no fee for registration.
- 25 (e) The operator shall provide the CBJ with the following at the time of registration:

- 1
- 2 (1) Their state business license number.
- 3 (2) Name, address, phone number, and email address for the operator or operator's
- 4 designee.
- 5 (3) A general description of the short-term residential rental unit, to include
- 6 address, property type, number of bedrooms, and capacity.
- 7
- 8 (f) If there is a change in the information submitted pursuant to subsection (e) of this
- 9 section, a new registration must be completed within 30 business days.
- 10 (g) The property owner of the short-term rental is responsible for taxes, fees, interest,
- 11 and/or penalties associated with the rental unless such payment obligations are made
- 12 through a hosting platform as required elsewhere in this chapter.

13 (Serial No. 2023-26(c)(am), § 2, 7-10-20223, eff. 10-9-2023)

14 **69.40.025 Registration posting.**

- 15 (a) Prior to the posting of any rental on a hosting platform, the operator utilizing a hosting
- 16 platform to facilitate the rental shall obtain a valid rental registration number. The
- 17 registration number must be displayed on each advertisement or public listing for a
- 18 short-term residential rental that the operator or operator's designee maintains.
- 19
- 20 (b) Hosting platforms shall notify operators who are seeking to utilize their services to rent
- 21 property in the City and Borough of Juneau of the operator's obligation to obtain a
- 22 registration permit under subsection (a) of this section. Hosting platforms shall require
- 23 any operator's listing on the hosting platform's application, website, and other public
- 24 listings to conspicuously include the registration permit number and shall not post an
- 25 operator's listing without such registration permit number being previously provided to
- the hosting platform. Upon notification by the City Manager or a CBJ sales tax office

employee that an operator’s rental registration is not valid, the hosting platform must promptly remove any listings of said operator from their platform. Any property with a registration number that has been notified as no longer valid shall be considered an unregistered property 48 hours after notification has been given.

69.40.030 Penalty.

- (a) Renting, or offering for rent, a short-term residential rental without complying with the registration requirement in section 69.40.020 is prohibited.
- (b) An operator required to register a property pursuant to this chapter who offers or uses such property without being registered is subject to a penalty in the amount of \$100, or the amount of the gross daily rate last advertised for the rental, whichever is greater,~~\$25.00~~ per violation. A separate violation shall be deemed committed each day during or on which a property is offered or used as a short-term residential rental without registration. Such operator may not offer or use, or continue to offer or use, such property for a short-term residential rental, unless and until the penalty is paid and the property is properly registered.
- (c) A hosting platform that advertises a property without a registration number or advertises an unregistered property as defined in 69.40.025(b) on its application, website, or other public listing is subject to a penalty in the amount of \$100, or the amount of the gross daily rate last advertised for the rental, whichever is greater, per violation. A sperate violation shall be deemed committed each day during or on which such a property is advertised. A hosting platform may not advertise such property unless and until the penalty is paid and the property is properly registered.

(Serial No. 2023-26(c)(am), § 2, 7-10-20223, eff. 10-9-2023)

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

Adopted this _____ day of _____, 2025.

Attest: _____
Beth A. Weldon, Mayor

Elizabeth J. McEwen, Municipal Clerk

Staff Requests Amending Section 69.40.030(b) to Read:

Amendment ____.

(b) An operator required to register a property pursuant to this chapter who offers or uses such property without being registered is subject to a penalty in the amount of \$100 ~~\$25~~ per violation. A separate violation shall be deemed committed each day during or on which a property is offered or used as a short-term residential rental without registration. Such operator may not offer or use, or continue to offer or use, such property for a short-term residential rental, unless and until the penalty is paid and the property is properly registered.

Staff Requests Amending Section 69.40.025 to Read:

Amendment ____.

(a) Prior to the posting of any rental on a hosting platform, the operator utilizing a hosting platform to facilitate the rental shall obtain a valid rental registration number and shall provide the hosting platform with their CBJ issued permit number. The registration number must be displayed on each advertisement or public listing for a short-term residential rental that the operator or operator's designee maintains.

(b) Hosting platforms shall notify operators who are seeking to utilize their services to rent property in the City and Borough of Juneau of the operator's obligation to obtain a registration permit under subsection (a) of this section. ~~Hosting platforms shall require any operator's listing on the hosting platform's application, website, and other public listings to conspicuously include the registration permit number and shall not post an operator's listing without such registration permit number being previously provided to the hosting platform. Upon notification by the City Manager or a CBJ sales tax office employee that an operator's rental registration is not valid, the hosting platform must promptly remove any listings of said operator from their platform. Any property with a registration number that has been notified as no longer valid shall be considered an unregistered property 48 hours after notification has been given.~~

(c) Hosting platforms shall provide monthly reports of all existing Juneau-based short term rentals and their permit numbers in excel or csv format for compliance review by CBJ staff.

MEMORANDUM

DATE: April 2, 2025

TO: Wade Bryson
Assembly

FROM: Emily Wright, City Attorney

SUBJECT: Privatizing Eaglecrest Operations



LAW DEPARTMENT
155 Heritage Way
Juneau, AK 99801
Ph: (907) 586-5242
Fax: (907) 586-4567

The question you have asked is whether CBJ Charter and Code allow for the operations elements of Eaglecrest to be privatized through a contractual agreement with an outside agency.

Neither CBJ Charter nor CBJ Code prevents the privatization of operational functions at Eaglecrest.

Any change to the operations of Eaglecrest, must be reviewed and approved by the Eaglecrest Board. The governance structure of Eaglecrest was created in Charter by voters in 1981 (Charter Article 3.20).¹ Code Chapter 67.05 Eaglecrest Ski Area was passed in response. Chapter 67.05.020(a) establishes that “the board of directors of the Eaglecrest ski area shall be responsible for the operation of the ski area according to the best interests of the public, shall make and enforce all rules and regulations necessary for the administration of the ski area under their management, shall prescribe the terms under which persons and groups may use the ski area, and shall establish and enforce standards of operation.”

In 1987, Eaglecrest operations were financially segregated with a special revenue fund.² The Eaglecrest Foundation, a 501(c)(3), a “nonprofit corporation established in 2008 to solicit, manage and invest donations for the exclusive benefit of Eaglecrest Ski Area, a nonprofit entity of the City and Borough of Juneau” also provides support to the ski area.

The Assembly at various times has discussed the privatization of Eaglecrest, this includes:

- In 1986, CBJ issued a request for proposals (RFP) for a private concessionaire to operate the ski area. It appears that no responsive bids were received.³
- In 1999 Mayors Fiscal Task Force considered privatization, no action was taken.⁴
- The 2012 Strategic Plan recommends pursuing relationships with the private sector for summer use.⁵
- The 2019 Summer Development Plan references the possible use of public-private partnerships, 100% private financing, or 100% public financing.⁶

Other considerations: While Eaglecrest employees are not covered by a collective bargaining agreement, some employees are PERS eligible. Care will need to be taken to identify these employees and assess any PERS liability.

¹ See ballot and ordinance.

² Eaglecrest Ski Area Summer Development Plan (2019), page 8.

³ *Id.*

⁴ *Id.*

⁵ Eaglecrest Ski Area Master Plan (2012), page 105

⁶ Eaglecrest Ski Area Summer Development Plan (2019), page 51.

Presented by: Committee
the Whole
Introduced: 7-16-81
Drafted by: G.L.S.

Section F, Item 4.

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 81-43

AN ORDINANCE PROPOSING TO AMEND THE CHARTER
OF THE CITY AND BOROUGH OF JUNEAU TO
AUTHORIZE THE CREATION OF A BOARD FOR THE SKI AREA.

WHEREAS, it may be to the benefit of the public to place the management and operating responsibility of the ski area under a board, and

WHEREAS, prior to the creation of any such board all doubts as to the municipality's authority to create such an entity should be removed;

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

Section 1. Classification. This ordinance is a non-code ordinance.

Section 2. Submission to the Voters. An amendment to add a new Section 3.20 to the Charter of the City and Borough of Juneau, Alaska, shall be submitted to the voters of the city and borough at the next regular municipal election. The city and borough clerk shall prepare the ballot title to be submitted to the qualified voters as provided by this ordinance and shall perform all necessary steps in accordance with law to place this proposition before the qualified voters at said election.

Section 3. Proposition. The proposition shall read substantially as follows:

Proposition Number _____

Charter Amendment

An Amendment Adding A New Section 3.20
To the Charter of the City and Borough
of Juneau, Alaska.

Be it enacted by the City and Borough
of Juneau, Alaska, a new Section 3.20
reading as follows is adopted as a part
of the Charter of the City and Borough
of Juneau, Alaska:

3.20 Ski Area Board. The assembly shall appoint members of a board of directors for the municipally-operated ski area. Notwithstanding the provisions of Section 3.16 of this Charter, the board shall derive its authority and power from the assembly by ordinance.

FOR THE AMENDMENT ☐

AGAINST THE AMENDMENT ☐

ADOPTED this 6th day of August, 1981.

C. D. Johnston
Mayor

Attest:

[Signature]
Clerk

MEMORANDUM

CITY/BOROUGH OF JUNEAU

Lands and Resources Office
155 Heritage Way, Juneau, Alaska 99801
Dan.Bleidorn@juneau.gov
(907) 586-5252

TO: Wade Bryson, Chair of the Assembly LHED Committee
FROM: Dan Bleidorn, Lands and Resources Manager *Daniel Bleidorn*
SUBJECT: Request to Purchase CBJ Property located at 2nd St. and Franklin St.
DATE: May 1st, 2025

On April 4, 2025, the Lands Office received a request to purchase property from James Bibb at NorthWind Architects, representing The Great North Inn & Residences. This CBJ property is located at the corner of 2nd Street and Franklin Street and is currently utilized as a surface parking lot. The application proposes purchasing the property from the CBJ at fair market value and build "a project of about 15 floors with street access for commercial tenants along Franklin Street" and that "the goal of this level of proposed density is to contribute to the direct opportunities of this specific site... Further, the current vertical density of the Baranof Hotel provides a shoulder where the efficiency of the stacking program complements the existing neighborhood." This property is zoned MU, and in the MU district there are no setbacks, no height restrictions, no lot coverage restrictions, and no maximum density limitations. This parcel is also located in the *No Parking Required Area* and the location also allows the project to qualify for CBJ 12-year tax abatement.

The Assembly has considered the disposal of the property located at the corner of 2nd Street and Franklin Street numerous times over the past decade. In 2014 the CBJ received a request to purchase this property from Juneau Legacy Properties (JLP). After consideration, the LHED Committee authorized a 30-day RFP for additional proposals and no additional proposals were received. After the JLP failed to provide additional information that was needed to move the proposal forward, the application was eventually terminated by the Assembly.

In 2016 the CBJ received another request for the purchase and development of this property for housing from Eagle Rock Ventures (ERV). Again, the CBJ solicited additional proposals which resulted in 1 additional proposal being received. The second proposal was again from JLP. The outcome of the RFP was to work with ERV. After additional evaluation of the site by ERV, there were concerns with the parking requirements which led to the project being financially infeasible. The outcome of this application was the creation of the No Parking Required Area as outlined in [Ordinance 2024-20 Exhibit A](#).

This property is included in the 2025 Adopted Assembly Goals under "Continue planning and implementation of (re)development of Telephone Hill, Pederson Hill, 2nd/Franklin, and CBJ land recently re-zoned to encourage density." If this property is developed as

proposed it would provide multiple types of housing downtown and seems to co with the expectations evaluated during the Assembly's previous redevelopment attempts.

According to 53.09.260 (a) "The proposal shall be reviewed by the assembly for a determination of whether the proposal should be further considered and, if so, whether by direct negotiation with the original proposer or by competition after an invitation for further proposals. Upon direction of the assembly by motion, the manager may commence negotiations for the lease, sale, exchange, or other disposal of City and Borough land." If it is determined by the full Assembly to consider this disposal through direct negotiations, then the proposal submitted provides a preliminary concept which would be updated pending Planning Commission and Assembly review. Any substantial changes to the proposal would be brought back to the LHED Committee for discussion and the Committee would receive regular updates from The Great North Inn & Residences. The applicant provided Attachment 2, which broaches the topic of CBJ financial support. If this project moves forward, any discussion of financial support for this development will be brought to the Assembly when more financial information and analysis is available.

Staff request that the Lands, Housing, and Economic Development Committee forward this application to the Full Assembly with a motion for direct negotiations with the original proposer as per 53.09.260 (a).

Attachments:

1. James Bibb NorthWind Architects: Re: Interest in 2nd and North Franklin Properties
2. James Bibb NorthWind Architects: Re: Level and Format of CBJ Financial Support
3. Site Diagrams from NorthWind Architects



April 25, 2025

The City and Borough of Juneau
Division of Lands and Resources
155 Heritage Way, Suite 218
Juneau, Alaska. 99801

To: Dan Bleidorn, Lands and Resources Manager

Re: Interest in 2nd and North Franklin Properties

This letter will formally notify **The Great North Inn & Residences of interest.** ("The Great North Housing Association") a 501 (c) 3 (in formation) in purchasing and developing the 2nd and North Franklin properties.

