



# REGULAR ASSEMBLY MEETING 2025-07 AGENDA

April 07, 2025 at 7:00 PM

Assembly Chambers/Zoom Webinar

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

Submitted By:

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Katie Koester, City Manager

**A. FLAG SALUTE**

**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. SPECIAL ORDER OF BUSINESS**

1. Proclamation Honoring Doctor X'unei Lance Twitchell for his 2025 Emmy from the Academy of Television Arts & Sciences
2. Proclamation Recognizing Public Service Recognition Week – May 4-10, 2025

**E. APPROVAL OF MINUTES**

- [3.](#) August 19, 2024, Regular Assembly Meeting 2024-20 Minutes-DRAFT
- [4.](#) March 3, 2025, Regular Assembly Meeting 2025-05 Minutes-DRAFT

**F. MANAGER'S REQUEST FOR AGENDA CHANGES**

**G. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS** *(Limited to no more than 20 minutes, with each speaker limited to a length of time set by the Mayor not to exceed three minutes.)*

**H. CONSENT AGENDA**

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

Assembly Request for Consent Agenda Changes

Assembly Action

**I. Ordinances for Introduction**

- [5.](#) Ordinance 2025-05(b) An Ordinance Setting Forth the Policy and Procedures for the Release of Body Worn Camera Video Footage in Critical Incidents.

In response to recent events in our community, the Assembly and the Juneau Police Department requested this ordinance to clarify the procedures for the release of body worn camera footage in officer-involved use of force incidents that result in injury or death.

This ordinance was considered by the Assembly Committee of the Whole at is March 17, 2025 meeting and forwarded to the Assembly.

**The City Manager recommends this ordinance be introduced and referred to the Committee of the Whole meeting in May.**

**6. Ordinance 2024-01(b)(AF) An Ordinance Appropriating \$10,000 to the Manager for the Aircraft Rescue Fire Fighting Truck Capital Improvement Project; Funding Provided by Airport Capital Reserve Funds.**

This ordinance would appropriate \$10,000 to the Aircraft Rescue Fire Fighting (ARFF) Truck CIP. The truck is ready to go into production, but an additional \$10,000 is required to cover a change order and future contingencies. If the Federal Aviation Administration (FAA) amends and increases the total grant amount upon the completion of the truck, these funds will be returned to the Airport Capital Reserve.

The Airport Board of Directors approved this at the February 13, 2025 meeting.

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

**7. Ordinance 2024-01(b)(AJ) An Ordinance Appropriating \$4,000,000 to the Manager for the Bartlett Regional Hospital Emergency Department Addition Capital Improvement Project, and Deappropriating \$4,000,000 from the Manager for the Bartlett Regional Hospital Emergency Department Addition Capital Improvement Project; Funding Provided by United States Department of Health and Human Services.**

\$8,900,000 of hospital funds was appropriated via FY25 Ordinance 2024-01(b)(I) to the Bartlett Regional Hospital Emergency Department Additional Capital Improvement Project. Bartlett Regional Hospital has since received a \$4,000,000 grant from the U.S. Department of Health and Human Services for this project. This ordinance would deappropriate \$4,000,000 back to Hospital fund balance and appropriate the U.S. Department of Health and Human Services grant to the project.

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

**8. Ordinance 2024-01(b)(AK) An Ordinance Appropriating \$150,000 to the Manager for Marie Drake Property Planning; Funding Provided by General Funds.**

This ordinance would appropriate \$150,000 for the Marie Drake property planning. During the Committee of the Whole meeting on February 24, 2025, the CBJ Assembly made a motion requesting staff to move forward with obtaining design and cost estimates for option 3 presented at the Public Works and Facilities Committee meeting on December 2, 2024, as well as options to abate and renovate the whole facility for childcare use, without any demolition. Option 3 would demolish 80% of the classroom wing and backfill with parking, while retaining the Boiler Room/IT hub in the basement, and gym and planetarium wing. This appropriation will fund a level of planning that provides for public process and more detailed, but not complete, design/cost estimating options for both Option 3 and abate/renovate options.

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

**9. Ordinance 2024-01(b)(AL) An Ordinance Appropriating \$200,000 to the Manager for Contingency Federal Staffing Support Related to Tourism; Funding Provided by State Marine Passenger Fees.**

Due to Federal cuts, there is a great deal of uncertainty around the uninterrupted operation of federally managed visitor industry facilities, most importantly the Mendenhall Glacier Visitors Center. As of March 21, 2025, staff positions have been reinstated at the Visitors Center and the Forest Service is intending to operate a full schedule. However, due to the rapidly developing and tumultuous nature of this situation, there may be a need to supplement organizations with existing operating agreements at the Mendenhall to maintain staffing continuity in the event of further Reductions in Force or other unforeseen circumstances. These funds would be provided as and if needed, and at the discretion of the City Manager.

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

**10. Ordinance 2025-23 An Ordinance Amending the City and Borough Title 69 Code Relating to Hosting Platforms**

This ordinance provides updates to Title 69 regarding hosting platforms such as Turo, Airbnb, VRBO, or others within the City and Borough of Juneau.

**The City Manager recommends this ordinance be introduced and referred to the next Lands, Housing, and Economic Development Committee meeting in May.**

**11. Ordinance 2024-01 (b)(AM) An Ordinance Appropriating \$500,000 to the Manager for the Lead Water Service Line Inventory Capital Improvement Project; Loan Funding Provided by the State of Alaska Department of Environmental Conservation, Alaska Drinking Water Fund State Revolving Loan Fund.**

This ordinance would appropriate \$500,000 to the Lead Water Service Line Inventory CIP. In FY23, CBJ hired a consultant to survey water lines in residences and businesses on the CBJ water system to adhere to the most recent EPA requirements regarding lead water service lines. This work has not yet been completed, as only approximately 18% of customer lines have been reported. CBJ intends to complete the inventory and maintain the data for use by the community, and has ten years to complete the work.

In FY24, Resolution 3056 authorized CBJ to apply for and enter into a loan agreement with the Alaska Department of Environmental Conservation. The Lead Service Line Loan Program offers a 58.3% loan forgiveness through the State Revolving Fund (SRF). The loan application was accepted, and this ordinance appropriates the loan funds.

The Public Works and Facilities Committee was provided an update on the Lead Service Line Inventory project at the June 3, 2024 meeting.

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

**12. Ordinance 2024-01(b)(AN) An Ordinance Appropriating \$1,115,654 to the Manager for the Taku Harbor Improvements Capital Improvement Project; Grant Funding Provided by the Alaska Department of Fish and Game.**

This ordinance would appropriate a \$1,115,654 Alaska Department of Fish and Game grant to the Taku Harbor Improvements CIP. This funding will improve public recreational boating and sport fishing access facilities by replacing the degraded Taku Harbor shore access boarding float system with new, aluminum gangway and catwalk structures. The 25% local match requirement of \$371,885 will be provided by previously appropriated funds in the Taku Harbor Improvements CIP.

The Docks and Harbors Board will review this request at the April 24, 2025 meeting.

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

#### J. Resolutions

**13. Resolution 3099 A Resolution of the City and Borough of Juneau Extending the Local Emergency Declaration in Response to the August 2024 Glacier Outburst Flood and a Request for State and Federal Assistance.**

On August 6, 2024, the Assembly adopted Resolution 3071, a local emergency declaration issued in response to the glacier outburst flood. On October 21, 2024, the Assembly adopted Resolution 3073, extending the local emergency declaration for a period of 180 days. Due to the ongoing response needs to the outburst flood and the upcoming flood season, this Resolution extends the local emergency for 180 days.

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

**14. Resolution 4001 A Resolution Approving Amendments to the Bylaws of the Board of Directors of Bartlett Regional Hospital.**

On March 25, 2025, the Board of Directors of Bartlett Regional Hospital approved amendments to their bylaws after review, work, and collaboration in committee.

This resolution and bylaws were reviewed by the Assembly Human Resources Committee just prior to this April 7, 2025 Assembly meeting.

**The City Manager recommends that the Assembly adopt this Resolution.**

**15. Resolution 4002 A Resolution Regarding Funds Collected for the Token Transit App Promotional Program.**

Capital Transit plans to launch an additional way for passengers to pay for bus fare in April 2025 using the Token Transit app. Passengers will still be able to pay for rides in other ways such as by using cash or monthly passes. This resolution provides Assembly authorization for Capital Transit to run a one-week promotion for 50% off the regular fare price on the Token Transit app. Staff estimate that there would be a \$5,000 loss in regular fare revenue during the promotional period using typical revenue projections. However, staff also hope to attract new riders with the promotion and app.

**The City Manager recommends that the Assembly adopt this Resolution.**

**16. Resolution 4005 A Resolution Expressing the City and Borough of Juneau's Support for Federal Workers and Urging Alaska's Congressional Delegation to Oppose Cuts to Federal Agencies.**

This Resolution is presented by Assembly Member Hughes-Skandijs and represents a support of federal workers in our community.

**As this is an Assembly policy matter, the City Manager has no recommendation.**

#### K. Bid Awards

**17. BID AWARD RFB DH25-022 Aurora Harbor Rebuild Phase IV**

Bids were opened on the subject project on March 25, 2025. The bid protest period expired at 4:30 p.m. on March 26, 2025. Results of the bid opening are as follows:

<b>BIDDERS</b>	<b>Base Bid</b>	<b>Additive Alternate No. 1</b>	<b>TOTAL BID</b>
Western Marine Construction, Inc	\$7,485,100	\$104,600	\$7,589,700
Trucano Construction Company	\$8,645,000	\$136,380	\$8,781,380



Architect / Engineers Estimate      \$9,253,250      \$229,000      \$9,482,250

Project Description: The Aurora Harbor Rebuild Phase IV project base bid consists of furnishing and installing new timber floats, including a new headwalk float connecting the existing headwalk float to the existing approach dock at the north end of Aurora Harbor. Additional floats include a new Mainwalk J and K, a new Tee float on Mainwalk H, and various sizes and quantities of finger floats. The project includes ground-fault protected electrical system, LED lighting, year-round potable water system and dry fire line, along with new life rings and fire extinguishers. The additive alternate includes furnishing and installing zinc anodes on new piling. The project is funded with 1% Sales Tax revenue and the ADOT Municipal Harbor Facilities grant program.

The Docks and Harbors Board recommended this bid award at the regular board meeting held on March 27, 2025.

**The City Manager recommends award of this project to Western Marine Construction, Inc. in the Base Bid amount of \$7,485,100 plus additive alternate amount of \$104,600 for a total award of \$7,589,700.**

**18. Bid Award BE25-034: Mendenhall Wastewater Treatment Plant – Dried Biosolids Crusher System & Building Modifications**

Bids were opened on the project on March 25, 2025. The bid protest period expired on March 26, 2025, at 4:30 p.m. Results of the bid opening were as follows:

<b>Responsive Bidders</b>	<b>Total Amount</b>
Dawson Construction LLC	\$1,645,415
Carver Construction LLC	\$2,036,394

The CBJ Utility spends approximately ~\$2 million per year to ship biosolids to Oregon for disposal. A biosolids crusher would reduce the number of containers that need to be sent south for disposal saving an estimated \$900,000 per year once in operation. Utility enterprise funds are the source of the funding. Sufficient funds exist in CIP U76-128.

**The City Manager recommends the Assembly approve the construction contract bid to Dawson Construction LLC for \$1,645,415.**

**L. Transfers**

**19. Transfer Request 2510 A Transfer of \$62,495 from CIP H51-130 Wayside Park Float Dredging to CIP H51-129 Taku Harbor Improvements.**

This request would transfer \$62,495 from the Wayside Park Float Dredging CIP to the Taku Harbor Improvements CIP. Work for the Wayside Park Float Dredging CIP is complete, and the project is ready to close. Transfer Request T-2504 previously transferred funds from the Taku Harbor Improvements CIP to the Wayside Park Float Dredging CIP. This transfer would return excess project funding back to the Taku Harbor Improvements CIP.

This transfer of project funding is consistent with the intent of the 2012 1% Sales Tax initiative approved by voters in the October 2, 2012, municipal election

The Docks and Harbors Board reviewed this request at the February 27, 2025 meeting.

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

**M. Liquor/Marijuana Licenses**

**20. Liquor License Actions**

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

**Liquor License - Renewal**

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

License Type: Beverage Dispensary License: #674 Location: 192 S. Franklin St.

**Licensee: Alaska Red Dog Saloon LLC d/b/a Red Dog Saloon**

License Type: Beverage Dispensary License: #2766 Location: 278 S. Franklin St.

**Licensee: DeHart's Grocery d/b/a Statter Harbor Food & Fuel, LLC**

License Type: Package Store License: #300 Location: 11735 Glacier Hwy.

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

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

**N. PUBLIC HEARING**

**21. Ordinance 2025-22(b) An Ordinance Authorizing the Manager to Negotiate and Execute a Tidelands Lease for the Purpose of Waterfront Commercial Activities.**

This ordinance considers a lease facilitating construction of a cruise ship dock and associated uplands development at Aak'w Landing, on the property historically known as the "subport". This ordinance forms the terms of a tidelands lease to be granted by CBJ for the tidelands within parcel ATS 3, and any additional requested tidelands under the City's control. Accompanying Resolution 3098 authorizes the Manager to apply for State tidelands under 38.05.825.

This project was reviewed by the Visitor Industry Task Force and the CBJ Planning Commission.

The Lands, Housing and Economic Development Committee received an update on this matter and took public testimony at its February 25, 2025, meeting.

The Assembly Committee of the Whole considered this ordinance and its companion Resolution 3098 at its February 25, 2025, meeting and forwarded it to the Assembly for introduction and referral back to the Assembly Committee of the Whole.

The Committee of the Whole considered this ordinance on March 17, 2025, and forwarded it to the Assembly for public hearing with amendments.

**The City Manager recommends the Assembly take public testimony and adopt this ordinance.**

**22. Ordinance 2025-07 An Ordinance Amending the Procedures and Requirements Related to Abandoned, Junked, Wrecked, and Impounded Vehicles.**

Language for abandoned and wrecked/junk vehicles is currently found in five different locations throughout code. To simplify and clarify for both our departments and our community members, this ordinance moves all language into Chapter 72.

The intent of these code revisions is to be able to respond to abandoned, wrecked/junk vehicles more quickly and efficiently, to give more discretion to police officers in criminal cases, to clarify the impound process, and to ensure we are compliant with state law.

This code revision has been a collaborative project with JPD, Parks and Rec, Docks and Harbors, and the Manager's Office.

The Committee of the Whole reviewed this request at its January 27, 2025, meeting and forwarded it to the Assembly for adoption.

The Systemic Racism Review Committee reviewed this ordinance at its March 4, 2025, meeting and had the following comment for the Assembly; *When considering regulations regarding abandoned and junked vehicles, the Systemic Racism Review Committee would encourage the Assembly to consider any potential impact to community residents who are living in said vehicles.*

**The City Manager recommends the Assembly take public testimony and adopt this ordinance.**

**23. Ordinance 2025-11 An Ordinance Repealing CBJC 75.01.210 Thawing and Other Miscellaneous Charges, Related to the Water Utility Code.**

In 2011, CBJ Water Utilities decommissioned its thaw unit after determining that repairs and replacement costs were prohibitive.

Previously, CBJ offered thawing services to customers for their service lines on private property for a nominal fee; however, given the high operating and maintenance costs, the program was discontinued upon the unit's decommissioning. This revision reflects the discontinuation of the thawing service and would improve operational clarity and would ensure that the code remains up to date with current and relevant practices.

This ordinance was reviewed at the Assembly Public Works and Facilities Committee meeting on February 24, 2025. The Systemic Racism Review Committee reviewed this ordinance at its March 4, 2025, meeting.

**The City Manager recommends the Assembly take public testimony and adopt this ordinance.**

**24. Ordinance 2025-15 An Ordinance Amending the Title 49 Land Use Code Relating to Rules of Construction, Permits, Equivalent Use Determinations, Determination of Minor Versus Major Developments, Accessory Dwelling Units, Caretaker Units, and Transition Zones.**

The rewrite of Title 49 – Land Use Code is a multi-phase project. Phase 1 began in August 2024, and is focused on updates that are not dependent on the upcoming rewrite of the Comprehensive Plan.

This ordinance modernizes accessory dwelling unit (ADU) code to encourage gentle density through the construction of ADUs; defines caretaker units in industrial zones and creates a framework for their administration; reduces permitting time by allowing certain decisions to be made by the Director instead of the Planning Commission; encourages greater density by allowing Director approval of transition zones that have been identified in planning documents; and develops rules of construction to make interpretation of code more accessible and uniform.

The Ad Hoc Title 49 Advisory Committee discussed the concepts included in Ordinance 2025-15 at its October 28 and November 13, 2024, meetings and passed a motion to support the development of an ordinance. [The Assembly Committee of the Whole reviewed Ordinance 2025-15 at its January 27, 2025, meeting.](#)

The Systemic Racism Review Committee reviewed this ordinance at its February 4, 2025, meeting. The Planning Commission reviewed this ordinance at its February 25, 2025, and March 11, 2025 meetings **and a memo from the Planning Commission is included in the packet.**

**The City Manager recommends the Assembly take public testimony and adopt this ordinance.**

**25. Ordinance 2025-18 An Ordinance Amending Title 42, Penal Code, Relating to Crime Involving Domestic Violence by Adding Language Consistent with State of Alaska Statutes and House Bill 66.**

In January 2025, the State passed HB66. This bill made several updates to the definition of "crime involving domestic violence." This ordinance simply matches state code, allowing JPD and our prosecutors to correctly designate crimes as "DV" crimes. By adding this designation, we are able to provide additional safeguards for victims of DV crimes.

The Systemic Racism Review Committee reviewed this ordinance at its March 4, 2025, meeting.

**The City Manager recommends the Assembly take public testimony and adopt this ordinance.**

**26. Ordinance 2025-20 An Ordinance Addressing Tax Exemptions Spanning Multiple Construction Seasons.**

This ordinance is intended to address properties that are receiving an economic development tax abatement as described in CBJ Code 69.10.023. This ordinance will allow the developer and the Assessor the opportunity to set the 12 years of tax abatement starting year after the developer has received the certificate of occupancy. The developer and Assessor may decide to retroactively begin the tax abatement, in which case the developer's property taxes would be recalculated, fines and penalties may be waived by the Treasurer. The developer would still be responsible for property taxes related to the local contribution for education for all years including any fines or penalties associated with that portion of the assessment. This ordinance achieves the completion of economic development projects prior to the tax abatement approval and allows the developer the flexibility to manage cash flows for their project.

The Committee of the Whole reviewed this request at its February 24, 2025, meeting and forwarded it to the Assembly for adoption. The Systemic Racism Review Committee reviewed this ordinance at its March 4, 2025, meeting.

**The City Manager recommends the Assembly take public testimony and adopt this ordinance.**

**27. Ordinance 2025-21 An Ordinance Exempting the 2025 Fireworks Display Purchase from Compliance with the Procurement Code.**

At the February 5, 2025, Assembly Finance Committee meeting, the Assembly was presented with several options regarding the July 4th fireworks program. The Assembly asked the City Manager's Office to pursue multiple strategies including an exemption ordinance, issuing a RFP or RFI, and exploring other possible options for future years. This ordinance will allow CBJ to provide funds for the July 4, 2025, fireworks program.

The Systemic Racism Review Committee reviewed this ordinance at its March 4, 2025, meeting.

**The City Manager recommends the Assembly take public testimony and adopt this ordinance.**

**28. Ordinance 2024-01(b)(AG) An Ordinance Transferring \$375,000 from the Community Development Department Fiscal Year 2025 Operating Budget and \$80,000 from the Manager's Office Fiscal Year 2025 Operating Budget to the Comprehensive Plan Capital Improvement Project.**

The Community Development Department (CDD) is leading the CBJ's Comprehensive Plan Update project. The Comprehensive Plan is Juneau's long-term guide for development and land use activities, capturing the community's vision, goals, and recommended actions. FY25 CBJ Budget Ordinance 2024-01(b) appropriated \$375,000 to the CDD operating budget to cover the costs for the Comprehensive Plan work to be completed during the fiscal year and \$80,000 to the Manager's Office for scenario planning. Due to the multi-year and multi-department nature of the Comprehensive Plan update, staff requests to transfer \$375,000 from the CDD FY25 operating budget to a Comprehensive Plan CIP. \$80,000 is requested to be transferred from the Manager's Office FY25 operating budget for a scenario planning initiative to accompany the comprehensive planning work. Additional funding for the Comprehensive Plan update will be requested in the FY26 budget cycle.

The Systemic Racism Review Committee reviewed this ordinance at its March 4, 2025, meeting.

**The City Manager recommends the Assembly take public testimony and adopt this ordinance.**

**29. Ordinance 2024-01(b)(AH) An Ordinance Transferring \$200,000 from CIP D23-060 Waterfront Museum to CIP H51-125 Aurora Harbor Improvements.**

This ordinance would transfer \$200,000 from the Waterfront Museum CIP to the Aurora Harbor Improvements CIP. The Harbors Enterprise has been awarded the Alaska Department of Transportation (ADOT) Harbor Facility grant for Aurora Harbor improvements, and began advertising for the \$9.5M project in February. To ensure the project has sufficient funding for upcoming construction, this request would transfer 1% Temporary Sales Tax from the Waterfront Museum CIP, which will retain sufficient funding for current project work. This funding will be returned to the Waterfront Museum CIP through the FY28 1% Temporary Sales Tax allocation.

This transfer of project funding is consistent with the intent of the 2022 1% Sales Tax initiative approved by voters in the October 4, 2022, municipal election.

The Docks and Harbors Board approved this request at the February 27, 2025, meeting. The Systemic Racism Review Committee reviewed this ordinance at its March 4, 2025, meeting.

**The City Manager recommends the Assembly take public testimony and adopt this ordinance.**

**30. Ordinance 2024-01(b)(AI) An Ordinance Appropriating \$10,000,000 to the Manager for the Juneau Douglas Treatment Plant Clarifier Building Repair Capital Improvement Project; Funding Provided by General Obligation Bond Proceeds.**

This ordinance would appropriate \$10 million for the Juneau Douglas Treatment Plant Clarifier Building Repair Capital Improvement Project. Funding for this request is provided by general obligation bond proceeds. This project would improve wastewater utility service by improving wastewater utility infrastructure, including, but not limited to, replacement of the wastewater clarifier building at the Juneau Douglas Wastewater Treatment Plant that services Thane, Downtown, and Douglas.

This appropriation of project funding is consistent with the intent of the \$10 million general obligation bond package approved by voters in the October 1, 2024, municipal election.

The Systemic Racism Review Committee reviewed this ordinance at its March 4, 2025, meeting.

**The City Manager recommends the Assembly take public testimony and adopt this ordinance.**

**O. UNFINISHED BUSINESS**

**31. Resolution 3098 A Resolution in Support of the City and Borough of Juneau's Application to Acquire Tideland from the State of Alaska.**

This resolution is contingent on the passage of Ordinance 2025-22. To acquire state tidelands, a city must demonstrate an economic benefit. Alaska Statute 38.05.825 states that:

“Unless the commissioner finds that the public interest in retaining state ownership of the land clearly outweighs the municipality's interest in obtaining the land, the commissioner shall convey to a municipality tide or submerged land requested by the municipality that is occupied or suitable for occupation and development, (1) land is within or contiguous to the boundaries of the municipality; (2) use of the land would not unreasonably interfere with navigation or public access; (3) municipality has applied to the commissioner for conveyance of the land under this section; (4) land is not subject to a shore fisheries lease..., if the land is subject to a shore fisheries lease, the commissioner determines it is in the best interests of the state to convey the land; (5) land is classified for waterfront development or for another use that is consistent or

compatible with the use proposed by the municipality, or the proposed use of the land is consistent or compatible with a land use plan adopted by the municipality or the department.”

It is in CBJ’s best interest to maintain one contiguous lease for Aak’w Landing with a consistent set of conditions. This helps maintain port harmony, supports CBJ’s engagement with the neighboring Coast Guard facility, and provides an economic benefit to help offset the impacts of the facility on the community. This resolution and its companion Ordinance 2025-22(b) were considered by the Assembly Committee of the Whole at is March 17, 2025, meeting and forwarded to the Assembly.

**The City Manager recommends the Assembly adopt this resolution contingent on the passage of Ordinance 2025-22.**

**P. NEW BUSINESS**

**Q. STAFF REPORTS**

**R. ASSEMBLY REPORTS**

**Mayor's Report**

**Committee and Liaison Reports**

**Presiding Officer Reports**

**32. Bidding Review Board Decision Regarding RFP25-190 Provision of Internet Services for JNU-MIZ**

The Bidding Review Board's decision and recommendation to the Assembly is included in the packet. This is a review of a protest, due to the quasi-judicial nature of this matter, it would be appropriate for the Assembly to deliberate on this matter in Executive Session.

**S. ASSEMBLY COMMENTS & QUESTIONS**

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

**U. EXECUTIVE SESSION**

**33. Discussion on Collective Bargaining - if needed.**

The City Manager recommends the Assembly recess into executive session to discuss an update to collective bargaining negotiations, the immediate knowledge of which would adversely affect the finances of the municipality.

**Suggested Motion:** *I move that the Assembly enter into Executive Session to discuss collective bargaining negotiations, the immediate knowledge of which would adversely affect the finances of the municipality and ask for unanimous consent.*

**34. Discussion on Bidding Review Board Decision Regarding RFP25-190 Provision of Internet Services for JNU-MIZ**

**Suggested Motion:** *I move the Assembly enter into executive session to discuss the appeal of RFP 25-190 and the decision of the Bidding Review Board.*

**V. SUPPLEMENTAL MATERIALS**

**35. RED FOLDER: April 4, 2025 USCG Letter to Huna Totem**

**36. Red Folder Huna Totem - Dock Lease Exhibit**

**37. Proclamation Honoring Doctor X’unei Lance Twitchell for his 2025 Emmy from the Academy of Television Arts & Sciences**

**38. Proclamation Recognizing Public Service Recognition Week – May 4-10, 2025**

W. ADJOURNMENT

X. INSTRUCTION FOR PUBLIC PARTICIPATION

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

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](mailto:city.clerk@juneau.gov).



# REGULAR ASSEMBLY MEETING 2024-20

## **DRAFT** MINUTES

August 19, 2024, at 7:00 PM



### Centennial Hall & Zoom Webinar

*The August 19, 2024, Regular Assembly & HRC meetings were held at Centennial Hall due to maintenance issues in the City Hall Assembly Chambers.* Mayor Beth Weldon called the Regular Meeting of the City and Borough of Juneau Assembly, held in the Centennial Hall and online, to order at 7:01pm.

#### A. FLAG SALUTE

Ms. Adkison led the Assembly in the flag salute.

#### B. LAND ACKNOWLEDGEMENT

Mr. Smith gave the land acknowledgement.

#### C. ROLL CALL

**Assemblymembers present:** Wade Bryson, 'Wáahlaal Gídaag, Paul Kelly, Ella Adkison, Greg Smith, Deputy Mayor Michelle Hale, Mayor Beth Weldon

**Assemblymembers absent:** Alicia Hughes-Skandijs

**Staff present:** City Manager Katie Koester, Deputy City Manager Robert Barr, City Attorney Robert Palmer, City Clerk Beth McEwen, Meeting Clerk/Tech Kevin Allen, Assistant Attorney Emily Wright, Engineering and Public Works Director Denise Koch (and Incident Commander), Airport Manager Patty Wahto, Former City Manager Rorie Watt, and on Zoom: Parks and Recreation Director George Schaaf, Lands Manager Dan Bleidorn, Port Director Carl Uchytel, Senior Planner Irene Gallion, Environmental Project Specialist Dianna Robinson

#### D. SPECIAL ORDER OF BUSINESS

##### 1. Recognition of outgoing City Attorney Robert Palmer

Mayor Weldon, Deputy Mayor Hale, and Assemblymember Bryson lead the Assembly in a great send off for Mr. Palmer and the Assemblymembers gifted him with a pellet-burning BBQ grill.

##### 2. U.S. Coast Guard (USCG) Buoy Tender Round-up Proclamation

USCG Captain Fields was present at the meeting and was happy to have the USCG recognized.

##### 3. Update on Mendenhall Flood Response

Manager Koester, Deputy Manager Barr, and Aaron Jacobs and Nicole Farrin with the U.S. National Weather Services (USNWS) provided information about the August 5-6 Mendenhall River Glacial Lake Outburst Flood. Manager Koester thanked and recognized the staff and multi-agency responders who helped with recovery efforts so far. Manager Koester then reported on the work of the Emergency Operation Center (EOC) and all the community and multi-level agency engagement in the response to date, including a recent request for multiple Federal, State, and local agencies to create a joint working group for mitigation purposes.

USNWS Senior Service Hydrologist Aaron Jacobs provided information on the science involved with the Glacial Lake Outburst Flood (GLOF) and the timelines and communications that USNWS put out as the August 2024 flood was unfolding. Deputy Manager Barr provided high level concepts that might be considered for GLOF prevention and mitigation.

Some of the potential mitigation strategies presented by Mr. Barr, in no priority order, included:

- Possible tunneling through Mt. Bullard to provide a drain for Suicide Basin;

- Trenching two new supplemental channels in the Mendenhall River and/or dredging or gravel removal of smaller portions of the existing river instead of creating new channels;
- Turning Mendenhall Lake into a reservoir by draining some portions of the lake via siphon or pump to regulate the water flow;
- Controlled Release/Dikes/Dredging by using the lake to regulate the level of water flow by increasing the volume of water in the lake, creating earthen dikes rising the sides of the river or dredging to make the lake deeper and control the flow of the water to the river;
- Fill Suicide Basin with rock which would include blasting some of the mountainside by the basin into the basin, thereby reducing the amount of water that the basin could hold; or
- Flood Fighting using traditional measures such as sandbags and other barriers on public and private property along the river.

Mr. Barr outlined some of the pros and cons of each of the options, including many of the unknown factors, as well as potential timelines, funding sources and challenges. Some of the key considerations included the need for multi-agency involvement, jurisdictional and permitting requirements that would need to be addressed to implement any of the above options.

Following the presentations, Mayor Weldon provided a 15-minute break during which the public in attendance were encouraged to informally ask staff questions that had not previously been answered during the presentations. Once the meeting resumed, Manager Koester and Assemblymembers then reported out some of those topics discussed with members of the public during the break. They included:

- Removal of waste from the right-of-way (ROW);
- Mitigation ideas;
- What to do with items such as pumps or fans that had been donated and how and where they can be returned;
- Communications and how CBJ communicates critical messaging;
- How critical the mental health issues are – it was great that the K9 team came but they still need to address the impacts to mental health as they go forward.

#### **E. APPROVAL OF MINUTES**

4. **January 8, 2024, Regular Assembly Meeting 2024-01 Draft Minutes**
5. **August 5, 2024, Special Assembly Meeting 2024-18 Draft Minutes**
6. **August 6, 2024, Special Assembly Meeting 2024-19 Draft Minutes**

**MOTION** by Deputy Mayor Hale to approve the minutes of the January 8, August 5, and August 6, 2024, meetings and asked for unanimous consent. *Hearing no objections, the minutes were approved.*

#### **F. MANAGER'S REQUEST FOR AGENDA CHANGES**

Manager Koester requested the removal of **Resolution 3070: A Resolution Deappropriating \$25,000 from the Airport Runway Safety Area Shoulder Grading Capital Improvement Project; Funding was Provided by Airport Revolving Funds** from the agenda.

#### **G. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS (Limited to no more than 20 minutes, with each speaker limited to a length of time set by the Mayor not to exceed three minutes.)**

**Elizabeth Figus**, a View Drive resident, referred to Mr. Barr's comment about flooding and said this is actually what the scientists told us would happen last year. She listened to the Assembly last year and was glad to hear that they are looking for something. She noted that the communications sent via a single text message from the National Weather Service at 7:30pm the night of the flooding was inexcusable and said if they don't do something more meaningful there will be human deaths in the future. She recommended meetings take place weekly of the joint group and that the Assembly can address this issue with changes by 2026. She spoke about the various

mitigation measures that were discussed tonight and suggested that CBJ should be hiring at least one additional staff member to address the flood response.

**Mike Stanley**, a N. Douglas Hwy resident, spoke about the North Douglas Second Crossing Committee. He sent a letter on August 8 about the PEL Study. He noted that the DOWL contractor is suggesting they fully eliminate the Salmon Creek location as one of the options for the second crossing. He said that is a big mistake and that Salmon Creek should remain an option. He said a lot of the project was happening behind closed doors and suggested they ask the staff to find out why and what they are doing in the Assembly's name. He suggested the Salmon Creek alternative should remain in the NEPA process. He thinks there was something going on behind the scenes, which included the Airport issue. He was looking forward to seeing what DOWL has to say.

**Dave Hanna**, a Back Loop resident, asked that they immediately throw out all the GLOF mitigation options that involved Suicide Basin, as there were other basins up in the Mendenhall Glacier/Ice field area. He said there were only a few ideas that could improve things, including smoothing out the river channel, a levy system where they would have flood control on the Mendenhall River, or a dike in the Dredge Lake area to increase storage capacity. He suggested that two thirds of the water that came out last time could have been controlled by that type of solution. He noted that the flood control work could be done this winter if they could get the federal government to waive the NEPA process and they could break the levy system up into four projects. Mr. Bryson said that the Mendenhall Glacier was a federal resource and it would take an act of Congress to waive the NEPA study requirements. Mr. Hanna suggested that Congress could waive the NEPA requirement and that the trail around lake could be built by putting in the levy.

**Sam Hatch**, a Meander Way resident, said he was pleading for the Assembly to take immediate action to get answers on this. He suggested the possibility that CBJ could rezone all of this to be a flood zone to allow residents to be able to get flood insurance. He said that without CBJ setting building codes that would enable homes to survive this, residents did not have access to the federal programs and the standards that would allow them to endure this. He said that Juneau was looking at the eventual destruction of all affected neighborhoods which was not acceptable to anyone. He said the Assembly had the power to declare this area flood zone, have the plans in place and have evacuation plans for future responses. He asked them to imagine if this had happened later in the year during freezing temperatures and the loss of life that may have occurred. He suggested the federal government should be responsible and to push as hard as possible to get action.

**Malachi Thorington**, a View Drive resident, said that this time last year the Assembly had asked for investigative measures to start and he said virtually nothing has been done at the city, state, or federal levels since last year. He said if people were flooded out in the rest of Valley area, the likelihood that they will have homes to go to before this winter are very slim. He said the construction industry in Juneau was not able to keep up with the demand after last year's floods and this year's numbers of impacted homes were ten-fold. He said that we do not have housing for any out-of-town contractors to come in to help repair and build so residents could get back in their homes. He spoke to some of the expenditures by CBJ over the past year which included a \$3M grant for the West Douglas Road and \$10M loan from Goldbelt for the gondola at Eaglecrest, and commented that CBJ seemed to have money for those things but not to address the threats that were real to the people of our community. He said that there were 300 homes affected this year and if nothing was done before the next flood, it could easily turn into 3,000 homes if the river goes up a few more feet.

**Jason Gordon Jr.**, a Lemon Creek resident, spoke about communications and the organizations that have been working together on this issue. He spoke to the various agencies that have been working at Melvin Park including United Way, Salvation Army, and Team Rubicon. He said that he would also like to see Tlingit & Haida (T&H) be included in those group efforts. Deputy Mayor Hale asked about and thanked Mr. Gordon for his involvement in the clean-up. Mr. Gordon Jr. said he was part of the clean-up crews. He said he would like to see the city do more about housing. He said he currently worked with the tribe down at the ANB Hall and they house the National Guard. He thanked all those with the Red Cross and other volunteers who had come out to assist.

**John and Emilyann Lohrey**, Emily Way residents, said they were not affected by last year's GLOF but this year they had six feet of water in their house. They said the community response had been extraordinary and they had more help offered than needed. Mr. Lohrey said they would like to rebuild their house in a similar way but that it was foolish given the unknowns of the future. Ms. Lohrey, his daughter, spoke about their two bedrooms being flooded out downstairs as was her mother's room in the garage. She said that two of the sisters' rooms upstairs were not affected but that her sisters had special needs and had a very difficult time with the chaos of the situation. She said there was a culvert behind their property that had not been maintained properly resulting in the flood waters not receding until 7pm that night. Mayor Weldon thanked them for sharing a video of their experience and spoke to the impact it had on the congressional delegation who were able to view it.

**Debra Gerrish**, an Emily Way Resident, said all the one-story houses on Emily Way had been entirely gutted. She said she went through the neighborhood and spoke about the various health problems that were in place prior to the flood. She said that mental health issues weren't just addressed by one K9 visit and that a grief support group needed to be in place for a long time. She expressed her concerns about the kids affected by the flooding. She encouraged the Assembly to do what they could to get the Federal Disaster funding. She noted that unless there was a Federal Disaster declared, they wouldn't be able to deduct the losses from their taxes. She also stressed that mental health right was a top priority, it was going to hit everyone very hard, what they have lost and what they will continue to be dealing with.

## H. CONSENT AGENDA

**Public Request for Consent Agenda Changes, Other than Ordinances for Introduction** – None.

**Assembly Request for Consent Agenda Changes** – None.

### **Assembly Action**

**MOTION** by Deputy Mayor Hale to adopt the Consent Agenda as amended with the removal of Resolution 3070 and asked for unanimous consent. *Hearing no objection, the Consent Agenda, as amended, was adopted by unanimous consent.*

## I. Ordinances for Introduction

### **7. Ordinance 2024-20: An Ordinance Amending the Parking Requirements of the Land Use Code by Extending the No Parking Requirements Area to Include the Telephone Hill Area.**

In 2022, the Assembly adopted a No Parking Required Area in downtown Juneau to support residential and commercial development efforts. This ordinance would continue that policy and extend the no parking requirement to the Telephone Hill area for multiple reasons including the following: construction cost of underground parking, availability of an adjacent parking garage, and the walkability of downtown Juneau.

The Assembly Committee of the Whole supported this ordinance on April 15 and August 5, 2024. The Lands Housing and Economic Development Committee supported this ordinance on July 15, 2024.