The above-referenced site is approximately 13,261 sf. To maximize the use of this footprint, we propose expanding the markable area by extending the project vertically to accommodate several essential program offerings.

We propose a project of up to 15 floors with street access for commercial tenants along Franklin Street:

- | | |
|---|--------|
| ● Basement Level Parking/Building Operation/Storage | -1 |
| ● Lower floor, Commercial/ limited parking | 1-2 |
| ● 3 floors Hotel/short-term rentals | 3-6 |
| ● 4 floors Workforce Housing | 7-10 |
| ● Up to 5 Floors Apartments* | 11-15* |

*Final Height to be determined based on a thorough financial feasibility study

The goal of this level of proposed density is to contribute to the direct opportunities of this specific site. The 2nd and Franklin locations are ideal for contributing to the emerging street frontage commercial activity. Further, the current vertical density of the Baranof Hotel provides a shoulder where the efficiency of the stacking program complements the existing neighborhood.

The program offerings of hotels, workforce housing, and market-rate apartments provide a balanced pro forma and answer the current City needs by combining workforce, short-term, and long-term hospitality in one facility.

This project and other efforts, including Telephone Hill, could realize our city's housing priorities within a few years. This, in turn, will provide confidence in our community's future growth, which is precisely where that development is the most efficient: our central urban core, where services, such as public transportation and utility services, are already in place.

Aside from housing, our proposal will include three floors of a new contemporary hotel program in our downtown. Jill Ramiel, owner and manager of The Silverbow Inn, will lead our proposal team's hotel and hospitality programming.

Our project will amplify a robust and vibrant city center whose year-round attendees will encourage private investment in the immediate area surrounding it.

The Great North Inn and Residences, a nonprofit joint venture led by Johnson Carr, a Seattle-based workforce housing developer, is already considering a greater community investment with its proposal for the future development of Telephone Hill. Outside capital investment requires

Sean M Boily AIA
Principal Architect

James Bibb AIA
Principal Architect

David Hurley AIA
Principal Architect

126 Seward Street
Juneau, AK 99801

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f.907.586.6181



scale to work. Involvement of these two locations alone could add nearly 300 direct housing units to the downtown core and complement each other’s uses.

For our proposal, we will jointly plan, entitle, construct, and manage or sell at least 100 residential housing units on the subject property.

For success, the project's design will be in partnership with the CBJ Affordable Housing Commission to reflect directly the number and type of needs in this community, committing to the Assembly’s priority for housing growth.

The Development Team proposes that CBJ sell the property on a long-term, subordinated contract bearing minimal interest.

Further, given that the site's geology is mostly solid rock, the cost of road construction, building foundations, and all subsurface work will be extraordinary. This cost is unsustainable and will push the unit prices into a range not affordable by our anticipated residents. Our proposal includes a request that CBJ fund all site work before vertical construction.

Team:

Developers

JohnsonCarr -

Johnson Carr will act as Fee Developer until stabilized and Project Manager thereafter.

www.johnsoncarr.com

Johnson Carr Biography
Kelten Johnson/Tyler Carr
Johnson Carr (www.johnsoncarr.com)

Johnson & Carr is a Seattle and Central Idaho-based developer committed to expanding into the Southeast Alaska market. Specializing in multi-family and mixed-use projects founded by Tyler Carr and Kelten Johnson in 2010, the company specializes in creative applications of urban infill, focusing on providing affordable and sustainable housing. J&C is responsible for developing roughly 1,500 residential units valued at over \$350MM through the successful execution of 25 ground-up projects, with an additional 580 units at various levels of development. Having established strategic partnerships with like-minded local investors, design professionals, contractors, and community stakeholders, J&C’s core values are realized through responsible development projects that contribute to the neighborhoods and communities in which they are located. As Seattle natives and Idaho residents, J&C is a long-term owner committed to enhancing the built environment of the places they love.

Kelten Johnson thoroughly understands how buildings function both operationally and financially, allowing him to be involved in many aspects of the development process. Kelten has been active in real estate development and investment since 2006, with experience in brokerage sales, for-profit development, and non-profit development. Kelten has a degree from Colorado State University and a certificate from the University of Washington’s Commercial Real Estate Program.

Tyler Carr has expertise in the tangible and analytical sides of real estate development. Tyler brings 20 years of experience to Johnson & Carr, overseeing all the business's financial aspects. He began his career in real estate in 2005 when he formed NCS Development, specializing in residential contracting and development. Tyler has a degree in Economics and a certificate in Construction Management from the University of Washington.
Recent Johnson & Carr Projects:2

Johnson & Carr’s three most recent projects have involved more complex financing strategies, highlighting their growing expertise in executing affordable and workforce housing projects.

- 228 106th PL NE, Bellevue, WA: 172 multifamily units, 60% at 80% AMI, 20% at 60% AMI. This project was funded by a combination of traditional GP capital, conventional bank financing, and a \$20M subordinate loan through the Amazon Housing Equity Fund (in exchange for 99-year covenants). County property tax abatement and local grants were also utilized.
- 1522 W State St, Boise, ID: 104 multifamily units, divided into two separate legal projects/entities. Half of the building is funded via traditional market rate methods while the other half is funded through tax credit investor equity, State of Idaho below-market subordinate debt and City grants.
- 2120 152nd Ave NE, Redmond, WA: 233 multifamily units, 50% at or below 80% AMI. This project was funded through traditional GP capital, conventional bank financing, and a \$15M subordinate loan through the Amazon Housing Equity Fund. County property tax abatement and local grants were also utilized.

Hospitality Consultant Development Team Partner - Juneau

Jill Ramiel, Silverbow Inn

Jill Ramiel will join JohnsonCarr for local development expertise. For almost thirty years, Jill has successfully owned and operated the Silverbow Inn, a short-term/hotel business in Juneau. As past president of the Juneau Downtown Business Association, Jill continues to work on Juneau's economic growth. Jill adds local expertise and an unparalleled understanding of our downtown community.

Principal Architect:

Northwind Architects, LLC, Juneau

David Hurley, AIA, Sean Boily, AIA and James Bibb, AIA(www.northwindarch.com)

NorthWind Architects LLC is a Juneau-based architectural firm of three licensed professional architects and six supporting staff. NorthWind is an intimate studio that believes good design comes through a collaborative process that includes clients, users, maintenance staff, and community stakeholders. We pursue excellence in architecture, planning, project coordination, and construction administration and have a rich history of public and private design experience throughout Alaska and Oregon.

NorthWind brings over 20 years of collaborative involvement, specifically within the Juneau downtown and the State Capitol Center. Our office is located one block from this site. We offer valuable local process experience working with the City and Borough of Juneau. We have detailed knowledge specific to the Telephone Hill site, both as part of the planning, design, and construction of the existing CBJ Downtown Parking Garage, and Transportation Center, and in serving the State of Alaska on dozens of projects in the surrounding State-owned facilities that are the neighbors to this development

Community Outreach and Involvement:

Similar to our approach with the Telephone Hill process, we expect to verify design intent and outreach to the Juneau community and essential community members. Noted in a project of this scale, neighborhood impact is best addressed well before a planning commission meeting; we welcome CBJ leadership and Community Development participation in the conceptual design process. We also welcome neighborhood outreach early in the design process to inform intent better. We anticipate discussions on parking, density, dimensional standards, and use, and plan to make community interest part of our process.

126 Seward Street
Juneau, AK 99801

p.907.586.6150
f.907.586.6181

Thank you very much.
James Bibb
NorthWind Architects



April 29, 2025

The City and Borough of Juneau
Division of Lands and Resources
155 Heritage Way, Suite 218
Juneau, Alaska. 99801

To: Dan Bleidorn, Lands and Resources Manager

Re: Level and Format of CBJ Financial Support

Dan and Scott:

For consideration and the basis for negotiations as the project moves forward, the following is a summary of notes shared within our proposal group to supplement the letter of interest. We understand that a broader negotiation will be part of future negotiations once this interest moves forward.

REQUESTED FINANCIAL ASSISTANCE:

- 1) **Pre-Development Soft Cost - Loan:**
\$2,000,000 - added to the purchase price of the land and repaid on similar terms.
- 2) **Land Purchase - Seller Financing:**
Market price - to be determined by appraisal. 5% down, balance @ 1% simple interest on the declining balance over 30 years. Subordinated to construction financing.
- 3) **2nd Mortgage - Alaska Housing Finance Corporation:**
20% of the construction cost - low or no interest. Subordinated to construction loan and permanent financing. Please join us in advocating for the project to AHFC and other State institutions that may be able to provide financial assistance.
- 4) **Property Tax Abatement:**
12 years.
- 5) **CBJ Loan:**
\$50,000 per market rate apartment and STS unit on established CBJ terms and conditions. (The project will likely need to include access to a per-unit loan on the Income Restricted units as well.)
- 6) **CBJ Grant:**
\$50,000 per Workforce Housing - Income Restricted unit on established CBJ terms and conditions.
- 7) **Parking:**
We are highly skeptical that the community will allow the introduction of a 200-unit non-parked project into an already jammed neighborhood. We are also gravely concerned about the negative impact of the lack of onsite parking on our lease-up rates. While JohnsonCarr is willing to move ahead with the project as non-parked, we may be forced to include a new parking facility in the project as a condition of our construction loan. If required, the Developer will consist of the parking improvement in the project with the understanding that CBJ shall fully reimburse all associated costs.

Sean M Boily AIA
Principal Architect

James Bibb AIA
Principal Architect

David Hurley AIA
Principal Architect

126 Seward Street
Juneau, AK 99801

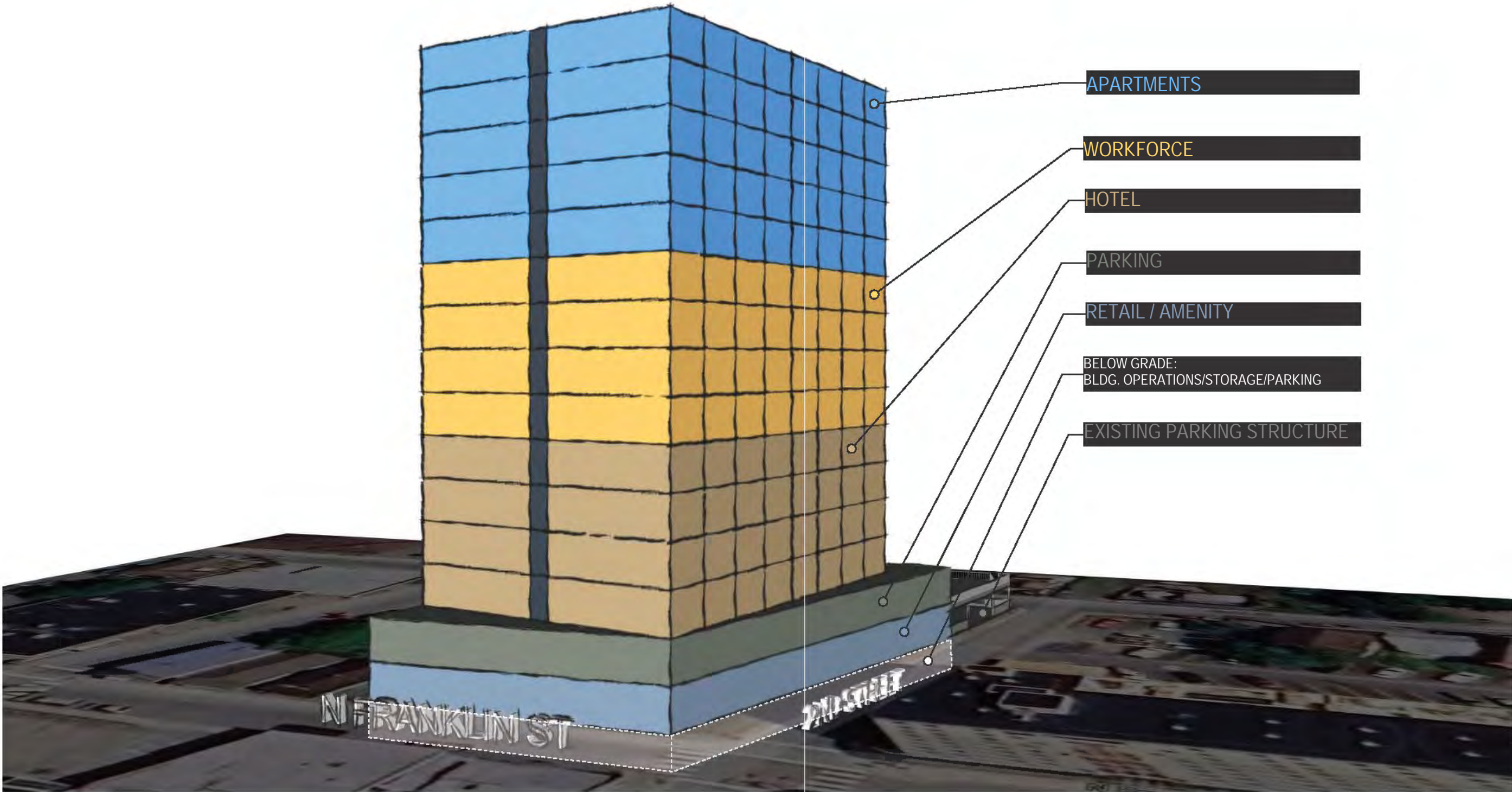
p.907.586.6150
f.907.586.6181

GREAT NORTHERN INN & RESIDENCES NORTHWIND ARCHITECTS

2ND STREET & N. FRANKLIN
JUNEAU, ALASKA

Section F, Item 5.





SITE MASSING

GREAT NORTHERN INN & RESIDENCES

SITE



SITE

- ZONE: MIXED USE (MU)
- SITE DIMENSIONS: 120'X100'
- MAX HEIGHT: NONE
- SETBACKS: NONE

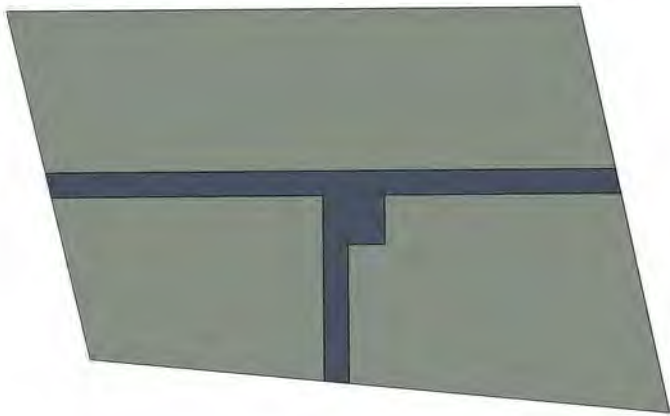
LEVELS 3-15

BASEMENT
LEVEL 1
LEVEL 2

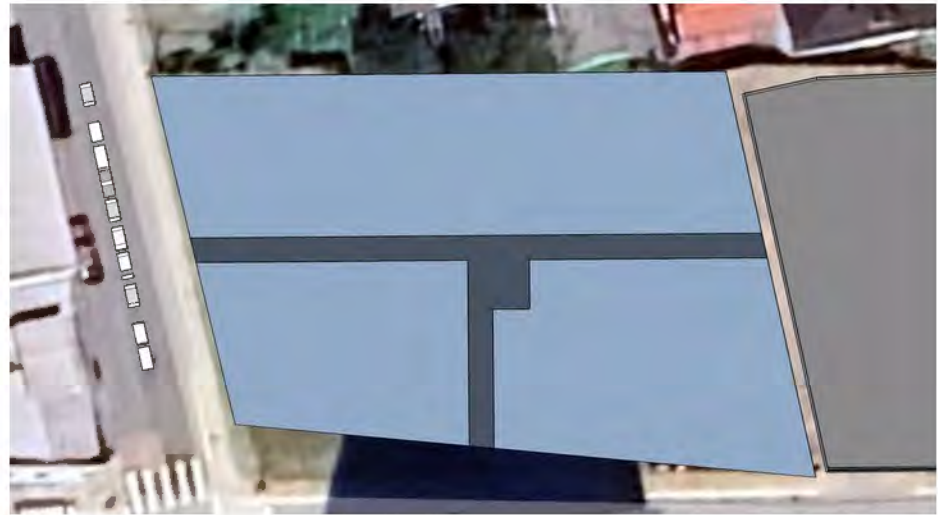
GREAT NORTHERN INN & RESIDENCES

PLAN DIAGRAM

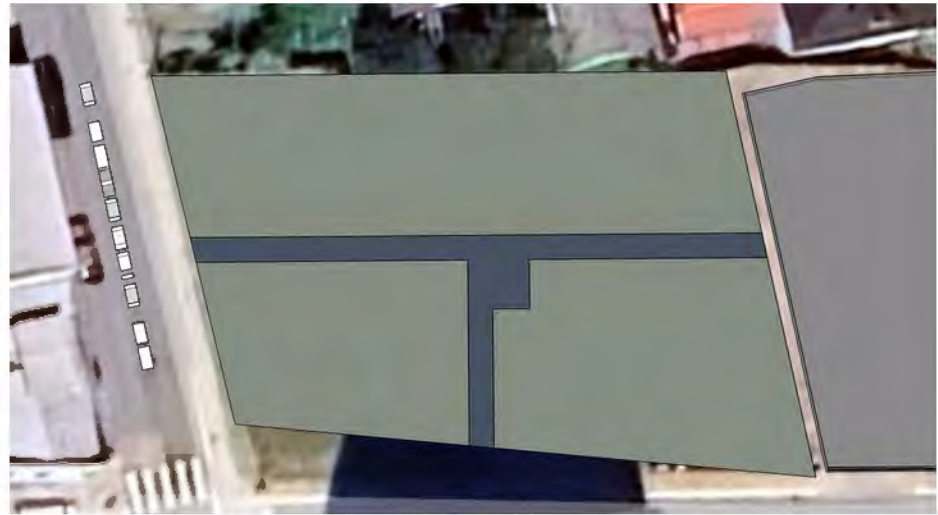
LEVEL BASEMENT: OPERATIONS /
STORAGE & PARKING



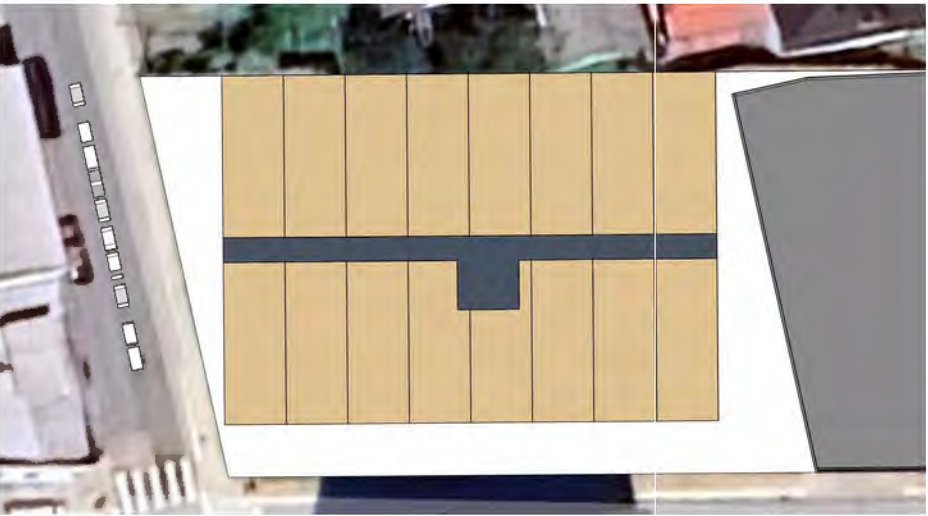
LEVEL 1: AMENITY & RETAIL



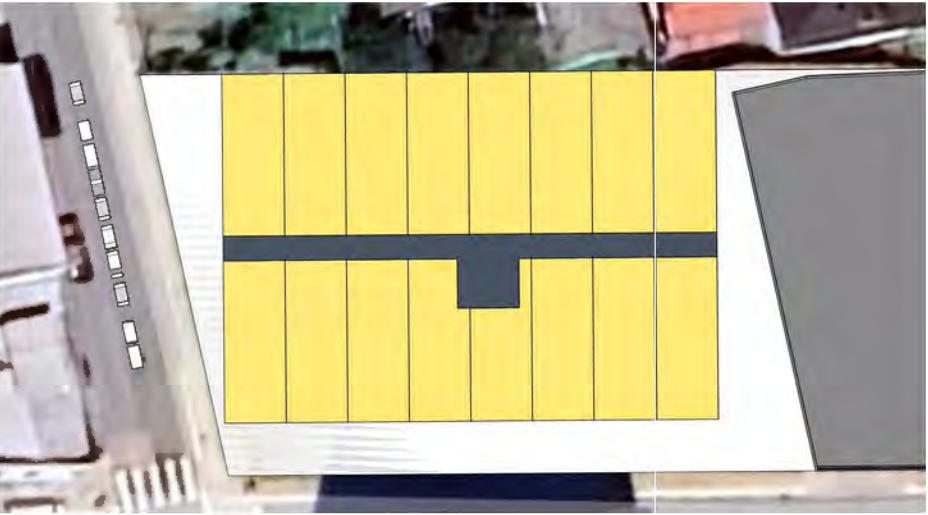
LEVEL 2: PARKING



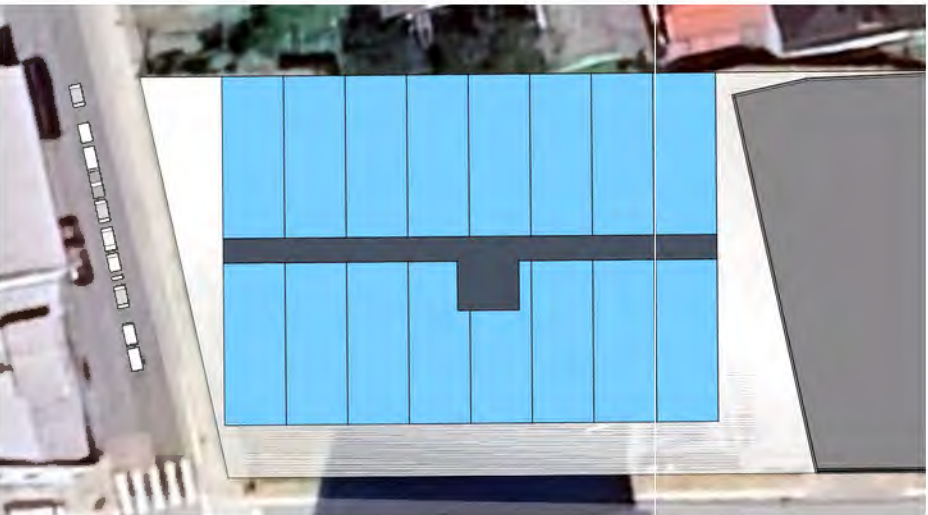
LEVEL 3-6: HOTEL



LEVEL 7-10: WORKFORCE HOUSING



LEVEL 11-15: APARTMENTS



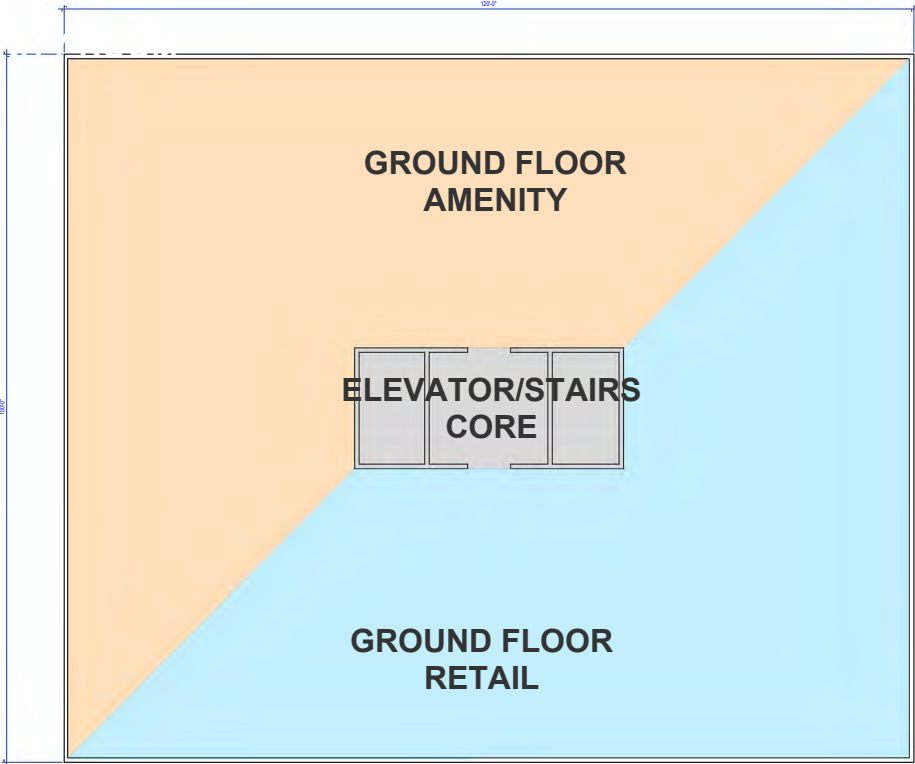
TYPICAL UNIT

NOTE: DATA IS APPROXIMATE

AREA: 592.5 SF
DIMENSION: 15' X 39.5'
PER FLOOR TOTAL: 16
HOTEL UNIT TOTAL: 64
WORKFORCE UNITS: 64
APARTMENT UNITS: 80

TYPICAL FLOOR AREA: 10,200 SF
DIMENSIONS: 85' X 120'

GREAT NORTHERN INN & RESIDENCES
GROUND FLOOR AMENITY/RETAIL CONCEPT



MEMORANDUM

CITY/BOROUGH OF JUNEAU

Lands and Resources Office
155 Heritage Way, Juneau, Alaska 99801
Dan.Bleidorn@juneau.gov
(907) 586-5252

TO: Wade Bryson, Chair of the Assembly LHED Committee
FROM: Dan Bleidorn, Lands and Resources Manager *Daniel Bleidorn*
SUBJECT: BLM Request for Information on Mayflower Island
DATE: April 23, 2025

For a number of years, the Department of the Interior, Bureau of Land Management (BLM), the Douglas Indian Association (DIA) and the CBJ have been communicating on the process by which the BLM can dispose of the property known as Mayflower Island to the DIA. BLM has the authority to transfer ownership of the Island to the CBJ but not DIA. In part because of this, the Assembly has not taken any action on acquiring this property in order to give DIA and BLM an opportunity to facilitate the transfer of ownership to DIA. BLM informed the CBJ that if the CBJ does not accept this property as a donation then BLM will sell the property through a BLM competitive disposal process. **The 2025 Assembly Goals for Community, Wellness, and Public Safety, includes Goal E "Support Douglas Indian Association's efforts to acquire Mayflower Island"**. The attached letter from the BLM provides an opportunity for the Assembly to provide direction on achieving this 2025 Assembly Goal.