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

### **8. Ordinance 2024-01(b)(E): An Ordinance Appropriating \$547,353 to the Manager for the Airport Runway Safety Area Shoulder Grading Capital Improvement Project; Funding Provided by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant and Passenger Facility Charge Fees.**

This ordinance would appropriate \$574,353 for the design phase of the Runway Safety Area (RSA) Shoulder Grading CIP. This CIP is intended to regrade existing runway areas to Federal Aviation Administration (FAA) specifications. Funding for this ordinance is provided by an FAA Airport Improvement Program (AIP) grant in the amount of \$422,353, and Passenger Facility Charge (PFC) fees funds in the amount of \$125,000. The PFC funds will reimburse amounts that were forward funded from other sources, which is typical for PFC collections that are appropriated upon receipt.

The Public Works and Facilities Committee reviewed this request at the February 26, 2024 meeting. The Airport Board reviewed this request at the August 8, 2024, meeting.

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

**9. Ordinance 2024-01(b)(F): An Ordinance Appropriating \$1,017,116 to the Manager for the Airport Rescue and Fire Fighting Truck Capital Improvement Project; Funding Provided by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant, Airport Revolving Funds, and Airport Funds.**

This ordinance would appropriate \$1,007,116 of Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant funds and \$10,000 in local Airport matching funds for the Airport Rescue and Fire Fighting (ARFF) Truck Capital Improvement Project. This funding provides for the replacement of a 1993 ARFF truck that was permanently taken out of service last year.

The Public Works and Facilities Committee reviewed this request at the February 26, 2024, meeting. The Airport Board reviewed this request at the August 8, 2024, meeting.

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

**10. Ordinance 2024-01(b)(J): An Ordinance Appropriating \$35,025 to the Manager for a Grant to St. Vincent de Paul; Funding Provided by General Funds.**

St. Vincent de Paul's low-income housing at 345 Gastineau Ave, 1801 Douglas Hwy, 8619 Teal Street and 231 Gastineau Ave do not qualify for CBJ's low-income housing property tax exemption in 2024 because they did not submit their exemption application timely. As a result, property taxes cannot be exempted for 2024, and must be paid by St. Vincent de Paul. This is an unanticipated financial burden for St. Vincent de Paul. This grant would, in effect, acknowledge the intended low-income housing purpose of the 345 Gastineau Ave, 1801 Douglas Hwy, 8619 Teal Street and 231 Gastineau Ave properties, even though it did not meet the strict legal criteria to be exempted.

The Assembly Finance Committee will review this request at the September 4, 2024 meeting.

**The City Manager recommends this ordinance be introduced, referred to the Assembly Finance Committee, and set for public hearing at the next regular Assembly meeting.**

**11. Ordinance 2024-04(b)(D): An Ordinance Appropriating \$50,000 to the Manager for a Civic Engagement and Communications Strategy; Funding Provided by General Funds.**

This ordinance would appropriate \$50,000 of general funds for City and Borough of Juneau communication strategy planning. Upon appropriation of funds, an RFP will be issued seeking a qualified consultant to provide professional Strategic Civic Engagement and Communications planning services.

The Assembly Finance Committee will review this request at the September 4, 2024 meeting.

**The City Manager recommends this ordinance be introduced, referred to the Assembly Finance Committee, and set for public hearing at the next regular Assembly meeting.**

**J. Resolutions**

**12. Resolution 3070: A Resolution Deappropriating \$25,000 from the Airport Runway Safety Area Shoulder Grading Capital Improvement Project; Funding was Provided by Airport Revolving Funds.**

\$25,000 was transferred in FY24 via Transfer Request T-1081 to the Airport Runway Safety Area Shoulder Grading Capital Improvement Project. Airport revolving funds were temporarily transferred to this project as local grant match to cover initial project costs, but are now being replaced with Passenger Facility Charge (PFC) fees via

Ordinance 2024-01(b)(E), which is typical for PFC collections that are appropriated upon receipt. This resolution would deappropriate funds back to Airport fund balance in a Capital Improvement Project reserve.

The Airport Board reviewed this request at the August 8, 2024 meeting.

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

*This resolution was removed from the agenda during the Manager's request for agenda changes.*

**K. Liquor/Marijuana Licenses**

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

**Liquor License - Renewal**

**Licensee: Pinz LLC d/b/a Pinz**

*License Type: Recreational Site (grandfathered in) Liquor License: #5095 Location: 608 W. Willoughby Ave., Juneau*

**Licensee: YC Juneau Hotel, LLC d/b/a Baranof Hotel**

*License Type: Beverage Dispensary, Liquor License: #648 Location: 127 N. Franklin St., Juneau*

**Marijuana License - Renewal**

**Licensee: The Mason Jar LLC, d/b/a The Mason Jar LLC**

*License Type: Retail Marijuana Store Marijuana License #13279 Location: 2771 Sherwood Lane Unit E, Juneau*

**Licensee: The Mason Jar LLC, d/b/a The Mason Jar LLC**

*License Type: Retail Marijuana Store Marijuana License #28012 Location: 613 & 619 W. Willoughby Ave., Juneau*

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

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

**L. PUBLIC HEARING**

- 14. Emergency Appropriation Resolution 3072: An Emergency Appropriation Resolution Appropriating \$1,055,000 to the Manager for the August 2024 Glacier Outburst Flood Response; Funding Provided by General Funds and Wastewater Funds.**

This emergency resolution would appropriate \$655,000 in general funds and \$400,000 in Wastewater funds to respond to the August 2024 glacier outburst flood. This funding would provide for damage assessment, sheltering assistance, environmental and waste cleanup, repairs to existing CBJ infrastructure, and resources (people, equipment, supplies) for flooded structures. CBJ will seek State or federal reimbursement for eligible costs incurred in response to the glacier outburst flood.

Funding for this request is needed as soon as possible to authorize CBJ to incur expenses associated with flood response. For this reason, this is an emergency resolution.

**The City Manager recommends the Assembly hold public testimony and adopt this emergency resolution.**

**Public Comment**

**Angela Rodell**, a downtown resident, said that she sent a letter to the Mayor and Assembly earlier. She said there had been a lot of comments tonight about flood response and encouraged the Assembly and staff to keep the community involved in the task force and communications and to keep the urgency messaging high with the



decision makers. She said this was going to require a community response and it was important to have the federal agencies understand the role they and the community played in this response.

### **Assembly Action**

**MOTION** by Mr. Smith to adopt Emergency Resolution 3072 and asked for unanimous consent.

Objection by Ms. Woll for purposes of a question. She asked Manager Koester to outline what expenses could be eligible for reimbursement under the emergency declaration and which ones would likely not be eligible.

Manager Koester explained that there was no guarantee of reimbursement but under a state and federal emergency disaster declaration and said that they would seek reimbursement for waste clean-up, repairs to rip rap, and repairs to utility infrastructure and wastewater drainage. Ms. Koester said after having met with disaster assistance personnel last week, those are the types of expenses that would likely be eligible for reimbursement.

Ms. Woll asked if the \$150,000 for to study mitigation options for future GLOFs would be eligible for reimbursement. Manager Koester said that the mitigation expenses were likely not eligible for reimbursement. Ms. Woll said she would love to hear more on the mitigation funds included here as she also thinks that \$150,000 sounds like a lot of money for what she believed to be advocacy on behalf of the city. She asked what the money might be used for. Ms. Koester said she anticipated they would use it for staff time, travel to meet with federal agencies, and to engage consultants with specific scientific expertise. She said that it was important to have funding to be able to code time and resources to but that \$150,000 was probably a drop in the bucket for the actual needs. She said she hoped to have more information once they've gotten the working group of minds together to discuss this more.

Ms. Woll said she would not object to the resolution because it provided funding for staff time that already occurred. She said she was somewhat shocked today after years of being told that there were no feasible options, to get some options in a memo today. She expressed her concerns that they need to go into this clear-eyed and that this may be giving false hope to residents. She removed her objection.

Ms. Hale said she considered the glacier to be an existential threat not just to the valley but to Juneau as a whole. She said if the GLOF had happened a week earlier, when the river was two feet higher, it would have flooded the whole valley. She said she fully supported CBJ aggressively pursuing mitigation measures and the need for the \$150,000.

Mr. Kelly spoke to those individuals who testified and voiced their concerns about not having enough contractors in town. He asked if any of the \$150,000 would be used to assist residents in the immediate timeframes with things like housing or other assistance who may be without homes to go back to during the winter. Ms. Koester said that generally local government does not provide financial assistance to private residents. She said state and federal assistance programs were set up to assist in that area. She noted that none of the appropriation would go towards reconstruction of private residences.

Mr. Smith said that the Manager has been focused on recovery and response. He asked would be working on mitigation and planning efforts.

Manager Koester said that she, along with Engineering and Public Works Director Koch and Deputy Manager Barr would be working on mitigation and planning.

Ms. Adkison said she understood Ms. Woll's concerns getting people's hopes up but they need solutions so this did not become an annual issue. She said that the state had a finite amount of resources and we couldn't rely on FEMA to come in every year. She said that they needed to be flexible in their process and to keep pushing and giving some of these ideas a chance to move forward.

Mr. Bryson said that the GLOF has been a standing topic at the PWFC for the past year. He said they were getting regular updates every month. He spoke to the duckbills that were approved and installed just prior to the flooding. He said CBJ authorized and approved every single ask that had been brought to them within the CBJ authority to do. He said that Governor Dunleavy and the Federal delegation were in Juneau. He asked if there was



anything, short of an act of congress, that they could do as a city or the Assembly to address this. Manager Koester said that to get anything done would require unprecedented federal agreement and political pressure.

Mayor Weldon asked Manager Koester to share about the denial of funding at the federal and state levels that was applied for last year. Manager Koester noted that last year CBJ had applied for various grants and funding requests at both the state and federal levels that had been denied. She said she spoke with the Army Corps of Engineers about how to get project approvals and their projects come with long timelines and a cost share. She said they would need Congressionally Directed Spending (CDS) to do any of the mitigation measures. She said CBJ had legal authority to raise funds through Local Improvement Districts (LIDs) or could use general fund money for matching funds to leverage federal funding.

Mayor Weldon asked Manager Koester to provide them with an update on the request for a federal disaster declaration. Ms. Koester said a state disaster declaration was required to trigger a federal declaration and FEMA will be coming to Juneau the week of August 26. She said she had been talking with state officials about their requirements for a state disaster declaration. She said CBJ have been asking residents to send photos and documentation to the [flood.response@juneau.gov](mailto:flood.response@juneau.gov) email. She said in 2023 it took one month before the federal government denied the request for a federal disaster declaration.

Mr. Kelly, asking about the letter from the Mayor about forming a working group, asked how quickly a working group might get put together. Manager Koester responded that it was her hope that they could bring this group together within one month. She had already reached out to those individuals who were likely to be involved.

***All objections having been removed and hearing no further objections, the motion to adopt Emergency Resolution 3072 passed by unanimous consent.***

**15. Ordinance 2024-27: An Ordinance Authorizing the Manager to Execute a Lease of the Mayflower Building located at 750 Saint Ann's Ave to the Juneau Montessori School, an Alaskan Non-Profit Corporation.**

The Montessori School has leased the Mayflower Building from the CBJ since 1992. The Montessori School has requested to continue to lease this building at less than fair market value. Section 4 of the current lease states that "the manager is only authorized to renew this lease with a rental rate at the fair market value. If the Lessee seeks to renew the lease at less than fair market value, then the Assembly must first authorize the reduced rental rate." At the April 15, 2024, meeting, the Lands Housing and Economic Development Committee passed a motion of support to continue to lease property to the Montessori School for less than fair market at \$2,200 per month.

The Systemic Racism Review Committee reviewed this ordinance at its July 30, 2024 meeting.

**The City Manager recommends the Assembly hold public testimony and adopt this ordinance.**

**Public Comment**

None.

**Assembly Action**

**MOTION** by Ms. Adkison to adopt Ordinance 2024-27 and asked for unanimous consent. ***Hearing no objection, the motion passed by unanimous consent.***

**16. Ordinance 2024-32: An Ordinance Establishing a Waiver Process for Airport Board Appointments and Temporarily Waiving the Three Tenant Rule.**

This ordinance establishes a process to waive the "Three Tenant Rule" for appointments to the Airport Board in Juneau. The "Three Tenant Rule" limits the number of Airport Board members who can be tenants to three. The ordinance allows the Assembly to temporarily waive this rule to appoint a fourth tenant if necessary, due to low community interest in the position and the need to avoid prolonged vacancies that can strain the board and harm airport governance. The ordinance includes provisions to prevent conflicts of interests and requires the Airport Board to notify the Assembly if tenant conflicts reduce the board's majority vote.

The Assembly Human Resources Committee requested the creation of this ordinance at its July 29, 2024 meeting and recommended forwarding it to the full Assembly for introduction.

Due to the timing of this ordinance and meeting dates, the Systemic Racism Review Committee did not review this ordinance.

The Airport Board reviewed this ordinance at its August 8, 2024 meeting.

**The City Manager recommends the Assembly hold public testimony and adopt this ordinance.**

**Public Comment**

None.

**Assembly Action**

**MOTION** by Mr. Kelly to adopt Ordinance 2024-32 and asked for unanimous consent. ***Hearing no objection, the motion passed by unanimous consent.***

**17. Ordinance 2024-23: An Ordinance Amending the Ordinance Formatting Requirements.**

CBJ Code 01.20.020 governs the formatting requirements of ordinances. This housekeeping ordinance would modernize that code as follows:

- Update the enacting clause;
- Clarify that irrelevant code sections do not have to be cited in amendments;
- Update the font requirements to remove the typewriter era standards; and
- Update the codification and archiving standards to eliminate unnecessary post-adoption work.

The Systemic Racism Review Committee reviewed this ordinance at its June 18, 2024 meeting.

The Assembly Human Resources Committee reviewed this ordinance at its July 29, 2024 meeting and forwarded it to the full Assembly for action.

**The City Manager recommends the Assembly hold public testimony and adopt this ordinance.**

**Public Comment**

None.

**Assembly Action**

**MOTION** by Ms. Woll to adopt Ordinance 2024-23, the most boring ordinance she had seen since being on the Assembly, and asked for unanimous consent. ***Hearing no objection, the motion passed by unanimous consent.***

**M. UNFINISHED BUSINESS**

**18. New City Attorney Appointment**

After an extensive recruitment process, including public interviews in late July, the Assembly Attorney Selection Committee recommended the appointment of Emily Wright as the next Municipal Attorney as Robert Palmer departs to pursue new opportunities. Ms. Wright currently serves as a CBJ Assistant Attorney.

**Suggested Motion: Move the Assembly appoint Emily Wright as the Municipal Attorney starting August 26, 2024, with an annual salary of \$188,000.**

**Public Comment**

None.

**Assembly Action**

**MOTION** by Deputy Mayor Hale (with great pleasure) for the Assembly to appoint Emily Wright as the Municipal Attorney starting August 26, 2024, with an annual salary of \$188,000 and asked for a roll call vote.

**Roll Call Vote:**

**Yeas:** Hale, Bryson, Smith, Woll, 'Wáahlaal Gídaag, Kelly, Adkison, Weldon

***The motion passed by a unanimous vote of the present Assemblymembers; Assemblymember Hughes-Skandijs was absent from this meeting.***

**Mayor Weldon** declared Ms. Wright appointed to the position of Municipal Attorney as of August 26, 2024.

**N. NEW BUSINESS**

**19. Hardship and Senior Citizen/Disabled Veteran/Non-Profit Late-Filed Real Property Tax Exemption Applications**

There are 8 property owners that have requested the Assembly authorize the Assessor to consider a late-filed exemption for their property assessment.

The Assembly should consider each request separately and determine whether the property owner was unable to comply with the April 30 filing requirement. A.S. 29.45.030(f); CBJC 69.10.021(d). The burden of proof is upon the property owner to show the inability to file a timely exemption request. If the Assembly decides to accept one or more late-filed exemption requests, those applications will be referred to the Assessor for review and action.

*Clerk's Note: Due to the personal nature of the back-up documents, those will be provided to the Assemblymembers as paper hardcopies only.*

**The City Manager recommends the Assembly act on each of these applications individually.**

**Public Comment**

None.

**Assembly Action**

Mr. Bryson noted that the Assembly is considering each of these applications individually and he moved to forward the applications of Dennis Mathers and Jeffery Martin for the Late file Senior & Disabled Veteran Exemptions and the applications of James Hammond, Monica Ritter, Carol Craig, Remedios Carrillo, Larry Hooton, and William Morris for the Late File Senior & Disabled Veteran Hardship Exemptions to the Assessor for additional review and resolution and asked for unanimous consent. ***Hearing no objection, those applications will be forwarded to the Assessor's office for additional review and resolution.***

**O. STAFF REPORTS**

Municipal Clerk McEwen said the next day, August 20, was the State of Alaska Primary Election, and Clerk Staff would provide assistance to anyone affected by the flood who could not get to their polling location. Ms. McEwen reported that anyone needing transportation assistance should reach out to the [flood.response@juneau.gov](mailto:flood.response@juneau.gov) email address and paratransit vehicles will be staged at the Melvin Park response station and can help citizens get to the polls to vote. Municipal Clerk McEwen also explained the process for Special Needs voting for all elections held by the city or the state and voters should reach out to the State Division of Elections or CBJ Elections offices for that assistance.

**P. ASSEMBLY REPORTS**

**Mayor's Report**

**Mayor Weldon** recognized and thanked all of those who assisted with the flood response including Governor Dunlevy, the Congressional Delegation, the State Legislative Delegation, Team Rubicon, Red Cross, National Guard, Salvation Army, and many others. She recognized neighbors helping neighbors and the community efforts to respond to this disaster. She expressed her thanks to the Governor for implementing a verbal declaration of

emergency within five minutes of the Assembly declaring a local emergency. She also thanked State Department of Transportation and Department of Environmental Conservation for their assistance with debris clean-up and restriction removal requirements. She said the suggestion from public testimony for trying to provide additional grief support was a good one and hoped additional grief support could be established to help residents.

In speaking to non-flood issues, Mayor Weldon noted that another item they have addressed is get the parking tickets for high school students changed into warnings. She said that she and Manager Koester went there this morning looking for possible solutions and that some people did deserve tickets as they were parked on the sidewalks. She said that they are working on some potential solutions over the next few days and will report back to the body once that has occurred.

### **Committee and Liaison Reports**

**Committee of the Whole (COW) Chair Hale** echoed Mayor Weldon's thanks about the flood response. She reported that the COW last met on July 29 and she didn't recall what was discussed at that meeting due to everything else that occurred since then.

**Assembly Finance Committee (AFC) Chair Woll** reported that the August meeting was cancelled due to the flood event. The next AFC meeting was scheduled for September 4 and would take up some of the items from August. Other things scheduled for the September meeting included the ordinance that was introduced tonight about communication and public engagement strategy, conversation with BRH about services, and possibly discussion about the FY25 Eaglecrest budget given some of the uncertainties when it was originally presented to the AFC.

**Public Works & Facilities Committee (PWFC) Chair Bryson** reported that they met and went over Federal Transit Authority grants, BRH Emergency room renovations, and discussed some of the issues related to the Mendenhall River since that meeting was happening just at the beginning of the flood events.

**Human Resources Committee (HRC) Chair Smith** reported that they met earlier this evening. HRC received some board annual reports and forwarded the below names for appointment. Mr. Smith moved the following appointments and asked for unanimous consent:

**Youth Activities Board (YAB)** – Appointment of **Valerie Peimann** to the 18 & Younger/Student Seat and to appoint **Kristin Hochstoeger** to the general public seat to the Youth Activities Board both for terms beginning September 1, 2024, and ending August 31, 2027, and asked for unanimous consent. **Hearing no objection, motion passed.**

**Utility Advisory Board (UAB)** –Reappointment **Andrew Campbell** and **Geoffrey Larson** to the Utility Advisory Board both to terms beginning immediately and ending May 31, 2027 and asked for unanimous consent. **Hearing no objection, motion passed.**

### **Presiding Officer Reports**

*None.*

### **Q. ASSEMBLY LIASON REPORTS, COMMENTS & QUESTIONS**

**‘Wáahlaal Gídaag** said that the Assembly just approved a waiver of the Airport Board appointments tenant. She said that there has been a lot of discussion by the Assembly and the Airport Board and about what this will look like in the long term/future so while they just passed that ordinance, she anticipates more conversation about this will be coming in the future. She also reported that the next Juneau Commission on Aging meeting was scheduled for August 20.

**Mr. Bryson** reported that he attended a Glory Hall Board of Directors meeting last week and they appointed Kia Quinto as the new Executive Director. He also said that he attended Travel Juneau's recent retiree, Elizabeth Arnett's, 75<sup>th</sup> birthday celebration.

**Ms. Woll** said that she was out of town during the last Eaglecrest meeting. She said that Eaglecrest Board hired their new General Manager, Craig Cimmons, who comes from Vermont. She said that she was not sure of his

starting date but it will be before the winter season starts. She also reported that she attended a Juneau Chamber of Commerce meeting last week and the Assembly should expect a letter about Blueprint Downtown. She said they would like to see the Assembly adopt that plan by resolution instead of by ordinance. She said they would hold their first candidate forum on Thursday featuring School Board candidates.

**Mr. Kelly** reported the School Board Finance Committee would be having its next meeting at the same time as the candidate forum. He reported that the Planning Commission met and approved a Conditional Use Permit (CUP) for the Gastineau Human Services project that CBJ had contributed to during this past budget cycle. He attended the last Local Emergency Planning Committee (LEPC) meeting and noted they have in-depth discussions on community emergency response efforts. Mr. Kelly said, with respect to community events, he attended the National Guard Dinner and attended the Bollywood Flashmob put on by the Downtown Business Association and saw Mayor Weldon at the Cancer Connection Walk last Saturday. Mr. Kelly extended his gratitude to the community in their ability to come together during times in crises and thanked everyone who came out and assisted with the flood response.

**Ms. Adkison** reported she attended the Juneau Commission on Sustainability (JCOS) meeting on August 7 where they discussed the EV charger grant that AEL&P was applying for. She also attended the Juneau Economic Development Council (JEDC) meeting on August 16; JEDC will be providing some pass-through granting funds for flood response for individuals, the details of which were still to be determined. She said that it was important for all renters or those whose primary residences were affected by the flood to keep all receipts and to document the damage.

**Mayor Weldon** thanked Ms. Adkison for those reminders. Mayor Weldon noted that individual assistance funds were also being available through the Juneau Community Foundation and JEDC. She wished a happy 90<sup>th</sup> Birthday to Sid Smith.

**Mr. Smith** said he did not have anything to report.

**Deputy Mayor Hale** reported that the COW met on August 5, and not July 29 as previously stated, and one of the things they discussed was the flooding which was happening at that time. She noted that the Parks & Recreation Advisory Committee did not hold their regular meeting on August 6 due to the flood.

#### **R. CONTINUATION OF PUBLIC PARTICIPATION ON NON-AGENDA ITEMS**

*None.*

#### **S. EXECUTIVE SESSION**

#### **T. SUPPLEMENTAL MATERIALS**

**20. RED FOLDER - High Level Flood Prevention Concepts**

**21. RED FOLDER - Request for Joint Working Group for Flood Mitigation Solutions**

#### **U. INSTRUCTION FOR PUBLIC PARTICIPATION**

#### **V. ADJOURNMENT**

*There being no further business to come before the Assembly, the meeting was adjourned at 10:25pm.*

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

Signed: \_\_\_\_\_  
Beth Weldon  
Mayor

# REGULAR ASSEMBLY MEETING 2025-05

## MINUTES - DRAFT

March 03, 2025, at 7:00 PM



### Assembly Chambers/Zoom Webinar

- A. FLAG SALUTE** *Deputy Mayor Greg Smith called the Regular Assembly Meeting to order at 7:03 p.m. in the City Hall Assembly Chambers and via Zoom.*

- B. LAND ACKNOWLEDGEMENT** – *read by Assemblymember Kelly*

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**

**Assemblymembers Present:** Mayor Beth Weldon (via Zoom), Deputy Mayor Greg Smith, Wade Bryson, Christine Woll, Ella Adkison, Paul Kelly, Maureen Hall, and Neil Steininger

**Assemblymembers Absent:** Alicia Hughes-Skandijs

**Staff/Others Present:** City Manager Katie Koester, City Attorney Emily Wright, Deputy City Clerk Di Cathcart, Meeting Tech Clerk Kevin Allen, Deputy Manager Robert Barr, Eng/Public Works Director Denise Koch, Port Director Carl Uchtyl, Lands Manager Dan Bleidorn, Municipal Clerk Beth McEwen (via Zoom)

- D. SPECIAL ORDER OF BUSINESS** - *None*

- E. APPROVAL OF MINUTES**

- 1. January 6, 2025, Regular Assembly Meeting 2025-01 Minutes-DRAFT**

*The January 6, 2025, minutes were approved as amended per Mr. Kelly's grammatical corrections.*

- 2. February 10, 2025 Special Assembly Meeting Minutes - Airport Board Appts – Draft**

*The February 10, 2025, Special Assembly Meeting minutes were approved as presented.*

- F. MANAGER'S REQUEST FOR AGENDA CHANGES**

None

- G. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS** *(Limited to no more than 20 minutes, with each speaker limited to a length of time set by the Mayor not to exceed three minutes.)*

**Jen Lium**, a Lemon Creek resident, said she is speaking on behalf of the Montessori Borealis Site Council. She explained that, by fully funding the planned playground at Dzantik'i Heeni Middle School, the Assembly would make a lasting investment that benefits both students and children in the surrounding neighborhood. She stressed that neither of the two existing playgrounds in Lemon Creek are located near the school, nor are they designed to serve hundreds of students. She said the Lemon Creek area is also home to a number of children who lack adequate play spaces; Gruening Park is home to 133 children, but despite this concentration, there is no fully developed playground. She pointed out that the project is unique in that it could serve both a school and a community at the same time. She urged the Assembly to commit to funding this project.

**Gavin Lium**, a Lemon Creek resident, said the playground at Dzantik'i Heeni Middle School is more than just a school playground, it's his neighborhood playground. He recalled that he and his brother would ride bikes



there, but now it's just an empty dirt field and covered area. He stated that they need more than a dirt field and more hope of a future playground, not just someday, but now. He asked members to please do what they can to make sure kids get a full playground.

**Bruce Weyhrauch**, a Juneau resident, stated that Juneau has recognized and encouraged trade and economic development between it and the City of Whitehorse, YK, Canada. He noted that Juneau is an international airport because of this commerce. He said that this close relationship between the cities was affirmed by the Assembly through a Resolution in the 1980's. He asked that the Assembly review that resolution and rediscover the importance of the relationship. He explained that Juneau has strategically attempted to expand government, and all the federal jobs provide a tax base, which helps strengthen schools and neighborhoods. His first request to the Assembly was to send a message to Whitehorse that Juneau reaffirms the ideals in the resolution, and to remind the state's delegation of this relationship. Further, he asked the Assembly to send a strong message to the delegation that stresses the importance of federal government jobs in Juneau.

**Jen Thorne**, a Lemon Creek resident, stated that the Teaching and Support staff of Montessori School requests support to improve the outdoor environment at Dzantik'i Heeni Middle School. She explained that Montessori previously had an outdoor garden learning space with a coordinated schedule with Harborview Elementary, but now they take turns using the ball field and covered basketball court with the Juneau Community Charter school. She stressed that they serve 260 students and that the field is not fully fenced, there is a lack of adequate drainage, and no budget to purchase outdoor equipment. She said they also request signage that directs dog owners to pick up their dog's feces, relocation of the soccer goalposts width-wise to one of the ball fields, move the sand outside of the northwest corner of the fencing and move it inside the fencing, fence the entire playground to include some of the surrounding forest, and build a dedicated garden natural play space within the fencing.

## H. **CONSENT AGENDA**

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

#### **Assembly Request for Consent Agenda Changes**

#### **Assembly Action**

**MOTION** by Mr. Bryson to adopt the consent agenda and asked for unanimous consent. *Hearing no objection, the motion was adopted by unanimous consent.*

### **I. Ordinances for Introduction**

- 3. Ordinance 2024-01(b)(AG) An Ordinance Transferring \$375,000 from the Community Development Department Fiscal Year 2025 Operating Budget and \$80,000 from the Manager's Office Fiscal Year 2025 Operating Budget to the Comprehensive Plan Capital Improvement Project.**

The Community Development Department (CDD) is leading the CBJ's Comprehensive Plan Update project. The Comprehensive Plan is Juneau's long-term guide for development and land use activities, capturing the community's vision, goals, and recommended actions. FY25 CBJ Budget Ordinance 2024-01(b) appropriated \$375,000 to the CDD operating budget to cover the costs for the Comprehensive Plan work to be completed during the fiscal year and \$80,000 to the Manager's Office for scenario planning. Due to the multi-year and multi-department nature of the Comprehensive Plan update, staff requests to transfer \$375,000 from the CDD FY25 operating budget to a Comprehensive Plan CIP. \$80,000 is requested to be transferred from the Manager's Office FY25 operating budget for a scenario planning initiative to accompany the comprehensive planning work. Additional funding for the Comprehensive Plan update will be requested in the FY26 budget cycle.

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



**4. Ordinance 2024-01(b)(AH) An Ordinance Transferring \$200,000 from CIP D23-060 Waterfront Museum to CIP H51-125 Aurora Harbor Improvements.**

This ordinance would transfer \$200,000 from the Waterfront Museum CIP to the Aurora Harbor Improvements CIP. The Harbors Enterprise has been awarded the Alaska Department of Transportation (ADOT) Harbor Facility grant for Aurora Harbor improvements, and began advertising for the \$9.5M project in February. To ensure the project has sufficient funding for upcoming construction, this request would transfer 1% Temporary Sales Tax from the Waterfront Museum CIP, which will retain sufficient funding for current project work. This funding will be returned to the Waterfront Museum CIP through the FY28 1% Temporary Sales Tax allocation.

This transfer of project funding is consistent with the intent of the 2022 1% Sales Tax initiative approved by voters in the October 4, 2022, municipal election.

The Docks and Harbors Board approved this request at the February 27, 2025, meeting.

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

**5. Ordinance 2024-01(b)(AI) An Ordinance Appropriating \$10,000,000 to the Manager for the Juneau Douglas Treatment Plant Clarifier Building Repair Capital Improvement Project; Funding Provided by General Obligation Bond Proceeds.**

This ordinance would appropriate \$10 million for the Juneau Douglas Treatment Plant Clarifier Building Repair Capital Improvement Project. Funding for this request is provided by general obligation bond proceeds. This project would improve wastewater utility service by improving wastewater utility infrastructure, including, but not limited to, replacement of the wastewater clarifier building at the Juneau Douglas Wastewater Treatment Plant that services Thane, Downtown, and Douglas.

This appropriation of project funding is consistent with the intent of the \$10 million general obligation bond package approved by voters in the October 1, 2024, municipal election.

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

**6. Ordinance 2025-07 An Ordinance Amending the Procedures and Requirements Related to Abandoned, Junked, Wrecked, and Impounded Vehicles.**

Language for abandoned and wrecked/junk vehicles is currently found in five different locations throughout code. To simplify and clarify for both our departments and our community members, this ordinance moves all language into Chapter 72.

The intent of these code revisions is to be able to respond to abandoned, wrecked/junk vehicles more quickly and efficiently, to give more discretion to police officers in criminal cases, to clarify the impound process, and to ensure we are compliant with state law.

This code revision has been a collaborative project with JPD, Parks and Rec, Docks and Harbors, and the Manager's Office.

The Committee of the Whole reviewed this request at its January 27, 2025, meeting and forwarded it to the Assembly for adoption.

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

**7. Ordinance 2025-11 An Ordinance Repealing CBJC 75.01.210 Thawing and Other Miscellaneous Charges, Related to the Water Utility Code.**

In 2011, CBJ Water Utilities decommissioned its thaw unit after determining that repairs and replacement costs were prohibitive.

Previously, CBJ offered thawing services to customers for their service lines on private property for a nominal fee; however, given the high operating and maintenance costs, the program was discontinued upon the unit's decommissioning. This revision reflects the discontinuation of the thawing service and would improve operational clarity and would ensure that the code remains up to date with current and relevant practices.

This ordinance was reviewed at the Assembly Public Works and Facilities Committee meeting on February 24, 2025.

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

**8. Ordinance 2025-18 An Ordinance Amending Title 42, Penal Code, Relating to Crime Involving Domestic Violence by Adding Language Consistent with State of Alaska Statutes and House Bill 66.**

In January 2025, the State passed HB66. This bill made several updates to the definition of "crime involving domestic violence." This ordinance simply matches state code, allowing JPD and our prosecutors to correctly designate crimes as "DV" crimes. By adding this designation, we are able to provide additional safeguards for victims of DV crimes.

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

**9. Ordinance 2025-20 An Ordinance Addressing Tax Exemptions Spanning Multiple Construction Seasons.**

This ordinance is intended to address properties that are receiving an economic development tax abatement as described in CBJ Code 69.10.023. This ordinance will allow the developer and the Assessor the opportunity to set the 12 years of tax abatement starting year after the developer has received the certificate of occupancy. The developer and Assessor may decide to retroactively begin the tax abatement, in which case the developer's property taxes would be recalculated, fines and penalties may be waived by the Treasurer. The developer would still be responsible for property taxes related to the local contribution for education for all years including any fines or penalties associated with that portion of the assessment. This ordinance achieves the completion of economic development projects prior to the tax abatement approval and allows the developer the flexibility to manage cash flows for their project.

The Committee of the Whole reviewed this request at its February 24, 2025, meeting and forwarded it to the Assembly for adoption.

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

**10. Ordinance 2025-21 An Ordinance Exempting the 2025 Fireworks Display Purchase from Compliance with the Procurement Code.**

At the February 5, 2025, Assembly Finance Committee meeting, the Assembly was presented with several options regarding the July 4th fireworks program. The Assembly asked the City Manager's Office to pursue multiple strategies including an exemption ordinance, issuing a RFP or RFI, and exploring other possible options for future years. This ordinance will allow CBJ to provide funds for the July 4, 2025, fireworks program.

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

**11. Ordinance 2025-22 An Ordinance Authorizing the Manager to Negotiate and Execute a Tidelands Lease for the Purpose of Waterfront Commercial Activities.**

The Lands, Housing and Economic Development Committee received an update on this matter and took public testimony at its February 25, 2025, meeting.

The Assembly Committee of the Whole considered this ordinance and its companion Resolution 3098 at its February 25, 2025, meeting and forwarded it to the Assembly for introduction and referral back to the Assembly Committee of the Whole.

**The City Manager recommends this ordinance be introduced and referred back to the Assembly Committee of the Whole.**

**J. Resolutions**

**12. Resolution 3098 A Resolution in Support of the City and Borough of Juneau’s Application to Acquire Tideland from the State of Alaska.**

This resolution, and its companion Ordinance 2025-22, were reviewed at the February 25, 2025, Lands, Housing and Economic Development Committee and Assembly Committee of the Whole meetings. It was forwarded along with Ordinance 2025-22 to the Assembly for introduction with a request to refer it back to the Assembly Committee of the Whole.

**The City Manager recommends this resolution accompany Ordinance 2025-22 and be referred back to the Assembly Committee of the Whole for additional consideration.**

**13. Resolution 3093 for Phase 1 HESCO Barrier Project Clean Water State Revolving Fund (SRF) Loan**

This resolution provides Assembly authorization for the City Manager to apply for and execute a loan agreement for up to \$7,830,000 for a Clean Water Nonpoint Source Loan from the Alaska Department of Environmental Conservation (ADEC) State Revolving Fund (SRF) to fund the Phase 1 HESCO barrier project and associated costs. The loan would include a 50% subsidy (forgiveness). This loan source, if awarded, can supplant the use of a Central Treasury Loan, Restricted Budget Reserve and use of General Funds as identified in Ordinance 2024-40(am) Section 10. The forgiveness benefit and how it is allocated can be determined by the Assembly at any time in the LID process.

The Assembly Public Works and Facilities Committee considered this at its February 24, 2025, meeting and forward this resolution to the Assembly.

**The City Manager recommends this resolution be adopted.**

**14. Resolution 3097 A Resolution Authorizing the Manager to Apply For, and Enter Into, a Loan Agreement of Up to \$1,955,000 with the State of Alaska Department of Environmental Conservation, State Revolving Fund, for the Design of a Pyrolysis Unit at the Mendenhall Wastewater Treatment Plant.**

The CBJ Utility aims to provide effective sewer treatment for the community in a cost-effective manner. The disposal of biosolids is a major and recurring cost for the Utility; the Utility has spent over \$2M per year during the last two years on biosolids transport and disposal. The nearest landfill willing to accept Juneau’s biosolids is 2,000 miles away and requires multi-modal transport venues. Juneau’s most attractive option for addressing the biosolids disposal cost issue is the use of an onsite thermal destruction method. Fortunately, a multi-staged thermal processing method has recently been shown to destroy and/or contain PFAS emissions to safe levels. BioForceTech, has developed a pyrolysis-based technology for this purpose and has multiple installations operating under strict Federal and State regulatory control (<https://bioforcetech.com/equipment/installations>).

To facilitate the potential use of this biosolids solution for the CBJ Utility, CBJ would like to apply for a \$1,955,000 State Revolving Fund (SRF) loan, where we anticipate we will receive up to 100% forgiveness. This loan/grant hybrid would provide funding to begin a design phase for a BioForceTech pyrolysis project in

Juneau. Once this step has been completed, the CBJ will determine project readiness and potentially seek funding to construct this addition to the biosolids processing system.

The Assembly Public Works and Facilities Committee considered this at is January 27, 2025, meeting and forward this resolution to the Assembly.

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

**15. Resolution 3092 A Resolution Providing For Interest Rates For The Harbor Revenue Refunding Bond Being Issued Through The Alaska Municipal Bond Bank.**

On December 16, 2024, the Assembly adopted Ordinance 2024-42 which authorized the refinancing of several bonds issues through Alaska Municipal Bond Bank Authority. Ordinance 2025-12, approved on February 3, 2025, revised the maturity dates of the bonds being refinanced. This resolution delegates to the Manager the authority to approve final interest rates for the refinancing of the Harbor Revenue Bonds. The bond refinancing sale is anticipated to occur the last week of March 2025.