One option to achieve the 2025 Assembly goal would be for the CBJ to acquire this property from BLM and then transfer ownership to DIA. The acquisition of property by the CBJ as a grant of gift requires that the Assembly adopt a resolution accepting the property, "real property to be acquired as a grant or as a part of a program of grants or which is offered to the City and Borough as a gift, or at less than fair market value and which is not required for an approved project, may be accepted only upon the approval of the assembly by resolution." BLM expects the process to take around two years from the time that the Assembly adopts this resolution. During the time when BLM is working through their disposal review process, the Assembly could work to authorize the disposal to DIA.

The process for disposing of CBJ property, for less than fair market value, to the DIA would require the Assembly to adopt an ordinance authorizing the disposal. The Island has a communications tower which is of interest to the CBJ to bolster communications and public safety networks. If the CBJ facilitates the transfer from BLM to DIA through an acquisition and disposal, it is recommended that the CBJ retain ownership of the communications tower by recording an easement prior to transfer of ownership to DIA.

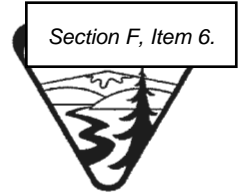
Staff request that the LHED Committee direct the CBJ attorney to draft a resolution accepting this property from BLM with the intention of disposing of it to DIA and forward it to the full Assembly for public hearing



United States Department of the Interior

Section F, Item 6.

BUREAU OF LAND MANAGEMENT
Glennallen Field Office
P.O. Box 147
Glennallen, Alaska 99588
www.blm.gov/alaska



In Reply Refer To:
2710 (AKA020)

CERTIFIED MAIL 70211970000223043593
RETURN RECEIPT REQUESTED

NOTICE

Mr. Dan Bleidorn
Lands and Resources Manager
City and Borough of Juneau
155 South Seward Street
Juneau, AK 99801

REQUEST FOR INFORMATION MAYFLOWER ISLAND

In recent correspondence regarding the process forward for Mayflower Island and pursuant to Public Law 104-134, the Secretary is authorized to convey, without reimbursement, title and all interest of the United States in property and facilities to the City and Borough of Juneau (CBJ), Alaska; and in other localities to such university or government entities as the Secretary deems appropriate and as applicable under Section 203 of the Federal Land Policy and Management Act of October 21, 1976 (FLPMA), the following described lands:

U.S. Survey No. 3844, Alaska,
U.S. Survey No. 13967, Lots 1 and 2,
Copper River Meridian, T. 41 S., R. 67 E., Section 36.

The area described contains 5.45 acres, according to the official plat of survey of the said land on file in the Bureau of Land Management (BLM).

The BLM, Glennallen Field Office is requesting a resolution to accept the lands described from CBJ within 60 days receipt of this letter. The resolution will outline acceptance by CBJ to receive the property in its current status from the BLM with no cost reimbursement. This includes all structures, buildings, and infrastructure located on the 5.45 acres. Should CBJ choose not to accept the lands described, the BLM will move to surplus the lands through the General Services Administration (GSA) in the interest of public administered lands.

If you have any questions, please contact Kyle Kraynak, Assistant Field Manager, Facilities and Project Management at the above address, email kkraynak@blm.gov, or telephone (907) 535-1815.

Sincerely,

ALYSIA
HANCOCK

Alysia Hancock
Field Manager

Digitally signed by Alysia
HANCOCK
Date: 2025.04.02 12:45:07
+08'00'

INTERIOR REGION 11 • ALASKA

Mayflower Island

Section F, Item 6.





Mayflower Island



Section F, Item 6.



Section F, Item 6.



Section F, Item 6.



ALTERNATE NO. 1 NOTES:

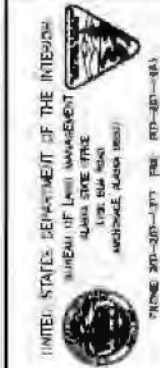
PARTITION OF COMPONENTS OF EXISTING BUILDING
 1. PAINT LOCATED ON EXISTING WALLS, LITE & FRAMES CONTAIN LEAD. GRINDING OR SANDING THESE COMPONENTS IS PROHIBITED. PAINT CHIPS AND LEADS LIBERATED FROM THE REMOVAL OF EXISTING SURFACES MUST BE COLLECTED, PACKAGED, TRANSPORTED AND DISPOSED OF IN ACCORDANCE WITH SPECIFICATIONS.

KEYNOTES

- ① NEW CONCRETE RAMP
- ② NEW CONCRETE STAIR
- ③ ALUMINUM PIPE CORNER RAIL/HANDRAIL
- ④ SMOOTH FACE NATURAL COLORED CONCRETE WALL WITH CUT GROOVES. SEE 2/A3.2
- ⑤ PREFINISHED HANDBAY CAP
- ⑥ SQUATCH 4" X 1/2"
- ⑦ ELEVATOR ENCLOSURE
- ⑧ NEW LIGHT FIXTURE, SEE ELECTRICAL



② TYPICAL CUT GROOVE
 SCALE: 1/2" = 1'-0"



Drawn/Stamped	Asst/Rev
Project No.	000
Owner	BLM CHL
Checked	CHL
Date	05/23/2009

Sheet Contents:
 EXTERIOR ELEVATION

Sheet Number:
A3.2
 USON N.D. 760010

BLM JERIC EGRESS
JUNEAU, ALASKA



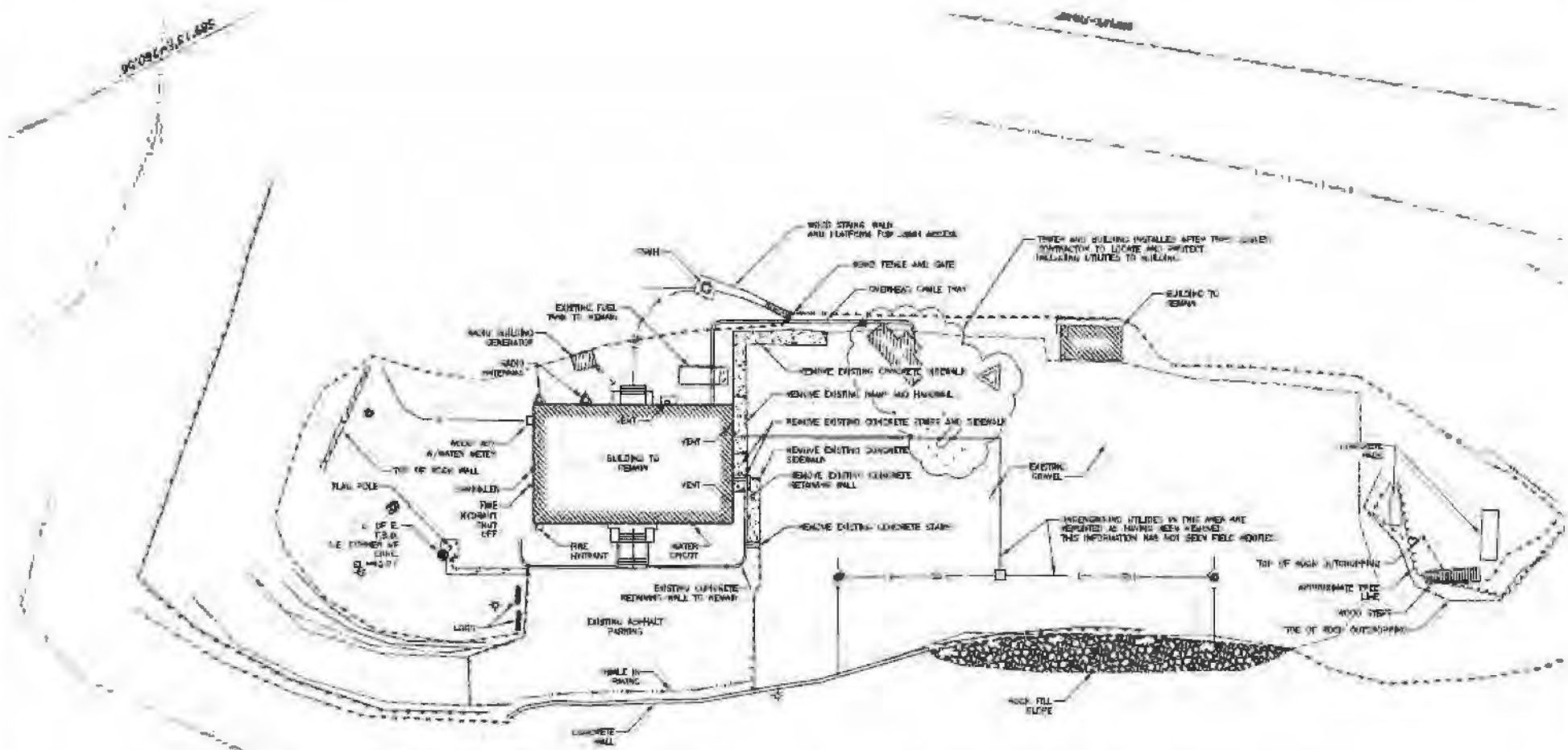
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
JUNEAU OFFICE
JUNEAU, ALASKA 99801
PHONE 907-457-1231 FAX 907-457-1110



Date Stamped	11/13/98
Project No.	034
Drawing	BLM
Checked	WEL
Date	03/23/2004

Sheet: 034/034
JUNEAU, ALASKA

Sheet Number:
C1.0
USGS W.D. 780325



GENERAL NOTES:

1. LOCATION OF EXISTING UTILITIES AND APPROXIMATE CONTRACTOR SMALL DEMU CHART LOCATIONS IN GASTINEAU UTILITY LOCATES FROM TO START OF CONSTRUCTION AND EXERCISE CAUTION DURING EXCAVATION.
2. EXISTING TO CONSTRUCTION SURVEY WAS PERFORMED BY FIELD ENGINEERING IN JULY 1998 AND REPORTED IN JULY 1998. CONTRACTOR TO FIELD VERIFY FOR COMPLETENESS OR CHANGES SINCE SURVEY.
3. CONTRACTOR TO RESTORE DISTURBED PROPERTY TO MATCH EXISTING CONDITIONS EXCEPT AS SHOWN OTHERWISE.
4. AN HISTORICAL INVESTIGATION WAS PERFORMED FOR THIS PROJECT. INTERVIEW WITH THE DISTRICTED ARCH PILL OVER SHALLAN BEHOLD. CONTRACTOR TO FIELD VERIFY.

DEMU SITE PLAN

GASTINEAU CHANNEL



MEMORANDUM

CITY/BOROUGH OF JUNEAU

Lands and Resources Office
155 Heritage Way, Juneau, Alaska 99801
Dan.Bleidorn@juneau.gov
(907) 586-5252

TO: Wade Bryson, Chair of the Assembly LHED Committee
FROM: Dan Bleidorn, Lands and Resources Manager *Daniel Bleidorn*
SUBJECT: Liscio Access and Utility Easement Application
DATE: May 1, 2025

In April the Lands Office received an application from Zach and Nicole Liscio, the owners of USS 1287 TR B1, which is a property without road frontage, north of the Juneau Douglas Bridge on Douglas Island. CBJ acquired this property from the State of Alaska. Prior to the transfer of the property to CBJ, the State granted a right-of-way across this property to serve properties south of the applicant's lot, which also do not have road frontage. The applicant requests a continuation of the ROW access from the CBJ through the acquisition of an access and utility easement.



In accordance with 53.09.300(c) Lands staff forwarded this application to the Community Development Department and the Engineering & Public Works Departments and any comments or concerns will be included and addressed in any future recommendations. CBJ Code 53.09.300(d) states that "upon receipt of the assembly lands committee recommendation, the assembly may, by resolution, authorize the manager to execute the easement under such terms and conditions as are authorized by the assembly." If the LHED Committee provides

a motion of support for this request, a resolution will be presented to the assembly for review and public hearing. The resolution would contain terms and conditions to be included in the easement.

Staff request that the LHED Committee forward this application for an easement to the full assembly with a motion of support.

TRACT B-3
USS No 1287

U. S. SURVEY
No. 3543, ALASKA
embracing
Lots 125 to 156, Inclusive

SITUATED

ON BOTH SIDES OF THE NORTH DOUGLAS HIGHWAY
ABOUT FIVE MILES NORTHWEST OF THE JUNEAU-DOUGLAS BRIDGE
AND ADJOINING HOMESTEAD ENTRY SURVEY NO. 111

Geographic Position at Corner No. 1:
Latitude $58^{\circ}20\frac{1}{2}'$ N. Longitude $134^{\circ}31\frac{1}{2}'$ W
(Approximate)

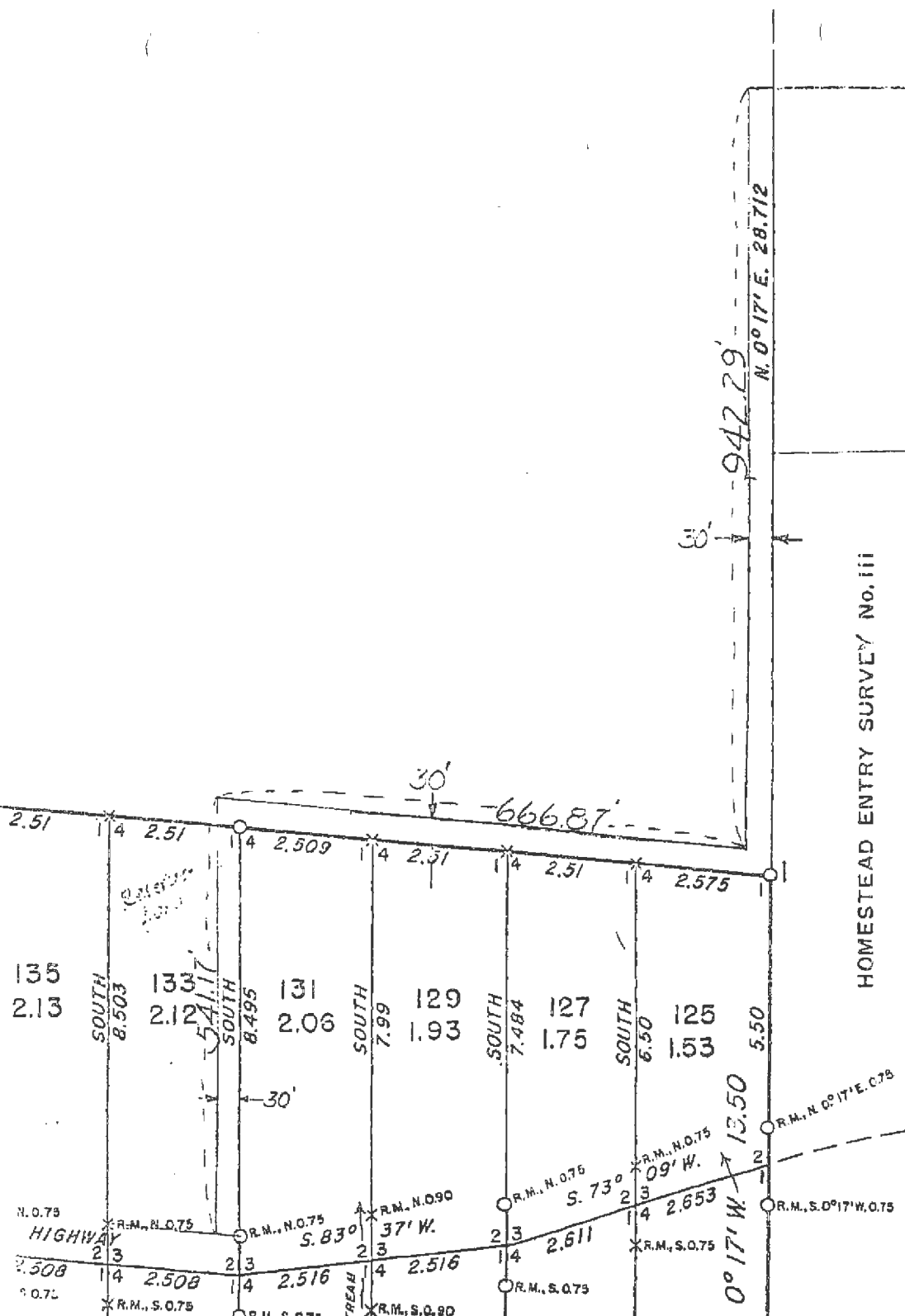
AREA: 59.04 ACRES

Executed By

ROBERT Q. PICKERING, CARTOGRAPHIC SURVEY AID

July 5 to 20, 1957

Under Special Instructions
Dated June 25, 1957
And Approved June 27, 1957



666.87

STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF LANDS

Form No. DL 72

ADL No. 32098

RIGHT-OF-WAY PERMIT

THIS AGREEMENT made and entered into this 3rd day of May, 1966, by and between the STATE OF ALASKA, acting by and through the Department of Natural Resources, Division of Lands, hereinafter referred to as the grantor and WALLACE K. WILLIAMS hereinafter referred to as the permittee.

WITNESSETH, that in accordance with the provisions of Chapter 169, SLA 1959, and the rules and regulations promulgated thereunder, the permittee having filed an application for a right-of-way for: Public Access Road

with the Division of Lands together with a map showing the definite location thereon of the line of right-of-way which the permittee has adopted and agrees to be the specific and definite location of the aforesaid right-of-way, and

WHEREAS, it is understood and agreed by the permittee herein that, as a condition to the granting of the right-of-way applied for, the land covered by said right-of-way shall be used for no purpose other than the location, construction, operation and maintenance of the said right-of-way over and across the following described State lands, to wit:

Within Lot 133, U. S. Survey 3543 and adjacent to U. S. Survey
3543 and U. S. Survey 1287, Township 41 South, Range 66 and 67
East, Copper River Meridian (as outlined on attached plat)

running 2120 feet ~~more or less~~ and/or containing 1.462 acres, more or less and shall extend a width of 30 feet ~~more or less~~

until no longer used for public access ~~road~~ TO HAVE AND TO HOLD the same for the period ~~not to exceed 10 years~~ and subject to conditions and reservations elsewhere set forth herein, for which the permittee agrees to pay to the State of Alaska the sum of N/A dollars, said amount to be due and payable as follows:

The sum of N/A (\$) dollars, the receipt of which is hereby acknowledged and (\$) N/A dollars on N/A

This right-of-way is granted upon the following terms and conditions, to wit:

The permittee ~~shall~~ ^{NOT APPLICABLE} pay rentals in advance for each year. Any failure to make such payment ~~shall~~ constitute a default and should the default continue for 60 days, the grantor may, upon written notice, terminate ~~or~~ ^{NOT APPLICABLE} revoke this permit. After

1R

19
2-6-66 file

default has occurred no structure, building or other equipment may be removed from the right-of-way without the written permission of the grantor.

At any time not less than five years after approval of this permit or after the last opportunity for revision of rates per year hereunder, the grantor may review such rates and impose new annual rates as he may deem reasonable and proper.

The sketch map revealing the right-of-way granted herein shall be attached hereto and made a part hereof.

In the event that the right-of-way herein granted shall in any manner conflict with or overlap a previously granted right-of-way the permittee herein shall use this right-of-way in such a manner as not to interfere with the peaceful use and enjoyment of the previously issued right-of-way and no improvements shall be constructed by the permittee herein upon the overlapping area unless the consent therefor has first been obtained from the permittee under the pre-existing right-of-way.

The permittee in the exercise of the rights and privileges granted by this indenture shall comply with all regulations now in effect or as hereafter established by the Division of Lands and all other Federal, State or municipal laws, regulations or ordinances applicable to the area herein granted.

Upon abandonment, termination, revocation or cancellation of this indenture, except for failure to pay rental, the permittee shall within 90 days remove all structures and improvements from the area herein granted, except those owned by the grantor, and shall restore the area to the same or similar condition as the same was upon the issuance of this permit. Should the permittee fail or refuse to remove said structures or improvements, within the time allotted, they shall revert to and become the property of the grantor. However, the permittee shall not be relieved of the cost of the removal of the structures, improvements and/or the cost of restoring the area. Provided further, however, that the grantor, in his discretion, may alter or modify the requirements contained in this provision if it is to the best interest of Alaska to do so.

The permittee shall utilize the lands herein granted consistent with the purposes of the proposed use, as revealed by the application therefor, and shall maintain the premises in a neat and orderly manner and shall adopt and apply such safety measures as shall be necessary, proper and prudent with respect to the use to which the land is subjected.

The permittee shall take all reasonable precaution to prevent and suppress brush and forest fires. No material shall be disposed of by burning in open fire during the closed season unless a permit therefor has first been obtained from the agency empowered by law to issue such permits.

Prior to any construction or development that will use, divert, obstruct, pollute or utilize any of the waters of the State, the permittee shall first obtain approval therefor from the Commissioner of the Department of Fish and Game and file an image copy thereof with the grantor.

-3-

Any lands included in this permit which are sold under a contract to purchase shall be subject to this permit and rental shall be collected thereon by the grantor until such time as the purchaser shall have completed his contract and secured title to the land. Upon issuance of title to the purchaser, this permit shall remain in effect until its date of expiration.

In case the necessity for the right-of-way shall no longer exist, or the permittee should abandon or fail to use the same, then this permit shall be revoked or terminated.

The State of Alaska shall be forever wholly absolved from any liability for damages which might result to the permittee herein on account of this permit having been cancelled, forfeited, or terminated prior to the expiration of the full time for which it was issued.

The permittee shall not sublet or assign the right-of-way herein granted, or this permit, without the written consent of the grantor.

NOW THEREFORE, in accordance with the provisions of Chapter 169, SLA 1959, and the rules and regulations promulgated thereunder and in accordance with the conditions heretofore set forth or attached hereto and made a part hereof, the permittee herein is hereby authorized to locate, construct, operate and maintain said right-of-way over and across the lands herein described.

IN WITNESS WHEREOF, the said grantor has caused these presents to be signed in duplicate and the permittee herein has hereunto affixed his signature on the day and year first above written.

STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

By: [Signature]

~~Director~~ Division of Lands, Lands Officer

[Signature]
Permittee

UNITED STATES OF AMERICA)
State of Alaska) ss.

This is to certify that on the 17th day of October, 1957, before me, the undersigned Notary Public, personally appeared F. J. Keenan known to me and known by me to be the ~~Director~~ Lands Officer of the Division of Lands of the Department of Natural Resources, and acknowledged to me that he executed the foregoing instrument for and on behalf of said State, freely and voluntarily and for the use and purposes therein set forth.

-6-

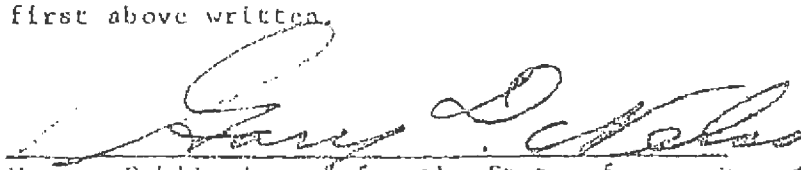
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Notary Public in and for the State of
Alaska. My commission expires _____

UNITED STATES OF AMERICA)
State of Alaska) ss.

This is to certify that on this 13 day of May, 1966, before me, the undersigned, a Notary Public in and for Alaska duly commissioned and sworn, personally appeared WALLACE K. WILLIAMS to me personally known to be one of the persons described in and who executed the within instrument and the said WALLACE K. WILLIAMS acknowledged to me that he signed and executed the same freely and voluntarily for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.


Notary Public in and for the State of
Alaska. My commission expires August 30, 1967

ASSIGNMENT OF RIGHT-OF-WAY

Date: _____, 19____.

The application of _____
for permission to assign right-of-way # _____, and the application _____
for the assumption of said right-of-way, having been duly considered
this _____ day of _____, 19____, and without waiver of State rights which may
exist against the right-of-way assigned, and with this consent not to be construed
as initiating any new rights in assignee of right-of-way, consent is hereby given
for the assignment applied for and it is hereby ordered that the said right-of-way
_____ and all rights thereunder be and are hereby transferred to the said
_____.

STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

By _____
Director, Division of Lands

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-5-

The permittee accepts this permit with the express understanding that the same is conditional in nature. The Grantor has either selected the lands over which this right of way is to traverse or intends to select the same and reasonably believes that it will ultimately be vested with title thereto. Upon title being vested in the Grantor this permit shall become an unconditional right in the permittee subject, however, to all other terms and conditions stipulated herein. In the event, however, that the Grantor does not receive title to the lands herein described then this permit shall become null and void and it shall then become the obligation of the permittee to either abandon said right of way or initiate such action as shall be necessary to procure a right of way from other source or sources having the power to grant such permit over the lands herein described.

Attached to and made a part of right of way permit ADL 32098 dated May 3, 1966.