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

**16. Resolution 3094 A Resolution Providing For Interest Rates For The Port Revenue Refunding Bond (Non-AMT) Being Issued Through The Alaska Municipal Bond Bank.**

On December 16, 2024, the Assembly adopted Ordinance 2024-42 which authorized the refinancing of several bonds issues through Alaska Municipal Bond Bank Authority. Ordinance 2025-12, approved on February 3, 2025, revised the maturity dates of the bonds being refinanced. This resolution delegates to the Manager the authority to approve final interest rates for the refinancing of the Port Revenue Bonds. The bond refinancing sale is anticipated to occur the last week of March 2025.

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

**17. Resolution 3095 A Resolution Providing For Interest Rates For The Port Revenue Refunding Bond (AMT) Being Issued Through The Alaska Municipal Bond Bank.**

On December 16, 2024, the Assembly adopted Ordinance 2024-42 which authorized the refinancing of several bonds issues through Alaska Municipal Bond Bank Authority. Ordinance 2025-12, approved on February 3, 2025, revised the maturity dates of the bonds being refinanced. This resolution delegates to the Manager the authority to approve final interest rates for the refinancing of the Port Revenue Bonds. The bond refinancing sale is anticipated to occur the last week of March 2025.

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

**K. Transfers**

**18. Transfer Request T-2508 A Transfer of \$1,406,317 from CIP H51-108 Statter Harbor Improvements Phase III to CIP H51-132 Statter Harbor Wave Attenuator.**

This request would transfer \$1,406,317 of General Funds from the Statter Harbor Improvements Phase III CIP to the Statter Harbor Wave Attenuator CIP. These funds were obligated to the Statter Harbor Wave Attenuator CIP in Resolution 3065 as CBJ's cost share of the US Army Corps of Engineers Auke Bay Feasibility Study. This project will investigate the feasibility of installing a floating wave attenuator, among other navigation options, to protect public and private marine facilities from wind-driven waves and vessel wakes. These facilities serve a multitude of commercial and non-commercial users and include public and private moorage facilities, Juneau's most popular recreational launch ram facility, and only one of two marine fuel facilities between Juneau and Haines. This request will transfer the unspent balance of Phase III A-C stages of the project. Phase III D will be funded with Docks funds.

The Docks and Harbors Board reviewed this request at the February 27, 2025, meeting.

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

**L. Liquor/Marijuana Licenses**

**19. Liquor License Actions**

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

**Liquor License - New**

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

License Type: Restaurant/Eating Place License: #16527 Location: 100 N. Franklin St.

**Liquor License - Transfer**

**Transfer From: Triangle Club Inc. d/b/a Triangle Club**

**Transfer To: Triangle Syndicate LLC d/b/a Triangle Club**

License Type: Beverage Dispensary License: #1166 Location: 251 Front St.

**Liquor License - Package Store Delivery Endorsement (PSDE)**

**Licensee: Alaska Cache Liquor Inc. d/b/a Alaska Cache Liquor**

License Type: Package Store Delivery Endorsement License: #271 Location: 156 S. Franklin St.

**Liquor License - Renewal**

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

License Type: Brewery License: #5517 Location: 100 N. Franklin St.

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

License Type: Winery License: #5801 Location: 100 N. Franklin St.

**Licensee: Costco Wholesale Corporation d/b/a Costco Wholesale #107**

License Type: Package Store License: #3352 Location: 5225 Commercial Way

**Licensee: Thibodeau's Market Inc. d/b/a Percy's Liquor Store**

License Type: Package Store License: #849 Location: 214 Front St.

**Licensee: Thibodeau's Market Inc. d/b/a Douglas Depot**

License Type: Package Store License #828 Location: 1017 3rd St. Douglas

**Licensee: Bullwinkle's, Inc. d/b/a Bullwinkle's Pizza**

License Type: Restaurant/Eating Place License: #188 Location: 318 Willoughby Ave.

**Licensee: Bullwinkle's, Inc. d/b/a Bullwinkle's Pizza**

License Type: Restaurant/Eating Place License: #1690 Location: 9108 Mendenhall Mall Rd.

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

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

**M. Other**

**20. FY26 Legislative Capital Priorities**

The Legislative Priorities need to be officially approved by the body. The priorities were last discussed in length at the Special Assembly Meeting with the Juneau Delegation on January 23, 2025. However, they inadvertently were left off the February 3rd Regular meeting. The State priorities have been submitted to CAPSIS and the Federal Congressionally Directed Spending Requests have been entered into Senator Murkowski's online portal.

**The City Manager recommends the Assembly adopt the enclosed revised version of the FY26 Legislative Priority List.**

#### **N. PUBLIC HEARING**

##### **21. Ordinance 2024-01(b)(AD) An Ordinance Appropriating \$50,000 to the Manager for the Departure Lounge ADA Elevator Capital Improvement Project; Funding Provided by Airport Revolving Funds.**

This ordinance would appropriate \$50,000 to the Departure Lounge ADA Elevator CIP. The funds would be used to hire an architect to conceptually identify locations and associated costs for an elevator in the Departure Lounge. This elevator would serve the Departure Lounge to the 121 Air Carrier apron and would facilitate ground boarding for passengers who are unable to navigate stairs to board at Gate 6 or when ground boarding is necessary. The total cost of the design and installation is currently estimated at \$2.5M and has been deemed eligible for Federal FAA funding.

The Airport Board of Directors reviewed this at the December 12, 2024, meeting. The Systemic Racism Review Committee reviewed this ordinance at its February 4, 2025, meeting.

**The City Manager recommends the Assembly take public testimony and adopt this ordinance.**

##### **Public Comment**

*None.*

##### **Assembly Action**

**MOTION** by Mr. Bryson to adopt Ordinance 2024-01(b)(AD) and asked for unanimous consent. *Hearing no objection, the motion was adopted by unanimous consent.*

##### **22. Ordinance 2024-01(b)(AE) An Ordinance Appropriating \$3,000,000 to the Statter Harbor Improvements Phase III Capital Improvement Project; Funding Provided by Docks Funds.**

This ordinance would appropriate \$3,000,000 to Phase III-D of the Statter Harbor Phase III CIP. Phase III-D of the project would provide for the installation of new curb, gutter, lighting, paving and landscaping at the excursion bus parking lot around the restroom facilities. These improvements primarily serve cruise tourism at Statter Harbor, therefore the use of Docks funds for this phase is appropriate.

The Docks and Harbors Board of Directors reviewed and recommended approval of this ordinance at the January 30, 2025, regular Board meeting. The Systemic Racism Review Committee reviewed this ordinance at its February 4, 2025, meeting.

**The City Manager recommends the Assembly take public testimony and adopt this ordinance.**

##### **Public Comment**

*None.*

##### **Assembly Action**

**MOTION** by Ms. Woll to adopt Ordinance 2024-01(b)(AE) and asked for unanimous consent. *Hearing no objection, the motion was adopted by unanimous consent.*

##### **23. Ordinance 2025-09am An Ordinance Amending the City and Borough Code Relating to Assessing Standards of Property Tax.**



This ordinance was drafted in response to the passage of SB179 by the State. It was reviewed by the Assembly Finance Committee (AFC) on January 8, 2025, and forwarded to the full Assembly. On February 3, 2025, the Assembly sent this ordinance back to the AFC for further discussion of economic development exemptions. At the February 5, 2025, AFC, two amendments were made and have been incorporated.

The Systemic Racism Review Committee reviewed this ordinance at its February 4, 2025, meeting.

**The City Manager recommends the Assembly take public testimony and adopt this ordinance.**

**Public Comment**

None.

**Assembly Action**

**MOTION** by Ms. Adkison to adopt Ordinance 2025-09am and asked for unanimous consent. *Hearing no objection, the motion was adopted by unanimous consent.*

**24. Ordinance 2025-14 An Ordinance Amending the City and Borough Title 29 Code Relating to Election Processes and Procedures.**

In 2024, the Clerk's Office received four petitions from citizens trying to engage in direct democracy. About 15% of the signatures initially turned in were rejected. Of those, more than half were rejected due to the strict, and outdated, requirements laid out in 29.10.090 about what is an 'adequate' address. This section of code was written before Clerk staff had real-time access to the State Division of Elections Voter Database (VREMS) which allows staff to quickly verify if a person is a Juneau resident who is eligible to sign a petition.

This led Clerk staff to propose Ordinance 2025-14, with the help of the Law Department. This ordinance removes many technical or procedural actions throughout the entire election code and places them into Rules of Procedure, which will allow election staff to better adapt to changing technologies. It also requires that the Rules of Procedure be available to the public online. This ordinance removes redundancies, rewrites complex language, and updates terminology definitions to make the code more readable by the public.

Additionally, this ordinance provides some minor changes in timing, including the candidate filing period and when ballots are mailed out. The Municipal Clerk recommends the below timing so the ordinance, if adopted by the Assembly, would take effect before the April 2025 initiative/referendum cycle begins.

The Systemic Racism Review Committee reviewed this ordinance at its February 4, 2025, meeting.

The Assembly Committee of the Whole reviewed this ordinance at its February 24, 2025, worksession and forwarded it to the Assembly for adoption.

**The City Manager recommends the Assembly take public testimony and adopt this ordinance.**

**MOTION** by Mr. Steininger to adopt Ordinance 2025-14 and asked for unanimous consent.

Mayor Weldon objected for purposes of an amendment.

**AMENDMENT #1** by Mayor Weldon to amend the ordinance with an additional paragraph between pages 3738 of the proposed ordinance, which read as follows:

**29.10.120 – Preparation and Form of the Ballot**

**(a) If the petition is properly filed, the election official, when directed by the assembly, shall place on the ballot as part of an initiative or referendum a brief, neutral, and succinct explanation of the proposition or question. Such explanations must be approved as to content by the assembly or the attorney.**

**(b) The proposition or question shall consist solely of the question to voters, excluding any whereas, intent, or policy statements submitted.**



**(c) The ballot prepared shall be worded so that a “Yes” vote on the proposition is a vote to enact a proposed law or repeal an existing law.**

Mayor Weldon said her intent is to make this simpler for a voter where, if something is confusing, the language in (a) would be used with a brief neutral explanation of the proposition. In regards to (b), she recalled that, during the last initiative, some people thought the whereas statements were factual and some did not. She said the city doesn't want to get into the business of deciding which is factual and which is not. She explained that (c) makes the process simpler so that if a voter votes “yes”, then it's clear that they want the proposed law instead of having the double negative.

Ms. Adkison asked about the language “when directed by the Assembly” and whether that is a change from current practice. She said she's worried that this may cause inconsistency on the Assembly's part. Mayor Weldon answered that this is a new paragraph, so it has not been done before. Attorney Wright added that they took language from elsewhere in the code, and mirror other language when they can. She said much of this language matches the state language, so it is not new or novel, but it is new for petitions for this sections. Ms. Adkison asked Ms. Wright if anytime a petition comes to the Assembly, Law staff would ask about the language, or if it would be an action of the Assembly to have staff create this. Attorney Wright responded that her position would be that each time this type of request came through, Law would seek guidance from the Assembly before taking that action.

Ms. Woll asked how a petition gets on a ballot now and how that would change. Attorney Wright referred to last year's petition and explained that all the Law department does is notify the Assembly that the petition has come in and that it has been certified by the clerks and it is somewhat of a pro forma, the Assembly accepts that it has happened and it is placed on the ballot. She said there is no neutral statement, no succinct statement, it is put in word for word as submitted by the petitioners with no further explanation; they just copy and paste onto the ballot. She mentioned that there can often be a pro/con statement put into the voter guide as well.

Ms. McEwen said with respect to the previous question about whether the language in the amendment was similar to other code or practice, this is exactly the same neutral statement language to be approved by the assembly or the attorney for propositions that the assembly decides to put on the ballot as found on page 12 of the ordinance. She stated that this is just mirroring that same language for an initiative or referendum petition. In regard to last year's initiative, she explained that the clerk's office, when preparing the initiative or referendum booklet placed the exact language as it was presented by the petition committee. She noted that due to APOC rules, there is also a clear line of differentiation between the Clerk's conducting the election vs. the City Manager's office creating the information in the Voter Information Pamphlet where the pro/con statements appear.

Ms. Woll asked if this amendment would change that firewall. Attorney Wright answered that it doesn't change any firewalls, that change would require working with her office to place an initiative on the ballot, which is also how it works at the State Department of Law where the Attorney General drafts neutral language. Ms. Woll asked about this change including the Assembly. Attorney Wright responded an option is to have the Department of Law do the neutral statement and notify the Assembly. She said the Assembly would only be directing that it be done, not taking steps into what it actually says as that would be the role of the attorney.

Mr. Kelly referred to the language “Such explanations must be approved as to content by the assembly or the attorney.” He inquired as to how that would work. Attorney Wright responded that there might need to be an amendment to the amendment because of concerns of a crossing of powers because there is an election official at the beginning, and the co-approval by the Assembly and the Attorney. She said this is language from elsewhere in the code, but usually the Attorneys have drafted the neutral statement and she has not seen the Assembly ever edit it. She stated that she sees how something else could happen, based on this language.

Chair Smith sought clarification. Attorney Wright responded that the Assembly could make the language more definitive, like taking out ***“the election official when directed by the assembly”*** and instead, ***“If the petition is properly filed, a brief, neutral, and succinct explanation of the proposition or question will be placed on the ballot.”*** She advised that the language could even state ***“as drafted by the city attorney.”*** Ms. McEwen explained that, when an initiative is certified, it has an opportunity for the Assembly to either enact substantially similar legislation within a 45-day period, or if it is referendum to repeal an ordinance or legislation, the window is 30 days. She elaborated that if the assembly were to give direction, it would have to happen during that window of operation. If the body wasn’t going to be amending this language, this would fall under the 30 days to repeal or 45 days to enact substantially similar legislation language.

*The Assembly took a brief at-ease.*

**AMENDMENT #1a** by Mr. Kelly to amend the amendment to strike ***“the election official, when directed by the Assembly, shall place on the ballot the initiative or referendum”*** as well as ***“such explanations shall be approved as to content by the assembly or attorney”*** and add after the word question ***“shall be drafted by the attorney and placed on a ballot and a copy provided to the assembly”*** and asked for unanimous consent.

Ms. Adkison asked if (b) and (c) are not part of Amendment #1a. Mr. Kelly answered yes, his amendment does not affect parts (b) and (c) of the underlying amendment. *Hearing no further objection, AMENDMENT #1a was adopted by unanimous consent.*

Ms. Woll objected to the adoption of the main Amendment#1, as amended. She said that she believes the system is not neutral by default, and that she is unsure whether the Assembly can do anything other than letting petitioners say what they want to say and have people vote on that. She stated that she is not convinced that the status quo is a problem.

Chair Smith asked about public accessibility to the petition. Attorney Wright explained that the full petition would still be required to be in the petition booklets. It could also be in the voter pamphlet guide that is run by the city manager’s office, which would also have pro and con statements but there is nothing requiring that. She said the full language will always be available online and in the clerk’s office. She explained that the full language would not be on the ballot. Ms. McEwen added that copies of the full language will be available at all voter centers, as well as on the CBJ website. She said mail-in ballots will also contain instructions on how to access this information online. She recalled that there was a petition that, while the question itself was a few sentences, the full text would have been 46 pages. Chair Smith asked if she was envisioning putting only the petition question on the ballot. Ms. McEwen answered yes and pointed to a past referendum on property tax assessment disclosures where only the question itself was printed on the ballot, while the full text of the ordinance being repealed was accessible at the vote centers and CBJ election webpage and the City Manager included pro and con statements in the Voter Information Pamphlet.

Ms. Cathcart said a key consideration is to keep the ballot small for ease of voters and election workers.

**Roll Call Vote on Mayor Weldon’s Amendment#1, as amended.**

**Yeas:** Mr. Steininger, Ms. Hall, Ms. Adkison, Mr. Kelly, Mr. Smith, Mayor Weldon

**Nays:** Ms. Woll, Mr. Bryson

**Amendment #1, as amended, was adopted:** 6 Yeas, 2 Nays

*Chair Smith passed the Gavel to Mr. Bryson so he could propose an amendment.*

**AMENDMENT #2** by Mr. Smith to amend the ordinance by adding the following language and asked for unanimous consent:

**29.07.005 Election policies established and rules of procedure.**

*The election official shall establish election policies and rules of procedure in writing and post them on the City and Borough website at least 40 days before an election to expedite the process and to guarantee the integrity of the election. Election policies and rules of procedures may not be changed at any point within 40 days of the election through the final certification of the election and will remain in effect until superseded by any updated version. Election policies and rules of procedures will be governed by CBJ Charter and Codes, except when superseded by Alaska Statute. **The Clerk's office is required to keep the Assembly apprised of all significant changes and will provide an annual report to the Human Resources Committee.***

Mr. Smith said his goal is to have an update from the Clerks to the Assembly since there are a lot of things being moved from the code to the rules of procedure and a short report to the Assembly Human Resources Committee (HRC) would be useful to the Assembly and the public.

Ms. Adkison asked whether this would be a significant/extra burden on staff. Ms. Cathcart answered no it would not be an additional burden. The Clerk already submits a final certification of the election during Assembly reorganization, so if there is additional information, it would go to the full Assembly but it could also be included at the HRC meeting as well.

Ms. Hall asked when the timing of the annual election report would occur. Ms. Cathcart responded that the report would be presented to the Assembly at the re-organization meeting. She said that HRC does not meet until November, but that report will be at the first HRC meeting. Ms. McEwen also added that, because this is related to the election rules of procedure, the Clerk's office would likely submit a report in the spring after the petition season has wrapped up but before the candidate filing period because that is when the office would be finalizing the rules of procedure changes to be implemented in advance of the upcoming election cycle.

***There being no further objection, Amendment #2 was adopted by unanimous consent.***

**AMENDMENT #3** by Mr. Smith that the new dates initially proposed in 29.07.050(c)-(f) be removed leaving the original dates as currently exist in the ordinance and asked for unanimous consent.

Mr. Smith said that they discussed this topic briefly at the COW meeting when it reviewed the ordinance. He said that if the Assembly wanted to end the filing period on a Monday, it made more sense to leave the filing period as it is currently in code rather than the changes as proposed in the ordinance as it was introduced.

Chair Bryson asked for clarification. Ms. Cathcart explained that the period currently opens on a Friday and closes on a Monday, so there are two weekends during that filing period.

Ms. McEwen informed members that the amendment would effectively remove the proposed changes and keep what is currently in the code.

Ms. Woll asked why the Clerks proposed the date changes. Ms. Cathcart answered that Ms. Hirsh proposed to expand the filing period, and that this amendment proposes to revert the dates back to the original language through removing the proposed sections (c)-(f). Ms. Woll sought confirmation that the motivation was to extend the filing period. Ms. Cathcart answered yes and said that the Clerks offices to open to doing whichever.

Ms. Adkison asked why this particular weekend. Mr. Smith explained that things happen even up until the end. He said the last business day before filing, as proposed in the ordinance, would be a Thursday night; therefore, people would only have that Friday to gather signatures. The amendment would make it so the last business day before the filing is a Friday night, so potential candidates would have the weekend and Monday to gather signatures.

Ms. Hall said she is in favor of the amendment as it gives working people time to scramble and put it all together and throw their name in at the last minute.

Mr. Steininger asked whether there have been complaints from potential candidates about the short duration of the current filing period. Ms. Cathcart said no, and explained that some file on the first day while a majority will file on the last day, but it does become a push the weekend before the deadline.

Mr. Kelly objected to the amendment.

Ms. Woll spoke in favor the amendment and recalled that some potential candidates wait to see who else runs and then decides. If the city were to change to ranked choice voting then maybe it would make more sense to extend the filing period.

Mayor Weldon said she is speaking in favor of the amendment for the reasons given by Mr. Smith. She said she does not think changing the length filing period will change behavior much. She said she agrees with Mr. Smtih in that, if she has Thursday night to convince someone to run, she doesn't stand a chance, but if she has the weekend to work on them, then she could stand a chance of getting someone to run.

Chair Bryson said he supported the amendment. He said if someone is trying to decide over a weekend whether or not to run for office, they have a lot more to worry about and he recommends that any potential candidates start looking now on what that would look like to serving on local governing boards or for local office.

Mr. Kelly withdrew his objection.

***Hearing no further objection, Amendment #3 was adopted by unanimous consent.***

*The gavel was passed from Mr. Bryson back to Deputy Mayor Smith.*

#### **Point of Order**

Attorney Wright raised a point of order. She said they are unsure whether public testimony was asked before Mr. Steininger's motion and so suggested to return to public comment and ask if anyone present wished to testify before the Assembly takes the final vote on the ordinance as amended.

#### **Public Comment**

Mr. Smith asked if anyone from the public wished to testify on this ordinance. No one indicated that they wished to testify.

#### **Assembly Action**

***Hearing no objection, Ordinance 2025-14, as amended (by Amendments 1-as amended, 2, & 3), was adopted by unanimous consent.***

### **O. NEW BUSINESS**

#### **25. Hardship and Senior Citizen/Disabled Veteran/Non-Profit Late-Filed Real Property Tax Exemption Application**

There is 1 property owner that has requested the Assembly authorize the Assessor to consider a late-filed exemption for their property assessment.

The Assembly should consider the request and determine whether the property owner was unable to comply with the April 30 filing requirement. A.S. 29.45.030(f); CBJC 69.10.021(d). The burden of proof is upon the property owner to show the inability to file a timely exemption request. If the Assembly decides to accept the late-filed exemption request, the application will be referred to the Assessor for review and action.

**The City Manager recommends the Assembly act on this application.**

**MOTION:** by Mr. Bryson that the Assembly accepts the late-filed exemption application from Geral Bennett and refer it to the Assessor for consideration and asked for unanimous consent. *There being no objection, the motion was adopted by unanimous consent.*

**P. STAFF REPORTS**

**26. HESCO Barrier Notice to Property Owners and MOU-DRAFT**

City Manager Koester spoke on the Memorandum of Understanding (MOU) within the meeting packet and explained that it was amended to divide it into two parts: one is a notice to property owners and the second is a memorandum of understanding. She said this was done in order to make it transparent to property owners what was up for negotiation and what was not, so the notice outlines all the things that CBJ is responsible for during this project. There is also an ask of property owners to allow access to their site, that they will identify any potential hazards, and that property owners will notify CBJ if they see any damage to the HESCO barriers. There is also an MOU that will accompany the notice where a property owners can document special extenuating circumstances that may need special accommodation. She said it is important that property owners along the river know that CBJ is not required to have their signature in order to do this project. She said the city will be mailing this notice and the MOU to property owners, and there will be project managers in the field with site visits that will have the MOU as well. She stated that terms that are not negotiable are compensation for placing the HESCO barriers on property, and the length of the term. She said CBJ would like the barriers to be up for as short as possible but does not know how long that will be. She informed members that the barriers are enroute, and that the total value of the barriers and the installation is \$2.4 million. She acknowledged the resolution that was approved in the consent agenda for a DEC loan with 50% forgiveness, and said she is still waiting to hear from the administration on their development of a work plan for the requested \$10 million to start an investigation study. She said we managed to get language in the America Recovery Act and they were able to work with the US Army Corps of Engineers (USACE) to recommend our study be included in their work plan. They advocated with the Office of Management and Budget to get that study included in the work plan and they were supposed to hear something about that mid-month and they have not yet heard on this. She said that staff reached out to the USACE about it this morning to check on the status of that and the USACE has not heard so had no further information to provide at this time.

Mr. Kelly sought confirmation that the HESCO barriers on the way are for Phase 1, or if they are going to be sending them all at once. Manager Koester answered yes, these are Phase 1 barriers coming in.

Mr. Bryson said that with the initial presentation about the HESCO barriers, there was mention that flowers or shrubbery could potentially be added to them. He asked if there was anything within the property owner's responsibilities that addressed their ability to plant flowers or bushes on top of the HESCO barriers. Manager Koester answered that the owner should work with the project manager through the MOU to understand what can or cannot be done.

Chair Smith asked about the modelling. Manager Koester answered that staff saw the first modelling with the Michael Baker consultants and it showed that the HESCO barriers are working to prevent inundation in all the anticipated areas. However, View Drive is still an area that will still see inundation during an event. She said staff is still working with the consultants on the inundation maps and they do want to get additional information and updated inundation maps to the public as soon as it becomes available.

Mr. Kelly asked if they had an anticipated timeline for that update. Manager Koester stated "soon."

**Q. ASSEMBLY REPORTS**

Mr. Smith noted that there will be a lengthy executive session following the reports section below.

**Mayor's Report**

**Mayor Weldon** informed members that she wrote a letter to the community of Whitehorse on February 5 to reinforce the Sister Cities relationship emphasizing that Juneau is trying to remain friends during these difficult times. She said she included that she hopes to visit Whitehorse, which she usually does 1-2 times a year, and she extended an invitation to our Whitehorse friends to visit Juneau.

### **Committee and Liaison Reports**

**Assembly Finance Committee (AFC)** Chair Woll said she was not at the last meeting, and that, after the upcoming Committee of the Whole meeting with Eaglecrest, there will be an AFC meeting to review the audit. She said there will also be a discussion regarding the Assembly's finance goals that came up during the retreat. She relayed that the Joint Assembly/School Board Facilities Committee met about a month ago to talk about the Dzantik'i Heeni Middle School playground request, as the committee asked staff to flesh out options for the project. She said the committee is going to come together to talk about the playground, as well as potential bond projects.

**Lands, Resources & Economic Development Committee (LHEDC)** Chair Bryson reported that the committee took public testimony on the Huna Totem dock and there were 19 individuals who testified. Mr. Bryson said that he chaired the AFC meeting that Ms. Woll missed and they heard from a number of community groups met with their financial requests. He said that he met with the Ocean Guardians at Sayéik Gastineau Elementary consisting of 4<sup>th</sup>-6<sup>th</sup> graders who are very passionate about removing single-use plastics out of Juneau and keeping it out of the ocean and he anticipates that the Assembly will be hearing more from them.

**Human Resources Committee (HRC)** Chair Adkison stated that the committee looked at a couple board and commission changes. She said they looked at review boards and turning them into a group of three volunteer hearing officers on an as-needed basis so there doesn't need to be quorum requirements for a rarely used appeal board. She said they looked at an ordinance amending the Historic Resources Advisory Committee (HRAC) to as-needed basis due to staff capacity and the hopes of working on their charge to more accurately reflect their duties and their ability to serve our community. The HRC also reviewed an ordinance related to Rank Choice Voting (RCV). She forwarded the following HRC recommendations for appointments to CBJ Boards/Committees/Commissions and asked for unanimous consent:

### **Local Emergency Planning Committee (LEPC)**

**For the Assembly to forward the following nominations to the State for appointment to the LEPC:**

- Bartlett Regional Hospital-Seat 5: **Jacob Thayer** to a term beginning immediately, ending 12/31/2026;
- Bartlett Regional Hospital-Seat 5A: **Kirsten Johnson** to a term beginning immediately, ending 12/31/2026;
- Community Group-Seat C9 **Michael Mazouch** to a term beginning immediately, ending 12/31/2027.

### **Personnel Board:**

- Management representative seats: **Allison Radford** and **Kenneth Southerland** reappointed to terms beginning immediately, ending 1/31/2028.

### **Parks and Recreation Advisory Committee:**

- **Jennifer Gross** appointed to an unexpired term beginning immediately, ending 4/30/2026.

***Hearing no objection, the nominations for appointment passed by unanimous consent.***

**Public Works & Facilities Committee (PWFC).** Mr. Smith, reporting on behalf of Ms. Hughes-Skandijs, explained that the PWFC discussed the DEC revolving loan fund for the HESCO barrier that was in the packet for this meeting. They also received updates on Juneau International Airport construction projects, removing an ordinance regarding utility thawing services, and some updates on battery electric busses and PWFC milestones.

**Committee of the Whole (COW)** Chair Smith relayed that Huna Totem gave a presentation to the COW on their proposed dock project. He said an ordinance was introduced tonight and his goal is take up any amendments on the March 17 COW meeting so if any members have any amendments, to please work with staff to prepare them in advance of that meeting. The committee also discussed the election ordinance which passed tonight with amendments. The COW provided the manager with some guidance on Burns building negotiations, they approved an appropriation to be introduced for Marie Drake public outreach and



design; and they forwarded an ordinance for introduction about tax exemptions spanning multiple construction seasons.

Mr. Kelly reported that the S.E. Conference Solid Waste group met.

Ms. Woll informed members that tomorrow is the last advisory committee meeting for the PEL study on the North Douglas Crossing project. She said the options left on the table, in order of scoring, are: Salmon Creek, Twin Lakes, No Build, Vanderbilt, Sunny Point East, and Sunny Point West.

Mr. Steininger reported that at the Bartlett Regional Hospital board meeting, a plan was discussed to pay back the \$2 million appropriated from the city to Bartlett when they were having financial difficulties. The plan is to pay it off over three years.

Ms. Hall said she attended the recent School Board meeting, and the question was asked about the playground plan for Dzantik'i Heeni Middle School. She relayed that Superintendent Hauser said they plan to address interim needs while waiting, and that he would make sure resources are available and don't need budget amendments for it. She shared that she also attended the Alaska Miner's Association legislative meeting, as well as Juneau Economic Development Council's Innovation Summit.

**R. ASSEMBLY COMMENTS & QUESTIONS**

Mayor Weldon asked about member availability for a Joint Airport Board meeting next month.

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

*None.*

**T. EXECUTIVE SESSION**

**27. Discussion on Collective Bargaining - if needed.**

The City Manager recommends the Assembly recess into executive session to discuss an update to collective bargaining negotiations, the immediate knowledge of which would adversely affect the finances of the municipality.

**MOTION** by Mr. Bryson that the Assembly enter into Executive Session to discuss collective bargaining negotiations, the immediate knowledge of which would adversely affect the finances of the municipality and ask for unanimous consent. *Hearing no objection, the motion was adopted by unanimous consent, the Assembly retired into Executive Session at 8:40 p.m. The Assembly returned from Executive Session at 9:29p.m.*

**U. SUPPLEMENTAL MATERIALS**

**V. ADJOURNMENT**

*There being no further business to come before the Assembly, the meeting was adjourned at 9:30 p.m.*

Signed: \_\_\_\_\_

Elizabeth J. McEwen,  
Municipal Clerk

Signed: \_\_\_\_\_

Beth Weldon,  
Mayor

# MEMORANDUM

**DATE:** 3/17/2025  
**TO:** Assembly  
**FROM:** Emily Wright, City Attorney  
**SUBJECT:** Ordinance 2025-05, Body Worn Cameras



155 Heritage Way  
 Juneau, AK 99801  
 Phone: (907) 586-5242

In the fall of 2024, the Assembly and Juneau Police Department Chief Bos requested that the Law Department draft an ordinance to provide clarity on the process for the release of body worn camera footage in the case of officer involved shootings. The ordinance before you has been reviewed by the City Manager's Office, Chief Bos, and Assemblymembers Hughes-Skandijs, Kelly, and Adkison.

The Juneau Police Department has been using body worn cameras (BWCs) since December 2017. Policies and Procedures are in place for their use.<sup>1</sup> However, additional guidance from the Assembly is necessary to address the timing of the release of BWCs in officer-involved post-shooting/traumatic incidents.<sup>2</sup>

Fundamentally, as the law-making body of government, your primary decision points will be a balance between the need for government accountability and transparency versus the impact the release of BWC footage may have on the ability of prosecutors to pursue a criminal prosecution.

The State Office of Special Prosecutions (OSP) is tasked with the review of officer-involved shootings in Alaska and have done so since 2009.<sup>3</sup> OSP has requested that BWC footage not be released prior to the completion of their investigation, or at the earliest 60 days after the incident. Their primary concern is that early release of footage may impact the ability of a defendant, should charges be brought, to have fair trial (a right protected by the Alaska and US Constitutions).

The following is a sample of policies throughout the country which may be useful in your discussion:

1. The Anchorage Police Department (APD) recently implemented Operational Procedure 3.10.110, a BWC policy which OSP has approved:<sup>4</sup>
  - F. Releasing Body-Worn Camera Recordings
    1. **Critical Incident Body-Worn Camera Video Release**
      - a. BWC video of "Critical Incidents" involving APD officers shall be released to the public within 45 days of the incident.
      - b. The release shall consist of relevant video imagery (including accompanying audio footage) that accurately depicts the actions and events leading up to and including the "Critical Incident."
      - c. All video of the "Critical Incident" itself may not be released. For example, all the shots fired or moments immediately following shots fired may not be released.
      - d. Video shall not be released when prohibited by law; however, where redactions can cure the legal issue, video shall be redacted and released. For example, in situations where unredacted release would violate personal privacy rights, but redactions (such as blurring faces) could avoid such violation, the video shall be redacted accordingly.
      - e. The release of the video will be accompanied by (1) additional information to provide context based on the evidence available at the time of release and (2) a brief summary of the redactions.

<sup>1</sup> See Chapter 4.028, <https://public.powerdms.com/JUNEAUAK/tree/documents/149330>.

<sup>2</sup> See Chapter 2.001, <https://public.powerdms.com/JUNEAUAK/tree/documents/46377>.

<sup>3</sup> <https://law.alaska.gov/pdf/press/240717-Handout.pdf>

<sup>4</sup> See PI 3.10.110(F), <https://public.powerdms.com/ANCHOR/tree/documents/3186656>. See also, Video Release Pages, <https://www.anchoragepolice.com/video-releases>.

## 2. **Delayed Release.**

- a. The Chief of Police retains the discretion to identify additional circumstances under which the release of the video must be delayed to protect one or more of the following:
  - 1) The safety of involved individuals, including officers, witnesses, bystanders, or other third parties;
  - 2) Integrity of an active investigation (including criminal or administrative);
  - 3) Confidential sources or investigative techniques; or,
  - 4) Constitutional rights of an accused.
- b. Any delay in release must have a factual basis, be specific to the individual case, and be explained in a detailed public statement by the Chief of Police or designee. The video imagery in question shall be released as soon as the reason for delay has been resolved.

## 3. **Notifications:** Absent exigent circumstances, reasonable attempts shall be made to notify the following individuals or entities at least 48-hours prior to the release of video imagery:

- a. Officer depicted in the video and/or significantly involved in the use of force;
- b. The subject upon whom force was used.
  - 1) If the subject is deceased, the next of kin or personal representative, if known, will be notified.
  - 2) If the subject is a juvenile, the subject's parents or legal guardian will be notified.
  - 3) If the subject is known by APD to be represented by legal counsel, that representative will be notified.
- c. The State of Alaska Office of Special Prosecution and the Municipal Attorney's Office.
- d. The Anchorage Police Department Employees Association.

## 4. **Streamlined Process for Private Family Viewing Requests.**

In situations where the subject upon whom force was used is deceased, the subject's next-of-kin or personal representative may make a streamlined request for a private viewing of the video to the Chief of Police.

- a. Beginning no sooner than fourteen (14) days after the Critical Incident, the streamlined request may be e-mailed to the Chief of Police at [apdchief@anchorageak.gov](mailto:apdchief@anchorageak.gov). It must contain the following information:
  - the name of the requester;
  - the relationship of the requester to the subject;
  - the names of up to five (5) additional individuals requested to attend the viewing; and
  - the relationship of those additional persons to the subject and/or requester.
- b. The video shown at the private viewing shall follow the requirements of Section I.F.1(b)-(d) above and be shown at no cost.
- c. All attendees of the private viewing must agree not to record or disclose the content of the video (including audio) for the pendency of any administrative investigation, criminal investigation, or criminal case, or until public release of the video, whichever occurs first.
- d. The Chief of Police shall have discretion to grant the request, deny the request, or grant the request on a modified basis.

## 5. **Release – Limited Waiver**

The release of any specific video imagery does not waive APD's right to withhold other video imagery or investigative materials in the same case or any other case, as permitted by law. This policy is not intended to displace or supersede any legal right or remedy available to any person or entity, and it is also not intended to prevent or hinder compliance by the Department with respect to any legal disclosure requirements, including but not limited to, any court order or disclosure provisions of Anchorage Municipal Code 3.90 (Access to Public Records).

2. The Alaska State Troopers policy 24.330, *Public Dissemination*, reads: <sup>5</sup>

**C. Release of critical incident MAVR** [mobile audio and video recording] **recordings.** In consultation with the Commissioner's Office and applicable Division Directors the Public Information

<sup>5</sup> <https://dps.alaska.gov/getmedia/74138e18-b406-45c8-8409-54d66e17294f/241-Mobile-Audio-and-Video-Recording-05012023.pdf>

Office (PIO) may proactively release MAVR recordings associated with officer involved shootings or other critical incidents before an investigation or criminal court proceedings are complete. PIO will notify the member and applicable Associations prior to public release. Criminal investigator interviews with the involved officers, witnesses, and victims should be completed prior to the public release.

3. *Model Body Worn Camera Policy for Police: An Aid for Prosecutors*, created by the Prosecutor Center for Excellence provides the following note:<sup>6</sup>

The dissemination to the media of recordings from BWC can play a vital role in reassuring the public after a controversial enforcement action. Great care must be taken to ensure that recordings are not released pre-maturely in a manner that could jeopardize on-going investigations and prosecutions. However, agencies must have a consistent policy so that they are not accused of only releasing the recordings that they deem helpful.

4. The United States Department of the Interior requires:<sup>7</sup>

#### 6. **Timing**

Bureaus/Offices must expedite the public release of BWC and VMC recordings following incidents listed in this LEB no later than 30 days after an incident. Bureaus may establish a stricter timetable and are encouraged to release their recordings as soon as practical after the incident. The Department recognizes that certain incidents present unique challenges and obstacles to public releases. In exceptional cases, upon request from the Bureau/Office, the Director OLES may grant an extension to the 30-day requirement.

5. The International Association of Chiefs of Police *Model BWC Policy* suggests:<sup>8</sup>

8. If an officer is suspected of wrongdoing or involved in an officer-involved shooting or other serious use of force, the department reserves the right to limit or restrict an officer from viewing the video file.