Accepted:

William K. Williams

Permittee

Date: May 13 1966



MEMORANDUM

DATE: May 1, 2025

TO: Assembly Lands, Housing and Economic Development Committee

FROM: Alexandra Pierce, Visitor Industry Director *Alex Pierce*

SUBJECT: Community Partner Scope Analysis

On March 17, 2025, the Lands, Housing, and Economic Development Committee discussed the need to evaluate the scope of CBJ's relationship with the community partner organizations that have a marketing and/or economic development function. The goal of this effort is to ensure consistency in CBJ's approach to funding partner organizations, avoid duplicative efforts, and minimize mission creep. Staff recommends that the Assembly appropriate \$10,000 to hire a consultant to review the scope of each organization and facilitate one or more strategy sessions aimed at ensuring that all community partners are using CBJ funds to fulfill their mission as defined by the Assembly. The consultant will produce a brief report on the goals and core functions of each organization. Staff recommends inviting community organizations that do not receive CBJ funds to participate in the analysis. At this critical time in Juneau's economy, it's important that the entities trusted with promoting and growing the community are all working toward the same set of goals with a defined set of projects and priorities tailored to their areas of expertise. The outcome for CBJ funded organizations – JEDC, Travel Juneau, and DBA – would be a funding MOA tailored to achieving the goals and priorities established in the consultant's report and would include metrics for success and a reporting structure that establishes a feedback loop between the organization and the Assembly LHED committee. Other organizations invited to participate – Juneau Chamber of Commerce and University of Alaska Southeast – would be encouraged to periodically review community-facing projects to ensure they align with the scope established by the consultant.

This work would take place in 2025 and would not be ready for the FY26 budget cycle. However, the Assembly is tasked with making funding decisions for the coming fiscal year. To help inform FY26 decision making, the summary below describes CBJ's current contractual relationship with each organization and the organization's priorities as defined therein.

Travel Juneau

Travel Juneau has the most comprehensive MOA and reporting structure of the three organizations. Travel Juneau also receives the most funding of the three with \$1,267,900 in Hotel Bed Tax in FY25. They also receive Marine Passenger Fees for visitor services (\$171,000 in FY25) and crossing guards (\$358,800

in FY25). Travel Juneau’s MOA includes metrics and Travel Juneau provides quarterly updates to the LHED committee. Travel Juneau’s duties include:

1. Develop and deliver destination marketing for CBJ, focusing on fully independent travelers (FITs), groups and meeting planners. Campaigns will include in-state, domestic, and international travelers and will include digital, limited print, social, and video platforms. Destination marketing will incorporate appropriate Tlingit visual and language elements and will support cultural tourism;
2. In marketing Juneau as a meetings and convention destination, provide planner services including, but not limited to, full bids, hotel room bids and rates, catering bids and rates, service referrals, familiarization tours to qualified planners, and event promotion;
3. Market and sell Centennial Hall Convention Center to meeting planners; collaborate with facility staff to help ensure ease of booking and delivery of events and services;
4. Develop and deliver a comprehensive array of accurate visitor information via destination website, mobile application, phone, face-to-face, and online inquiry;
5. Provide additional marketing and promotional opportunities to local visitor industry businesses;
6. Engage with the Alaska Travel Industry Association to ensure Juneau is represented in their ongoing national and international marketing programs;
7. Work with a variety of local organizations to encourage entrepreneurship and small business development in the visitor industry;
8. Maintain working relationships with visitor industry transportation providers to maintain and improve access to Juneau and Southeast;
9. Collaborate with state and regional tourism-related groups, committees, and commissions;
10. Staff visitor information centers during the regular tour season; and
11. Provide crossing guard services during the regular tour season.

Travel Juneau’s reporting mechanisms include a list of metrics ranging from room nights to website statistics. Quarterly reporting to the LHED Committee is not spelled out in the MOA but has happened at the request of the committee for the past several years.

Juneau Economic Development Council

JEDC’s MOA is extremely broad, and funds are loosely directed to four categories. JEDC received \$440,000 in FY25 to perform the following functions:

1. Help make Juneau a great capital city;
2. Strengthen key regional industries;
3. Develop talent;
4. Promote entrepreneurship and small businesses; and
5. Deliver economic development services.

The funding memo also directs JEDC to “pursue long-term goals, invest in developing and retaining talented staff, and be ready when needed to support the community to respond to crisis and opportunities”.

JEDC is required to submit an activity report within 90 days after the end of the grant year with the following information:

- An accounting of the disbursement or obligation funded with the CBJ grant; and
- A report on the programs funded and the progress of the Scope of Program.

JEDC also receives Marine Passenger Fees for one-off projects. In FY25, they received \$110,000 to fund a mobile data purchase.

Downtown Business Association

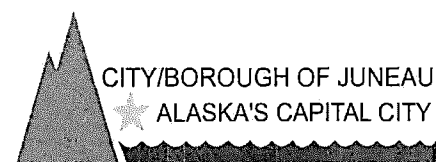
In FY25, DBA received \$40,000 in CBJ funding for the Main Street America Program, to “strategically implement the work of volunteer committees that work within the Main Street approach of Design, Promotion, Economic Vitality, and Membership.” including:

1. Promote downtown as a family-friendly destination through activities and programs such as Gallery Walk, monthly First Friday events, and Brunch Punch Card promotion;
2. Foster an attractive, safe, and clean environment to attract people downtown, through activities and programs such as partnering with the Visitor Industry Cluster Working Group, implementing a Downtown Ambient Lighting Plan, and coordination the annual Downtown Clean Up;
3. Strengthen and add capacity to DBA membership by promoting, fostering, and encouraging downtown business, and acting as an advocate on issues that face downtown businesses.
4. Develop and grow Light Up Juneau campaign to enhance atmosphere and safety, promote activities to attract people to downtown during the winter, and support family-friendly activities.

In FY25, DBA also received \$90,000 in Marine Passenger Fees for the Downtown Ambassador Program. This program hires staff to patrol downtown to provide visitor information.

Recommendation:

All three CBJ-funded community development organizations abide by their agreements with the City, and those agreements vary wildly in scope, detail, and level of reporting. In order to provide better direction and ensure Assembly satisfaction with the work products that CBJ funds, I recommend that the LHED Committee direct staff to develop a cost estimate and bring an appropriating ordinance for \$10,000 to the full Assembly to launch the community organization scoping project.



MEMORANDUM OF AGREEMENT

This is a Memorandum of Agreement (“MOA”) between the City & Borough of Juneau (“CBJ”) and the Downtown Business Association, a nonprofit corporation (Entity No. 10108003) organized under the laws of the State of Alaska, with its principal place of business in Juneau, Alaska, and holding Alaska Business License No. 30453. CBJ will provide the DBA with one-time funding of ninety thousand dollars (\$90,000) from Marine Passenger Fees for the Downtown Ambassadors Program and one-time funding of forty thousand dollars (\$40,000) from General Funds to help maintain Juneau’s Main Street America Program accreditation, for a total grant amount of one hundred thirty thousand dollars (\$130,000). The grant is intended to be expended in the period from July 1, 2024 through June 30, 2025.

Scope of Program

CBJ funding for this program was authorized by CBJ Ordinance No. 2024-01(b) enacted on June 3, 2024, for two areas of activity, the Downtown Ambassador Program and maintaining Juneau’s Main Street America accreditation.

Downtown Ambassador Program

The DBA will use the funds to provide a Downtown Ambassador Program. The program will provide uniformed information/security staff to circulate by foot in the downtown area during the months of July, August, and September of 2024 and May and June of 2025 to assist cruise ship passengers in accessing Juneau’s downtown business core during the summer months, by providing excellent hospitality, including a security presence, kindly directions, recommendations, and general assistance. Staff will assist visitors with information and directions and notify the Juneau Police Department of any public safety issues.

Maintaining Juneau’s Main Street America Accreditation

Funds will be used to assist in DBA’s efforts to maintain Juneau’s accreditation as a Main Street America city, and support dedicated staff time to strategically implement the work of volunteer committees that work within the Main Street approach of Design, Promotion, Economic Vitality, and Membership.

DBA will pursue the following goals with CBJ funding during the grant period:

1. Promote downtown as a family-friendly destination through activities and programs such as Gallery Walk, monthly First Friday events, and Brunch Punch Card Promotion;
2. Foster an attractive, safe, and clean environment to attract people downtown, through activities and programs such as partnering with the Visitor Industry Cluster Working Group, implementing a Downtown Ambient Lighting Plan, and coordinating the Annual Downtown Clean Up;

- 3. Strengthen and add capacity to DBA membership by promoting, fostering and encouraging downtown business, and acting as an advocate on issues that face downtown businesses.
- 4. Develop and grow Light Up Juneau campaign to enhance atmosphere and safety, promote activities to attract people downtown during the winter, and support family-friendly initiatives.

Grantor/Grantee Communications & Contacts

The following addresses will be used for all written communications:

<u>City & Borough of Juneau</u>	<u>Downtown Business Association</u>
Stevie Gawryluk, Budget Analyst, CBJ Grants	Venietia Bingham, President
155 Heritage Way	175 South Franklin Street
Juneau, Alaska 99801	Juneau, Alaska 99801
(907) 586-5215, ext. 4070	(907) 523-2324
grants@juneau.gov	downtownjuneau@gmail.com

Grant Award Fund Distribution

- 1. CBJ will provide one hundred thirty thousand dollars (\$130,000) in grant funding to DBA to be used for actual program costs towards the scope of this agreement, allocated as follows:
 - a. Downtown Ambassador Program – Marine Passenger Fees – ninety thousand dollars (\$90,000). DBA will be allowed to allocate fifteen *per cent* (15%) of these grant funds for administrative overhead costs incurred in program delivery.
 - b. Maintaining Juneau’s Main Street America Program Accreditation – General Funds – forty thousand dollars (\$40,000).
- 2. Payment Schedule:
 - a. Downtown Ambassador Program – CBJ will advance DBA 60% of total grant funding of fifty-four thousand dollars (\$54,000) upon signing of this agreement. The remaining forty *per cent* (40%) of the funding of thirty-six thousand dollars (\$36,000) will be paid upon written request no more than thirty (30) days prior to the beginning of the 2025 tourism season on May 1, 2025.
 - b. Maintaining Juneau’s Main Street America Program Accreditation – CBJ will advance DBA the entire forty thousand dollars (\$40,000) upon signature of this agreement.

DBA agrees to refund all CBJ advanced grant funds not utilized for the program costs, as identified in the scope section of this Agreement within 90 days after the end of the grant period, June 30, 2025.

Grant Fund Management and Controls

CBJ is contributing these funds for community purpose projects. It is important to CBJ that adequate controls exist to safeguard these funds. In providing these controls, DBA agrees to maintain accounting and management systems that provide reasonable safeguards and reporting reliability.

Activity Reports

Within 90 days after the end of the grant year, June 30, 2025, DBA will provide CBJ with the following reports:

- An accounting of the disbursement or obligation funded with the CBJ grant; and
- A report on the programs funded and the targeted community benefit.
- A plan for the continuation (without Assembly support) or expiration of these services, given the Assembly's intent for these funds to be one-time.

Compliance with Laws & Regulations

DBA shall, at DBA'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. DBA 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 CBJ, and shall maintain such compliance during the effective term of this MOA.

Conflict of Interest

DBA warrants that no employee or officer of CBJ has violated the conflict of interest provisions of CBJ code regarding this MOA. DBA also warrants that it has not solicited or received any prohibited action, favor, or benefit from any employee or officer of CBJ, and that it will not do so as a condition of this MOA. If DBA learns of any such conflict of interest, DBA shall without delay inform the CBJ Municipal Attorney and CBJ's representative for this MOA.

Equal Employment Opportunity

As a condition of receiving funds under this MOA, DBA will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, disability, sex, sexual orientation, gender identity, gender expression, and marital status, changes in marital status, pregnancy or parenthood. DBA shall include these provisions in any agreement relating to the work performed under this MOA with contractors or subcontractors.

Indemnification

DBA agrees to defend, indemnify, and hold harmless CBJ, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to DBA's performance or activities pursuant to this MOA, without limitation as to the amount of fees, and without limitation as to any damages, cost, or expense resulting from settlement, judgment, or verdict, and includes the award of any attorneys' fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this MOA. The obligations of DBA arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify DBA in a timely manner of the need for indemnification, but such notice is not a condition precedent to DBA's obligations and is waived where DBA has actual notice.

Prohibition on Lobbying

No part of any funds paid under this grant shall be used for the purpose of any lobbying activities before the Alaska State Legislature or the City & Borough of Juneau Assembly.

Public Records

DBA acknowledges and understands that CBJ is subject to CBJ Code 01.70.010 (Public Records) and to the Alaska Public Records Act (AS 40.25.120) and that all documents received, owned, or controlled by CBJ in relation to this MOA must be made available for the public to inspect upon request, unless an exception applies. It is DBA’s sole responsibility to clearly identify any documents DBA believes are exempt from disclosure under the Public Records Act by clearly marking such documents “Confidential.” Should CBJ receive a request for records under CBJ Code or the Alaska Public Records Act applicable to any document marked “Confidential” by DBA, CBJ will notify DBA as soon as practicable prior to making any disclosure. DBA acknowledges it has five (5) calendar days after receipt of notice to notify CBJ of its objection to any disclosure, and to file any action in the Superior Court for the State of Alaska at Juneau as DBA deems necessary in order to protect its interests. Should DBA fail to notify CBJ of its objection or to file suit, DBA shall hold CBJ harmless for any damages incurred by DBA as a result of CBJ disclosing any of DBA’s documents in CBJ’s possession. Additionally, DBA may not promise confidentiality to any third party on behalf of CBJ, without first obtaining express written approval by CBJ.