6. Austin Police Department, 117 *Critical Incident – Public Release*, reads:<sup>9</sup>

#### 117.2 **POLICY**

It is the policy of the Austin Police Department that video evidence in the Department's possession of critical incidents involving APD be released to the public within 60 days of the incident. Such video evidence will be made available to the public prior to the final adjudication of all criminal matters and prior to the conclusion of all related administrative investigations. For the purpose of this policy, a law enforcement purpose may include solving a crime, locating a suspect or a witness, or enhancing police-community relations. This release shall consist of relevant video imagery that depicts the actions and events leading up to and including the critical incident. Relevant video imagery is video and accompanying audio footage, which may include relevant portions of 911 calls, Combined Transportation, Emergency & Communication Center (CTECC) dispatch recordings, and the Department's radio calls, that are typically considered by the Chief of Police and criminal prosecutors to determine the propriety of an officer's conduct during a critical incident. The release of video shall be accompanied by additional information to provide context based on the evidence available at the time of release.

7. Baltimore County Police Department *Field Manual*:<sup>10</sup>

At the discretion of the Chief of Police, after consultation with the prosecuting authority, the Department may publicly release BWC footage within 30 business days of the incident, provided that any initial use of force investigation is completed, and the required notifications have been made. **EXCEPTION:** When a non-disclosure period has been granted pursuant to an agreement with the prosecuting authority. The prosecuting authority may request, in writing, a 30-day extension to the Department's release of critical incident BWC footage to the public. In its request, the prosecuting authority should explain, with specificity, how deviating from the standard timeframe for disclosure set forth by the Department is necessary to further the administration of justice. The prosecuting authority's request for an

<sup>6</sup> Page 6, <https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/20150714-best-practices-bwc-model-policy-pceandcdaafoundation.pdf>

<sup>7</sup> <https://www.doi.gov/sites/doi.gov/files/oles-lespb-23-01-expedited-public-release-of-bwc-and-vmc-footage.pdf>

<sup>8</sup> <https://www.theiacp.org/sites/default/files/all/b/BodyWornCamerasPolicy.pdf>

<sup>9</sup> [https://www.austintexas.gov/sites/default/files/files/117%20Critical%20Incident%20-%20Public%20Release\(2\).pdf](https://www.austintexas.gov/sites/default/files/files/117%20Critical%20Incident%20-%20Public%20Release(2).pdf)

<sup>10</sup> Page 53, <https://bcg-prod.baltimorecountymd.gov/files/departments/police/documents/fieldmanual202301.pdf>

extension will be carefully considered by the Department and the final decision to release BWC footage ultimately rests with the Chief of Police. If the prosecuting authority seeks an additional extension(s), such request(s) should be made in the same manner for each 30-day period, or until the scheduled trial date. If additional trial dates arise, an additional request for extension will be made.

8. Colorado State Law (Senate Bill 20-217):<sup>11</sup>

(2) (a) For all incidents in which there is a complaint of peace officer misconduct by another peace officer, a civilian, or nonprofit organization, through notice to the law enforcement agency involved in the alleged misconduct, the local law enforcement agency or the Colorado State Patrol shall release all unedited video and audio recordings of the incident, including those from body-worn-cameras, dash cameras, or otherwise collected through investigation, to the public within twenty-one days after the local law enforcement agency or the Colorado State patrol received the complaint of misconduct.

...  
(III) Any video that would substantially interfere with or jeopardize an active or ongoing investigation may be withheld from the public; except that the video shall be released no later than forty-five days from the date of the allegation of misconduct. In all cases when release of a video is delayed in reliance on this subsection (2)(b)(III), the prosecuting attorney shall prepare a written explanation of the interference or jeopardy that justifies the delayed release, contemporaneous with the refusal to release the video. Upon release of the video, the prosecuting attorney shall release the written explanation to the public.

9. California State Law (Assembly Bill No. 748):<sup>12</sup>

(A) (i) During an active criminal or administrative investigation, disclosure of a recording related to a critical incident may be delayed for no longer than 45 calendar days after the date the agency knew or reasonably should have known about the incident, if, based on the facts and circumstances depicted in the recording, disclosure would substantially interfere with the investigation, such as by endangering the safety of a witness or a confidential source. If an agency delays disclosure pursuant to this paragraph, the agency shall provide in writing to the requester the specific basis for the agency's determination that disclosure would substantially interfere with the investigation and the estimated date for disclosure.

(ii) After 45 days from the date the agency knew or reasonably should have known about the incident, and up to one year from that date, the agency may continue to delay disclosure of a recording if the agency demonstrates that disclosure would substantially interfere with the investigation. After one year from the date the agency knew or reasonably should have known about the incident, the agency may continue to delay disclosure of a recording only if the agency demonstrates by clear and convincing evidence that disclosure would substantially interfere with the investigation. If an agency delays disclosure pursuant to this clause, the agency shall promptly provide in writing to the requester the specific basis for the agency's determination that the interest in preventing interference with an active investigation outweighs the public interest in disclosure and provide the estimated date for the disclosure. The agency shall reassess withholding and notify the requester every 30 days. A recording withheld by the agency shall be disclosed promptly when the specific basis for withholding is resolved.

10. Portland, Oregon Police Department (0620.00 *Body-Worn Camera Use and Management*):<sup>13</sup>

14. Affirmative Release of Recordings.

14.1. As a general rule, the Bureau shall release BWC recordings of Category I force incidents upon conclusion of the Grand Jury or, if no Grand Jury is convened, once a disposition is determined by the DA. As an exception to the general rule and when in the public interest, the Commissioner in Charge or Chief of Police may release BWC recordings sooner.

<sup>11</sup> [https://leg.colorado.gov/sites/default/files/2020a\\_217\\_signed.pdf](https://leg.colorado.gov/sites/default/files/2020a_217_signed.pdf)

<sup>12</sup> [https://leginfo.ca.gov/faces/billTextClient.xhtml?bill\\_id=201720180AB748](https://leginfo.ca.gov/faces/billTextClient.xhtml?bill_id=201720180AB748)

<sup>13</sup> <https://www.portland.gov/policies/police-directives/field-operations-0600/062000-body-worn-camera-use-and-management>

11. Minnesota State Law (13.825 *Portable Recording Systems*):<sup>14</sup>

Subd. 2. **Data classification; court-authorized disclosure.**

(b) Notwithstanding section [13.82, subdivision 7](#), when an individual dies as a result of a use of force by a peace officer, an involved officer's law enforcement agency must allow the following individuals, upon their request, to inspect all portable recording system data, redacted no more than what is required by law, documenting the incident within five days of the request, subject to paragraphs (c) and (d):

- (1) the deceased individual's next of kin;
- (2) the legal representative of the deceased individual's next of kin; and
- (3) the other parent of the deceased individual's child.

(c) A law enforcement agency may deny a request to inspect portable recording system data under paragraph (b) if the agency determines that there is a compelling reason that inspection would interfere with an active investigation. If the agency denies access under this paragraph, the chief law enforcement officer must provide a prompt, written denial to the individual in paragraph (b) who requested the data with a short description of the compelling reason access was denied and must provide notice that relief may be sought from the district court pursuant to section 13.82, subdivision 7.

(d) When an individual dies as a result of a use of force by a peace officer, an involved officer's law enforcement agency shall release all portable recording system data, redacted no more than what is required by law, documenting the incident no later than 14 days after the incident, unless the chief law enforcement officer asserts in writing that the public classification would interfere with an ongoing investigation, in which case the data remain classified by section 13.82, subdivision 7.

12. Michigan State Law (*Law Enforcement Body-Worn Camera Privacy Act*, Act 85 of 2017):<sup>15</sup>

**780.315 Audio or video recording from body-worn camera; retention by law enforcement agency; disclosure as public record; limitation.**

Sec. 5. (1) An audio or video recording from a body-worn camera that is retained by a law enforcement agency in connection with an ongoing criminal investigation or an ongoing internal investigation is not a public record and is exempt from disclosure under the freedom of information act, 1976 PA 442, MCL 15.231 to 15.246, but only to the extent that disclosure as a public record would do any of the following:

- (a) Interfere with law enforcement proceedings.
- (b) Deprive a person of the right to a fair trial or impartial adjudication.
- (c) Constitute an unwarranted invasion of personal privacy.
- (d) Disclose the identity of a confidential source or, if the record is compiled by a law enforcement agency in the course of a criminal investigation, disclose confidential information furnished only by a confidential source.
- (e) Disclose law enforcement investigative techniques or procedures.
- (f) Endanger the life or physical safety of law enforcement personnel.
- (g) Disclose information regarding a crime victim in violation of sections 8, 19, 19a, 21, 34, 38, 48, 62, 68, and 80 of the William Van Regenmorter crime victim's rights act, 1985 PA 87, MCL 780.758, 780.769, 780.769a, 780.771, 780.784, 780.788, 780.798, 780.812, 780.818, and 780.830.

(2) An audio or video recording from a body-worn camera that is retained by a law enforcement agency relating to a civil action in which the requesting party and the public body are parties is not a public record and is exempt from disclosure under section 13(1)(v) of the freedom of information act, 1976 PA 442, MCL 15.243.

<sup>14</sup> <https://www.revisor.mn.gov/statutes/cite/13.825>

<sup>15</sup> <https://www.legislature.mi.gov/documents/mcl/pdf/mcl-Act-85-of-2017.pdf>



Presented by: The Manager  
Presented: 03/17/2025  
Drafted by: Law Department

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

Serial No. 2025-05(b)

### **An Ordinance Setting Forth the Policy and Procedures for the Release of Body Worn Camera Video Footage in Critical Incidents.**

WHEREAS, the Assembly of the City and Borough of Juneau believes that the use of body worn cameras provides the community with increased transparency; and

WHEREAS, critical incidents require careful consideration and thoughtful community outreach; and

WHEREAS, often critical incidents are discussed and personal video is shared on social media immediately following such incidents; and

WHEREAS, nationwide, police departments have transitioned to releasing footage to the community as early as possible; and

WHEREAS, there is a strong public interest in releasing footage in a timely manner; and

WHEREAS, the Constitutional rights of all parties remain protected, despite the timing of the release of footage.

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 Title.** Title 55, Police, is amended to add the following chapters and sections:

**Chapter 55.60 BODY WORN CAMERAS**

**55.60.010 Body worn camera policy.**

The Juneau Police Department shall establish policies and procedures for the use of body worn cameras and the release of video footage.

**55.60.020 Release of body worn camera footage in officer-involved use of deadly force that results in serious physical injury or death. ~~involved traumatic incidents.~~**

When an officer-involved use of force incident occurs where the use of force causes death or serious physical injury to an officer or another person, ~~If a traumatic incident occurs involving Juneau police officers,~~ the Juneau Police Department will proceed as follows:

- (1) Release body worn camera footage no later than 30 days after the incident.  
Family may be provided the opportunity to review the footage in-person or virtually up to 24 hours prior to planned public release.
  - (A) The release shall consist of relevant video imagery (including accompanying audio recording) that accurately depicts the actions and events leading up to and including the incident.
  - (B) The release of the footage will be accompanied by (1) additional information to provide context based on the evidence available at the time of release and (2) a brief summary of the redactions.
  - (C) Footage will not be released if JPD is in receipt of a valid court order prohibiting release.
- (2) *Delayed release.*
  - (A) The prosecuting authority may request, in writing, up to a 10-day delay in the release of video to the public. In its request, the prosecuting authority should explain, with specificity, the interference or jeopardy that justifies

the delayed release. Neither a delay in completing the investigation nor pending prosecution review constitute a circumstance in which a delay in release is justified. The prosecuting authority's request for an extension will be carefully considered by the manager and chief of police, with the final decision granting a delay ultimately resting with the manager.

(i) Only one 10-day delay may be requested.

(ii) If granted, the manager shall inform the assembly, at the next scheduled meeting, of the delay.

(iii) If granted, upon release of the video, the prosecuting attorney's explanation for delay shall be released to the public.

(B) The manager or chief of police retain the discretion to identify circumstances under which the release of the video must be delayed to protect:

(i) The safety of involved individuals, including officers, witnesses, bystanders, or other third parties; or

(ii) Confidential sources or investigative techniques.

(C) In no case shall a delay exceed 10 days. The video imagery in question shall be released as soon as the reason for delay has been resolved.

(D) If delayed by the manager or chief of police, upon release of the video, an explanation for delay shall be released to the public.

(3) *Notification.* Absent exigent circumstances, all reasonable attempts shall be made to notify the following individuals or entities at least 48-hours prior to the release of video imagery:

- (A) Officer who is depicted in the video and/or significantly involved;
- (B) The subject upon whom force was used upon;
  - (i) If the subject is deceased or unable to consent, the next of kin or personal representative, if known, will be notified;
  - (ii) If the subject is a juvenile, the subject's parents or legal guardian will be notified;
- (C) The State of Alaska Office of Special Prosecutions and the Juneau Municipal Attorney's Office.

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

Attest:

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

Presented by: The Manager  
Introduced: April 07, 2025  
Drafted by: Finance

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

**Serial No. 2024-01(b)(AF)**

**An Ordinance Appropriating \$10,000 to the Manager for the Aircraft Rescue Fire Fighting Truck Capital Improvement Project; Funding Provided by Airport Capital Reserve Funds.**

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

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

**Section 2. Appropriation.** There is appropriated to the Manager the sum of \$10,000 as funding for the Aircraft Rescue Fire Fighting Truck Capital Improvement Project (A50-114).

**Section 3. Source of Funds**

Airport Capital Reserve Funds \$ 10,000

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

Attest:

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

Presented by: The Manager  
 Introduced: April 7, 2025  
 Drafted by: Finance

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

Serial No. 2024-01(b)(AJ)

**An Ordinance Appropriating \$4,000,000 to the Manager for the Bartlett Regional Hospital Emergency Department Addition Capital Improvement Project, and Deappropriating \$4,000,000 from the Manager for the Bartlett Regional Hospital Emergency Department Addition Capital Improvement Project; Funding Provided by United State Department of Health and Human Services.**

WHEREAS, fiscal year 2025 Ordinance 2024-01(b)(I) appropriated \$8,900,000 for the Bartlett Regional Hospital Emergency Department addition project; and

WHEREAS, hospital funds were appropriated for the project work beginning in spring 2025 and are now being partially replaced by a \$4,000,000 grant received from the U.S. Department of Health and Human Services.

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

**Section 2. Appropriation.** There is appropriated to the Manager the sum of \$4,000,000 for the Bartlett Regional Hospital Emergency Department Addition Capital Improvement Project (B55-083).

**Section 3. Deappropriation.** There is deappropriated from the Manager the sum of \$4,000,000 for the Bartlett Regional Hospital Emergency Department Addition Capital Improvement Project (B55-083).

### Section 4. Source of Funds

Hospital Funds	(\$ 4,000,000)
U.S. Department of Health and Human Services	\$ 4,000,000

**Section 5. Effective Date.** This ordinance shall become effective upon adoption.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

Attest:

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



Presented by: The Manager  
Introduced: April 7, 2025  
Drafted by: Finance

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

Serial No. 2024-01(b)(AK)

### **An Ordinance Appropriating \$150,000 to the Manager for Marie Drake Property Planning; Funding Provided by General Funds.**

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

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

**Section 2. Appropriation.** There is appropriated to the Manager the sum of \$150,000 as funding for Marie Drake property planning.

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

General Funds	\$ 150,000
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**Section 4. Effective Date.** This ordinance shall become effective upon adoption.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

Attest:

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

Presented by: The Manager  
Introduced: April 7, 2025  
Drafted by: Finance

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

Serial No. 2024-01(b)(AL)

### **An Ordinance Appropriating \$200,000 to the Manager for Contingency Federal Staffing Support Related to Tourism; Funding Provided by State Marine Passenger Fees.**

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

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

**Section 2. Appropriation.** There is appropriated to the Manager the sum of \$200,000 as funding for contingency federal staffing support related to tourism.

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

State Marine Passenger Fees	\$ 200,000
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**Section 4. Effective Date.** This ordinance shall become effective upon adoption.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

Attest:

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

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,

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.



*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,

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

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

**69.05.030 Collection.**

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

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

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

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

Every seller or marketplace facilitator collecting and remitting tax on behalf of a seller and transportation network company collecting and remitting sales tax on behalf of transportation 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



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

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

interest rate shall be ten percent per year, and if the calculated rate would exceed 15 percent per year, the interest rate shall be 15 percent per year.

- (c) The seller or marketplace facilitator on behalf of a seller ~~transportation network company on behalf of a transportation network company driver~~ shall report and remit sales tax to the City and Borough on the same basis, cash or accrual, the seller or marketplace facilitator ~~transportation network company~~ uses for reporting federal income tax. A seller or marketplace facilitator reporting on the accrual basis shall be allowed a tax credit for sales tax previously paid by the seller or marketplace facilitator on any sale, service, or rental made on credit to the extent the seller or marketplace facilitator declares such debt to be uncollectible and a bad debt for federal income tax purposes. Such bad debt credit must be claimed on a timely filed quarterly sales tax report within two years from the date of sale in which the bad debt arose.
- (d) Except as otherwise provided herein, all returns, reports, and information required to be filed with the City and Borough under this chapter, and all information deducible from such filed returns, reports, and information, shall be kept confidential and are not subject to public inspection. Except upon court order, such returns, reports, and information shall be made available only to employees of the City and Borough whose job responsibilities are directly related to such returns, reports, and information; to the person supplying such returns, reports, and information; and to persons authorized in writing by the person supplying such returns, reports, and information. The following information shall be made available to the public: the name and address of sellers and 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~~; whether or not a business, including a  
~~marketplace facilitator, transportation network company, or transportation network~~  
~~company driver~~ is registered to collect sales tax in the City and Borough; whether or  
not a business, including a marketplace facilitator, ~~transportation network company or~~  
~~transportation network company driver~~ is current in filing sales tax returns and in  
remitting sales tax, the amount of sales tax due, and the number of returns not filed;  
and the names and exemption numbers of nonprofit agencies which have received a  
nonprofit exemption number from the manager. The manager may, from time to time,  
publish the names of sellers and 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~~ delinquent in remitting  
sales taxes and the amount thereof including the "doing business as" name under  
which the seller or marketplace facilitator ~~transportation network company~~ is doing  
business when the sales tax delinquency being published arises from that business;  
provided that the names of sellers or marketplace facilitators ~~transportation network~~  
~~companies~~ who have signed a confession of judgment for the delinquent sales taxes,  
penalties, and interest, and a stipulation to postpone execution on the judgment, and  
who are current in their sales tax payments under such stipulation as of the date on  
which the names are submitted to the publisher, will not be published. Information  
may also be made available to the public in the form of statistical reports if the  
~~identities~~ of particular sellers or transportation network companies is not revealed by  
the reports.

(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.**

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

**69.05.090 Assessment limitation periods; recordkeeping.**

(a) A seller's tax liability, or the liability of a marketplace facilitator collecting and remitting sales tax for a seller ~~transportation network company collecting and remitting sales tax for a transportation network company driver~~, under this chapter may be determined and assessed for a period of three years after the date the return was filed with the City and Borough manager. No civil action for the collection of such 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)

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**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

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

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

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

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

(a) The tax, interest, and penalty imposed under this chapter in addition to the lien filing fee under subsection (b) of this section shall constitute a lien in favor of the City and Borough upon the assets, including all real and personal property, of every person making taxable sales or of a marketplace facilitator responsible for collecting and remitting sales tax on behalf of sellers ~~transportation network company responsible for collecting and remitting sales tax on behalf of transportation network company drivers~~ 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

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

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

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

**Chapter 69.07 HOTEL-MOTEL ROOM TAX**

**69.07.010 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 sleeping room or rooms in a hotel-motel.

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

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

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.

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

(Serial No. 80-36, § 3, 1980; Serial No. 80-57, §§ 2, 3, 1981; Serial No. 84-34, § 2, 1984; Serial No. 88-17, § 2, 1988; Serial No. 2019-36, § 2, 8-19-2019, eff. 1-1-2020)

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

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**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

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

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

(Serial No. 91-35am, § 2, 1991)

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

(a) Every operator or hosting platform 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 of all hotel-motel room rentals, regardless of whether such transactions are taxable or nontaxable, the amount of hotel-motel tax due, and such other information as the City and Borough may require, and sign and deliver or mail the same to the City and Borough manager's office. Period returns shall be filed for the calendar quarters ending on March 31, June 30, September 30, and December 31

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

- (b) The tax levied under this chapter, whether or not collected from the buyer, except for credit transactions covered in subsection (c) of this section, must be remitted by the seller to the City and Borough at the time of transmitting the return, and if not so remitted or if the return is not timely filed, such tax is delinquent. A late filing penalty of \$25.00 shall be added to all late returns. The postmark shall determine the date of filing mailed returns. In addition, a late payment penalty of five percent per month or any fraction thereof, until a total late payment penalty of 25 percent has accrued, shall be added to all returns until such tax, penalty and interest thereon have been paid. Such penalty shall be assessed and collected in the same manner as the tax is assessed and collected. In addition to these penalties, interest at a rate of 15 percent per year on the delinquent tax from the date of delinquency until paid shall accrue and be collected in the same manner the delinquent tax is collected.
- (c) The operator or hosting platform shall report and pay over the tax to the City and Borough on the same basis, cash or accrual, the seller uses for reporting federal income tax. An operator or hosting platform reporting on the accrual basis shall be allowed a tax credit for tax previously paid by the operator or hosting platform on any rental made on credit to the extent the operator or hosting platform declares such debt to be uncollectible and a bad debt for federal income tax purposes. Such bad debt credit must be claimed on a timely filed quarterly tax report covering the quarter during which the operator or hosting platform declares the transaction a bad debt for federal income tax 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
- 2           (1) Transmitting or otherwise communicating the offer or acceptance between
- 3                   the buyer and seller;
- 4           (2) Owning or operating the infrastructure, electronic or physical, or
- 5                   technology that brings buyers and sellers together;
- 6           (3) Providing a virtual currency that buyers are allowed or required to use to
- 7                   purchase products from the seller; or
- 8           (4) Software development or research and development activities related to
- 9                   any of the activities described in (b) of this subsection (3), if such activities
- 10                   are directly related to a physical or electronic marketplace operated by the
- 11                   person or an affiliated person; and

12

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

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

23

24           *Operator* means a person, firm, corporation, or other designated legal entity, who furnishes,

25           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

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

*Person* means an individual natural person.

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

*Rent and rents* means 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.

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

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

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

**69.40.020 Registration required.**

- (a) The operator of a short-term residential rental must register with the CBJ sales tax office on a form or platform specified by the CBJ prior to offering a unit for rent.
- (b) Registration numbers are valid for a period of 12 months and must be renewed annually.
- (c) The CBJ will provide a rental registration number for each registered short-term residential rental. ~~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.~~
- (d) There is no fee for registration.
- (e) The operator shall provide the CBJ with the following at the time of registration:

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

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

**69.40.025 Registration posting.**

- (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. 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.

**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.

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

Attest:

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

Presented by: The Manager  
Introduced: April 7, 2025  
Drafted by: Finance

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

**Serial No. 2024-01(b)(AM)**

**An Ordinance Appropriating \$500,000 to the Manager for the Lead Water Service Line Inventory Capital Improvement Project; Loan Funding Provided by the State of Alaska Department of Environmental Conservation, Alaska Drinking Water Fund State Revolving Loan Fund.**

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

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

**Section 2. Appropriation.** There is appropriated to the Manager the sum of \$500,000 as funding for the Lead Water Service Line CIP (W75-074).

**Section 3. Source of Funds**

Alaska Department of Environmental Conservation	\$ 500,000
---	------------

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

Attest:

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

Presented by: The Manager  
Introduced: April 7, 2025  
Drafted by: Finance

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

**Serial No. 2024-01(b)(AN)**

**An Ordinance Appropriating \$1,115,654 to the Manager for the Taku Harbor Improvements Capital Improvement Project; Grant Funding Provided by the Alaska Department of Fish and Game.**

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

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

**Section 2. Appropriation.** There is appropriated to the Manager the sum of \$1,115,654 for the Taku Harbor Improvements Capital Improvement Project (H51-129).

**Section 3. Source of Funds**

Alaska Department of Fish and Game	\$1,115,654
------------------------------------	-------------

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

Attest:

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



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

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

**Serial No. 3099**

**A Resolution of the City and Borough of Juneau Extending the Local  
Emergency Declaration in Response to the August 2024 Glacier  
Outburst Flood and a Request for State and Federal Assistance.**

WHEREAS, the City and Borough of Juneau (the “City and Borough”) is a political subdivision of the State of Alaska; and

WHEREAS, a side basin (Suicide Basin or K’óox Kaadí Basin) of the Mendenhall Glacier above Juneau, Alaska, has released outburst floods (also known as jökulhlaups) since 2011, with record flood events in August 2023 and August 2024; and

WHEREAS, the emergency is ongoing, as the basin continues to refill, placing the community, public infrastructure, and property at risk due to an anticipated 2025 release; and

WHEREAS, the August 2024 glacier outburst flood caused unprecedented damage to public infrastructure and private property, triggering the assistance of State agencies and the Army National Guard; and

WHEREAS, the Governor of Alaska issued a State disaster declaration on August 12, 2024, and the City and Borough received a federal disaster declaration on October 16, 2024; and

WHEREAS, the following conditions exist: the extent of the August 2024 flooding is unprecedented; hundreds of homes were severely impacted by flooding, including homes outside anticipated flood areas; hundreds of vehicles were flooded; there were countless hazardous material spills causing portions of the Mendenhall River and floodwaters to smell like petroleum; 43 people sought refuge in an emergency shelter and countless others evacuated to other locations; public utilities and infrastructure were severely damaged; homeowners are still rebuilding, and emergency response costs are significant; and

WHEREAS, benefited property owners and the Assembly have approved the creation of a local improvement district to fund the placement of HESCO barriers to attempt to protect life and property going forward; and

WHEREAS, the City and Borough Manager is the chief administrative officer who reports to the Assembly (CBJ Charter 4.1 & 4.5); and

WHEREAS, the governing body of the City and Borough is the Assembly, which has legislative and policy-making powers (CBJ Charter 3.1), and the City and Borough Mayor is the presiding officer with special powers in emergencies; and

WHEREAS, pursuant to CBJC 03.25.040(a) and A.S. 26.23.140, the declaration of the existence of a local emergency may be made by the City and Borough Manager and confirmed by the City and Borough Assembly; and

WHEREAS, the Assembly authorizes the Manager to implement orders necessary to protect the health and safety of the residents of the City and Borough; and

WHEREAS, the Assembly further authorizes the Manager to allow emergency permitting and waivers under Title 19, Title 49, and Title 75 as it is reasonable and necessary to protect life and property, upon balancing the public health, safety, and welfare; and

WHEREAS, the Assembly requests the Governor of the State of Alaska direct State officials to allow emergency permitting and waivers to State laws for people, businesses, and residences who need to take reasonable actions to protect life and property.

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

**Section 1. Local Emergency Declaration.** The City and Borough Manager and Assembly of the City and Borough of Juneau declare a disaster emergency to exist within the City and Borough of Juneau per CBJ Charter 3.12(c), CBJC 03.25.040(a), and A.S. 26.23.140. A copy of this Resolution shall be filed promptly with the Alaska Division of Homeland Security and Emergency Management.

**Section 2. Reasonable and Necessary Emergency Orders.** Consistent with CBJC 03.25.040(6), CBJC 03.25.090, and A.S. 29.23.190, the Assembly authorizes the Manager to implement any reasonable emergency orders necessary to protect the health, safety, or welfare of the residents of the City and Borough of Juneau including emergency

78 permitting and waivers under Title 19, Title 49, and Title 75 as it is reasonable and  
 79 necessary to protect life and property, upon balancing the public health, safety, and welfare.

80  
 81 **Section 3. Request for State and Federal Assistance.** The City and Borough  
 82 of Juneau requests that the Governor of the State of Alaska provide continued State public  
 83 assistance and individual assistance as may be available, assistance with emergency  
 84 permitting within and near Mendenhall River, and to request additional assistance from the  
 85 federal government.

86  
 87 **Section 4. Effective Date.** This resolution shall be effective immediately after  
 88 its adoption. Because of the ongoing nature of the emergency, this declaration of local  
 89 emergency shall remain in effect for 180 days.

90  
 91 Adopted this \_\_\_\_\_ day of April, 2025.

92  
 93 \_\_\_\_\_  
 94 Beth A. Weldon, Mayor

95  
 96 \_\_\_\_\_  
 97 Katie Koester, City Manager

98  
 99  
 100  
 101 Attest:

102  
 103 \_\_\_\_\_  
 104 Elizabeth J. McEwen, Municipal Clerk

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

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

Serial No. 4001

### **A Resolution Approving Amendments to the Bylaws of the Board of Directors of Bartlett Regional Hospital.**

WHEREAS, the Bartlett Regional Hospital (BRH) Board of Directors is responsible for the administration and management of the hospital under the general direction of the Assembly; and

WHEREAS, CBJC 40.05.030 provides that the BRH Board of Directors shall recommend bylaws for the administration and government of the hospital, which bylaws shall become effective upon approval of the Assembly by resolution; and

WHEREAS, the Assembly may accept the bylaws recommended by the BRH Board of Directors, may reject such bylaws, or may modify them; and

WHEREAS, at its regular meeting on March 25, 2025, the BRH Board of Directors approved amendments, Attachment A, to the bylaws consistent with City and Borough ordinances and forwarded the same to the Assembly.

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

**Section 1.** The Assembly hereby approves the amendments to the BRH Board of Directors Bylaws, Attachment A.

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

Attest:

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

# **Bartlett Regional Hospital**

## **BOARD OF DIRECTORS**

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## BOARD OF DIRECTORS NAME AND PURPOSE – 0100

### **01110110 NAME**

The governing body of the Bartlett Regional Hospital and related operations (the Hospital) shall be known as the Board of Directors of Bartlett Regional Hospital (the Board or the Board of Directors).

### **01120120 PURPOSE OF THE HOSPITAL**

1. To provide for the management of facilities, personnel, and services to diagnose and treat injury and disease.
2. To improve health in the community through education, clinical outreach, or other activities.

### **01130130 PURPOSE OF THE HOSPITAL BOARD**

1. To establish long-term goals for the Hospital.
2. To approve policies for the Hospital.
3. To establish strategic direction for the Hospital.
4. To ensure the financial sustainability of the Hospital.
5. To assume overall responsibility for the operation of the Hospital.
6. To hire, direct, and oversee a chief executive officer (the CEO) of the hospital and related operations.

**AUTHORITY AND POWERS – 01200200****01210210 AUTHORITY**

The Board of Directors is constituted, authorized, and governed by the Charter and Ordinances of the City and Borough of Juneau.  
(CBJ Charter, Article III, Section 3.15; C.B.J. Chapter 40.05)

**01220220 GENERAL POWERS**

Subject to state laws and other City and Borough of Juneau Ordinances, CBJ 40.05.020 provides in part that the Board of Directors shall be responsible for the operation of all licensed hospitals and associated licensed health facilities, located inside and outside the City and Borough of Juneau (the City and Borough), owned or leased by the City and Borough. The Board shall make and enforce all rules and regulations necessary for the administration of hospitals under its management, shall prescribe the terms under which patients shall be admitted, and shall establish and enforce standards of operation. The Board shall, within the hospital appropriation, establish and may amend the pay plan for hospital employees. At all times the Board shall exercise its authority with the goal of producing the best possible health outcomes for the citizens of Juneau and for the city's visitors.

**01230230 CONTRACTING AUTHORITY**

The Board is responsible for approving all contracts for supplies, services, or professional services, or for amendments to contracts, as established by CBJ 40.05.020. No contract may be approved unless the contract complies with the City and Borough of Juneau Charter and City and Borough of Juneau Municipal Code. Unless otherwise provided by law, the Board may delegate to the Hospital's CEO the authority to negotiate and execute contracts. The Board may also establish limits to the CEO's contracting and spending authority.

**FUNCTIONS – 01300300****01310310 LEGISLATIVE**

1. The Board of Directors shall recommend bylaws and provide policies and procedures for the administration and governance of the Hospital. The City and Borough of Juneau Assembly (the Assembly) may accept the bylaws recommended by the Board, may reject such bylaws, or may modify them. These bylaws shall become effective upon approval of the Assembly by resolution. A manual of bylaws shall be maintained (CBJ 40.05.030). Policies and procedures shall become effective after being adopted by the Board of Directors. A manual of policies and procedures of the Hospital Board shall be maintained and established as the Board Manual.
2. At least annually, the Governance Committee shall review the bylaws.
3. The Governance Committee's recommended revisions to the bylaws, if any, shall be reviewed by the Board at a regular meeting and final Board action taken at a subsequent Board meeting.
4. Any changes approved by the prevailing vote of at least six members of the Board shall be submitted to the City and Borough of Juneau Assembly for approval by resolution.

**01320320 EVALUATION**

The Board of Directors shall annually evaluate its own performance.

**MEMBERSHIP – 01400400****01410410 NUMBER AND APPOINTMENTS**

The Board of Directors shall consist of nine members appointed by the City and Borough of Juneau Assembly for staggered three-year terms. Board members shall serve at the pleasure of the Assembly. Up to two members of the Hospital's Board of Directors may be physicians in the community appointed from a list of those names submitted by the Hospital's medical staff. Here, the term *physician* means a doctor of medicine (M.D.) or osteopathic medicine (D.O.) licensed to practice medicine in the State of Alaska. Terms shall commence on January first. (CBJ 40.05.010)

**01420420 EXPECTATIONS**

A voting member shall show willingness to give as much time as is reasonably requested or required. The applicant must be willing to accept responsibility for governance, including active participation in board and committee activities. A member shall also work to expand the member's expertise in board governance responsibilities, expertise in health care management, and to build or expand other expertise needed to oversee a modern hospital's management.

**01430430 TERM**

The term of membership shall be three years and until a successor takes office, except that a member appointed to fill a vacancy shall serve for the un-expired term. Board members shall not serve more than three consecutive terms. Members that previous served three consecutive terms may be reappointed after at least a one-year absence. (CBJ 40.05.010). There are two exceptions: (1) if there are no other qualified applicants at the time reappointment is considered by the assembly human resources committee, or (2) to qualified board members serving in board seats for which a specific occupation or expertise is set forth by ordinance.

**01440440 VACANCY**

In addition to the vacancy provisions set out in CBJ 40.05.050, the following provisions shall apply:

1. A recommendation to the Assembly for removal of a Board member may be made upon the prevailing vote of at least six members of the Board.
2. A Board member may resign at any time by giving written notice to the Assembly, with a copy to the president of the Board. Such resignation shall take effect on the date of receipt or at any later time specified.

**01450450      COMPENSATION**

1. Board members may be compensated for services rendered in their capacities as Board or Board committee members, as authorized in City and Borough of Juneau code or ordinance.
2. A Board member or committee member may be reimbursed for expenses incurred serving the hospital as a Board member. Before any reimbursement for expenses is made, receipts of such expenses must be submitted to the Hospital's administration.

Board members may maintain membership in local, state or national organizations that are operated for the promotion of the public health or the advancement of the efficiency of hospital administration. The Board may authorize that dues and fees associated with membership be paid, if in the Board's judgement these fees will improve the operation or functioning of the Hospital (CBJ 40.05.070).

**01460460      TRAINING**

The Board shall provide training to Board members on the duties and functions of the Board, the general operations of the hospital, and other topics as the needs arise.

1. Each new Board member will be given, a copy of CBJ Title 40 Hospitals, the Board bylaws, the Board Manual, and any other appropriate documents. This will be given to the new member not later than the member's first regular meeting,
2. The Board shall provide annual education on board governance and compliance responsibilities.

**ORGINIZATION- ~~01500500~~****~~01510510~~ ORGANIZATION MEETING**

The Board shall elect annually from its members a president, vice president, secretary and such other officers as it deems necessary (CBJ ~~Section~~ 40.05.040).

**~~01520520~~ OFFICERS**

1. The officers of the Board shall be a president, a vice president, and a secretary.
2. Officers shall be elected annually according to the schedule in the Board Manual, and each shall take office immediately after election. Officers shall hold office for a one-year term and until successors shall have been elected. Officers shall serve at the pleasure of the Board.
3. Any officer may resign the office at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt or at any later date specified.
4. The president shall preside at all meetings of the Board and shall be an ex-officio voting member of all committees.
5. The vice president shall act as president in the absence of the president, and when so acting, shall have the power and authority of the president. The vice president shall succeed to the office of president for the unexpired term if that office becomes vacant.
6. The secretary shall ensure the retention of minutes of all meetings of the Board and Board committees and shall ensure appropriate public notice is given for all meetings of the Board and its committees in accordance with these bylaws or as required by law. The secretary shall ensure that the records and reports of the Board are kept as required by law.
7. Upon a vacancy in the office of vice president, or secretary, the Board shall hold an election at its next regular meeting to fill such vacancy for the unexpired term.

## **01530530 COMMITTEES**

1. The president shall establish standing committees with the following names: the Finance and Audit Committee, the Governance Committee, the Planning Committee, the Quality and Compliance Committee, and the Joint Conference Committee. The Board shall assign such duties and responsibilities to the committees as it deems necessary or establish ad hoc committees.
2. The president shall appoint the chair and members of all committees.
3. Committees of the Board shall, when specifically charged to do so by the Board, conduct studies, make recommendations to the Board, and act in an advisory capacity. However, committees shall take no action on behalf of the Board.
4. Unless otherwise determined by the Board, committees shall consist of no fewer than two Board members and shall serve until the committee is discharged or until new committee members are assigned by the Board president.
5. A Board member may request or refuse appointment to a committee and the refusal to serve on any one committee shall not be grounds for failure to appoint that Board member to another committee.
6. A committee shall be convened by the chair or designee who shall report to the whole Board for the committee. The chair shall ensure that minutes will be kept and submitted for Board review.
7. The Board may assign the functions of any management or Board committee to combined or new committees, or to the Board acting as a committee of the whole.
8. The Hospital's CEO shall be, unless otherwise expressly provided, a non-voting ex-officio member of all Board committees.

## **0154-0540 COMMITTEE FUNCTIONS**

### **~~1.~~ Reserved**

### **2.1. Finance and Audit Committee**

The Finance and Audit Committee shall consist of a chair and members appointed by the president. The duties and responsibilities of the Finance and Audit Committee are to review and make recommendations to the Board concerning all matters affecting the financial condition of the hospital,



including the annual budget, the capital budget, and matters referred to the committee by the president.

- A. This committee shall review the annual budget prepared, and submitted to the Board, by the Hospital’s CEO.
- B. This committee shall complete its review in a timely fashion and forward the budget to the Board for approval and submission to the City and Borough manager, as provided in CBJ 40.25.020.
- C. This committee shall review a year-end audited financial report, conducted by an outside auditing firm, and the committee shall report conclusions at the next Board meeting.

**3.2. Governance Committee**

The Governance Committee shall consist of a chair and members appointed by the president. The duties and responsibilities of the Governance Committee are to assist and make recommendations to the Board in the areas of board governance, development, performance, and effectiveness.

- A. This committee shall review Board bylaws and forward its recommended revisions, if any, to the Board on at least an annual basis. The committee shall review and make recommendations to the Board, as needed, for revisions to the Board manual.
- B. This committee shall monitor current standards, regulations, and general expert commentary on corporate governance practices and procedures and shall review and make recommendations to the Board on all matters of governance, including governance practices and procedures.
- C. This committee shall review and make recommendations to the Board for board-member training and education.
- D. This committee shall conduct an annual evaluation of Board effectiveness.

**4.3. Planning Committee**

The Planning Committee shall consist of a chair and members appointed by the president. The Planning Committee shall provide information to the Board on changes and trends in the health care field that may influence the growth and development of the hospital.

- A. This committee shall assist in the preparation and modification of long-range and short-range plans to ensure that the total hospital program, inclusive of fixed assets and facility maintenance, is meeting and will continue to meet the health care needs of the

community. Any plan should include hospital services and those other health care facilities and related community resources. This committee may consult with the CEO, the Medical Staff, the Nursing Department, other department and services, and appropriate advisors in the planning.

**5.4. Quality and Compliance Committee**

The Quality and Compliance Committee shall consist of a chair and members appointed by the president.

- A. This committee shall provide information to the Board concerning the hospital quality assurance program and the mechanisms for monitoring and evaluating quality. This committee may also be used by the Board to identify and resolve quality and compliance problems and to identify opportunities to improve patient care.
- B. This committee shall seek the participation of the CEO or the CEO’s representatives, the Medical Staff, the Nursing Department, and appropriate advisors regarding quality assurance to ensure that the Hospital meets its quality assurance goals.
- C. This committee shall oversee the development and implementation of the Hospital’s compliance guidelines and procedures and the Hospital’s compliance education and training. This committee shall also oversee the Hospital’s maintenance of internal controls, systems, processes, resources, and channels of communication for identifying, reporting, and investigating compliance violations or concerns. The committee shall also oversee implementation of corrective actions.
- D. This committee shall oversee and review regular reports regarding compliance activities and investigations. This committee shall also oversee regular internal or external audits and surveys to verify adherence to the Hospital’s compliance guidelines and procedures.

**6.5. Joint Conference Committee**

The Joint Conference Committee shall consist of the Board’s president, vice president, and secretary, and any other committee members appointed by the president, together with the Executive Committee of the Medical Staff and representatives from the hospital’s administration. The president of the Board will chair the Joint Conference Committee. In the absence of the Board president, the Board vice president will serve as chair of the Committee.

The purpose of this Committee is to provide a forum for communication between the Medical Staff and the Board of Directors.

**7.6. Ad Hoc Committees**

Ad hoc committees may be appointed by the president for special tasks. Upon completion of the task for which appointed, such ad hoc committees shall be discharged.

#### **01550550 BOARD CALENDAR**

The Board shall conduct its business by reference to a calendar which specifies the month or date that decisions, resolutions, deliberations, notices, and reports must be made, instituted or received by the Board.

**MEETINGS – 01600600****01610610 PARLIAMENTARY AUTHORITY**

Meetings shall be conducted under Robert's Rules of Order, using the edition currently adopted by the City and Borough of Juneau, together with such amendments of these rules as may be adopted by the Board.

**01620620 QUORUM**

Five members of the Board shall constitute a quorum, and no business shall be conducted in the absence of a quorum other than to adjourn a meeting to a later date. (CBJ Charter 3.12(e))

**01630630 PRESIDING OFFICER**

The president shall preside at all meetings of the Board. In the absence, disability, or disqualification of the president, the vice president shall preside. In the absence, disability, or disqualification of the president and vice president, the secretary shall preside. In the absence, disability, removal, or disqualification of the president, vice president, and secretary, the person with the longest period of current consecutive service on the Board shall preside.

**01640640 CALL OF MEETINGS**

1. Regular meetings shall be held in accordance with CBJ40.05.060.
2. Special meetings not regularly scheduled may be called by the president or upon the presentation of a petition requesting such a meeting and endorsed by a majority of the voting members of the Board.
3. All meetings of the Board and committees of the Board shall be open to the public, except as otherwise provided by law.
4. All meetings of the Board and the committees of the Board may be held virtually or telephonic in accordance with the City and Borough of Juneau code or Assembly rules, as amended.

**01650650 NOTICE**

1. The president shall notify each Board member, in writing and no later than three days in advance of the meeting, of the time, date, location, and, to the extent it is known, the agenda of any regular meeting. Notice of the time, date, location and purpose of a special Board meeting shall be given to Board members no later than twenty-four hours in advance of the meeting.
2. Reasonable public notice shall be given for all meetings. Notice of all Board meetings and committee meetings shall be conducted in accordance with City and Borough of Juneau Code. Notice shall also be made on the Hospital's website.

In calling a special meeting this notice shall state the business for the transaction of which the special meeting has been called, and no business other than that stated in the notice shall be transacted at such special meeting.

**CONDUCT – 0170700****01710710 CONFLICT OF INTEREST**

Board members shall be governed by the CBJ Charter, Section 15.1 and CBJ Chapter 01.45 with respect to conflict of interest.

**0715 CODE OF ETHICS**

Members of the Board, including ex officio members, shall abide by and conform to the City and Borough of Juneau Conflict of Interest Code (CBJ 01.45) and to the codes of ethics and conduct described in the most recently approved Code of Ethics and Conduct Policy.

**01720720 MOTIONS AND VOTING**

1. The prevailing vote of at least five members of the Board shall be required for official action, except that the prevailing vote may be reduced by one vote for every two members of the Board who are present but who do not vote because of a conflict, as more fully set out in CBJ Charter 3.16(e).
2. A Board member with a declared conflict of interest (CBJ 01.45) on an issue shall ask to be excused from discussion or the vote on the issue. If the president declares a conflict of interest, the president shall turn the meeting over to an alternate chair while the matter at issue is discussed. In either case, a different, non-conflicted member may move that the conflict is *de minimis* and ask that Board allow the conflicted member to remain in the discussion, especially in cases where the conflicted member has special expertise. The conflicted member may still ask to be excused, and if so, that request must be granted. However, if the motion to rule the conflict *de minimis* is seconded and passed, the conflicted member may remain in the discussion but may not vote.
3. A vote may be taken by voice, show of hands, or roll call. If one or more members are participating telephonically, the vote of all members shall be taken by voice or roll call. Proxy voting shall not be permitted. At the request of any member, the Board shall be polled.

**01730730 EXECUTIVE SESSIONS**

1. If permitted subjects are to be discussed at a meeting in executive session, the meeting must first be convened as a public meeting and the question of holding an executive session to discuss matters that come within the exceptions set forth below shall be determined by a majority vote of the Board. The motion to convene in executive session must clearly and specifically describe the subject of the proposed executive session without defeating the purpose of addressing the subject in private. No subjects may be considered at the executive session except those mentioned in the motion calling for the executive session unless those subjects are auxiliary to the

main question. No action may be taken at the executive session except to give direction to an attorney or labor negotiator regarding the handling of a specific legal matter or pending labor negotiations.

The following subjects may be considered in an executive session:

- A. Matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the public entity.
  - B. Subjects that tend to prejudice the reputation and character of any person, provided that person may request a public discussion.
  - C. Matters which by law, municipal charter, or ordinances are required to be confidential.
  - D. Matters involving consideration of government records that by law are not subject to public disclosure.
2. Any executive session where the subject to be discussed tends to prejudice the reputation and character of any person shall require advance notification of that person, and provided that specific person may request a public discussion.-
  3. Board members participating via telephone in a meeting in which an executive session is called, may participate in the executive session only after verifying, on the record and before the session, that the member is alone, in a private place and able to maintain and safeguard the private status of the telephone call for the duration of the session. If at any time the privacy of the call becomes in question any member or invited attendee in the session may request re-verification of the caller's privacy status.

#### **01740740 HEARING OF PUBLIC**

Members of the public present at the meeting of the Board shall be offered a reasonable opportunity to be heard in accordance with Board policy.

#### **01760750 ADJOURNMENT**

The Board may at any time recess or adjourn a meeting to a time and place certain. Upon resuming, the Board shall commence business at the point in the agenda where the motion to recess or adjourn was adopted.

#### **0177 ~~CODE OF ETHICS~~**

~~Members of the Board, including ex-officio members, shall abide by and conform to the City and Borough of Juneau Conflict of Interest Code (CBI 01.45) and to the codes of ethics and conduct described in the most recently approved Code of Ethics and Conduct Policy.~~

#### **01810760 OFFICIAL MINUTES**

Amended ~~XX-XX~~ March 25, 2025

1. The Board shall keep minutes of all Board meetings and Board committee meetings and a record of all proceedings of the Board.
2. All minutes shall be filed in the office of the CEO as the permanent record of the acts of the Board.
3. The minutes shall show the time and place, the members present, the members absent, the subjects considered, the actions taken, the vote taken, and any other information required by law.
4. Motions to convene and the subject matters to be discussed in executive session shall be clearly reflected in the minutes.
5. Copies of all written reports received at a Board or committee meeting shall be attached to the minutes for that meeting.



## HOSPITAL CHIEF EXECUTIVE OFFICER (CEO) – ~~02100800~~

### ~~02110810~~ APPOINTMENT

The chief executive officer of the Hospital (the CEO) shall be appointed by the Board, after consultation with the City and Borough of Juneau City Manager, only upon affirmative vote of a at least six members of the entire Board (CBJ 40.10.010) (40.05.020(d)).

### ~~02120820~~ VACANCY

Whenever a vacancy occurs, the succession plan, as described in the Board Manual, will be implemented.

### ~~02130830~~ DUTIES AND RESPONSIBILITIES

In addition to the duties and responsibilities set out in CBJ 40.10.020:

1. The CEO shall have the duties and responsibilities with respect to the Board, as described in the Board Manual.
2. The CEO shall fulfill the duties set forth in the CEO's job description.

### ~~02140840~~ ANNUAL EVALUATION

Annually, or more frequently, as the Board deems necessary, the Board shall review the performance of the CEO. The president of the Board shall inform the CEO of the results this evaluation. Minutes of the Board meeting shall document the evaluation of the CEO. Personnel actions regarding the hospital administrator, including hiring, evaluation, discipline, and termination, shall be after consultation with the city manager.

**MEDICAL STAFF – ~~03000900~~****~~03210910~~ MEDICAL STAFF ORGANIZATION AND BYLAWS**

The Hospital shall have an organized medical staff (the Medical Staff). This group is responsible to the Board for the clinical and scientific work of the hospital, as the Board serves as the governing body for the hospital. With approval of the Board, the Medical Staff may adopt bylaws, rules, regulations and policies for the proper conduct of its work and eligibility for appointment to the Medical Staff. The Medical Staff bylaws shall be submitted to the Board for its approval and shall not become effective until approved by the Board. The bylaws shall include provisions for hearings on applications for membership on the Medical Staff that are consistent with the requirements of due process, federal law, state law, and these bylaws. When the Medical Staff reviews or revises its bylaws, rules, regulations and policies it will submit its recommendations for amendment to the Board for its review and approval. (CBJ 40.15.040)

Neither the Medical Staff nor the Board may unilaterally amend the staff bylaws.

**~~03220920~~ SELF-GOVERNING**

The Medical Staff shall be self-governing with respect to the professional work performed in the hospital. It shall:

1. Designate one of its members as a physician leader of the Medical Staff (the Chief of Staff).
2. Hold regular meetings in accordance with Medical Staff bylaws, for which minutes and records of attendance shall be kept.
3. Review and analyze at regular intervals the clinical experience of the Hospital. Medical records of patients shall be the basis for such review and analysis. (CBJ 40.15.050)

**~~03510930~~ ACTIONS AND DECISIONS**

In accordance with the Medical Staff bylaws adopted pursuant to CBJ 40.15.030, the Board, after appropriate action by the Medical Staff, shall take action or make decisions on Medical Staff matters, including applications for membership, clinical privileges, and professional discipline matters.

**~~03520940~~ REVIEW OF ACTIONS AND DECISIONS**

The Medical Staff bylaws shall include procedures for hearings whereby the applicant or member of the Medical Staff shall be afforded a hearing in connection with a request for a review of a decision or action taken pursuant to Section ~~0930351~~ of these bylaws.

**0353-0950 REAPPLICATION FOLLOWING DENIAL OR REVOCATION**

If an application for membership on the Medical Staff or renewal of membership is denied by the Board, or if the Board revokes the membership of a staff member, the applicant may reapply for appointment to the Medical Staff after the expiration of two years from the date of such denial, unless the Board provides otherwise in the formal written denial.

**03710960 BOARD OBLIGATION TO THE MEDICAL STAFF**

The Board, through the CEO, shall ensure that the Medical Staff is provided with the administrative assistance necessary to conduct medical staff business and quality assurance activities in accordance with the hospital's Quality Review Plan. This includes the services of the medical record department, and any other administrative or technical assistance deemed necessary and appropriate to fulfill its mission and to facilitate the Medical Staff's conduct of quality review activities. The nature and the frequency of submission of required reports shall be in accordance with the hospital's Quality Review Plan and the Medical Staff bylaws, rules and regulations.

(LAST PAGE)

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

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

Serial No. 4002

### A Resolution Regarding Funds Collected for the Token Transit App Promotional Program.

WHEREAS, the City and Borough of Juneau Charter, Article 9, provides the basis for the collection and deposit of all City funds; and

WHEREAS, the City and Borough of Juneau, Capital Transit Division, implemented a new Token Transit app, which provides an electronic payment option for all city buses; and

WHEREAS, to promote the new user-friendly mobile application, Capital Transit would like to implement a promotional launch offer which would provide a discount of 50% off the regular fare price to users who purchase via the app for the first week following the launch; and

WHEREAS, Capital Transit estimates that this will result in a reduction in revenue for the City and Borough in the amount of \$5,000.00, which could be offset by new passengers; and

WHEREAS, the Assembly Public Works & Facilities Committee approved this promotional offer at its March 17, 2025 meeting.

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

**Section 1.** Capital Transit is authorized to provide a promotional 50% discount off the regular fare price for one week following the launch of the new Token Transit app, electronic payment system.

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

Attest:

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

Presented by: Hughes-Skandijs  
Presented: 04/07/2025  
Drafted by: Law Department

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

### **Serial No. 4005**

#### **A Resolution Expressing the City and Borough of Juneau's Support for Federal Workers and Urging Alaska's Congressional Delegation to Oppose Cuts to Federal Agencies.**

WHEREAS, the City and Borough of Juneau (CBJ) recognizes the invaluable role that federal workers play in supporting the wellbeing, prosperity, and functioning of the community; and

WHEREAS, federal employees in Juneau provide essential services across multiple agencies, supporting critical sectors such as public lands, fisheries, transportation, weather forecasting, and public safety; and

WHEREAS, the Mendenhall Glacier Visitor Center, operated by the U.S. Forest Service, draws hundreds of thousands of visitors each year and serves as a cornerstone of Juneau's tourism economy, relying on federal staff to provide interpretation, education, and stewardship of this natural asset; and

WHEREAS, federal personnel from agencies such as National Oceanic and Atmospheric Administration (NOAA) and the United States Fish and Wildlife Service play a vital role in the management and research of Alaska's fisheries, ensuring sustainability and economic stability for a key regional industry; and

WHEREAS, the National Weather Service (NWS), a division of NOAA, provides essential weather forecasting and monitoring services that are critical to public safety and emergency preparedness, including real-time tracking of weather events, marine forecasts, and flood risk assessments; and

WHEREAS, the NWS actively monitors the Suicide Basin and issues warnings to the public and local emergency responders about potential glacial outburst floods, helping to prevent loss of life and minimize damage to infrastructure in Juneau; and

WHEREAS, federal employment in Juneau not only provides family-sustaining wages but also supports local businesses through spending on housing, goods, services, and tourism-related activity, contributing significantly to the overall economic health of the region; and

WHEREAS, the presence of federal employees contributes significantly to the local economy through direct employment, contracting, and spending, and their continued work enhances the quality of life and resilience of the Juneau community; and

WHEREAS, recent and proposed cuts to federal agencies threaten the ability of these agencies to fulfill their missions, reduce capacity for service delivery in Southeast Alaska, and negatively impact both economic and environmental outcomes for the region.

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

**Section 1.** The City and Borough of Juneau strongly supports the work of federal employees and affirms their importance to the community's economic vitality, environmental stewardship, and public safety. The Assembly calls on the Alaska Congressional Delegation to take proactive action to restore funding and capacity to agencies whose services are essential to the people of Juneau and Southeast Alaska, and to strongly oppose cuts to federal agencies.

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

Adopted this 7<sup>th</sup> day of April, 2025.

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Beth A. Weldon, Mayor

Attest:

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Elizabeth J. McEwen, Municipal Clerk

MEMORANDUM

CITY/BOROUGH OF JUNEAU  
155 HERITAGE WAY, JUNEAU, ALASKA 99801

EMAILED MEMORANDUM

TO: Renee Loree  
CBJ Purchasing Officer

Date: March 26, 2025

FROM: *Carl Uchytel*  
Carl Uchytel  
Port Director

SUBJ: POSTING NOTICE OF BIDS  
Aurora Harbor Rebuild, Phase IV  
Contract No. DH25-022

This memo is to post a notice of the results of the bid opening on March 25, 2025, for the subject project. 2 bids were received. The responsive bidders and their total bids are as follows:

BIDDERS	BASE BID	ALTERNATE NO. 1	TOTAL BID
<i>Western Marine Construction, Inc</i>	<i>\$7,485,100</i>	<i>\$104,600</i>	<i>\$7,589,700</i>
Trucano Construction Company	\$8,645,000	\$136,380	\$8,781,380
<i>Engineer/Architects Estimate</i>	<i>\$9,253,250</i>	<i>\$229,000</i>	<i>\$9,482,250</i>

The apparent low bidder is **Western Marine Construction, Inc.** This Posting Notice of Bids serves to inform bidders that the CBJ intends to award the Base Bid and the Additive Alternate in the amount of \$7,589,700. Recommendation to award the Base Bid and the Additive Alternates in the amount of - \$7,589,700 will be forwarded to the CBJ Assembly for approval at the Regular/Special Assembly Meeting on April 7, 2025.

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

The apparent low bidder has until **4:30 p.m. on April 2, 2025**, to submit the Subcontractor Report, Section 00360 to the Engineering Department Contracts Office. The Subcontractor Report must be submitted even if there are no subcontractors planned for the job.

c. Bidders  
Matthew Sill



## MEMORANDUM

## CITY/BOROUGH OF JUNEAU

155 HARITAGE WAY, JUNEAU, ALASKA 99801

TO: Katie Koester  
City and Borough Manager

FROM: Greg Smith  
Contract Administrator

SUBJ: BID RESULTS:  
Mendenhall Wastewater Treatment Plant  
Dried Biosolids Crusher System and Building Modifications  
CBJ Contract No. BE25-034

DATE: March 31, 2025

FILE: 2197

Bids were opened on the subject project on March 25, 2025. The bid protest period expired at 4:30 p.m. on March 26, 2025. Results of the bid opening are as follows:

	<b>DAWSON CONSTRUCTION, LLC</b>	CARVER CONSTRUCTION, LLC	<i>Engineers Estimate</i>
Base Bid	\$1,499,415.00	\$1,905,500.00	\$2,193,531.00
Additive Alternate No. 1	\$146,000.00	\$130,894.00	\$140,000.00
<b>TOTALS</b>	<b>\$1,645,415.00</b>	\$2,036,394.00	\$2,333,531.00

Project Manager: Jason Hofbauer

Project Description: Base Bid: Provide all Work required for building modifications and the installation of a dried biosolids crusher system, including crusher, conveyance equipment, dust collection system, related SCADA integration, and commissioning of completed system.

Additive Alternate 1: Furnish and install total solids online instrumentation for pumped wet cake solids and provide programming for automated operation of the belt dryer that makes use of total solids data reported for feedstock delivered to the Dryer, provide SCADA System Integration services to integrate total solids online instrumentation into the automated process control, and provide functional and performance testing, and commissioning services.

Funding Source: F519 Wastewater  
Total Project Funds: \$4,200,000.00  
CIP No. U76-128  
Construction Encumbrance: \$1,645,415.00  
Construction Contingency: \$164,541.00  
Design: \$550,000.00  
Contract Administration/Inspection: \$132,300.00  
CBJ Administrative costs: \$49,000.00

Staff recommends award of this project to Dawson Construction, LLC for the Base Bid and Additive Alternate 1 for a total award amount of **\$1,645,415.00**.

Approved: \_\_\_\_\_  
Katie Koester  
City & Borough Manager

Date of Assembly Approval: \_\_\_\_\_

c: CBJ Purchasing

Presented by: The Manager  
Introduced: April 7, 2025  
Drafted by: Finance

TRANSFER REQUEST FOR THE CITY AND BOROUGH OF JUNEAU,  
ALASKA

SERIAL NUMBER T-2510

It is hereby ordered by the Assembly of the City and Borough of Juneau,  
Alaska, that \$62,495 be transferred:

From: CIP

H51-130	Wayside Park Float Dredging	\$ (62,495)
---------	-----------------------------	-------------

To: CIP

H51-129	Taku Harbor Improvements	\$ 62,495
---------	--------------------------	-----------

The \$62,495 consists of:

Temporary 1% Sales Tax	\$ 62,495
------------------------	-----------

Moved and Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Katie Koester, City Manager

Attest:

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



Department of Commerce, Community,  
and Economic Development

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

February 21, 2025

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

Licensee: MSE, LLC  
DBA: Lucky Lady  
VIA email: eskimo7777@aol.com  
CC: None  
Local Government 1: Juneau City and Borough  
Local Government 2:  
Via Email: [di.cathcart@juneau.gov](mailto:di.cathcart@juneau.gov); [city.clerk@juneau.gov](mailto:city.clerk@juneau.gov)

Re: Beverage Dispensary License #674 Combined 2025-2026 Renewal Notice

License Number:	#674
License Type:	Beverage Dispensary License
Licensee:	MSE, LLC
Doing Business As:	Lucky Lady
Physical Address:	192 S Franklin St Juneau, AK 99801
Designated Licensee:	MSE, LLC
Phone Number:	907-723-9917
Email Address:	eskimo7777@aol.com

☒ License Renewal Application      ☐ Endorsement Renewal Application

**Dear Licensee:**

Our staff has reviewed your application after receiving your application and required fees. Your renewal documents appear to be in order, and I have determined that your application is complete for purposes of AS 04.11.510, and AS 04.11.520.

Your application is now considered complete and will be sent electronically to the local governing body(ies), your community council if your proposed premises is in Anchorage or certain locations in the Matanuska-Susitna Borough, and to any non-profit agencies who have requested notification of applications. The local governing body(ies) will have 60 days to protest the renewal of your license.

Your application will be scheduled for the **April 15<sup>th</sup>, 2025** board meeting for Alcoholic Beverage Control Board consideration. The address and call-in number for the meeting will be posted on our home page. The board will not grant or deny your application at the meeting unless your local government waives its right to protest per AS 04.11.480(a).

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

**Dear Local Government:**

We have received completed renewal applications for the above listed licenses within your jurisdiction. This is the notice required under AS 04.11.480. A local governing body may protest the issuance, renewal, relocation, or transfer to another person of a license with one or more endorsement, or issuance of an endorsement by sending the director and the applicant a protest and the reasons for the protest in a clear and concise statement within 60 days of the date of the notice of filing of the application. A protest received after the 60-day period may not be accepted by the board, and no event may a protest cause the board to reconsider an approved renewal, relocation, or transfer.

To protest any application(s) referenced above, please submit your written protest for each within 60 days to AMCO and provide proof of service upon the applicant and proof that the applicant has had reasonable opportunity to defend the application before the meeting of the local governing body.

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

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

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This letter serves to provide written notice to the above referenced entities regarding the above application, as required under AS 04.11.310(b) and AS 04.11.525.

Please contact the local governing body with jurisdiction over the proposed premises for information regarding review of this application. Comments or objections you may have about the application should first be presented to the local governing body.

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

Sincerely,  
Kyle Helie, Licensing Examiner II  
For  
Kevin Richard, Director



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,  
and Economic Development

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

February 19, 2025

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

Licensee: **Alaska Red Dog Saloon LLC**

DBA: Red Dog Saloon

VIA email: [forstalaska@gmail.com](mailto:forstalaska@gmail.com)

CC: None

Local Government 1: Juneau City and Borough

Local Government 2:

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

Re: Beverage Dispensary License #2766 Combined 2025-2026 Renewal Notice

<b>License Number:</b>	#2766
<b>License Type:</b>	Beverage Dispensary License
<b>Licensee:</b>	Alaska Red Dog Saloon LLC
<b>Doing Business As:</b>	Red Dog Saloon
<b>Physical Address:</b>	278 S Franklin St Juneau, AK 99801
<b>Designated Licensee:</b>	Alaska Red Dog Saloon LLC
<b>Phone Number:</b>	(907) 463-3658; (907) 723-1275
<b>Email Address:</b>	<a href="mailto:forstalaska@gmail.com">forstalaska@gmail.com</a>

☒ License Renewal Application

☐ Endorsement Renewal Application

**Dear Licensee:**

Our staff has reviewed your application after receiving your application and required fees. Your renewal documents appear to be in order, and I have determined that your application is complete for purposes of AS 04.11.510, and AS 04.11.520.

Your application is now considered complete and will be sent electronically to the local governing body(ies), your community council if your proposed premises is in Anchorage or certain locations in the Matanuska-Susitna Borough, and to any non-profit agencies who have requested notification of applications. The local governing body(ies) will have 60 days to protest the renewal of your license.

Your application will be scheduled for the **April 15<sup>th</sup>, 2025** board meeting for Alcoholic Beverage Control Board consideration. The address and call-in number for the meeting will be posted on our home page. The board will not grant or deny your application at the meeting unless your local government waives its right to protest per AS 04.11.480(a).

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

**Dear Local Government:**

We have received completed renewal applications for the above listed licenses within your jurisdiction. This is the notice required under AS 04.11.480. A local governing body may protest the issuance, renewal, relocation, or transfer to another person of a license with one or more endorsement, or issuance of an endorsement by sending the director and the applicant a protest and the reasons for the protest in a clear and concise statement within 60 days of the date of the notice of filing of the application. A protest received after the 60-day period may not be accepted by the board, and no event may a protest cause the board to reconsider an approved renewal, relocation, or transfer.

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

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

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This letter serves to provide written notice to the above referenced entities regarding the above application, as required under AS 04.11.310(b) and AS 04.11.525.

Please contact the local governing body with jurisdiction over the proposed premises for information regarding review of this application. Comments or objections you may have about the application should first be presented to the local governing body.

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

Sincerely,  
Kyle Helie, Licensing Examiner II  
For  
Kevin Richard, Director



THE STATE  
of ALASKA  
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,  
and Economic Development

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

February 25, 2025

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

Licensee: DeHarts Grocery  
DBA: Statter Harbor Food And Fuel, LLC  
VIA email: [tyler@myersgroupllc.com](mailto:tyler@myersgroupllc.com); [dave@myersgroupllc.com](mailto:dave@myersgroupllc.com)  
CC: None  
Local Government 1: City and Borough of Juneau  
Via Email: [di.cathcart@juneau.gov](mailto:di.cathcart@juneau.gov); [city.clerk@juneau.gov](mailto:city.clerk@juneau.gov)

Community Council: n/a  
Via Email: n/a

Re: Package Store License #300 Combined Renewal Notice for 2025-2026 Renewal Cycle

License Number:	#300
License Type:	Package Store
Licensee:	DeHarts Grocery
Doing Business As:	Statter Harbor Food And Fuel, LLC
Physical Address:	11735 Glacier Hwy Juneau, AK 99801
Designated Licensee:	Statter Harbor Food And Fuel, LLC
Phone Number:	360-321-5690; 360-321-5776; 206-335-2287
Email Address:	<a href="mailto:tyler@myersgroupllc.com">tyler@myersgroupllc.com</a> ; <a href="mailto:dave@myersgroupllc.com">dave@myersgroupllc.com</a>

☒ License Renewal Application      ☐ Endorsement Renewal Application

**Dear Licensee:**

Our staff has reviewed your application after receiving your application and the required fees. Your renewal documents appear to be in order, and I have determined that your application is complete for purposes of AS 04.11.510, and AS 04.11.520.

Your application is now considered complete and will be sent electronically to the local governing body(ies), your community council if your proposed premises are in Anchorage or certain locations in the Matanuska-Susitna Borough, and to any non-profit agencies who have requested notification of applications. The local governing body(ies) will have 60 days to protest the renewal of your license.



Your application will be scheduled for the **April 15<sup>th</sup>, 2025** board meeting for Alcoholic Beverage Control Board consideration. The address and call-in number for the meeting will be posted on our home page. The board will not grant or deny your application at the meeting unless your local government waives its right to protest per AS 04.11.480(a).

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

**Dear Local Government:**

We have received completed renewal applications for the above-listed licenses within your jurisdiction. This is the notice required under AS 04.11.480. A local governing body may protest the issuance, renewal, relocation, or transfer to another person of a license with one or more endorsements, or issuance of an endorsement by sending the director and the applicant a protest and the reasons for the protest in a clear and concise statement within 60 days of the date of the notice of filing of the application. A protest received after the 60-day period may not be accepted by the board, and no event may a protest cause the board to reconsider an approved renewal, relocation, or transfer.

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

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

We have received a completed renewal application for the above-listed license (see attached application documents) within your jurisdiction. This letter serves to provide written notice to the above-referenced entities regarding the above application, as required under AS 04.11.310(b) and AS 04.11.525.

Please contact the local governing body with jurisdiction over the proposed premises for information regarding the review of this application. Comments or objections you may have about the application should first be presented to the local governing body.

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

Sincerely,  
Alysha Pacarro, Licensing Examiner II  
For  
Kevin Richard, Director

Presented by: The Manager  
Presented: 3/3/2025  
Drafted by: Law Department

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

**Serial No. 2025-22(b)**

**An Ordinance Authorizing the Manager to Negotiate and Execute a  
Tidelands Lease for the Purpose of Waterfront Commercial Activities.**

WHEREAS, in August 2022 Huna Totem Corporation (HTC) acquired the upland parcel at the Subport from Norwegian Cruise Line Holdings; and

WHEREAS, in September 2022, Aak’w Landing LLC (“Aak’w”), a wholly owned subsidiary of HTC, applied to lease tidelands owned by the City and Borough of Juneau for the purpose of building a cruise ship dock; and

WHEREAS, the City and Borough of Juneau (CBJ) owns submerged lands in excess of 50 acres in ATS 3 including a four-hundred-foot swath seaward of the Coast Guard Dock and Subport; and

WHEREAS, in order to construct the Aak’w dock, Aak’w will need to acquire an interest in certain lands and tidelands, which includes the CBJ swath of tidelands and approximately 8 acres of unsurveyed tidelands currently owned by the State of Alaska, Department of Natural Resources (ADNR); and

WHEREAS, the City and Borough of Juneau has applied to the ADNR to have lands owned by the State conveyed for the purposes of this lease; and

WHEREAS, CBJC 53.20.020 authorizes the lease of lands owned by the City and Borough, including tidelands and submerged lands, by ordinance under such procedures and minimum terms and conditions as set forth in the ordinance; and

1 WHEREAS, maintaining year-round businesses and activities on the site is a shared  
2 priority of the CBJ and Aak’w; and

3 WHEREAS, shore power is a community priority throughout the port and it is the  
4 shared intention of the CBJ and Aak’w to electrify cruise ship docks to the degree that it’s  
5 feasible to do so; and

6 WHEREAS, the Assembly fully supports the use of project labor agreements (PLAs) and  
7 their use in city project, the Assembly encourages Huna Totem to work closely with local  
8 construction companies and utilize our union hiring halls and apprenticeship programs; and

9 WHEREAS, the CBJ and Aak’w have a shared interest in honoring community priorities  
10 including all negotiated agreements between the CBJ and the cruise industry.

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

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

13 **Section 2. Authorization to Lease.** The Manager is authorized to negotiate and  
14 execute a lease of tidelands as generally depicted on Exhibit A, subject to the following  
15 minimum essential terms and conditions:

- 16 (A) This lease signing is conditioned upon the conveyance of State tidelands south  
17 of the Subport to the City and Borough of Juneau from ADNRR;
- 18 (B) This lease is conditioned upon an appraisal providing legal boundaries and fair  
19 market value as required by CBJC 53.20.040 and 05 CBJAC 50.050;
- 20 (C) The leased property shall be used by Aak’w for waterfront commercial activities  
21 consistent with the application submitted to the Community Development  
22 Department January 25, 2023, Attachment 1;
- 23 (D) Huna Totem/Aak’w Landing must provide the CBJ with written assurance from  
24 the US Coast Guard which demonstrates that the project will not impede  
25

- icebreaker docking in Juneau. Huna Totem can start work with the understanding any work undertaken is at their own risk.
- (E) The Assembly prioritizes the collaborative scheduling of cruise ships in our community, to ensure that all parties adhere to the five-ship limit as well as the agreed upon passenger limits. Huna Totem will participate in an annual scheduling meeting for their dock.
- (F) The dock may only accommodate vessels with no more than 4400 passengers lower berth capacity.
- (G) The seawalk must remain unobstructed by commercial activities, except for special events or activities.
- (H) No rental car facilities, including Turo or other peer-to-peer car rental marketplace services, will be authorized for operation at Aak’w Landing. The applicant will provide a circulator pick up and drop off area for licensed commercial passenger vehicles.
- (I) Huna Totem will be permitted to begin building on city tidelands, with the understanding that any work undertaken is at their own risk, while the parties wait for a decision from the state. Once the state tidelands are conveyed, the City Manager will negotiate an amendment which encompasses the state tideland area.
- (J) The lease shall be for a maximum term of 35 years (CBJC 53.20.080) effective upon signing of the lease by CBJ; the parties, upon mutual agreement and by ordinance, may execute one additional lease for a maximum term of 35 years;
- (K) The annual lease rent for the first five-year period of the term shall be not less than fair market value plus sales tax. The annual rent due is divided into

1 twelve equal installments due at the beginning of each month. Rent shall accrue  
2 on the effective date of this lease. The Manager or designee shall review and  
3 adjust the annual rental payment every fifth year of the lease in accordance  
4 with CBJC 53.20.190(d) and CBJC 85.02.060(a)(5);

5 (L) Aak’w shall be responsible for obtaining all necessary permits and approvals for  
6 its use and development of the leased property;

7 (M) Aak’w shall indemnify, defend, and hold harmless the City and Borough and its  
8 officers and employees for any claims related to or arising out of the Aak’w’s  
9 use, operation, or maintenance of the leased property, equipment, and  
10 improvements, or any further development of the leased property or  
11 improvements by the Aak’w; and

12 (N) The lease shall include all provisions of the standard CBJ land lease form not in  
13 conflict with ordinance, any other provisions that the Manager determines to be  
14 in the public interest, and all conditions and parameters outlined in Conditional  
15 Use Permit, USE2023 0003, approved by the Planning Commission July 20,  
16 2023, Attachment 2.

17 (O) If Lessee violates any term or condition of the lease, including those detailed  
18 in the conditional use permit, the City may subject Lessee to enforcement  
19 action under CBJ 49.10.600-660 and impose a per violation, per day penalty.

20 (P) Additional Conditions:

21 a. The dock may be used in case of emergency outside the specified CUP  
22 terms;  
23  
24  
25

b. The dock may only accommodate lightering from a cruise ship at anchor in the case of an emergency, no matter what size the ship is.