Safety

DBA will comply with applicable federal, state and local laws and regulations and will retain responsibility for its own compliance and that of its contractors or other designated third party agents, with all applicable federal, state, and local laws and regulations, including without limitation applicable occupational health and safety laws. DBA shall be solely liable for, and shall independently undertake to defend any and all unfair labor practice charges, grievances, judicial action, or other employee or union claims, as well as general liability and personal liability, related in any way to DBA’s performance pursuant to this grant.

Term of Grant

The effective date of this agreement shall be the date it is signed by CBJ. This grant is limited to the funding amounts and term stated herein, and does not constitute a promise or guarantee of any future grant funding by CBJ.

Venietia "V" Bingham
Venietia "V" Bingham (Aug 21, 2024 10:45 AKDT)

Venietia Bingham, President
Downtown Business Association

[Signature]
Type text here

for Mary Katherine Koester, City Manager
City & Borough of Juneau, Alaska

08/21/2024
Date

08/23/2024
Date




FY25 DBA MOA_8.14.2024

Final Audit Report

2024-08-21

Created:	2024-08-14
By:	Cagney Ramirez (cramirez@jedc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOj0-1wOp-f3w5PT-HyNv9X8Wrurfbqsk

"FY25 DBA MOA_8.14.2024" History

-  Document created by Cagney Ramirez (cramirez@jedc.org)
2024-08-14 - 7:22:08 PM GMT
-  Document emailed to Venietia "V" Bingham (owner@vscellardoor.com) for signature
2024-08-14 - 7:22:13 PM GMT
-  Email viewed by Venietia "V" Bingham (owner@vscellardoor.com)
2024-08-21 - 5:12:56 PM GMT
-  Document e-signed by Venietia "V" Bingham (owner@vscellardoor.com)
Signature Date: 2024-08-21 - 6:45:43 PM GMT - Time Source: server
-  Agreement completed.
2024-08-21 - 6:45:43 PM GMT



MEMORANDUM OF AGREEMENT

This is a Memorandum of Agreement (“MOA”) between the City & Borough of Juneau (“CBJ”) and the Juneau Economic Development Council (“JEDC”), a nonprofit corporation organized under the laws of the State of Alaska (with its principal place of business in Juneau, Alaska) and licensed to do business in the State of Alaska. CBJ will provide JEDC with four hundred forty thousand dollars (\$440,000) in grant funding to support the economic health and vibrancy of the community of Juneau. The grant award covers the period July 1, 2024 through June 30, 2025.

Scope of Program

CBJ funding for this program was authorized by CBJ Ordinance No. 2024-01(b) enacted on June 3, 2024. JEDC will use CBJ operating grant funds to support new local jobs and increase economic activity in Juneau, including but not limited to the JEDC’s Board of Directors five areas of focus:

- 1) Help make Juneau a great capital city;
- 2) Strengthen key regional industries;
- 3) Develop talent;
- 4) Promote entrepreneurship and small businesses; and
- 5) Deliver economic development services.

This grant funding promotes stability, maintains basic organizational infrastructure, and helps JEDC pursue long-term goals, invest in developing and retaining talented staff, and be ready when needed to support the community to respond to crisis and opportunities.

CBJ grant funding can only be used for the program functions noted above. Any changes in the program scope will require prior approval by CBJ.

Grantor/Grantee Communications & Contacts

The following addresses will be used for all written communications:

City & Borough of Juneau

Stevie Gawryluk, Budget Analyst, CBJ Grants
155 Heritage Way
Juneau, Alaska 99801
(907) 586-5215, ext. 4070
grants@juneau.gov

Juneau Economic Development Council, Inc.

Brian Holst, Executive Director
612 West Willoughby Avenue, Suite A
Juneau, Alaska 99801
(907) 523-2333
bholst@jedc.org

Grant Award Fund Distribution

CBJ will provide the grant funds for the program costs incurred during the period of July 1, 2024 through June 30, 2025. CBJ will advance JEDC one-fourth (1/4) of the total grant amount each quarter, one hundred ten thousand dollars (\$110,000) until the full amount of four hundred forty thousand dollars (\$440,000) has been disbursed. The first of these payments will be advanced upon signing of this MOA or July 1, 2024, whichever is later.

JEDC agrees to refund all CBJ advanced grant funds not utilized for the program costs, as identified in the scope section of this MOA within 30 days after the end of the grant period, June 30, 2025.

Grant Fund Management & Controls

CBJ is contributing these funds to JEDC for community purpose projects. It is important to CBJ that adequate controls exist to safeguard these community purpose funds. In providing this control, JEDC agrees to maintain accounting and management systems that provide reasonable safeguards and reporting reliability.

Activity Reports

Within 90 days after the end of the grant year, June 30, 2025, JEDC will provide CBJ with the following reports:

- An accounting of the disbursement or obligation funded with the CBJ grant; and
- A report on the programs funded and the progress of the Scope of Program.

Compliance with Laws & Regulations

JEDC shall comply, at JEDC's sole cost and expense, 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. JEDC 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 CBJ, and shall maintain such compliance during the effective term of this MOA.

Conflict of Interest

JEDC warrants that no employee or officer of CBJ has violated the conflict of interest provisions of CBJ code regarding this MOA. JEDC also warrants that it has not solicited or received any prohibited action, favor, or benefit from any employee or officer of CBJ, and that it will not do so as a condition of this MOA. If JEDC learns of any such conflict of interest, JEDC shall, without delay, inform the CBJ Municipal Attorney and CBJ's representative for this MOA.

Equal Employment Opportunity

As a condition of receiving funds under this MOA, JEDC will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, disability, sex, sexual orientation, gender identity, gender expression, and marital status, changes in marital status, pregnancy, or parenthood. JEDC shall include these provisions in any agreement relating to the work performed under this MOA with contractors or subcontractors.

Indemnification

JEDC agrees to defend, indemnify, and hold harmless CBJ, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to JEDC's performance or activities pursuant to this MOA, without limitation as to the amount of fees, and without limitation as to any damages, cost, or expense resulting from settlement, judgment, or verdict, and includes the award of any attorney's fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this MOA. The obligations of JEDC arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify JEDC in a timely manner of the need for indemnification, but such notice is not a condition precedent to JEDC's obligations and is waived where JEDC has actual notice.

No Lobbying

No part of any funds paid under this grant shall be used for the purpose of any lobbying activities before the Alaska State Legislature or the City & Borough of Juneau Assembly.

Public Records

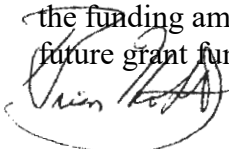
JEDC acknowledges and understands that CBJ is subject to CBJ Code 01.70.010 (Public Records) and to the Alaska Public Records Act (AS 40.25.120) and that all documents received, owned, or controlled by CBJ in relation to this MOA must be made available for the public to inspect upon request, unless an exception applies. It is JEDC’s sole responsibility to clearly identify any documents JEDC believes are exempt from disclosure under the Public Records Act by clearly marking such documents “Confidential.” Should CBJ receive a request for records under CBJ Code or the Alaska Public Records Act applicable to any document marked “Confidential” by JEDC, CBJ will notify JEDC as soon as practicable prior to making any disclosure. JEDC acknowledges it has five (5) calendar days after receipt of notice to notify CBJ of its objection to any disclosure, and to file any action in the Superior Court for the State of Alaska at Juneau as JEDC deems necessary in order to protect its interests. Should JEDC fail to notify CBJ of its objection or to file suit, JEDC shall hold CBJ harmless for any damages incurred by JEDC as a result of CBJ disclosing any of JEDC’s documents in CBJ’s possession. Additionally, JEDC may not promise confidentiality to any third party on behalf of CBJ, without first obtaining express written approval by CBJ.

Safety

JEDC will comply with applicable federal, state, and local laws and regulations and will retain responsibility for its own compliance and that of its contractors or other designated third party agents, with all applicable federal, state, and local laws and regulations, including without limitation applicable occupational health and safety laws. JEDC shall be solely liable for, and shall independently undertake to defend any and all unfair labor practice charges, grievances, judicial action, or other employee or union claims, as well as general liability and personal liability, related in any way to JEDC’s performance pursuant to this grant.

Term of Grant

The effective date of this agreement shall be the date it is signed by CBJ. This grant is limited to the funding amounts and term stated herein, and does not constitute a promise or guarantee of any future grant funding by CBJ.



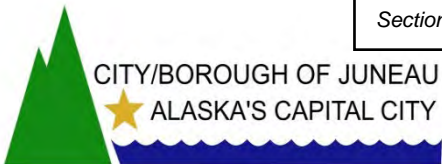
Brian Holst, Executive Director
Juneau Economic Development Council, Inc.

August 2, 2024
Date

08/02/2024

for Mary Katherine, Koester, City Manager
City & Borough of Juneau, Alaska

Date



MEMORANDUM OF AGREEMENT

This is a Memorandum of Agreement (“MOA”) between the City & Borough of Juneau (“CBJ”) and the Juneau Economic Development Council (“JEDC”), a nonprofit corporation organized under the laws of the State of Alaska (with its principal place of business in Juneau, Alaska) and licensed to do business in the State of Alaska. CBJ will provide the JEDC a one-time grant of one hundred thousand dollars (\$100,000) in Marine Passenger Fee receipts for the purchase of mobility data. The grant award covers the period July 1, 2024 through June 30, 2025.

Scope of Program

CBJ funding for this program was authorized by CBJ Ordinance No. 2024-01(b) enacted on June 3, 2024. JEDC will use CBJ one-time grant funds for the purchase of mobility data to enhance research of the tourism sector of the Juneau economy, providing insights to the public and private sector to optimize the tourism economy for Juneau and Southeast Alaska. Data that is collected will be shared with the CBJ and CBJ-approved community organizations. The one hundred thousand dollars (\$100,000) grant will be spent on the following categories:

- Raw mobility data purchase
- Mobility data cleaning
- GIS mapping
- Data dashboard creation and management.

CBJ grant funding can only be used for the program functions noted above.

Grantor/Grantee Communications & Contacts

The following addresses will be used for all written communications:

City & Borough of Juneau

Stevie Gawryluk, Budget Analyst, CBJ Grants
155 Heritage Way
Juneau, Alaska 99801
(907) 586-5215, ext. 4070
grants@juneau.gov

Juneau Economic Development Council, Inc.

Brian Holst, Executive Director
612 West Willoughby Avenue, Suite A
Juneau, Alaska 99801
(907) 523-2333
bholst@jedc.org

Grant Award Fund Distribution

CBJ will advance JEDC the full amount of the grant, one hundred thousand dollars (\$100,000), on July 1, 2024 or upon the signing of the Agreement, whichever is later.

JEDC agrees to refund all CBJ advanced grant funds not utilized for the program costs, as identified in the scope section of this MOA within 30 days after the end of the grant period, June 30, 2025.

Grant Fund Management & Controls

CBJ is contributing these funds to JEDC for community purpose projects. It is important to CBJ that adequate controls exist to safeguard these community purpose funds. In providing this control, JEDC agrees to maintain accounting and management systems that provide reasonable safeguards and reporting reliability.

Activity Reports

Within 90 days after the end of the grant year, June 30, 2025, JEDC will provide CBJ with the following report:

- An accounting of the disbursement or obligation funded with the CBJ grant, including a detailed accounting of expenses incurred in each of the four categories outlined under the Scope of Program section above.

Compliance with Laws & Regulations

JEDC shall comply, at JEDC’s sole cost and expense, 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. JEDC 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 CBJ, and shall maintain such compliance during the effective term of this MOA.

Conflict of Interest

JEDC warrants that no employee or officer of CBJ has violated the conflict of interest provisions of CBJ code regarding this MOA. JEDC also warrants that it has not solicited or received any prohibited action, favor, or benefit from any employee or officer of CBJ, and that it will not do so as a condition of this MOA. If JEDC learns of any such conflict of interest, JEDC shall, without delay, inform the CBJ Municipal Attorney and CBJ’s representative for this MOA.

Equal Employment Opportunity

As a condition of receiving funds under this MOA, JEDC will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, disability, sex, sexual orientation, gender identity, gender expression, and marital status, changes in marital status, pregnancy, or parenthood. JEDC shall include these provisions in any agreement relating to the work performed under this MOA with contractors or subcontractors.

Indemnification

JEDC agrees to defend, indemnify, and hold harmless CBJ, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to JEDC’s performance or activities pursuant to this MOA, without limitation as to the amount of fees, and without limitation as to any damages, cost, or expense resulting from settlement, judgment, or verdict, and includes the award of any attorney’s fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this MOA. The obligations of JEDC arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify JEDC in a timely manner of the need for indemnification, but such notice is not a condition precedent to JEDC’s obligations and is waived where JEDC has actual notice.