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

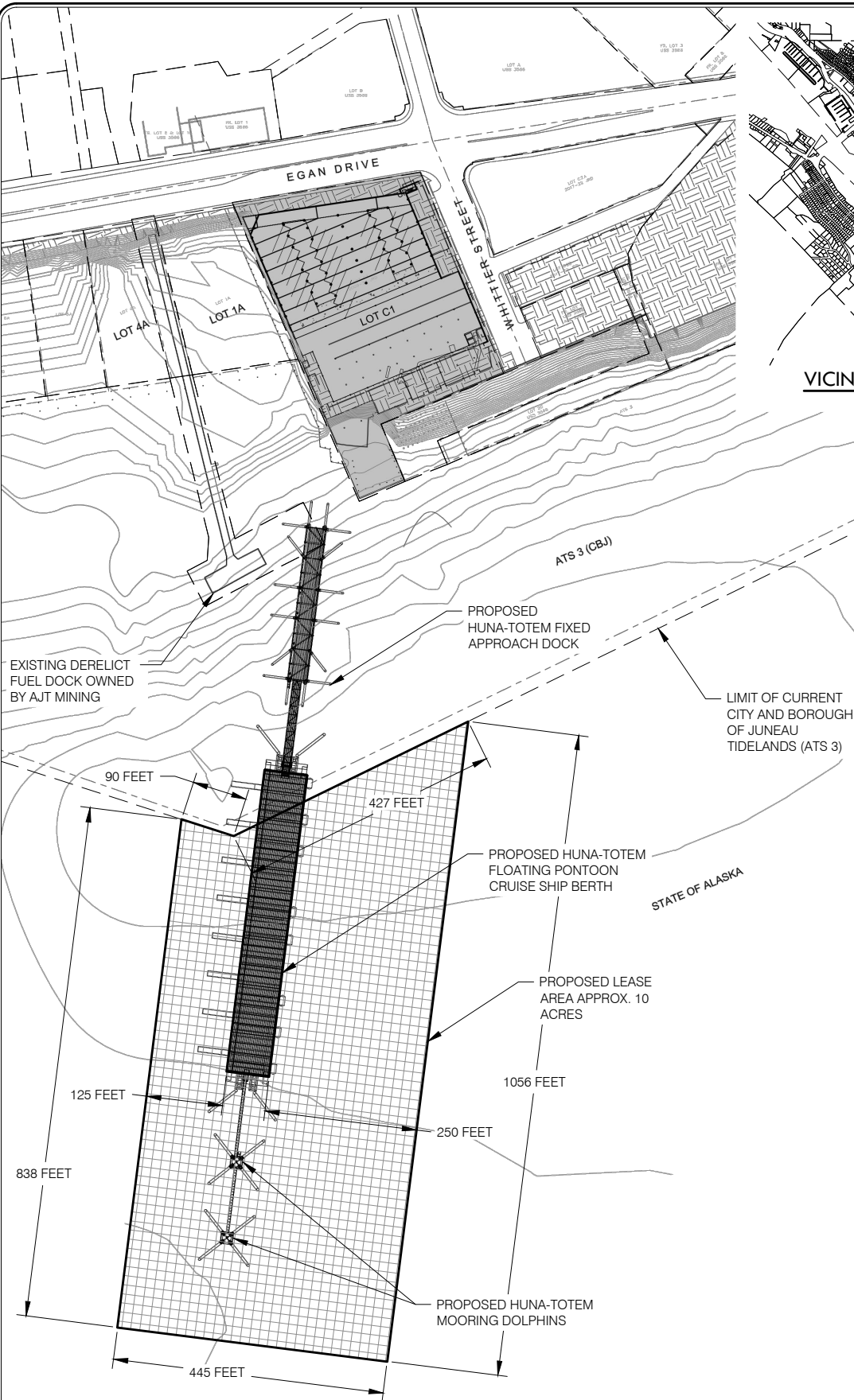
Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

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

Section N, Item 21.

VICINITY MAP - PORT OF JUNEAU



NOTE:  
THIS DOCUMENT COMPILED FROM  
CITY AND BOROUGH OF JUNEAU  
GIS PARCEL LAYER AND SITE PLAN  
SUBMITTED BY HUNA-TOTEM AS  
PART OF THEIR CONDITIONAL USE  
PERMIT APPLICATION.



CITY AND BOROUGH OF JUNEAU  
**DOCKS & HARBORS DEPT.**  
155 SOUTH SEWARD STREET  
JUNEAU, ALASKA 99801  
PHONE: 907-586-0398

## REQUESTED LEASE AREA

### HUNA-TOTEM DOCK TIDELANDS LEASE

DESIGN: MS	DATE: AUGUST 16, 2024
CHECKED: MS	CONTRACT NO.
APPROVED: CU	JOB NO. PAGE 1 OF 1

Original Application



## DEVELOPMENT PERMIT APPLICATION

NOTE: Development Permit Application forms must accompany all other Community Development Department land use applications. This form and all documents associated with it are public record once submitted.

To be completed by Applicant	<b>PROPERTY LOCATION</b>		
	Physical Address <b>0 Egan Drive</b>		
	Legal Description(s) (Subdivision, Survey, Block, Tract, Lot) <b>Juneau Subport Lot C1</b>		
	Parcel Number(s) <b>Parcel: 1C060-K01-0031 (C-1)</b>		
	<input type="checkbox"/> This property is located in the downtown historic district <input type="checkbox"/> This property is located in a mapped hazard area, if so, which <b>No</b>		
	<b>LANDOWNER/ LESSEE</b>		
	Property Owner <b>Huna Totem Corporation</b>	Contact Person <b>Fred Parady</b>	
	Mailing Address <b>9301 Glacier Highway, Suite 200, Juneau, AK 99801</b>	Phone Number(s) <b>907.789.8504 (office) 907.723.3903 (cell)</b>	
	E-mail Address <b>fparady@hunatotem.com</b>		
	<b>LANDOWNER/ LESSEE CONSENT</b>		
Required for Planning Permits, not needed on Building/ Engineering Permits. Consent is required of all landowners/ lessees. If submitted with the application, alternative written approval may be sufficient. Written approval must include the property location, landowner/ lessee's printed name, signature, and the applicant's name.			
I am (we are) the owner(s) or lessee(s) of the property subject to this application and I (we) consent as follows: A. This application for a land use or activity review for development on my (our) property is made with my complete understanding and permission. B. I (we) grant permission for the City and Borough of Juneau officials/employees to inspect my property as needed for purposes of this application.			
<b>Russell Dick</b> Landowner Landowner/Lessee (Printed Name) Title (e.g.: Landowner, Lessee) X  1/24/23 Landowner/Lessee (Signature) Date			
Landowner/Lessee (Printed Name) Title (e.g.: Landowner, Lessee) X _____ Landowner/Lessee (Signature) Date			
NOTICE: The City and Borough of Juneau staff may need access to the subject property during regular business hours. We will make every effort to contact you in advance, but may need to access the property in your absence and in accordance with the consent above. Also, members of the Planning Commission may visit the property before a scheduled public hearing date.			
<b>APPLICANT</b>			
If same as LANDOWNER, write "SAME"			
Applicant (Printed Name) <b>Same</b>		Contact Person <b>Same</b>	
Mailing Address <b>Same</b>		Phone Number(s) <b>Same</b>	
E-mail Address <b>Same</b>			
X  01.24.2023 Applicant's Signature Date of Application			

DEPARTMENT USE ONLY BELOW THIS LINE

## INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

For assistance filling out this form, contact the Permit Center at 586-0770.

Case Number <b>USE23-003</b>	Intake Initials 
	Date Received <b>1-25-23</b>



Original Application



ALLOWABLE/CONDITIONAL USE PERMIT APPLICATION

See reverse side for more information regarding the permitting process and the materials required for a complete application.

NOTE: Must be accompanied by a DEVELOPMENT PERMIT APPLICATION form.

To be completed by Applicant

PROJECT SUMMARY

The project proposed phased development of mixed use, including retail, community park, docking, and associated parking. Phase 1 includes a total of 24,800 square feet of retail, and approximately 60,000 square feet of City park area. Tourist season parking includes 124 stalls for buses and cars. In the off-season the parking area will be able to accommodate 117 cars. External lighting to be developed. The Aak'w Landing uplands project will be a concrete Bus Staging and vehicle Garage topped by a landscaped Park sloping up from Egan Drive. The project will include 34,000 sf of Retail spaces in the first phase with future phases adding 9,000 sf of additional Retail and 40,000 sf of facilities with a use yet to be determined. Total square footages are approximate at this initial design stage, but as shown on the Zoning and Parking Study, the target square footages are well below what would be allowed on the site by zoning or parking

TYPE OF ALLOWABLE OR CONDITIONAL USE PERMIT REQUESTED

- ☐ Accessory Apartment – Accessory Apartment Application (AAP)  
☒ Use Listed in 49.25.300 – Table of Permissible Uses (USE)  
Table of Permissible Uses Category: See attachment regarding Aak'w Landing Zoning and Parking

IS THIS A MODIFICATION or EXTENSION OF AN EXISTING APPROVAL? ☐ YES – Case # \_\_\_\_\_ ☒ NO

UTILITIES PROPOSED WATER: ☒ Public ☐ On Site SEWER: ☒ Public ☐ On Site

SITE AND BUILDING SPECIFICS

Total Area of Lot 125,377 square feet Total Area of Existing Structure(s) 0 square feet  
Total Area of Proposed Structure(s) Phase 1 150,000, future phase building square feet 1<sup>st</sup> PHASE 34,000 sf, per narrative

EXTERNAL LIGHTING

Existing to remain ☒ No ☐ Yes – Provide fixture information, cutoff sheets, and location of lighting fixtures  
Proposed ☐ No ☒ Yes – Provide fixture information, cutoff sheets, and location of lighting fixtures

ALL REQUIRED DOCUMENTS ATTACHED

- ☒ Narrative including:  
☒ Current use of land or building(s)  
☒ Description of project, project site, circulation, traffic etc.  
☒ Proposed use of land or building(s)  
☒ How the proposed use complies with the Comprehensive Plan

If this is a modification or extension include:

- ☐ Notice of Decision and case number  
☐ Justification for the modification or extension  
☐ Application submitted at least 30 days before expiration date

☒ Plans including:

- ☒ Site plan  
☒ Floor plan(s)  
☒ Elevation view of existing and proposed buildings  
☒ Proposed vegetative cover  
☒ Existing and proposed parking areas and proposed traffic circulation  
☒ Existing physical features of the site (e.g.: drainage, habitat, and hazard areas)

-----DEPARTMENT USE ONLY BELOW THIS LINE-----

ALLOWABLE/CONDITIONAL USE FEES				
	Fees	Check No.	Receipt	Date
Application Fees	\$ 4,000 <sup>00</sup>	ph 1 class IV		
Admin. of Guarantee	\$ _____			
Adjustment	\$ _____			
Pub. Not. Sign Fee	\$ 50 <sup>00</sup>			
Pub. Not. Sign Deposit	\$ 100 <sup>00</sup>			
Total Fee	\$ _____			

This form and all documents associated with it are public record once submitted.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

For assistance filling out this form, contact the Permit Center at 586-0770.

Case Number	Date Received
USE23-003	1-25-23

### Allowable/Conditional Use Permit Application Instructions

Allowable Use permits are outlined in CBJ 49.15.320, Conditional Use permits are outline in CBJ 49.15.330

**Pre-Application Conference:** A pre-application conference is required prior to submitting an application. There is no fee for a pre-application conference. The applicant will meet with City & Borough of Juneau and Agency staff to discuss the proposed development, the permit procedure, and to determine the application fees. To schedule a pre-application conference, please contact the Permit Center at 586-0770 or via e-mail at [permits@juneau.org](mailto:permits@juneau.org).

**Application:** An application for an Allowable/Conditional Use Permit will not be accepted by the Community Development Department until it is determined to be complete. The items needed for a complete application are:

1. **Forms:** Completed Allowable/Conditional Use Permit Application and Development Permit Application forms.
2. **Fees:** Fees generally range from \$350 to \$1,600. Any development, work, or use done without a permit issued will be subject to double fees. All fees are subject to change.
3. **Project Narrative:** A detailed narrative describing the project.
4. **Plans:** All plans are to be drawn to scale and clearly show the items listed below:
  - A. Site plan, floor plan and elevation views of existing and proposed structures
  - B. Existing and proposed parking areas, including dimensions of the spaces, aisle width and driveway entrances
  - C. Proposed traffic circulation within the site including access/egress points and traffic control devices
  - D. Existing and proposed lighting (including cut sheets for each type of lighting)
  - E. Existing and proposed vegetation with location, area, height and type of plantings
  - F. Existing physical features of the site (i.e. drainage, eagle trees, hazard areas, salmon streams, wetlands, etc.)

**Document Format:** All materials submitted as part of an application shall be submitted in either of the following formats:

1. Electronic copies in the following formats: .doc, .txt, .xls, .bmp, .pdf, .jpg, .gif, .xlm, .rtf (other formats may be preapproved by the Community Development Department).
2. Paper copies 11" X 17" or smaller (larger paper size may be preapproved by the Community Development Department).

**Application Review & Hearing Procedure:** Once the application is determined to be complete, the Community Development Department will initiate the review and scheduling of the application. This process includes:

**Review:** As part of the review process the Community Development Department will evaluate the application for consistency with all applicable City & Borough of Juneau codes and adopted plans. Depending on unique characteristics of the permit request the application may be required to be reviewed by other municipal boards and committees. During this review period, the Community Development Department also sends all applications out for a 15-day agency review period. Review comments may require the applicant to provide additional information, clarification, or submit modifications/alterations for the proposed project.

**Hearing:** All Allowable/Conditional Use Permit Applications must be reviewed by the Planning Commission for vote. Once an application has been deemed complete and has been reviewed by all applicable parties the Community Development Department will schedule the requested permit for the next appropriate meeting.

**Public Notice Responsibilities:** Allowable/Conditional Use requests must be given proper public notice as outlined in CBJ 49.15.230:

**The Community Development Department** will give notice of the pending Planning Commission meeting and its agenda in the local newspaper a minimum of 10-days prior to the meeting. Furthermore, CDD will mail notices to all property owners within 500-feet of the project site.

**The Applicant** will post a sign on the site at least 14 days prior to the meeting. The sign shall be visible from a public right-of-way or where determined appropriate by CDD. Signs may be produced by the Community Development Department for a preparation fee of \$50, and a \$100 deposit that will be refunded in full if the sign is returned within seven days of the scheduled hearing date. If the sign is returned between eight and 14 days of the scheduled hearing \$50 may be refunded. The Applicant may make and erect their own sign. Please contact the Community Development Department for more information.

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### INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED



# Huna Totem Corporation

WOOSH-JEE-EEN • PULLING TOGETHER

May 18, 2023

Revised Materials

Ms. Irene Gallion  
Senior Planner  
Community Development Division  
City and Borough of Juneau  
4th Floor – Marine View Center  
230 South Franklin Street  
Juneau, Alaska 99801

Dear Ms. Gallion:

As we discussed yesterday, enclosed please find the updated materials we are submitting for our Conditional Use Permit Application USE23-003 for our project Aak'w Landing project. The updated materials combine reflect the original submittal for the uplands portion of the project with the requested inclusion of the tidelands portion. Included are the following:

1. The original Development Permit Application
2. An email attachment from the additional landowner for the relevant tidelands of the State of Alaska.
3. The original Conditional Use Permit Application showing the case number.
4. An updated project summary description.
5. Two drawings of the planned dock alignment.
6. An updated Architectural Narrative dated 5.17.23.
7. An updated Zoning and Parking Study also dated 5.17.23, which updates the Site and Building Specifics numbers to reflect
8. The completed Traffic Impact Analysis.

All other attachments in the original remain as submitted. We hope to complete review in a timely manner in order to make the agenda for the Planning Commission shown on the calendar for Tuesday, July 11, 2023.

Thank you for your time in reviewing these materials and your insight into the process. We look forward to moving into the next steps necessary to advance the Aak'w Landing project.

Cordially,





Fred Parady  
Chief Operating Officer





# DEVELOPMENT PERMIT APPLICATION

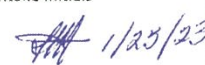
NOTE: Development Permit Application forms must accompany all other Community Development Department land use applications. This form and all documents associated with it are public record once submitted.

To be completed by Applicant	<b>PROPERTY LOCATION</b>									
	Physical Address <b>0 Egan Drive</b>									
	Legal Description(s) (Subdivision, Survey, Block, Tract, Lot) <b>Juneau Subport Lot C1</b>									
	Parcel Number(s) <b>Parcel: 1C060-K01-0031 (C-1)</b>									
	<input type="checkbox"/> This property is located in the downtown historic district <input type="checkbox"/> This property is located in a mapped hazard area, if so, which <b>No</b>									
	<b>LANDOWNER/ LESSEE</b>									
	Property Owner <b>Huna Totem Corporation</b>	Contact Person <b>Fred Parady</b>								
	Mailing Address <b>9301 Glacier Highway, Suite 200, Juneau, AK 99801</b>	Phone Number(s) <b>907.789.8504 (office) 907.723.3903 (cell)</b>								
	E-mail Address <b>fparady@hunatotem.com</b>									
	<b>LANDOWNER/ LESSEE CONSENT</b> Required for Planning Permits, not needed on Building/ Engineering Permits. Consent is required of all landowners/ lessees. If submitted with the application, alternative written approval may be sufficient. Written approval must include the property location, landowner/ lessee's printed name, signature, and the applicant's name.  I am (we are) the owner(s) or lessee(s) of the property subject to this application and I (we) consent as follows: A. This application for a land use or activity review for development on my (our) property is made with my complete understanding and permission. B. I (we) grant permission for the City and Borough of Juneau officials/employees to inspect my property as needed for purposes of this application.  <table><tr><td><b>Russell Dick</b> Landowner/Lessee (Printed Name)</td><td><b>Landowner</b> Title (e.g.: Landowner, Lessee)</td></tr><tr><td>X  Landowner/Lessee (Signature)</td><td><b>1/24/23</b> Date</td></tr><tr><td>_____ Landowner/Lessee (Printed Name)</td><td>_____ Title (e.g.: Landowner, Lessee)</td></tr><tr><td>X _____ Landowner/Lessee (Signature)</td><td>_____ Date</td></tr></table> NOTICE: The City and Borough of Juneau staff may need access to the subject property during regular business hours. We will make every effort to contact you in advance, but may need to access the property in your absence and in accordance with the consent above. Also, members of the Planning Commission may visit the property before a scheduled public hearing date.			<b>Russell Dick</b> Landowner/Lessee (Printed Name)	<b>Landowner</b> Title (e.g.: Landowner, Lessee)	X  Landowner/Lessee (Signature)	<b>1/24/23</b> Date	_____ Landowner/Lessee (Printed Name)	_____ Title (e.g.: Landowner, Lessee)	X _____ Landowner/Lessee (Signature)
<b>Russell Dick</b> Landowner/Lessee (Printed Name)	<b>Landowner</b> Title (e.g.: Landowner, Lessee)									
X  Landowner/Lessee (Signature)	<b>1/24/23</b> Date									
_____ Landowner/Lessee (Printed Name)	_____ Title (e.g.: Landowner, Lessee)									
X _____ Landowner/Lessee (Signature)	_____ Date									
<b>APPLICANT</b> If same as LANDOWNER, write "SAME"										
Applicant (Printed Name) <b>Same</b>		Contact Person <b>Same</b>								
Mailing Address <b>Same</b>		Phone Number(s) <b>Same</b>								
E-mail Address <b>Same</b>										
X  Applicant's Signature		<b>01.24.2023</b> Date of Application								

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

For assistance filling out this form, contact the Permit Center at 586-0770.

I:\FORMS\PLANFORM\DP\_A\_Final Draft.docx

Intake Initials 	
Case Number <b>USE23-003</b>	Date Received <b>1-25-23</b>

Updated 6/2022 - Page 1 of 1

AK DNR Acknowledgement

Fred Parady

**From:** Hillgartner, Megan G (DNR) <megan.hillgartner@alaska.gov>  
**Sent:** Friday, April 21, 2023 3:14 PM  
**To:** Fred Parady  
**Subject:** RE: Aak'w Landing Tidelands  
**Attachments:** Aak'w Landing Concept Plans 2022.11.22.pdf; 2023 04 17 HTC CBJ Tidelands DEVELOPMENT PERMIT APPLICATION.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi Fred,

Just gave you a call back but appears I've missed you, so figured I'd follow up via email.

As we discussed on the phone last week, it seems premature for DNR to sign the CBJ Development Permit Application (attached) as we have not seen or reviewed any application requesting use of state land for this proposal. The preliminary drawings you sent on April 17<sup>th</sup> were helpful in determining the location of the proposed tideland lease we discussed over the phone, however, I cannot sign any document granting "complete understanding and permission" for an activity until we've received, reviewed, adjudicated, and approved a complete tideland lease application from the entity requesting the use of state tidelands (whether that be CBJ or Huna Totem Corporation – as it is still unclear who is requesting this use).

The CBJ Development Permit Application does, however, note that alternative written approval may be accepted. I would like to offer this email as a proof that we have received the tentative drawings ("Aak'w Landing Concept Plans 2022.11.22") and have confirmed that this proposal, as indicated on PDF page 6, involves use of state-owned, DMLW-managed submerged lands. Placement of permanent infrastructure and long-term, commercial use of state-managed lands requires written authorization from DNR -DMLW. We look forward to receiving and reviewing your tideland lease application for this requested activity.

I hope this email will sufficiently address your needs to move forward with the City in obtaining your preliminary approvals for this project. Please feel free to give me a call if you have any questions.

Thank you,

**Megan G. Hillgartner**  
Southeast Regional Manager  
Department of Natural Resources  
Division of Mining, Land and Water  
P: (907) 465-3406

**From:** Fred Parady <FParady@hunatotem.com>  
**Sent:** Monday, April 17, 2023 11:27 AM  
**To:** Hillgartner, Megan G (DNR) <megan.hillgartner@alaska.gov>  
**Subject:** Aak'w Landing Tidelands

**CAUTION:** This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.



# DEVELOPMENT PERMIT APPLICATION

**NOTE: Development Permit Application forms must accompany all other Community Development Department land use applications. This form and all documents associated with it are public record once submitted.**

To be completed by Applicant	<b>PROPERTY LOCATION</b>		
	Physical Address <b>O Egan Drive</b>		
	Legal Description(s) (Subdivision, Survey, Block, Tract, Lot) <b>Juneau Subport Lot C1 Tidelands</b>		
	Parcel Number(s) <b>n/a</b>		
	<input type="checkbox"/> This property is located in the downtown historic district		
	<input type="checkbox"/> This property is located in a mapped hazard area, if so, which <b>No</b>		
	<b>LANDOWNER/ LESSEE</b>		
	Property Owner <b>Huna Totem Corporation</b>		Contact Person <b>Fred Parady</b>
	Mailing Address <b>9301 Glacier Highway, Suite 200, Juneau 99801</b>		Phone Number(s) <b>907.789.8504</b>
	E-mail Address <b>fparady</b>		<b>907.723.3903</b>
<b>LANDOWNER/ LESSEE CONSENT</b>			
Required for Planning Permits, not needed on Building/ Engineering Permits.			
Consent is required of all landowners/ lessees. If submitted with the application, alternative written approval may be sufficient. Written approval must include the property location, landowner/ lessee's printed name, signature, and the applicant's name.			
I am (we are) the owner(s) or lessee(s) of the property subject to this application and I (we) consent as follows:			
A. This application for a land use or activity review for development on my (our) property is made with my complete understanding and permission.			
B. I (we) grant permission for the City and Borough of Juneau officials/employees to inspect my property as needed for purposes of this application.			
<b>Dan Bleidorn</b> <b>CBJ Lands Manager</b>			
Landowner/Lessee (Printed Name) Title (e.g.: Landowner, Lessee)			
X <u><i>Daniel Bleidorn</i></u> <u>05/26/2023</u>			
Landowner/Lessee (Signature) Date			
Landowner/Lessee (Printed Name) Title (e.g.: Landowner, Lessee)			
X _____ Date			
Landowner/Lessee (Signature) Date			
NOTICE: The City and Borough of Juneau staff may need access to the subject property during regular business hours. We will make every effort to contact you in advance, but may need to access the property in your absence and in accordance with the consent above. Also, members of the Planning Commission may visit the property before a scheduled public hearing date.			
<b>APPLICANT</b> If same as LANDOWNER, write "SAME"			
Applicant (Printed Name) <b>Huna Totem Application</b>		Contact Person <b>Fred Parady</b>	
Mailing Address <b>Same</b>		Phone Number(s) <b>907.789.8504</b>	
E-mail Address <b>Same</b>		<b>907.723.3903</b>	
X <u><i>[Signature]</i></u> <u>5.26.2023</u>		Date of Application	
Applicant's Signature			

**INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED**

For assistance filling out this form, contact the Permit Center at 586-0770.

Intake Initials	
Case Number	Date Received





# ALLOWABLE/CONDITIONAL USE PERMIT APPLICATION

See reverse side for more information regarding the permitting process and the materials required for a complete application.

NOTE: Must be accompanied by a DEVELOPMENT PERMIT APPLICATION form.

To be completed by Applicant

**PROJECT SUMMARY**  
The project proposed phased development of mixed use, including retail, community park, docking, and associated parking. Phase 1 includes a total of 24,600 square feet of retail, and approximately 60,000 square feet of City park area. Tourist season parking includes 124 stalls for buses and cars. In the off-season the parking area will be able to accommodate 117 cars.  
External lighting to be developed.  
The Aak'w Landing solunda project will be a concrete Bus Staging and vehicle Garage topped by a landscaped Park sloping up from Egan Drive. The project will include 34,000 sf of Retail spaces in the first phase with future phases adding 9,000 sf of additional Retail and 40,000 sf of facilities with a use yet to be determined. Total square footages are approximate at this initial design stage, but as shown on the Zoning and Parking Study, the target square footages are well below what would be allowed on the site by zoning or parking.

**TYPE OF ALLOWABLE OR CONDITIONAL USE PERMIT REQUESTED**  
☐ Accessory Apartment – Accessory Apartment Application (AAP)  
☒ Use Listed in 49.25.300 – Table of Permissible Uses (USE)  
Table of Permissible Uses Category: See attachment regarding Aak'w Landing Zoning and Parking

**IS THIS A MODIFICATION or EXTENSION OF AN EXISTING APPROVAL?** ☐ YES – Case # \_\_\_\_\_ ☒ NO

**UTILITIES PROPOSED**      **WATER:** ☒ Public ☐ On Site      **SEWER:** ☒ Public ☐ On Site

**SITE AND BUILDING SPECIFICS**  
Total Area of Lot 125,377 square feet      Total Area of Existing Structure(s) 0 square feet  
Total Area of Proposed Structure(s) Phase 1 150,000, future phase build-out square feet 1st PHASE 34,000 sf, per narrative **All Phases**

**EXTERNAL LIGHTING**  
Existing to remain ☒ No ☐ Yes – Provide fixture information, cutoff sheets, and location of lighting fixtures  
Proposed ☐ No ☒ Yes – Provide fixture information, cutoff sheets, and location of lighting fixtures

**ALL REQUIRED DOCUMENTS ATTACHED**  
☒ **Narrative including:**  
☒ Current use of land or building(s)  
☒ Description of project, project site, circulation, traffic etc.  
☒ Proposed use of land or building(s)  
☒ How the proposed use complies with the Comprehensive Plan  
☒ **Plans including:**  
☒ Site plan  
☒ Floor plan(s)  
☒ Elevation view of existing and proposed buildings  
☒ Proposed vegetative cover  
☒ Existing and proposed parking areas and proposed traffic circulation  
☒ Existing physical features of the site (e.g.: drainage, habitat, and hazard areas)  
  
*If this is a modification or extension include:*  
☐ Notice of Decision and case number  
☐ Justification for the modification or extension  
☐ Application submitted at least 30 days before expiration date

-----DEPARTMENT USE ONLY BELOW THIS LINE-----

ALLOWABLE/CONDITIONAL USE FEES				
	Fees	Check No.	Receipt	Date
Application Fees	\$ <u>1,000<sup>00</sup></u>	<u>ph I class IV</u>		
Admin. of Guarantee	\$ _____			
Adjustment	\$ _____			
Pub. Not. Sign Fee	\$ <u>50<sup>00</sup></u>			
Pub. Not. Sign Deposit	\$ <u>100<sup>00</sup></u>			
Total Fee	\$ _____			

This form and all documents associated with it are public record once submitted.

## INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

For assistance filling out this form, contact the Permit Center at 586-0770.

Case Number	Date Received
<u>USE23-003</u>	<u>1-25-23</u>



(907) 586-0715  
CDD\_Admin@juneau.org  
www.juneau.org/community-development  
155 S. Seward Street • Juneau, AK 99801

## Huna Totem Dock

Case Number: PAC2022 0047  
Applicant: Huna Totem Corporation, Fred Parady  
Property Owner: Aak W Landing LLC  
Property Address: Egan Dr.  
Parcel Code Number: 1C060K010031  
Site Size: 125,406 SF/2.8789 Acres  
Zoning: MU2 Mixed Use 2 (Willoughby)  
Existing Land Use: Seasonal restaurant/Construction trailer

Conference Date: October 26, 2022  
Report Issued: November 2, 2022

**DISCLAIMER:** Pre-application conferences are conducted for purposes of providing applicants with a preliminary review of a project and timeline. Pre-application conferences are not based on a complete application, and are not a guarantee of final project approval.

## List of Attendees

Note: Copies of the Pre-Application Conference Report will be emailed, instead of mailed, to participants who have provided their email address below.

Name	Title	Email address
Fred Parady	Huna Totem, COO	<a href="mailto:FParady@hunatotem.com">FParady@hunatotem.com</a>
Russell Dick	Huna Totem, President/CEO	<a href="mailto:Russell.Dick@hunatotem.com">Russell.Dick@hunatotem.com</a>
Mickey Richardson	Huna Totem, Dir of Marketing	<a href="mailto:Mickey@hunatotem.com">Mickey@hunatotem.com</a>
Wayne Jensen	JYW Architects, President	<a href="mailto:Wayne@jensenyorbawall.com">Wayne@jensenyorbawall.com</a>
Corey Wall	JYW Architects, Vice President	<a href="mailto:Corey@jensenyorbawall.com">Corey@jensenyorbawall.com</a>
Irene Gallion	Planning	<a href="mailto:Irene.Gallion@juneau.org">Irene.Gallion@juneau.org</a>
Emily Suarez		<a href="mailto:Emily.Suarez@juneau.org">Emily.Suarez@juneau.org</a>
David Peterson		<a href="mailto:David.Peterson@juneau.org">David.Peterson@juneau.org</a>



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Sydney Hawkins	Permit Tech II	<a href="mailto:Sydney.Hawkins@juneau.org">Sydney.Hawkins@juneau.org</a>
Jill Maclean	CBJ CDD Director	<a href="mailto:Jill.Maclean@juneau.org">Jill.Maclean@juneau.org</a>
Alex Pierce	CBJ Tourism Manager	<a href="mailto:Alexandra.Pierce@juneau.org">Alexandra.Pierce@juneau.org</a>
Dan Bleidorn	CBJ Lands Manager	<a href="mailto:Dan.Bleidorn@juneau.org">Dan.Bleidorn@juneau.org</a>

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## Conference Summary

**Questions/issues/agreements identified at the conference that weren't identified in the attached reports.**

The following is a list of issues, comments and proposed actions, and requested technical submittal items that were discussed at the pre-application conference.

Flood plain development: FEMA mapping shows the flood plain area ending at the beach. Elements of the proposal closer to Egan Drive are below the 27 foot special flood hazard area elevation, but are outside of the mapped area. The Director has determined that flood proofing will not be required for development outside of the mapped area.

Lot coverage: See #7 below.

Construction across lot lines: A reminder that CDD cannot permit construction that crosses lot lines (CBJ 49.25.430).

Tidewater Lot Line setbacks: According to CBJ 49.25.430(4)(G): In any zoning district, yard setbacks are not required from tidewater lot lines. Reference #3 below.

Seawalk requirements: See the attached Ordinance 2005-29(am). Property owners within the area of the Long Range Waterfront Plan shall dedicate all easements necessary for construction of a seawalk 16 feet in width.

## Project Overview

The project proposed phased development of mixed use, including retail, community park, docking, and associated parking.

Phase 1 includes a total of 24,800 square feet of retail, and approximately 60,000 square feet of City park area. Tourist season parking includes 124 stalls for buses and cars. In the off-season the parking area will be able to accommodate 180 cars.

Materials provided by the applicant include:

- Existing Site Plan
- Seawalk (Grade) Level and Site Plan (with bus parking).
- Seawalk (Grade) Level and Site Plan (with off-season parking).
- Upper Plaza Level Phase 1.
- Upper Plaza Level Future Phases.
- Site Section.
- Zoning and parking study.
- Architectural Narrative for CBJ Pre-Application Conference.

The Applicant is working through early development stages. There are two meetings on November 7, 2022:

- Assembly Lands, Resources and Economic Development: The lease of the tidelands will be discussed in light of 53.09.260. Coast Guard land ownership and seawalk requirements will be discussed. Focus is on the specifics of the lease.
- Assembly Committee of the Whole: Huna Totem will be presenting development ideas and concepts to the Assembly. Focus will be on the vision for the community.

Coast Guard land ownership negotiations may result in modifications to the

The project will require a conditional use permit (CUP), because of public interest will be require a public meeting before the application goes to the Planning Commission.

### Planning Division

1. **Zoning** – MU2, Town Center Parking area
2. **Subdivision** – Not applicable.
3. **Setbacks** –
  - a. Minimum front yard setback: 5 feet
  - b. Minimum street side yard setback: 5 feet
  - c. Minimum rear yard setback: 5 feet
  - d. Minimum side yard setback: 5 feet
  - e. 49.25.430 (4)(G) - Yard setbacks. Tidewater lot line setback is zero (0)
4. **Height** – Maximum height permissible use: 45 feet
5. **Access** – Primary access is from Whittier Street. At this time the Applicant is unsure if access off Egan Drive will be required. Egan Drive is an Arterial. If access off Egan Drive is proposed, a driveway permit will be required from The Alaska Department of Transportation and Public Facilities.

**Contact:** Michael K. Schuler

Email: michael.schuler@alaska.gov

Phone: 465-4499

6. **Parking & Circulation**– Parking per submitted materials. Note that the parking shown on Whittier is illustrative, and is not considered in parking calculations provided by the Applicant. CBJ does not permit back-out parking for commercial operations (CBJ 49.40.235(b)(6))

The Applicant does not anticipate pursuing a waiver for parking at this time. If pursued, a waiver application should be made at the same time as the Conditional Use Permit application.

7. **Lot Coverage** – Maximum lot coverage is 80%. CDD’s interpretation is that the park area on top of the garage is not lot coverage.

The definition of “lot coverage” means the percentage of horizontal lot area that is occupied by all buildings on the lot, each measured at the outside of those exterior walls of the floor having the greatest horizontal dimensions. The garage creates horizontal lot area by providing park space on the roof.

Phase 1 proposal current lot coverage is 8%.

8. **Vegetative Coverage** – Per CBJ 49.50.300 - Minimum vegetative cover is 5%. (Met)
9. **Lighting** – Proposed lighting will need to be downward cast full cut off. Lighting conditions established by the commission. Verified during building permit process.
10. **Noise** – Anticipated noise from this project is not expected to be excessive for the zoning district.
11. **Flood** –



Elements of the proposed structure and improvements are in the VE flood zone with elevations of 23 to 26 feet. VE Zone is a Special Flood Hazard Area (SFHA) inundated by 1% annual chance flood; coastal floods with velocity hazards. New development that follows within the definitions stipulated in 49.80 shall obtain a floodplain development permit (FDP). Proposed structures will need to be design to meet the requirements of CBJ 49.70 Article IV, and 49.70.400(j) for additional provisions in zones VE and V.

- 12. Hazard/Mass Wasting/Avalanche/Hillside Endorsement** – The project is not within a mapped hazard area. The project does not appear to need a Hillside Endorsement. A Hillside Endorsement will be required if slopes in excess of 18% are created, or cut into.

13. **Wetlands** – Wetlands are not anticipated on this lot. Fill of wetlands will require a United States Army Corp of Engineers fill permit.  
Contact them at: 907-753-2689
14. **Habitat** – Check with the U.S. Fish and Wildlife on the presence of eagle nests in the area. The presence of eagle nests may impact construction scheduling. No anadromous waterbodies are on the subject parcel, or within 50 feet.
15. **Plat or Covenant Restrictions** –There were not applicable Plat notes in Plat number 2009-37.
16. **Traffic** – A traffic impact analysis (TIA) will be required per CBJ 49.40.300 (a)(1)  
Parking level: 5,300 SF and 9,500 SF: Total SF: 14,500 SF (Retail)  
Phase 1: 10,000 SF Plaza level (Retail)  
Total: 24,800 SF retail  
According to the Institute of Transportation Engineers Trip Generation Manual 9<sup>th</sup> edition a variety store generates 64.03 average annual daily traffic (AADT). Generating 1,587.94 AADT.  
Per plans parks are approximately 60,000 SF, or approximately 1.4 Acres (Scaled off Plaza Level Phase 1 drawings) According to the Institute of Transportation Engineers Trip Generation Manual 9<sup>th</sup> edition a City park generates 1.89 average annual daily traffic (AADT).  
The applicant will review the parking analysis done by the previous applicant, and modify if necessary.
17. **Nonconforming situations** – There are not nonconforming situations evident

**Building Division**

18. **Building** – Building plans will be reviewed during the permitting process, no comments at this time.
19. **Outstanding Permits** –  
a. BLD20190242 – “Temp power for job trailer.”

**General Engineering/Public Works**

20. **Engineering** –  
a. Note that a single water meter would be required. Does not anticipate many challenges since the project will have engineers involved.  
b. Per discussion above, review building elevations with FEMA elevation requirements for this area.
21. **Drainage** – None at this time.
22. **Utilities** – (water, power, sewer, etc.) None at this time.

**Fire Marshal**

23. **Fire Items/Access** – No comments at this time.

**Other Applicable Agency Review**

- 24. The Traffic Impact Analysis will be submitted to the Alaska Department of Transportation and Public Facilities for their evaluation and review. If they have concerns, the Commission may condition the project to address them.
- 25. The application will be circulated to the Alaska Department of Transportation and Public Facilities, the United States Army Corps of Engineers, the Alaska Department of Natural Resources, the United States Fish and Wildlife Service, the Alaska Department of Fish and Game, the Federal Aviation Administration, and the United States Coast Guard.

**List of required applications**

Based upon the information submitted for pre-application review, the following list of applications must be submitted in order for the project to receive a thorough and speedy review.

- 1. Development Permit Application
- 2. Allowable/Conditional Use Permit Application

**Additional Submittal Requirements**

Submittal of additional information, given the specifics of the development proposal and site, are listed below. These items will be required in order for the application to be determined Counter Complete.

- 1. A copy of this pre-application conference report.
- 2. Traffic Impact Analysis. The Final draft will be required to go to the Planning Commission.

**Exceptions to Submittal Requirements**

Submittal requirements staff has determined **not** to be applicable or **not** required, given the specifics of the development proposal, are listed below. These items will **not** be required in order for the application to be reviewed.

- 1. None

**Fee Estimates**

The preliminary plan review fees listed below can be found in the CBJ code section 49.85.

Based upon the project plan submitted for pre-application review, staff has attempted to provide an accurate estimate for the permits and permit fees which will be triggered by your proposal.

- 1. \$1,000 Class IV Permit
- 2. Public Notice Sign \$150. \$100 refundable if the sign is brought back by the Monday after the Commission meeting.

For informational handouts with submittal requirements for development applications, please visit our website at [www.juneau.org/community-development](http://www.juneau.org/community-development).

**Submit your Completed Application**

You may submit your application(s) online via email to [permits@juneau.org](mailto:permits@juneau.org)  
OR in person with payment made to:

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City & Borough of Juneau, Permit Center  
230 South Franklin Street  
Fourth Floor Marine View Center  
Juneau, AK 99801

Phone: (907) 586-0715  
Web: [www.juneau.org/community-development](http://www.juneau.org/community-development)

- Attachments:
- 49.70 Article IV
  - 49.15.330
  - Ordinance 2005-29(am)
  - Development Permit Application
  - Allowable/Conditional Use Permit Application



49.15.330 Conditional use permit.

- (a) *Purpose.* A conditional use is a use that may or may not be appropriate in a particular zoning district according to the character, intensity, or size of that or surrounding uses. The conditional use permit procedure is intended to afford the commission the flexibility necessary to make determinations appropriate to individual sites. The commission may attach to the permit those conditions listed in subsection (g) of this section as well as any further conditions necessary to mitigate external adverse impacts. If the commission determines that these impacts cannot be satisfactorily overcome, the permit shall be denied.
- (b) *Preapplication conference.* Prior to submission of an application, the developer shall meet with the director for the purpose of discussing the site, the proposed development activity, and the conditional use permit procedure. The director shall discuss with the developer, regulation which may limit the proposed development as well as standards or bonus regulations which may create opportunities for the developer. It is the intent of this section to provide for an exchange of general and preliminary information only and no statement by either the developer or the director shall be regarded as binding or authoritative for purposes of this code. A copy of this subsection shall be provided to the developer at the conference.
- (c) *Submission.* The developer shall submit to the director one copy of the completed permit application together with all supporting materials and the permit fee.
- (d) *Director's review procedure.*
  - (1) The director shall endeavor to determine whether the application accurately reflects the developer intentions, shall advise the applicant whether or not the application is acceptable and, if it is not, what corrective action may be taken.
  - (2) After accepting the application, the director shall schedule it for a hearing before the commission and shall give notice to the developer and the public in accordance with section 49.15.230.
  - (3) The director shall forward the application to the planning commission together with a report setting forth the director's recommendation for approval or denial, with or without conditions together with the reasons therefor. The director shall make those determinations specified in subsections (1)(A)–(1)(C) of subsection (e) of this section.
  - (4) Copies of the application or the relevant portions thereof shall be transmitted to interested agencies as specified on a list maintained by the director for that purpose. Referral agencies shall be invited to respond within 15 days unless an extension is requested and granted in writing for good cause by the director.
  - (5) Even if the proposed development complies with all the requirements of this title and all recommended conditions of approval, the director may nonetheless recommend denial of the application if it is found that the development:
    - (A) Will materially endanger the public health or safety;
    - (B) Will substantially decrease the value of or be out of harmony with property in the neighboring area; or
    - (C) Will not be in general conformity with the land use plan, thoroughfare plan, or other officially adopted plans.
- (e) *Review of director's determinations.*



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- (1) At the hearing on the conditional use permit, the planning commission shall review the director's report to consider:
    - (A) Whether the proposed use is appropriate according to the table of permissible uses;
    - (B) Whether the application is complete; and
    - (C) Whether the development as proposed will comply with the other requirements of this title.
  - (2) The commission shall adopt the director's determination on each item set forth in paragraph (1) of this subsection (e) unless it finds, by a preponderance of the evidence, that the director's determination was in error, and states its reasoning for each finding with particularity.
  - (f) *Commission determinations; standards.* Even if the commission adopts the director's determinations pursuant to subsection (e) of this section, it may nonetheless deny or condition the permit if it concludes, based upon its own independent review of the information submitted at the hearing, that the development will more probably than not:
    - (1) Materially endanger the public health or safety;
    - (2) Substantially decrease the value of or be out of harmony with property in the neighboring area; or
    - (3) Lack general conformity with the comprehensive plan, thoroughfare plan, or other officially adopted plans.
  - (g) *Specific conditions.* The commission may alter the director's proposed permit conditions, impose its own, or both. Conditions may include one or more of the following:
    - (1) *Development schedule.* A reasonable time limit may be imposed on construction activity associated with the development, or any portion thereof, to minimize construction-related disruption to traffic and neighborhood, to ensure that development is not used or occupied prior to substantial completion of required public or quasi-public improvements, or to implement other requirements.
    - (2) *Use.* Use of the development may be restricted to that indicated in the application.
    - (3) *Owners' association.* The formation of an association or other agreement among developers, homeowners or merchants, or the creation of a special district may be required for the purpose of holding or maintaining common property.
    - (4) *Dedications.* Conveyance of title, easements, licenses, or other property interests to government entities, private or public utilities, owners' associations, or other common entities may be required.
    - (5) *Performance bonds.* The commission may require the posting of a bond or other surety or collateral approved as to form by the city attorney to guarantee the satisfactory completion of all improvements required by the commission. The instrument posted may provide for partial releases.
    - (6) *Commitment letter.* The commission may require a letter from a public utility or public agency legally committing it to serve the development if such service is required by the commission.
    - (7) *Covenants.* The commission may require the execution and recording of covenants, servitudes, or other instruments satisfactory in form to the city attorney as necessary to ensure permit compliance by future owners or occupants.
    - (8) *Revocation of permits.* The permit may be automatically revoked upon the occurrence of specified events. In such case, it shall be the sole responsibility of the owner to apply for a new permit. In other cases, any order revoking a permit shall state with particularity the grounds therefor and the requirements for reissuance. Compliance with such requirements shall be the sole criterion for reissuance.

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- (9) *Landslide and avalanche areas.* Development in landslide and avalanche areas, designated on the landslide and avalanche area maps dated September 9, 1987, consisting of sheets 1—8, as the same may be amended from time to time by assembly ordinance, shall minimize the risk to life and property.
  - (10) *Habitat.* Development in the following areas may be required to minimize environmental impact:
    - (A) Developments in wetlands and intertidal areas.
  - (11) *Sound.* Conditions may be imposed to discourage production of more than 65 dBa at the property line during the day or 55 dBa at night.
  - (12) *Traffic mitigation.* Conditions may be imposed on development to mitigate existing or potential traffic problems on arterial or collector streets.
  - (13) *Water access.* Conditions may be imposed to require dedication of public access easements to streams, lake shores and tidewater.
  - (14) *Screening.* The commission may require construction of fencing or plantings to screen the development or portions thereof from public view.
  - (15) *Lot size or development size.* Conditions may be imposed to limit lot size, the acreage to be developed or the total size of the development.
  - (16) *Drainage.* Conditions may be imposed to improve on and off-site drainage over and above the minimum requirements of this title.
  - (17) *Lighting.* Conditions may be imposed to control the type and extent of illumination.
  - (18) *Other conditions.* Such other conditions as may be reasonably necessary pursuant to the standards listed in subsection (f) of this section.
- (Serial No. 87-49, § 2, 1987; Serial No. 2006-15, § 2, 6-5-2006; Serial No. 2015-03(c)(am), § 9, 8-31-2015 ; Serial No. 2017-29, § 3, 1-8-2018, eff. 2-8-2018 )

#### 49.70.400 Floodplain.

- (a) *Purpose.* The purpose of this article is to promote the public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas. Other purposes are to:
  - (1) Reserved;
  - (2) Prevent the erection of structures in areas unfit for human usage by reason of danger from flooding, unsanitary conditions, or other hazards;
  - (3) Minimize danger to public health by protecting the water supply and promoting safe and sanitary drainage;
  - (4) Reduce the financial burdens imposed on the community, its governmental units, and its individuals by frequent and periodic floods and overflow of lands;
  - (5) Reserved;
  - (6) Ensure that potential buyers are notified that property is in a special flood hazard area; and
  - (7) Ensure that those who occupy the special flood hazard area assume financial responsibility for their development.
- (b) *Interpretation.*
  - (1) In the interpretation and application of this article, all provisions are considered minimum requirements and are liberally construed in favor of the governing body.

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- (2) This article is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. Where the provisions of this article and another ordinance conflict or overlap, whichever imposes the more stringent restrictions shall prevail.
  - (3) This article shall apply to all areas of special flood hazard areas (SFHAs) within the jurisdiction of the City and Borough of Juneau.
  - (4) The special flood hazard areas identified by the Federal Insurance Administrator (FIA) in a scientific and engineering report entitled the "Flood Insurance Study" (FIS) and the flood insurance rate maps (FIRMs) dated September 18, 2020 for the City and Borough of Juneau, Alaska are adopted. The FIS and FIRMs shall be on file with the community development department and available to the public at 155 South Seward Street, Juneau, Alaska.
- (c) *Implementation.* The director is responsible for administering and implementing the provisions of this chapter and is responsible for maintaining for public use and inspection appropriate records and information relevant to implementation of this chapter. Such records and information must include:
- (1) Actual elevations, in relation to mean lower low water, of the lowest floor, including basement, of all new or substantially improved structures located in the special flood hazard area (SFHA), and whether or not such structures have basements;
  - (2) Actual elevations, in relation to mean lower low water, of all new and substantially improved floodproofed structures and the required floodproofing certifications;
  - (3) Flood insurance studies (FISs);
  - (4) Flood insurance rate maps (FIRMs);
  - (5) Any reports or studies on flood hazards in the community, such as written reports by the U.S. Army Corps of Engineers, U.S. Geological Survey, or private firms provided to the director; and
  - (6) A file of all floodplain permit applications, permits, exceptions, and supporting documentation.
- (d) *Enforcement.* Enforcement of this chapter is per CBJ 49.10.600—49.10.660.
- (e) *Floodplain development permit required.* A floodplain development permit is required for any development or industrial uses located within a special flood hazard area, including placement of manufactured homes. The director must:
- (1) Review all floodplain development permit applications for development in the special flood hazard area for compliance with the provisions of this chapter, and to determine if other permits may be necessary from local, state, or federal governmental agencies.
  - (2) Interpret the location of the special flood hazard area boundaries and regulatory floodway. If there appears to be a conflict between a mapped boundary and actual field conditions, the director must determine and interpret the documents. When base flood elevation data has not been provided, the director shall obtain, review, and reasonably utilize base flood elevation and floodway data available from any federal, state, municipal, or any other source to implement the provisions of this chapter.
  - (3) If the director determines that a proposed development is within a special flood hazard area, a permit fee must be collected and the following information must be provided before processing a floodplain development permit:
    - (A) Elevation of the lowest floor, including a basement, of all structures;
    - (B) Elevation to which any structure has been floodproofed;
    - (C) Certification by an engineer or architect that the floodproofing methods for any nonresidential structure meet generally accepted floodproofing standards;

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- (D) Description of the extent to which any watercourse will be altered or relocated as a result of proposed development;
  - (E) Description of the plan for maintenance of the altered or relocated portion of the watercourse so that the flood-carrying capacity is not diminished; and
  - (F) When base flood elevation data have not been provided, the director shall obtain, review and reasonably apply any base flood elevation and floodway data available from federal, state or other sources.
- (f) *Methods of reducing losses.* In order to accomplish its purpose, this article includes methods and provisions to:
- (1) Restrict or prohibit uses that are dangerous to health, safety, and property due to water or erosion hazards, or that result in damaging increases in erosion or flood heights or velocities;
  - (2) Require that uses vulnerable to floods, including facilities that serve such uses, be protected against flood damage at the time of initial construction;
  - (3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel floodwaters;
  - (4) Control filling, grading, dredging, and other development that may increase flood damage; and
  - (5) Prevent or regulate the construction of flood barriers that will unnaturally divert floodwaters or that may increase flood hazards in other areas.
- (g) *General standards for flood hazard protection.* In special flood hazard areas the following standards apply:
- (1) *Anchoring.*
    - (A) Design, modify, and anchor new construction and substantial improvements to prevent flotation, collapse, or lateral movement of the structure(s).
    - (B) A manufactured home must be anchored to prevent flotation, collapse, or lateral movement and be installed using methods and practices that minimize flood damage. Anchoring methods may include, but are not limited to, use of over-the-top or frame ties to ground anchors.
    - (C) An alternative method of anchoring may be used if the system is designed to withstand a wind force of 90 miles per hour or greater. Certification must be provided to the director that this standard is met.
  - (2) *Construction materials and methods.*
    - (A) Construct new construction and substantial improvements with materials and utility equipment resistant to flood damage.
    - (B) Use methods and practices that minimize flood damage for new construction and substantial improvements.
    - (C) Design or locate electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities so as to prevent water from entering or accumulating within the components during conditions of flooding.
    - (D) Require adequate drainage paths around structures on slopes to guide floodwaters away from existing and proposed structures for new construction and substantial improvements within zones AH and AO.
  - (3) *Utilities.*

- (A) Design new and replacement water supply systems to minimize or eliminate infiltration of floodwaters into the system.
  - (B) Design new and replacement sanitary sewage systems to minimize or eliminate infiltration of floodwaters into the systems and discharge from the systems into floodwaters.
  - (C) Locate on-site waste disposal systems to avoid impairment to them or contamination from them during flooding.
- (4) *[Subdivision and development proposal criteria.]* Subdivision and development proposals must meet the following criteria:
- (A) Be designed to minimize flood damage;
  - (B) Locate and construct utilities and facilities, such as sewer, gas, electrical, and water systems to minimize flood damage;
  - (C) Provide adequate drainage to reduce exposure to flood damage; and
  - (D) Include base flood elevation data if the development consists of at least 50 lots or five acres, whichever is the lesser. If base flood elevation data is not available, the proposal must provide the data and backup information for how the base flood elevation data was generated for the proposal.
- (5) *[Floodplain development permit requirements.]* Review of floodplain development permits must include:
- (A) Review of the flood insurance rate map and flood insurance study for flood zone determinations for new or substantially improved structures;
  - (B) For new or substantially improved structures:
    - (i) Submittal of the proposed and finished lowest floor elevations in zones A, AE, AO, and AH.
    - (ii) Submittal of the proposed and finished bottom elevation of the lowest horizontal structural member of the lowest floor and its distance from the mean lower low water mark in zones V and VE; and
    - (iii) Submittal of specific requirements for zones V and VE as set forth in subsection 49.70.400(i).
  - (C) In zones A and V, where elevation data are not available through the flood insurance study or from another authoritative source, applications for floodplain development permit shall be reviewed to ensure that proposed construction will be reasonably safe from flooding. The test of reasonableness is a local judgment and may be based on historical data, high water marks, photographs of past flooding, and other similar or relevant data. Failure to elevate construction at least two feet above grade in these zones may result in higher insurance rates.
  - (D) Provision of an elevation certificate to demonstrate that the lowest floor of a structure is at or above base flood elevation. The certification must be provided on a form approved by the National Flood Insurance Program and prepared by a registered land surveyor or professional engineer who is licensed in the State of Alaska and authorized to certify such information. This requirement may be waived by the director if an approved record elevation demonstrates that the lowest floor is substantially above the base flood elevation due to natural ground level.
- (6) *Other permits.* The applicant must certify that all other necessary permits have been obtained from any federal or state governmental agencies.
- (7) *[Maintaining watercourse.]* Maintain altered or relocated portions of a special flood hazard area mapped watercourse so that the flood-carrying capacity is not diminished. The department must notify the state coordinating agency, if any, and the Federal Emergency Management Agency prior to

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issuance of a floodplain development permit that seeks to alter or relocate any watercourse within a special flood hazard area.

- (h) *Specific standards for flood hazards protection.* In special flood hazard areas where base flood elevation data is provided, the following provisions are required:
- (1) *New structures or substantial improvements.* Fully enclosed areas below the lowest floor of new construction or substantial improvements, that are useable solely for parking of vehicles, building access, or storage in an area other than a basement, must automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect licensed in the State of Alaska or must meet or exceed the following minimum criteria:
    - (A) Provide a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
    - (B) Height of the bottom of all openings must be no higher than one foot above grade; and
    - (C) Openings may be equipped with screens, louvers, or other coverings or devices provided that the automatic entry and exit of floodwaters is allowed.
  - (2) *Residential construction.* New construction and substantial improvement of any residential structure:
    - (A) Construct the lowest floor, including basement, elevated to or above the base flood elevation within zones A, AE, or AH; or
    - (B) Construct the lowest floor elevated to the base flood depth number specified on the flood insurance rate map, or higher, or if no depth number is specified, at least two feet above the highest adjacent natural grade within zone AO.
  - (3) *Manufactured homes.* New or substantially improved manufactured homes must:
    - (A) Be placed at or above, the base flood elevation, within zones A, AH, or AE, and shall be elevated to, or above, the base flood elevation, and comply with subsection (g); or
    - (B) Elevate the lowest floor to the depth number specified on the flood insurance rate map, or higher, or if no depth number is specified, at least two feet above the highest adjacent natural grade within zone AO; and meet the provisions of subsection (g)(1).
  - (4) *Recreational vehicles.* Recreational vehicles placed within any special flood hazard area must be:
    - (A) Situated on the site for fewer than 180 consecutive days;
    - (B) Fully licensed, operational, and approved for road use; or
    - (C) Meet the requirements of subsection (h)(3).
  - (5) *Nonresidential construction.* New construction or substantial improvement of any nonresidential structure must:
    - (A) Elevate the lowest floor, including basement, to or above the base flood elevation within zones A, AE, and AH;
    - (B) Elevate the lowest floor to the depth number specified on the flood insurance rate map, or higher, or if no depth number is specified, at least two feet above the highest adjacent natural grade within zone AO; or
    - (C) Floodproof the area below the base flood elevation within zones A, AE, AH, and AO, so that:
      - (i) The structure and utility and sanitary facilities are watertight with walls substantially impermeable to the passage of water;

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- (ii) Structural components shall have the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;
  - (D) A floodproof structure must be designed by an engineer or architect licensed in the State of Alaska, certifying that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this subsection based on the engineer's or architect's development or review of the structural design, specifications, and plans. Certification must be provided to the director;
  - (E) Applicants proposing to floodproof nonresidential buildings must be notified at the time of floodplain development permit application that flood insurance premiums are based on rates that are one foot below the floodproofed level.
- (6) *Industrial uses.* Industrial uses within the special flood hazard area are subject to the following provisions:
  - (A) Sand and gravel operations, recreation activities, open space, and parking lots may be allowed in 100-year floodplains if the use does not increase the flood hazard.
  - (B) Industrial equipment and raw materials stored in 100-year floodplains must be adequately bermed or otherwise protected.
  - (C) Disposal of hazardous materials in 100-year floodplains is prohibited. No new development that involves storage of hazardous materials will be permitted in the 100-year floodplain unless there is no feasible and prudent alternative and adequate safety measures are provided to prevent accidental discharge.
  - (D) Establishment of sanitary landfills in floodplains is prohibited.
- (7) *Increasing water surface elevation in special flood hazard area mapped watercourses where floodways are not mapped.* Notwithstanding any other provisions of this article, development in zones A, AE, and AH may increase the water surface elevation of the base flood:
  - (A) Up to one foot with the submittal of an analysis completed by an engineer licensed in the State of Alaska demonstrating the cumulative effects of the proposed, existing and anticipated, development to the base flood; or
  - (B) By more than one foot only after a conditional letter of map revision and final letter of map revision is approved by the Federal Emergency Management Agency flood insurance administrator.
- (i) *Additional provisions in floodways.*
  - (1) Residential and nonresidential structures are prohibited in floodways, no exceptions apply. Culverts and bridges are not subject to this prohibition.
  - (2) Encroachments, including fill, new construction, and other development, except subdivisions, within a floodway are prohibited unless an engineer licensed in the State of Alaska submits a hydrologic and hydraulic analyses to the director indicating that the encroachment would not result in any increase in flood levels during the occurrence of the base flood discharge. The hydrologic and hydraulic analyses must be performed in accordance with standard engineering practice acceptable by the Federal Emergency Management Agency.
  - (3) Development along a floodway cannot increase the water surface elevation unless a conditional letter of map revision and final letter of map revision that revises the floodway are approved by the Federal Emergency Management Agency.
- (j) *Additional provisions in zones VE and V.*

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- (1) New construction and substantial improvements in zones V and VE must be elevated on pilings and columns so that:
    - (A) The bottom of the lowest horizontal structural member of the lowest floor, excluding the pilings or columns, is elevated to or above the base flood elevation; and
    - (B) The pile or column foundation and structure attached thereto is anchored to resist flotation, collapse and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Wind and water loading values must each have a one percent chance of being equaled or exceeded in any given year (100-year mean recurrence interval). Wind loading values used are those required by applicable state statute and local code. A registered professional engineer or architect licensed in the State of Alaska must develop or review the structural design, specifications, and plans for the construction and must certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of subsections (j)(1)(A) and (B) of this section.
    - (C) The use of fill for structural support of buildings is prohibited.
  - (2) In zones VE and V, new habitable construction must be located landward of the reach of mean high tide.
  - (3) In zones VE and V, new construction and substantial improvements must have the space below the lowest floor either free of obstruction or constructed with nonsupporting breakaway walls, open wood latticework, or insect screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system.
  - (4) Breakaway walls must have a design safe loading resistance of not less than ten pounds per square foot and no more than 20 pounds per square foot. Use of breakaway walls that exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so required by local or state codes) may be permitted only if a registered professional engineer or architect licensed in the State of Alaska certifies that the designs proposed meet the following conditions:
    - (A) Breakaway wall collapse must result from a water load less than that which would occur during the base flood; and
    - (B) The elevated portion of the building and supporting foundation system must not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and nonstructural). Maximum wind and water loading values to be used in this determination must each have a one percent chance of being equaled or exceeded in any given year (100-year mean recurrence interval). Wind loading values used shall be those required by applicable state statute and local code.
    - (C) Enclosed space within breakaway walls are limited to parking of vehicles, building access, or storage. Such space must not be used for human habitation.
  - (k) *Warning and disclaimer of liability.* The degree of flood protection required by this article is intended for minimum regulatory purposes only and is based on general scientific and engineering principles. Floods larger than expected, can and will occur. Flood heights may be increased by human or natural causes. This article does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This article shall not create liability on the part of the City and Borough, any officer or employee thereof for any flood damages that result from reliance on this article or any administrative decision made thereunder.

(Serial No. 87-49, § 2, 1987; Serial No. 90-46, §§ 2—9, 1990; Serial No. 2013-19(b), § 2, 7-15-2013 ; Serial No. 2020-42, § 2, 8-24-2020, eff. 9-23-2020 ; Serial No. 2021-06, § 2, 4-26-2021, eff. 5-26-2021)

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**49.70.410 Exceptions.**

- (a) The planning commission shall hear all applications for an exception from the provisions of this article, and are limited to the powers granted in this article and those necessarily implied to ensure due process and to implement the policies of this article.
- (b) In passing upon such application, the planning commission must consider all technical evaluations, relevant factors, standards specified in other sections of this article, and:
  - (1) The danger that materials may be swept onto other lands and cause injury to other persons or property;
  - (2) The danger to life and property due to flooding or erosion damage;
  - (3) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
  - (4) The importance of the services provided by the proposed facility to the community;
  - (5) The necessity to the facility of a waterfront location, where applicable;
  - (6) The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
  - (7) The compatibility of the proposed use with existing and anticipated development;
  - (8) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
  - (9) The safety of access to the property in times of flood for ordinary and emergency vehicles;
  - (10) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
  - (11) The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.
- (c) Exceptions may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing subsections (b)(1)—(b)(11) of this section have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the exception increases.
- (d) Upon consideration of the factors of subsection (b) of this section and the purposes of this article, the commission may deny or grant the application and may attach such conditions to the grant of an exception as it deems necessary to further the purposes of this article.
- (e) Exceptions may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the state inventory of historic places, without regard to the procedures set forth in the remainder of this section.
- (f) Exceptions must not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- (g) Exceptions must only be issued upon a determination that the exception is the minimum necessary, considering the flood hazard, to afford relief.
- (h) Exceptions must only be issued upon:
  - (1) A showing of good and sufficient cause;
  - (2) A determination that failure to grant the exception would result in exceptional hardship to the applicant; and
  - (3) A determination that the granting of an exception will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances or conflict with existing local laws or ordinances.
- (i) Reserved.
- (j) Warning and disclaimer of liability. The degree of flood protection required by this article is intended for minimum regulatory purposes only and is based on general scientific and engineering principles. Floods larger than expected,

Revised 5/07/2021

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Pre-Application Conference Final Report

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can and will occur. Flood heights may be increased by manmade or natural causes. This article does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This article shall not create liability on the part of the City and Borough, any officer or employee thereof, or the Federal Insurance Administration for any flood damages that result from reliance on this article or any administrative decision lawfully made thereunder.

(Serial No. 87-49, § 2, 1987; Serial No. 90-46, § 10, 1990; Serial No. 2021-06, § 3, 4-26-2021, eff. 5-24-2021)

Presented by: The Manager  
Introduced: 09/12/2005  
Drafted by: J.W. Hartle

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2005-29(am)

An Ordinance Relating to the Seawalk in the Area  
Encompassed by the Long Range Waterfront Plan.

WHEREAS, the Assembly has adopted the Long Range Waterfront Plan; and

WHEREAS, that plan includes a seawalk extending along the entire downtown waterfront to provide a useable transportation corridor; and

WHEREAS, the CBJ Land Use Code currently requires property owners developing or redeveloping their property to construct the seawalk and dedicate an easement for it; and

WHEREAS, having the City and Borough construct the seawalk will facilitate development of a coherent, useable corridor; and

WHEREAS, the LID process can be used to provide for construction of the seawalk along properties not under development.

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

**Section 1. Classification.** This ordinance is of a general and permanent nature and shall become a part of the City and Borough code.

**Section 2. Amendment of Subsection.** CBJ 49.70.960 Special waterfront areas, is amended at subsection (c)(6) to read:

...

(6) Seawalk. A pedestrian access easement and walkway intended to provide a continuous pedestrian path along the entire downtown waterfront area, shall be included with all future development or redevelopment along the downtown waterfront shoreline. This walkway, to be known as the seawalk, shall be a continuous path along the entire downtown waterfront as depicted in the Long Range Waterfront Plan. In lieu of constructing the required seawalk, property owners developing or redeveloping property along the waterfront shoreline within the area encompassed by the Long Range Waterfront Plan shall pay a fee to the City and Borough equal to twenty percent of the final project cost for a seawalk constructed to public assembly standards for the section abutting their property. Unless the alignment of the seawalk requires otherwise, owners of property along

the waterfront shoreline within the area encompassed by the Long Range Waterfront Plan developing or redeveloping their property shall dedicate all easements necessary for construction of a seawalk sixteen feet in width.

(A) *Reserved.*

(B) *Reserved.*

(C) The seawalk shall not be required for existing buildings located along the water's edge until additions or alterations, or both, in excess of 50 percent of the gross square footage of the existing structure are proposed or undertaken within a 36-month period as determined by the City and Borough building division. General maintenance or repair work is exempt from this requirement.

(D) *Reserved.*

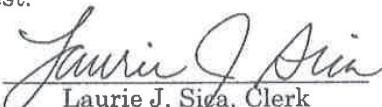
...

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

Adopted this 10<sup>th</sup> day of October, 2005.

  
Bruce Botelho, Mayor

Attest:

  
Laurie J. Sica, Clerk



522 West 10th Street, Juneau, Alaska 99801 907.586.1070 jensenyorbawall.com

*Designing Community Since 1935*

Date: June 19, 2023  
Re: Aak'w Landing (JYW No. 21021)  
**Zoning and Planning Study**

### **Total Project Area**

475,377 sf.

*Discussion: Area of Uplands and Dock are combined for the Conditional Use Permit and to show the total size of the project. The two portions of the project are considered individually below.*

### **Uplands Portion of Project**

Parcel: 1C060-K01-0031 (C-1)

Area: 125,377 sf (2.88 Acres)

Property Zoning: MU2

Maximum Lot Coverage: 80% (100,302 sf)

Minimum Vegetative Cover: 5% (6,269 sf)

Maximum Height (Permissible Uses): 45'

Minimum Setbacks: 5' (0' where property line is adjacent to tidelands)

Allowable Uses:

- Phase 1:
  - Visitor, Cultural Facilities Related to the Site: 3
  - Storage and Display of Goods with greater than 5,000 sf: 1,3
  - Restaurants & Bars without Drive-Through Service: 3
  - Seasonal Open Air Food Service: 1,3
  - Open Space: 1
  - Automobile Parking Garage: 1,3
- Future Phases:
  - Offices Greater than 2,500 sf: 1,3
  - Libraries, Museums, Art Galleries: 1,3
  - Theaters from 201 – 1,000: 1

(1. Department approval requires the department of community development approval only.

1, 3. Department approval required if minor dev., conditional use permit required if major development.

3. Conditional use permit requires planning commission approval.)

*Discussion: The project will comply with all zoning requirements, including the height restriction. The footprint of the building is larger than the Maximum Lot Coverage area by approximately 2,800 sf, but since almost 50,000 sf of the building is to be covered in a landscaped and publicly-accessible Park, it is believed this will comply with requirements.*



**Proposed Phase 1 Development:** Parking Structure with Park above. Retail both at Seawalk and Upper Plaza (Park) level. 103,100 sf footprint

- 150,000 sf total developed area, including:
  - One-story bus parking and loading garage
  - Two-story car parking garage
  - 34,000 sf Retail, including:
    - 4,700 sf Whittier Street-facing (Seawalk Level)
    - 19,300 sf Seawalk-facing (Seawalk Level & Mezzanine)
    - 10,000 sf Welcome Center (Upper Plaza Level)
- 1+ acre of Park and Plaza over bus and vehicle garage

**Proposed Future Phase Development:** Additional Retail and Use TBD facilities at Upper Plaza (Park) level

- 9,000 sf additional Retail (43,000 sf total, including Phase 1)
- 40,000 sf Future Phase, Use TBD

**Parking**

Parking Provided. Phase 1 development will have 93 passenger vehicle parking stalls in the garage and 24 coach, bus, and van parking stalls, for a total of 117 bus and car stalls. Alternate “Off-Hours” striping in the bus garage will allow for passenger car parking after-hours or off-season for a total of 79 car stalls (plus the Circulator) in this area of the garage for a building total of 172 car stalls.

Discussion: CBJ Codes calculations are based on car-sized parking stalls. Given the large capacity of the buses, using the “Off-Hours” striping stall total to determine parking capacity seems reasonable. However, the proposed development is allowable even if parking capacity is determined with bus stalls counted as a single stall.

<u>Phase 1 Parking Required:</u>	34,000 sf Retail (1 stall per 750 sf):	<b>46 stalls required</b>
<u>Future Total Parking Required:</u>	43,000 sf Retail (including Phase 1):	57 stalls required
	40,000 sf of Use TBD	
	If Cultural (1 stall per 1,500):	27 stalls required
	If Retail (1 stall per 750 sf):	53 stalls required
	If Housing (32 one-bedroom):	<u>13 stalls required</u>
		<b>70-110 stalls required total</b>

CBJ Parking Requirement:

- Commercial/Retail 1 per 750 sf
- Restaurants 1 per 750 sf
- Museum 1 per 1,500
- Recreational Space 1 per 10 seats
- Housing, 400 sf Eff. .3 spaces per
- Housing, 1-bedroom .4 spaces per
- Housing 2-bedroom .6 spaces per

Discussion: Given the amount of parking available, future phase development options are almost certainly going to be restricted by height or other considerations, not parking.

**Dock Portion of Project**

Parcel: 1C100-K83-0032 (CBJ Tidelands) and unlabeled adjacent Alaska State Tidelands

Project Area: 350,000 sf (125,000 sf on CBJ Tidelands, 225,000 sf on State Tidelands).

*Discussion: Project Area is only a portion of the much larger CBJ- and State-owned parcels. Project Area includes area physically occupied by the Dock structures, the “shadow” of the 360-meter long cruise ship floating above, and approximately 20% additional space around the dock and ship to ensure compliance.*

Property Zoning: MU2 (taken from adjacent C-1 Lot Zoning)

Maximum Lot Coverage: 80% (280,000 sf)

Minimum Vegetative Cover: 5% (17,500 sf)

Maximum Height (Permissible Uses): 45'

Minimum Setbacks: 5' (0' where property line is adjacent to tidelands)

*Discussion: Dimensional standards and requirements listed are for MU2 zoning. Not clear how all standards—particularly vegetative cover—apply to tideland lots which are entirely over water. However, the project will comply with a strict reading of all requirements:*

- *The constructed Dock takes up an area much smaller than the allowable Maximum Lot Coverage (143,960 sf vs the allowable 280,000 sf)*
- *The Park on the Uplands is large enough to fulfill Minimum Vegetative Cover requirements (50,000 sf vs. the required 23,769 sf for the Uplands and Dock together)*
- *The Dock height will be lower than the 45' Maximum Height as determined from the datum on the Uplands.*

Allowable Uses:

- Private Moorage: 1,3 (49.25.300, 10.520)

*(1, 3. Department approval required if minor dev., conditional use permit required if major development.)*

**Proposed Development:** Floating Dock with access ramps to the adjacent C-1 parcel. No occupiable buildings are proposed in this portion of the development.

**Parking:** As noted above, all parking is being provided on the Uplands portion of the project.

*Discussion: Parking requirements for the project have been determined by the Uplands development areas without modifiers—i.e., the parking calculations assume that all visitors to the Uplands facilities—even the Welcome Center—arrive via personal vehicle and not on the cruise ship. As noted above, the project provides 172 parking stalls for a total build-out requirement of 70-110 stalls.*

*Parking requirements for the vehicles serving the cruise ship and dock itself are not defined by code. The project includes more parking areas for buses, vans, and coaches than are currently provided at the other cruise ship docks. (For example, the AJ Dock facility provides 21 dedicated coach and bus stalls, the proposed Aak'w Landing project proposes 24 dedicated coaches and bus stalls).*



## Other Planning Considerations

**Circulation:** The project has been designed to prioritize safe and efficient movement of pedestrians and vehicles. The goal is to create a high-quality experience both for visitors arriving to Juneau for the first time via the adjacent cruise ship dock and for local residents who want to enjoy the publicly-accessible Park and view areas or waterfront retail / restaurant facilities on the site.

### Cruise Ship Arrival

- Pedestrian traffic to and from the cruise ship arrives onto the site via the Dock SkyBridge, which connects at the Upper Plaza (Park) level. This will provide a location for large groups of newly-arrived visitors to get sorted and organized in an area away from the more linear Seawalk-level retail areas below. This level will be entirely pedestrian, with all vehicles located a level or two below.
- The curving Skybridge will provide orienting views to and through the upper-level buildings before visitors arrive at the Upper Plaza. Major pedestrian routes are marked with large canopies supported by totem pole columns and other artwork.
- Directly in front of a visitor arriving at the Upper Plaza is a 10,000 sf Welcome Center—a unique facility for any dock in Juneau. Visitors can walk around or through the Welcome Center to be sorted into tours or provided maps and suggestions for independent activities.
- The slowly rising SkyBridge arcs over the dining Deck and gives visitors a view of the Seawalk-level retail and other enticing attractions below. The large dining Deck and SkyBridge act as visual markers to orient visitors when they return to the site.

### Tour Departure

- To the rear of the Welcome Center, two separate sets of escalators and stairs take visitors to the loading islands on the parking level below. Electronic and static signage helps separate and efficiently guide the visitors to their tour departure areas.
- In the parking garage, visitors are loaded and unloaded from raised loading islands. Pedestrians do not ever cross bus or car traffic lanes on foot in the garage.
- Buses and commercial traffic have a separate entrance and traffic patterns from passenger vehicles. During on-hours, commercial traffic and passenger vehicles are entirely separate.

### Park and Upper Plaza

- Over half of the upper level of the project is devoted to Park and open Plaza spaces. The Park gently slopes towards Egan Drive and the sidewalk to provide easy pedestrian access to this very prominent feature.
- The Park will be heavily landscaped with a variety of activity and leisure spaces such as: performance stages for music and dance, open areas for play and gathering, landscaped natural areas to display native art, covered seating areas with hook-ups for food trucks and carts, etc.

### Pedestrian Traffic and Seawalks

- Based on current predictions, the majority of visitors will leave the site via commercial vehicles as described above. However, pedestrians to and from the Upper Plaza will have number of clear and attractive walking options.
- Pedestrians descending through the Park towards Egan will be routed either to the NE corner (Whitter/Egan signalized intersection) or to the NW corner and onto the Egan sidewalk walking towards Gold Creek. The landscaped berm at the rear of the Park will not allow pedestrian traffic at random locations down to the Egan sidewalk.



- A large stair and elevator are located at the open SW corner of the Upper Plaza to take pedestrians down towards the dining Deck and Seawalk-level retail below. This corner of the site is open to the Tidelands and is one of the only portions of the site which will always have open waterfront views.
- The large (75- 95' deep) dining Deck is located on the "flagpole" portion of the site and will also always be open to the waterfront to the south.
- Adjacent to the dining Deck, a 16' wide Seawalk will take pedestrians along retail spaces as they walk east towards Whittier. The corner retail space at the SE corner of the site will have stairs and elevators which can take visitors back up to the Upper Plaza Level.
- Pedestrians on Whittier can proceed either to the wide sidewalks and signalized intersection / pedestrian crossing at Whittier/Egan, or they can proceed down Heat Street towards downtown. CBJ improvements to Heat Street to create an attractive extension of the Seawalk from downtown would enhance the visitor's walking experience but are not seen as a critical or immediate need.
- A portion of 16'+ Seawalk is planned at the SW corner of the project along the adjacent Tidelands property. The Seawalk is shown as a possible future project along the west side of the project on CBJ Lot 1A, but this project will depend on CBJ plans for this property. A Seawalk here would link the Seawalk near the SW dining Deck back to Egan, but is not required since pedestrians can route up to the Upper Plaza and along the west side of the Park down to Egan.