No Lobbying

No part of any funds paid under this grant shall be used for the purpose of any lobbying activities before the Alaska State Legislature or the City & Borough of Juneau Assembly.

Public Records

JEDC acknowledges and understands that CBJ is subject to CBJ Code 01.70.010 (Public Records) and to the Alaska Public Records Act (AS 40.25.120) and that all documents received, owned, or controlled by CBJ in relation to this MOA must be made available for the public to inspect upon

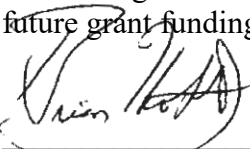
request, unless an exception applies. It is JEDC’s sole responsibility to clearly identify any documents JEDC believes are exempt from disclosure under the Public Records Act by clearly marking such documents “Confidential.” Should CBJ receive a request for records under CBJ Code or the Alaska Public Records Act applicable to any document marked “Confidential” by JEDC, CBJ will notify JEDC as soon as practicable prior to making any disclosure. JEDC acknowledges it has five (5) calendar days after receipt of notice to notify CBJ of its objection to any disclosure, and to file any action in the Superior Court for the State of Alaska at Juneau as JEDC deems necessary in order to protect its interests. Should JEDC fail to notify CBJ of its objection or to file suit, JEDC shall hold CBJ harmless for any damages incurred by JEDC as a result of CBJ disclosing any of JEDC’s documents in CBJ’s possession. Additionally, JEDC may not promise confidentiality to any third party on behalf of CBJ, without first obtaining express written approval by CBJ.

Safety

JEDC will comply with applicable federal, state, and local laws and regulations and will retain responsibility for its own compliance and that of its contractors or other designated third party agents, with all applicable federal, state, and local laws and regulations, including without limitation applicable occupational health and safety laws. JEDC shall be solely liable for, and shall independently undertake to defend any and all unfair labor practice charges, grievances, judicial action, or other employee or union claims, as well as general liability and personal liability, related in any way to JEDC’s performance pursuant to this grant.

Term of Grant

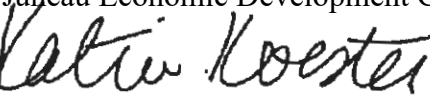
The effective date of this agreement shall be the date it is signed by CBJ. This grant is limited to the funding amounts and term stated herein, and does not constitute a promise or guarantee of any future grant funding by CBJ.



Brian Holst, Executive Director
Juneau Economic Development Council, Inc.

August 12, 2024

Date

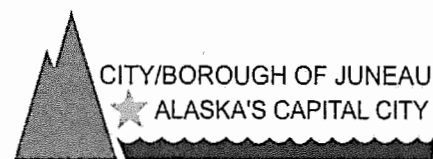


Mary Katherine, Koester, City Manager
City & Borough of Juneau, Alaska

08/13/2024

Date

MEMORANDUM OF AGREEMENT



This is a Memorandum of Agreement (“MOA”) between the City & Borough of Juneau (“CBJ”) and the Juneau Convention & Visitors Bureau (doing business as and hereafter referred to as “Travel Juneau”), a nonprofit corporation organized under the laws of the State of Alaska (with its principal place of business in Juneau, Alaska), and licensed to do business in the State of Alaska. CBJ will provide Travel Juneau with grant funding from Hotel Bed Tax and Marine Passenger Fees as partial funding for ongoing destination marketing, visitor services, and crossing guards during the period from July 1, 2024 through June 30, 2025.

Scope of Program

CBJ funding for this program was authorized by CBJ Ordinance No. 2024-01(b) enacted on June 3, 2024. Travel Juneau is a private nonprofit corporation with a mission to market Juneau to conventions, groups, and independent travelers. Travel Juneau shall perform all Scope of Program obligations in accordance with the terms and conditions of this agreement, including any specific grant program requirements and directives from CBJ and applicable law.

Section 1. TRAVEL JUNEAU DUTIES

Travel Juneau shall provide the following services for Juneau:

- 1) Develop and deliver destination marketing for CBJ, focusing on fully independent travelers (FITs), groups, and meeting planners. Campaigns will include in-state, domestic, and international travelers and will include digital, limited print, social, and video platforms. Destination marketing will incorporate appropriate Tlingit visual and language elements and will support cultural tourism;
- 2) In marketing Juneau as a meetings and convention destination, provide planner services including, but not limited to, full bids, hotel room bids and rates, catering bids and rates, service referrals, familiarization tours to qualified planners, and event promotion;
- 3) Market and sell Centennial Hall Convention Center to meeting planners; collaborate with facility staff to help ensure ease of booking and delivery of events and services;
- 4) Develop and deliver a comprehensive array of accurate visitor information via destination website, mobile application, phone, face-to-face, and online inquiry;
- 5) Provide additional marketing and promotional opportunities to local visitor industry businesses;
- 6) Engage with the Alaska Travel Industry Association to ensure Juneau is represented in their ongoing national and international marketing programs;
- 7) Work with a variety of local organizations to encourage entrepreneurship and small business development in the visitor industry;

- 8) Maintain working relationships with visitor industry transportation providers to maintain and improve access to Juneau and Southeast;
- 9) Collaborate with state and regional tourism-related groups, committees, and commissions;
- 10) Staff visitor information centers during the regular tour season; and
- 11) Provide crossing guard services during the regular tour season.

Section 2. PERFORMANCE METRICS

Travel Juneau will set goals toward and track/report the following metrics/analytics.

- A) Number of YTD of the following persons visiting Juneau:
 - i. Meeting planners participating in Travel Juneau-sponsored FAMs;
 - ii. Number of organizations who have sent one or more persons to scout and assess Juneau's suitability as a destination for their events or conventions;
 - iii. Tour and cruise operators participating in Travel Juneau-sponsored FAMs;
 - iv. Number of travel writers meeting with Travel Juneau staff while on visits to Juneau or participating in Travel Juneau-sponsored FAMs; and
 - v. Monthly hotel/overnight accommodation occupancy.
- B) Number YTD of trade shows attended by Travel Juneau's staff and number of resulting leads as follows:
 - i. International trade shows and number of resulting DM leads;
 - ii. Travel agent and tour operator appointments held; and
 - iii. Domestic trade shows and number of resulting leads for DM and CS.
- C) Travel Juneau's website statistics:
 - i. YTD unique users to traveljuneau.com;
 - ii. YTD average length of time on site; and
 - iii. YTD number of requests for Juneau visitor information.
- D) YTD social media engagement across all platforms (e.g., Facebook, Instagram, Twitter, YouTube, TikTok).
- E) YTD media reach and Advertising Equivalency (earned media);
- F) Confirmed bookings and estimated economic impact (EEI) for all meetings, conventions, conferences, and similar events secured through Travel Juneau marketing efforts for FY23 and each of the next three fiscal years; and
- G) All pending and confirmed Travel Juneau-secured business in the pipeline and the total pending and confirmed EEI.

Section 3. FUNDING

A. CBJ will provide up to one million, seven hundred ninety-seven thousand, seven hundred dollars (\$1,797,700) in grant funding to Travel Juneau. The grant funding is to be used for actual program costs towards the scope of this agreement, allocated as follows:

- i. Destination Marketing – Hotel Bed Tax
one million, two hundred sixty-seven thousand, nine hundred dollars (\$1,267,900)
- ii. Visitor Services – Marine Passenger Fees
one hundred seventy-one thousand dollars (\$171,000)
- iii. Crossing Guards – Marine Passenger Fees
three hundred fifty-eight thousand, eight hundred dollars (\$358,800) – a portion of these funds may be reserved for CBJ-funded crossing guards if the need arises.

B. Payment Schedule: Travel Juneau will be paid in four (4) equal quarterly payments for each quarter of the fiscal year. Travel Juneau shall submit a request for payment with its quarterly activity report as provided under this MOA.

C. Travel Juneau agrees to refund all CBJ advanced grant funds not utilized for the scope of work and may request to defer unspent funding to support the next fiscal year’s budget.

D. Travel Juneau may earn additional income or receive outside grant funding to augment the three CBJ grants. Travel Juneau financials shall reflect all revenue sources.

Grantor/Grantee Communications & Contacts

The following addresses will be used for all written communications:

<u>City & Borough of Juneau</u>	<u>Juneau Convention & Visitors Bureau</u>
Stevie Gawryluk, Budget Analyst, CBJ Grants	Liz Perry, President & CEO
155 Heritage Way	800 Glacier Highway, Suite 201
Juneau, Alaska 99801	Juneau, Alaska 99801
(907) 586-5215, ext. 4070	(907) 586-1761
grants@juneau.gov	liz.perry@traveljuneau.com

Grant Fund Management & Controls

CBJ is contributing these funds to increase the visibility and desirability of Juneau as a visitor destination, to make Juneau more likely to be chosen as a venue for conventions and other meetings, and to improve the quality of visitors’ experiences in coming to Juneau. It is important to CBJ that adequate controls exist to safeguard these funds. In providing these controls, Travel Juneau agrees to maintain accounting and management systems that provide reasonable safeguards and reporting reliability.

Compliance with Laws & Regulations

Travel Juneau shall, at Travel Juneau’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. Travel Juneau 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 CBJ, and shall maintain such compliance during the effective term of this MOA.

Conflict of Interest

Travel Juneau warrants that no employee or officer of CBJ has violated the conflict of interest provisions of CBJ code regarding this MOA. Travel Juneau also warrants that it has not solicited or received any prohibited action, favor, or benefit from any employee or officer of CBJ, and that it will not do so as a condition of this MOA. If Travel Juneau learns of any such conflict of interest, Travel Juneau shall, without delay, inform the CBJ Municipal Attorney and CBJ's representative for this MOA.

Equal Employment Opportunity

As a condition of receiving funds under this MOA, Travel Juneau will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, disability, sex, sexual orientation, gender identity, gender expression, and marital status, changes in marital status, pregnancy or parenthood. Travel Juneau shall include these provisions in any agreement relating to the work performed under this MOA with contractors or subcontractors.

Indemnification

Travel Juneau agrees to defend, indemnify, and hold harmless CBJ, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to Travel Juneau's performance or activities pursuant to this MOA, without limitation as to the amount of fees, and without limitation as to any damages, cost or expense resulting from settlement, judgment, or verdict, and includes the award of any attorneys' fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this MOA. The obligations of Travel Juneau arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify Travel Juneau in a timely manner of the need for indemnification, but such notice is not a condition precedent to Travel Juneau's obligations and is waived where Travel Juneau has actual notice.

Public Records

Travel Juneau's acknowledges and understands that CBJ is subject CBJ Code 01.70.010 (Public Records) and to the Alaska Public Records Act (AS 40.25.120) and that all documents received, owned, or controlled by CBJ in relation to this MOA must be made available for the public to inspect upon request, unless an exception applies. It is Travel Juneau's sole responsibility to clearly identify any documents Travel Juneau believes are exempt from disclosure under the Public Records Act by clearly marking such documents "Confidential." Should CBJ receive a request for records under CBJ Code or the Alaska Public Records Act applicable to any document marked "Confidential" by Travel Juneau, CBJ will notify Travel Juneau as soon as practicable prior to making any disclosure. Travel Juneau acknowledges it has five (5) calendar days after receipt of notice to notify CBJ of its objection to any disclosure, and to file any action in the Superior Court for the State of Alaska at Juneau as Travel Juneau deems necessary in order to protect its interests. Should Travel Juneau fail to notify CBJ of its objection or to file suit, Travel Juneau shall hold the CBJ harmless for any damages incurred by Travel Juneau as a result of the CBJ disclosing any of Travel Juneau's documents in CBJ's possession. Additionally, Travel Juneau may not promise confidentiality to any third party on behalf of CBJ, without first obtaining express written approval by CBJ.

Safety

Travel Juneau will comply with applicable federal, state and local laws and regulations and will retain responsibility for its own compliance and that of its contractors or other designated third party agents, with all applicable federal, state, and local laws and regulations, including without

limitation applicable occupational health and safety laws. Travel Juneau shall be solely liable for, and shall independently undertake to defend any and all unfair labor practice charges, grievances, judicial action or other employee or union claims, as well as general liability and personal liability, related in any way to Travel Juneau’s performance pursuant to this grant.

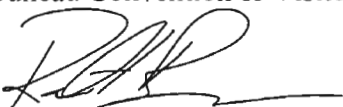
Term of Grants

The effective date of this agreement shall be the date it is signed by CBJ. This grant is limited to the funding amounts and terms stated herein, and does not constitute a promise or guarantee of any future grant funding by CBJ.



Liz Perry, President & CEO
Juneau Convention & Visitors Bureau (“Travel Juneau”)

6-25-24
Date

for 

Mary Katherine Koester, City Manager
City & Borough of Juneau, Alaska

06/25/2024
Date

Staff Requests Amending Section 69.40.030(c) to Read:

Amendment ____.

(c) If a marketplace facilitator has not removed any listings of an operator from their platform within 48 hours after notification by the City Manager or a CBJ sales tax office employee that the operator's rental registration is not valid, the marketplace facilitator shall be subject to a penalty in the amount of \$100 per violation. A separate violation shall be deemed committed each day during or on which such a property is advertised after 48 hours of notice.