#### **Emergency Access**

- Emergency vehicles can access the site from Egan and Whittier and will have complete access to the parking levels.
- A controlled vehicle access lane through the parking level, onto the SW Seawalk and to an at-grade vehicle bridge to the cruise ship dock will allow for emergency vehicle access to the entire dock. This route is not anticipated to be used for non-emergency vehicles.
- It is hoped to develop the Park access ramps and walkways such that food trucks and service vehicles could be brought to the Upper Plaza level without needing a driveway off Egan. Such access ramps would allow for emergency vehicle access to the Upper Plaza, although such access is not required by code.

**Snow Storage and Drainage:** All vehicle traffic on the site is inside the covered parking garage, with covered canopies over the access drive lanes from Whittier. Canopies over the south-facing Seawalk protect walking traffic and the majority of the retail spaces are accessible directly from the interior parking garage. Snow removal at the non-canopy covered Seawalks and at the Park / Upper Plaza is anticipated to be intermittent with no off-site snow storage required. Snow will not be pushed off the site into the water.

Drainage off the site will be internally collected and routed to the channel. Catch basins in vehicle traffic areas will have oil-water separators as required.

**FEMA and Floodplain Requirements:** All retail and permanently-occupied spaces at the lower Seawalk Level have floors above the flood plain level. The rear portion of the parking garage slopes below the floodplain and this portion of the garage will be engineered to withstand flooding and tidally-caused uplift pressures.

**Lighting:** Exterior lighting—both on the buildings and in the exterior spaces--will comply with code requirements.

Date: May 17, 2023

Re: Aak'w Landing (JYW No. 21021)

**Architectural Narrative for CBJ Conditional Use Application**

The Aak'w Landing uplands project will be a concrete Bus Staging and vehicle Garage topped by a landscaped Park sloping up from Egan Drive. The project will include 34,000 sf of Retail spaces in the first phase with future phases adding 9,000 sf of additional Retail and 40,000 sf of facilities with a use yet to be determined. Total square footages are approximate at this initial design stage, but as shown on the Zoning and Parking Study, the target square footages are well below what would be allowed on the site by zoning or parking.

Exceptional Cruise Ship Visitor Pedestrian Traffic Flow. The Aak'w Landing concept provides the surges of pedestrian traffic flow off the cruise ships with a unique and greatly enhanced experience—an experience we believe will set our facility apart from any other cruise ship port. The dock, architecture and landscape will all be designed to guide visitors efficiently through the site while providing an abundance of opportunities for views, shopping, and cultural activities.

- The passenger Gangway from the ship will gently ascend so visitors will enter the site at the Upper Plaza elevation, 20' above grade and the Seawalk below. By bringing the visitors onto the site at this elevation, we will be able to curate and direct their initial experience on the Plaza. The length of the Gangway will allow this elevation gain to occur gradually, without becoming a full ADA ramp requiring landings and constricting guardrails.
- The Gangway will curve around the bow of the ship with view areas providing unique perspectives and photo opportunities during embarking and disembarking.
- The Gangway will arc over the dining and activities on the Seawalk below, enticing visitors to further explore the entire Aak'w Landing area.
- The Gangway and Welcome Center building will direct the flow of passengers around the southeast corner of the Plaza. The flow will be efficient and clear, but will not directly lead to an exit, providing a large amount of retail frontage and opportunities.
- Large Canopies around the Welcome Center and Retail buildings will provide pooling locations for the visitors where orientation and sorting will occur. Once on the north side of the Welcome Center, passengers will be directed towards one of two large stair/escalators to the Bus Staging below, or down further into the Park to cultural events and walking tours, or down the large West Stair to independent exploration of the Seawalk.
- Passengers descending West Stair will be routed to the wide curving Seawalk across the south-facing side of the building. This walk will provide 300' of south-facing waterfront Restaurant and Retail frontage.

Efficient, Ample, Safe, and Hidden Vehicular Traffic. We recognize that maximizing vehicular access and parking will be key to successfully moving visitors to and through Aak'w Landing. Our concept proposes a parking and bus staging plan focusing on efficiency and safety.

- Bus and vehicle parking is maximized while still remaining hidden. By raising the Plaza to 20' above grade, two levels of passenger vehicles totaling about 93 stalls are available in the Garage. Two separate pedestrian islands surrounded by angled loading stalls will allow for up to 24 coaches and busses in the Bus Staging area. Preliminary design includes: (13) 45' coaches, (7) 35' busses, (3) 25' busses, and a large Circulator trolley/bus.
- Bus Staging access lanes and the lower level of the parking Garage are level with Whittier Ave. This will provide easy and friendly vehicular access to the building and eliminate steep ramp transitions. The level access lanes will also allow vehicle passage through the building to the CBJ Tideland Lots to the west if this is desired in the future.
- The entire Bus Staging area descends downward from the level access lane towards the rear of the building. This will allow the Park above to slope down towards Egan Drive while still providing easy-to-navigate and accessible walking and driving paths in the Bus Staging area.
- Visitor pedestrian traffic flows never cross the vehicle traffic lanes. Visitors descend stairs/escalators directly to protected islands in Bus Staging, or out to the Seawalk away from the vehicle area altogether.
- Bus and passenger vehicle traffic are entirely separated. Individual entrances to Bus Staging and the vehicle parking Garage are located off Whittier Ave.
- The vehicle areas are entirely hidden from view from most pedestrians. Grade-level Retail spaces front the building along Whittier Ave. and the Seawalk, while the sloping Park and flat Plaza roof the entire vehicle areas below.

A Vibrant, Engaging, Landmark Park and Plaza. The preliminary design includes 1.14 acres (49,513sf) of landscaped park and public performance area, as well as .68 acres (29,694sf) of public plaza at the upper (Park) elevation, and .48 acres (22,559sf) of public area at the lower (Seawalk) elevation.

- The Park gently climbs from the north edge along Egan Drive with a series of flat hardscaped outdoor spaces throughout for year-round activities. Wide walkways with vehicle-control bollards will allow food trucks and equipment access to activate the park with pop-up activities and events.
- After the Park rises to the Upper Plaza elevation, it levels out to become a wide Plaza where the Welcome Center will be located. Visitors at this level can get unimpeded views out over Gastineau Channel to the south and west as well as access to and from the Gangway to the ship.

Art Integration Throughout the Project. Because of our team's cultural focus, we view art as an opportunity to tell the story of Aak'w Landing both subtly and overtly throughout the project.

- From the moment they step off the ship, visitors will be shown they are in a special and unique place. Art will be integrated with the dock structure itself with large dock supports and pilings wrapped in graphics and art to recall traditional house posts and totems. Other smaller items such as railings and guards will incorporate art and sculpture.
- Shop and Cultural buildings on the Plaza will be designed in conjunction with local artists to incorporate Alaskan Native forms and materials. Art will be integrated into the architecture and structure as well as displayed on the buildings.

- Local Indigenous Native art will inform the macro layout of the landscaped Park as well as the specific planting and landscaping. An initial idea being worked out by the artists and designers on our team is to have the plan of the walkways, landscaping and hardscaping form an image of Raven Stealing the Sun.

#### Cruise Ship Dock.

- 500' x 70' steel floating dock of similar construction to that utilized at Icy Strait Point Berth II and Ward Cove Cruise Facility with an 8-foot-high constant freeboard.
- Able to accommodate a single 240,000 Gross Tons, 360-meter-long design vessel during cruise season weather conditions.
- The dock will be fitted with foam filled floating fenders suitably designed for the cruise fleet.
- The floating berth shall be accessed with a 140-foot-long gangway rated for port of call standard equipment.
- Mooring locations to be equipped with electric capstans for line handling and will be accessible by catwalks.
- The dock includes basic facility lighting, electrical service, and wash down water from the abutment seaward.
- The proposed design includes the cable trays and structure for integrating future shore power connections once the municipal feed is available.

**Project Summary**

**Aak’W Landing Conditional Use Permit Application**

The project proposes a phased development of mixed use, including retail, food and beverage, community park, docking, and associated parking. Phase 1 includes a total of 24,800 square feet of retail and food and beverage operations, and approximately 60,000 square feet of City park area. Tourist season parking includes 124 stalls for buses and cars. In the off-season the parking area will be able to accommodate 117 cars.

External lighting is to be developed.

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Total square footages are approximate at this initial design stage, but as shown on the Zoning and Parking Study, the target square footages are well below what would be allowed on the site by zoning or parking

The pier portion of the project will utilize a proven steel float solution that will be built with a deck up to 70-feet wide and 500 feetlong, allowing for the best facility layout and passenger handling solution.

Drawings for the above project are attached.





522 West 10th Street, Juneau, Alaska 99801 907.586.1070 jensenyorbawall.com

Designing Community Since 1935

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Re: Aak’w Landing (JYW No. 21021)  
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graphics and art to recall traditional house posts and totems. Other smaller items such as railings and guards will incorporate art and sculpture.

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- 500' x 70' steel floating dock of similar construction to that utilized at Icy Strait Point Berth II and Ward Cove Cruise Facility with an 8-foot-high constant freeboard.
- Able to accommodate a single 240,000 Gross Tons, 360-meter-long design vessel during cruise season weather conditions.
- The dock will be fitted with foam filled floating fenders suitably designed for the cruise fleet.
- The opposite side of the dock from the cruise ship berth will not be constructed to take the structural loads of large ships, but could be configured for tour day boat, tenders and other small watercraft such as canoes or kayaks.
- The floating berth shall be accessed with a 140-foot-long gangway rated for port of call standard equipment.
- Mooring locations to be equipped with electric capstans for line handling and will be accessible by catwalks.
- The dock includes basic facility lighting, electrical service, and wash down water from the abutment seaward.
- The proposed design includes the cable trays and structure for integrating future shore power connections once the municipal feed is available.





## Planning Commission

(907) 586-0715

PC\_Comments@juneau.org

[www.juneau.org/community-development/planning-commission](http://www.juneau.org/community-development/planning-commission)

155 S. Seward Street • Juneau, AK 99801

### PLANNING COMMISSION NOTICE OF DECISION

Date: July 20, 2023  
Case No.: USE2023 0003

Huna Totem Corporation  
9301 Glacier Hwy, Ste. 200  
Juneau, AK 99801

Proposal: Conditional Use Permit for mixed use development: Up to 50,000 square feet of retail and related uses, underground bus staging and vehicle parking, and a park. Includes floating steel dock up to 70 feet wide and 500 feet long.

Property Address: O Egan Drive

Legal Description: Juneau Subport Lot C1

Parcel Code No.: 1C060K010031

Hearing Date: July 11, 2023

The Planning Commission, at its regular public meeting, adopted the analysis and findings listed in the attached memorandum dated June 29, 2023 as they pertain to the floating dock. The Commission approved a Conditional Use Permit for a floating steel dock up to 70 feet wide and 500 feet long. The project is to be conducted as described in the project description and project drawings submitted with the application, and with the following conditions:

1. A Temporary Certificate of Occupancy will not be issued for the dock until the tidelands lease is recorded.
2. The minimum width of the Applicant – constructed seawalk on the south side of the lot will be 16 feet wide. The minimum width of the Applicant-constructed seawalk on the west side of the lot will be 20 feet.
3. Before Temporary Certificate of Occupancy for any phase or element of the project, the Applicant will record an easement for CBJ maintenance and management of the seawalk. The easement will be at least 16 feet wide on the south side of the lot, and 20 feet wide on the west side of the

Huna Totem Corporation  
 File No: USE2023 0003  
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- lot. The easement will be comparable to such easements in place for other dock owners.
4. The Applicant will maintain and operate paths, parks, landscaping, and other amenities (other than the seawalk) for year-round use.
  5. The dock owner will, at their own expense, provide shore power within 24 months after an appropriately-sized power line is within 25 feet of the property line. When shore power is provided, large ships using the dock will be required to use shore power instead of ship power.
  6. Prior to issuance of a building permit, the Applicant must provide a navigability study that includes explicit consideration of access impacts to:
    - Alaska Steam Dock.
    - Cruise Ship Terminal.
    - USCG/NOAA docks.
    - Large traffic, such as material or fuel barges, transiting Gastineau Channel under the bridge.
    - The AJT Mining Properties, Inc. dock.
    - Aircraft using the area for landing and taxiing to the float plane docks.
  7. The dock is limited to one (1) large cruise ship (750 feet or more in length OR 950 or more passengers) each 24 hour period beginning at midnight.
  8. The dock will not accommodate hot berthing.
  9. The dock will not accommodate lightering from a cruise ship at anchor if that ship is over 750 feet in length or accommodates more than 950 passengers at full capacity.

The Commission (Commission) did not adopt the analysis and findings that relate to the uplands portion of the application. The Commission found that the uplands portion of the application did not contain sufficiently specific information, particularly about the portion designated Phase 3, to support a conclusion that the project as a whole would comport with Title 49, including the MU2 land use designation.

Attachments: June 29, 2023 memorandum from Irene Gallion, Community Development, to the CBJ Planning Commission regarding USE2023 0003.

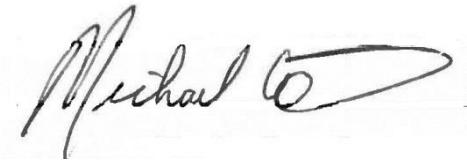
This Notice of Decision does not authorize construction activity. Prior to starting any project, it is the applicant's responsibility to obtain the required building permits.

This Notice of Decision constitutes a final decision of the CBJ Planning Commission. Appeals must be brought to the CBJ Assembly in accordance with CBJ 01.50.030. Appeals must be filed by 4:30 P.M. on the day twenty days from the date the decision is filed with the City Clerk, pursuant to CBJ 01.50.030(c). Any action by the applicant in reliance on the decision of the Planning Commission shall be at the risk that the decision may be reversed on appeal (CBJ 49.20.120).

Effective Date: The permit is effective upon approval by the Commission, July 11, 2023.

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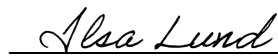
Expiration Date: The permit will expire 18 months after the effective date, or January 11, 2025, if no Building Permit has been issued and substantial construction progress has not been made in accordance with the plans for which the development permit was authorized. Application for permit extension must be submitted thirty days prior to the expiration date.



\_\_\_\_\_  
Michael LeVine, Chair  
Planning Commission

\_\_\_\_\_  
July 19, 2023

\_\_\_\_\_  
Date



\_\_\_\_\_  
Filed With City Clerk

\_\_\_\_\_  
July 20, 2032

\_\_\_\_\_  
Date

cc: Plan Review

**NOTE:** The Americans with Disabilities Act (ADA) is a federal civil rights law that may affect this development project. ADA regulations have access requirements above and beyond CBJ-adopted regulations. Owners and designers are responsible for compliance with ADA. Contact an ADA - trained architect or other ADA trained personnel with questions about the ADA: Department of Justice (202) 272-5434, or fax (202) 272-5447, NW Disability Business Technical Center (800) 949-4232, or fax (360) 438-3208.

**March 17, 2025, CBJ Assembly Committee of the Whole Meeting  
(Recap of COW Amendments to Ordinance 2025-22)**

Section N, Item 21.

**Ordinance 2025-22** *An Ordinance Authorizing the Manager to Negotiate and Execute a Tidelands Lease for the Purpose of Waterfront Commercial Activities.*

The following are the proposed Amendments to Ordinance 2025-22 that were voted upon at the March 17, 2025, Assembly Committee of the Whole (COW) Meeting. Highlights indicate changes made to the amendments from any original version that was published in the initial 3/17/2025 COW packet.

**Amendment #1** (proposed by Deputy Mayor Smith):

**Section 2. Authorization to Lease. The Manager is authorized to negotiate and execute a lease of tidelands as generally depicted on Exhibit A, subject to the following minimum essential terms and conditions:**

HTC/Aak'w Landing must provide the CBJ with written assurance from the US Coast Guard which demonstrates that the project will not impede icebreaker docking in Juneau. Huna Totem can start **preparatory** work with the understanding any work undertaken is at their own risk.

**Yeas: Smith, Hall, Adkison, Kelly, Woll, Hughes-Skandijs, Bryson, Weldon**

**Nay: Steininger**

**Amendment #1 passed 8 Yeas : 1 Nay**

**Amendment #2** (proposed by Paul Kelly):

Whereas, workforce housing is a priority of the CBJ and Aak'w, therefore the Assembly intends that a portion of the lease amount be allocated to the Affordable Housing Fund.

**Yeas: Kelly, Smith, Hughes-Skandijs**

**Nay: Steininger, Hall, Adkison, Woll, Bryson, Weldon**

**Amendment #2 failed 3 Yeas : 6 Nays**

**Amendment #3** (proposed by Paul Kelly):

Whereas, the CBJ recognizes the environmental impact that the cruise industry has on our pristine waters, and will work to identify lease incentive options to increase clean fuel usage and shore power development.

**Yeas: Kelly**

**Nay: Smith, Hughes-Skandijs, Steininger, Hall, Adkison, Woll, Bryson, Weldon**

**Amendment #3 failed 1 Yea : 8 Nays**

**Amendment #4** (proposed by Christine Woll):

**Section 2. Authorization to Lease. The Manager is authorized to negotiate and execute a lease of tidelands as generally depicted on Exhibit A, subject to the following minimum essential terms and conditions:**

The City Manager shall include a right of first refusal clause in any lease of the tidelands, for purchase of the docks **and adjacent upland property.**

**March 17, 2025, CBJ Assembly Committee of the Whole Meeting  
(Recap of COW Amendments to Ordinance 2025-22)**

Section N, Item 21.

**Yeas: Woll, Hughes-Skandijs, Adkison, Bryson,  
Nay: Kelly, Smith, Hall, Steininger, Weldon  
Amendment #4 failed 4 Yeas : 5 Nays**

**Amendment #5** (proposed by Alicia Hughes-Skandijs):

**Section 2. Authorization to Lease. The Manager is authorized to negotiate and execute a lease of tidelands as generally depicted on Exhibit A, subject to the following minimum essential terms and conditions:**

**Cancellation and Forfeiture.**

...

If Lessee violates any term or condition of the lease, including those detailed in the conditional use permit, the City may subject Lessee to enforcement action under CBJ 49.10.600-660 and impose a per violation, per day penalty.

***Amendment #5 passed by unanimous consent.***

**Amendment #6** (proposed by Alicia Hughes-Skandijs):

Whereas, the Assembly fully supports the use of project labor agreements (PLAs) and their use in city project, the Assembly encourages Huna Totem to work closely with local construction companies and utilize our union hiring halls and apprenticeship programs.

***Amendment #6 passed by unanimous consent.***

**Amendment #7** (proposed by Alicia Hughes-Skandijs):

**Section 2. Authorization to Lease. The Manager is authorized to negotiate and execute a lease of tidelands as generally depicted on Exhibit A, subject to the following minimum essential terms and conditions:**

The Assembly prioritizes the collaborative scheduling of cruise ships in our community, to ensure that all parties adhere to the five-ship limit as well as the agreed upon passenger limits. Huna Totem will participate in an annual scheduling meeting for their dock.

***Amendment #7 passed by unanimous consent.***

**Amendment #8** (proposed by Alicia Hughes-Skandijs):

**Section 2. Authorization to Lease. The Manager is authorized to negotiate and execute a lease of tidelands as generally depicted on Exhibit A, subject to the following minimum essential terms and conditions:**

**Lease Amount and Adjustment of Rental.** The annual lease rent for the first five-year period of the term shall be not less than \_\_\_\_\_ plus sales tax. The annual rent due is divided into twelve equal installments due at the beginning of each month. Rent shall accrue on the effective date of this lease. The Manager or designee shall

**March 17, 2025, CBJ Assembly Committee of the Whole Meeting  
(Recap of COW Amendments to Ordinance 2025-22)**

Section N, Item 21.

review and adjust the annual rental payment every fifth year of the lease in accordance with CBJC 53.20.190(d) and CBJC 85.02.060(a)(5);

***Amendment #8 withdrawn by Ms. Hughes-Skandijs.***

**Amendment #9** (proposed by Mayor Beth Weldon):

**Section 2. Authorization to Lease. The Manager is authorized to negotiate and execute a lease of tidelands as generally depicted on Exhibit A, subject to the following minimum essential terms and conditions:**

The dock may only accommodate vessels with no more than 4400-4400 passengers lower berth capacity.

***Yeas: Weldon, Hall, Adkison, Kelly, Hughes-Skandijs,  
Nays: Bryson, Steininger, Woll, Smith  
Amendment #9 passed 5 Yeas : 4 Nay***

**Amendment #10** (proposed by Mayor Beth Weldon):

**Section 2. Authorization to Lease. The Manager is authorized to negotiate and execute a lease of tidelands as generally depicted on Exhibit A, subject to the following minimum essential terms and conditions:**

The seawalk must remain unobstructed by commercial activities, except for special events or activities.

***Amendment #10 passed by unanimous consent.***

**Amendment #11** (proposed by Mayor Beth Weldon):

**Section 2. Authorization to Lease. The Manager is authorized to negotiate and execute a lease of tidelands as generally depicted on Exhibit A, subject to the following minimum essential terms and conditions:**

No rental car facilities, including Turo or other peer-to-peer car rental marketplace services, will be authorized for operation at Aak'w Landing. The applicant will provide a circulator pick up and drop off area for licensed commercial passenger vehicles.

***Amendment #11 passed by unanimous consent.***

**Amendment #12** (proposed by Mayor Beth Weldon):

**Section 2. Authorization to Lease. The Manager is authorized to negotiate and execute a lease of tidelands as generally depicted on Exhibit A, subject to the following minimum essential terms and conditions:**

**March 17, 2025, CBJ Assembly Committee of the Whole Meeting  
(Recap of COW Amendments to Ordinance 2025-22)**

Section N, Item 21.

Huna Totem will be permitted to begin building on city tidelands, while the parties wait for a decision from the state. Once the state **tidelands are conveyed**, the City Manager will negotiate an amendment which encompasses the state tideland area.

***Amendment #12 passed by unanimous consent.***

*Meeting Recap Excerpt provided by Municipal Clerk Beth McEwen, MMC.  
March 18, 2025*

# MEMORANDUM

**DATE:** 1/27/2025

**TO:** Assembly

**FROM:** Emily Wright, City Attorney

**SUBJECT:** 2025-07 Ordinance Summary



155 Heritage Way  
One Sealaska Plaza  
Suite 202  
Juneau, AK 99801  
Phone: (907) 586-5242

Code language for abandoned and wrecked/junk vehicles is currently found in CBJC 36.30 (Litter), 72.02 (Rules of the Road), 72.22 (Penalties and Arrests), 72.23 (Impound), and 72.28 (Definitions). To simplify and clarify for both our department and our community members, the new code moves all language into Chapters 72.23 and 72.28, and appropriately re-titles these Chapters.

The intent of these code revisions is to be able to respond to abandoned, wrecked/junk vehicles more quickly and efficiently, to give more discretion to police officers in criminal cases, to clarify process, and to ensure we are compliant with state law.

This code revision has been a collaborative project with JPD, Parks and Rec, Docks and Harbors, and the Manager’s Office.

Below is a sectional summary for ease of reference.

Sec. 3 – 72.22	Repealed and moved to new sections, so that readers can more easily find the code provisions.
Sec. 4 - Title	Renames this Chapter to encompass all vehicles, not just those involved in driving offenses. This allows us to move language from Title 36 (Litter) into this section.
Sec. 4 - 72.23.010	This section consolidates authority from Title 36 and Chapters 72.02 and 72.23. It establishes the basic authority we have for responding to vehicles. We have added in “presumptions” to clarify when certain things take place. For example, we have added that vehicles with hazardous materials should be disposed of rather than sold due to the risks to the officers, staff, and anyone who would bid if it was put up for auction. We have also added in more options for JPD when they are responding to incidents and making arrests. For example, they can immobilize, rather than tow. This will give officers more discretion, decrease the number of vehicles in the impound lot, decrease towing and storage costs, and decrease CBJ liability for vehicles in our lots.
Sec. 4 - 72.23.020	This language codifies the impound in place and immobilize options. It also takes language that is spread out in code and places it under the correct heading. This section also expands an officer’s options when they arrest; decreasing the number of vehicles which will be taken to the impound lot.
Sec. 4 - 72.23.030	This language moves the immobilization provisions to the correct heading and gives JPD the option to impound by immobilizing – which should decrease the number of vehicles in our impound lot. It also clarifies that if a vehicle that is immobilized is not claimed after 72 hours, the vehicle will be handled like an abandoned vehicle and go through that notice process; this way we have a process to remove these vehicles if an owner does not reclaim the vehicle.
Sec. 4 -72.23.040	This section clarifies the notice requirements under state law. Notice has been a



	complicated piece of the process for many departments. This language attempts to clarify the steps that a department must take. It also distinguishes between abandoned vehicles and wrecked/junked vehicles, which have different timeframes. Law has been asked whether it is possible to shorten the time from impound to disposal. The answer is no. Our timeframes are governed by State law. The fastest we can respond to an abandoned vehicle on public property is 51 days. To get to this number you take, 30 days (abandoned) + 20 days (notice) + dispose immediately (51 days) or add 10 more days for auction (notice). So, your range for an abandoned vehicle is 51-61 days. The fastest we can respond to a wrecked or junked vehicle is 5 days (notice), and if not reclaimed or moved, it can be disposed of at day 6.
Sec. 4 - 72.23.050	This section governs how a vehicle is released back to an owner. It consolidates all release options currently available. We have added that there must be proof of insurance before release, to ensure that vehicles on our roads are insured.
Sec. 4 - 72.23.070	This language lays out how and when fees and costs will be reimbursed. We have added in that fees and costs cannot be reimbursed in suspended entry of judgment (SEJ) or diversion cases. An SEJ or diversion are plea options in criminal cases where a dismissal may ultimately result if a defendant completes certain tasks. We want to clarify that this is not the type of dismissal that would result in fee reimbursement. In addition, we have added in an administrative hearing section for fees and costs, as required by law.
Sec. 4 - 72.23.080	As required by law, we must have a way for owners to appeal fees and costs. This section adds in that process.
Sec. 4 - 72.23.101-104	Repealed and moved to the appropriate section for ease of reading.
Sec. 5 - 72.28.010	Definitions found scattered throughout Chapters 36 and 72 have now all be placed here so they are more easily found.
Sec. 5 - 72.28.020	Penalties language has been moved so they are more easily found. In addition, the total amount has been increased from \$300 to \$500 to match state law.
Sec. 5 - 72.28.030	Regulation authority has been moved here so it is more easily found.
Sec. 6 - 36.30	Repealed and moved into the correct spot in 72.23.
Sec. 7 - 72.02.340	This amendment is simply fixing the cross reference in code.
Sec. 8 - 72.02.345	This amendment provides a cross refence to the new code sections. The deleted language is encompassed by 72.23.
Sec. 9 - 72.23.060	Due to the rules of drafting, this section is somewhat out of order (it is part of code provisions found in Sec.4). This language sets out the disposal options, adds a minimum bid amount for auction, and allows for annual adjustments due to CPI. JPD has found that the current minimum bid of \$300 does not cover costs and often result in the vehicle being bought and then abandoned again, this new number and process will help with the auction process.

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Presented by: The Manager  
Presented: 01/27/2025  
Drafted by: Law Department

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

**Serial No. 2025-07**

**An Ordinance Amending the Procedures and Requirements Related to Abandoned, Junked, Wrecked, and Impounded Vehicles.**

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. Application.** This ordinance shall apply to all vehicles under impound status as of the date of passage.

**Section 3. Repeal of Chapter.** Chapter 72.22, Penalties and arrests, is repealed in its entirety.

**~~Chapter 72.22 — REPEALED PENALTIES AND ARRESTS~~**

**~~72.22.010 Repealed. Penalties.~~**

~~Unless another penalty is expressly provided, every person convicted of a violation of this title is guilty of an infraction, punishable by a fine not to exceed \$300.00.~~

~~(CBJ Code 1970, § 72.22.010; Serial No. 71-59, § 4, 1971; Serial No. 84-80, § 3, 1984; Serial No. 85-56, § 68, 1985)~~

~~**State law reference(s)** — Penalties for violations of law, regulations and municipal ordinances, AS 28.40.050.~~

**~~72.22.045 Repealed. Reserved.~~**

~~Serial No. 2024-09(b), § 4, adopted July 29, 2024, effective August 28, 2024, repealed § 72.14.045, which pertained to traffic citation on illegally parked vehicle and derived from CBJ Code 1970, § 72.22.045; Serial No. 71-59, § 4, adopted 1971.~~

**72.22.060     Repealed. Authority to impound vehicles; redemption or sale;**  
**presumption of abandonment.**

- (a)     ~~Whenever any vehicle is located or is standing upon any street or alley or right of way in violation of the provisions of this title or any rule or regulation adopted thereto, or whenever any vehicle is found to be mechanically unsafe to operate upon any street or alley or right of way, or whenever the driver is arrested for an offense involving either driving under the influence of intoxicating liquor or hypnotic or narcotic drugs, reckless driving, negligent driving or any felony, such vehicle may be removed from the City and Borough streets or alleys and may be impounded at a place to be designated by the chief of police. The police shall, in the proper case and whenever any other provision of this title is violated, cause a complaint to be filed against the person committing such offense. When the owner or authorized representative of the owner of the vehicle claims the same, he or she shall be informed of the nature of the circumstances causing the impoundment of such vehicle and to obtain release thereof shall pay all towing, impoundment and storage charges. Such fees may be established, changed or abolished by the assembly by resolution. If the operator or owner of the vehicle, upon hearing before the municipal judge, is found not guilty of the violation of which he or she is charged, the impounded vehicle shall be released immediately to the owner without collection of fees or other charges, or if such person found not guilty has already paid impoundment towing or storage charges, the court may order the City and Borough to refund part or all of such fees or charges. If the owner or operator of such vehicle is found guilty, any fine imposed under the provisions of the appropriate section of this title shall be in addition to the towing, impounding and storage charges herein prescribed in this section.~~
- (b)     ~~No person shall allow, permit or suffer any vehicle registered in that person's name to stand or park upon or be operated upon any street in this City and Borough in violation of this title or any rule or regulation adopted or issued pursuant thereto.~~
- (c)     ~~Whenever an officer removes or has removed a vehicle from a street as authorized in this section and the officer knows or is able to ascertain from the registration records in the vehicle the name and address of the owner thereof, such officer shall immediately give or cause to be given notice in writing to such owner of the fact of such removal and~~

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2 the reasons therefor and of the place to which such vehicle has been removed. If any  
3 such vehicle is stored in a public garage, a copy of such notice shall be given to the  
4 proprietor of such garage.

5 (d) After a vehicle has been impounded for more than ten days, the chief of police shall  
6 cause to be sent by registered mail a notice to the owner and any lienholder thereof, if  
7 after the exercise of due diligence the owner's or lienholder's name can be ascertained.  
8 The notice shall accurately describe the vehicle, give the date the vehicle was  
9 impounded, and inform the owner that unless the owner reclaims the vehicle within ten  
10 days from the dispatch thereof, the vehicle shall be sold. Not less than 15 days after the  
11 dispatch of the letter, if the letter can be sent, and in any event if such letter cannot be  
12 sent, the chief of police shall cause to be posted in three public places in the City and  
13 Borough a description of the vehicle, the owner's name, if known, and state the facts  
14 that the vehicle and other similar vehicles similarly described will be sold at public  
15 auction to the highest responsible bidder at a public sale under the direction of the chief  
16 of police or a contractor at a specified time and place, not less than ten days after the  
17 publication of the notice of sale. The chief of police shall keep a permanent accurate  
18 record of all vehicles impounded containing the date of impoundment, description of the  
19 vehicle, cause for which impounded, date of redemption if redeemed, an amount paid  
20 upon redemption, date of letter to owner if known, notice of sale, record of sale and the  
21 price paid at sale and the name of the purchaser.

22 (e) If the highest bid at public auction shall not be equal to or greater than the towing and  
23 storage charges, the City and Borough may reject the bid and attempt to sell the vehicle  
24 at subsequent public auction or negotiate for private sale; provided, however, the price  
25 obtained at private sale must be equal to or greater than the highest bid at public  
26 auction.

27 (f) The proceeds of a sale of any impounded vehicle shall be applied first against any and  
28 all costs of the City and Borough involved in towing, impounding and storing the  
29 vehicle, and in conducting any sale thereof, with any remaining proceeds paid first to  
30 the lienholder if known, to the extent of the lienholder's interest if any, then to the  
31 owner if known, or if unknown into the operating fund of the police department.

(g) ~~Notwithstanding any other provisions of this section, whenever any vehicle located or standing upon any street or alley or right of way is or has been involved in an accident resulting in personal injury or property damage in an amount of \$500.00 or more as judged by a police officer, such vehicle may be removed from the streets and impounded by the police department for a period not to exceed five days for the purpose of having the vehicle inspected by a competent mechanic to determine whether the vehicle is mechanically safe. The expense of this type of inspection impoundment shall be borne by the City and Borough.~~

(h) ~~If a vehicle qualifies for impound, the manager, the manager's designee, or an employee of the Juneau Police Department may impound a vehicle in place and proceed with the notice and disposal process.~~

~~(CBJ Code 1970, § 72.22.060; Serial No. 71-59, § 4, 1971; Serial No. 2000-20, § 5, 6-5-2000; Serial No. 2023-38, § 2, 11-13-2023, eff. 12-14-2023)~~

~~**State Law reference**— Abandoned vehicles, AS 28.11.010 et seq.; forfeiture of vehicle or aircraft, AS 28.35.036 et seq.~~

**72.22.063     Repealed. Vehicle immobilization.**

(a) ~~The chief of police may, subject to the limitations contained in this section, authorize the immobilization of any motor vehicle by the use of a vehicle immobilization device which, when attached to the wheel or other part of a motor vehicle, prevents that vehicle from being driven.~~

(b) ~~No vehicle may be immobilized pursuant to this section unless there has been affixed to that or any other vehicle owned by the same person, or that person has otherwise been issued, at least two municipal parking citations and has, with respect to each such citation, failed, within the time permitted by law, to:~~

- ~~(1) Post or forfeit the bail specified for that offense; or~~
- ~~(2) Appear and answer to the charge.~~

(c) ~~The owner or operator of a vehicle immobilized pursuant to this section may obtain its release by:~~

- ~~(1) Posting bail for each of the parking citations outstanding against the owner; and~~
- ~~(2) Paying the release service fee established by the chief of police.~~

(d) ~~A vehicle immobilized pursuant to this section may not be the subject of further parking citations during the period of immobilization.~~

(e) ~~If a vehicle immobilized pursuant to this section is not released within 24 hours, it may be impounded and shall thereafter be released only upon the posting of bail and payment of the service fee required under subsection (c) of this section and compliance by the owner or operator with section 72.22.060.~~

~~It is unlawful for a person to purposely or recklessly and without authority tamper with, remove, attempt to remove, damage or deface any vehicle immobilization device attached to any vehicle.~~

~~(Serial No. 80-13, § 2, 1980; Serial No. 81-13, § 2, 1981)~~

**72.22.065     Repealed. Authority to effect regulations.**

~~The chief of police is hereby empowered, with approval of the assembly, to make all necessary regulations pursuant to CBJ chapter 01.60 to affect all provisions of this title.~~

~~(CBJ Code 1970, § 72.22.065; Serial No. 71-59, § 4, 1971)~~

**Section 4.    Amendment of Chapter.** Chapter 72.23, Impoundment or forfeiture of motor vehicles involved in driving offenses, is renamed and amended by adding new sections to read:

**Chapter 72.23     IMPOUNDMENT, IMMOBILIZATION, REMOVAL, AND DISPOSAL OF VEHICLES**  
**~~IMPOUNDMENT OR FORFEITURE OF MOTOR VEHICLES INVOLVED IN DRIVING OFFENSES~~**

**72.23.010    Authority and presumptions.**

(a)    Authority.

(1)    No person may stop, park, or leave standing a vehicle in violation of statute, ordinance, or regulation.

(2)    No person may deposit or maintain an abandoned, junked, or wrecked vehicle on any street, sidewalk, recreation area, open space, or other public property, or on any private property other than permitted in a lawful junkyard pursuant to Title 49 of this Code.

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- 2       (3)     If a vehicle qualifies for impound, the manager, the manager's designee, or a
- 3             police officer of the Juneau Police Department may choose to impound the
- 4             vehicle in place or impound and remove the vehicle to a storage yard.
- 5       (4)     A vehicle used in an impoundment driving offense or crime may be impounded
- 6             and removed, impounded in place, or immobilized through a seizure of the
- 7             vehicle incident to an arrest or citation.
- 8       (5)     A police officer may not stop a vehicle for the sole purpose of determining
- 9             whether the driver is properly licensed.
- 10       (6)     The disposal process for vehicles will comply with AS 28.11.040 and AS
- 11             28.11.070.
- 12       (b)     *Presumption of abandonment.*
- 13             (1)     A vehicle registered or titled that reasonably appears to have been left
- 14             unattended, standing, parked upon or within 10 feet of the traveled portion of a
- 15             highway or vehicular way or area in excess of 48 hours, or a vehicle that
- 16             reasonably appears to have been left standing or parked on private property in
- 17             excess of 24 hours or upon other public property for more than 30 days and
- 18             without the consent of the owner or person in charge of the property is presumed
- 19             abandoned.
- 20             (2)     A wrecked or junked vehicle that reasonably appears to have been left
- 21             unattended, standing, parked upon or within 10 feet of the traveled portion of a
- 22             highway or vehicular way or area in excess of 24 hours, or a wrecked or junked
- 23             vehicle that reasonably appears to have been left standing or parked on private
- 24             property or other public property in excess of 24 hours and without the consent of
- 25             the owner or person in charge of the property is presumed abandoned.
- (c)     *Presumption of ownership.* A vehicle deposited in any place in violation of code is
- considered to have been so deposited by the last registered owner of the vehicle unless
- the last registered owner has filed a notice of transfer or assignment in accordance with
- AS 28.10.271, in which case proof of the filing of the notice shall constitute prima facie
- evidence that the transferee named in the notice was the person who deposited the
- junked or abandoned vehicle in violation of this section.

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- 2 (d) Presumption in driving offense cases. It shall be presumed that a vehicle operated by,
- 3 driven by, or in the physical control of an individual arrested for or charged with a
- 4 driving offense is being operated by either the vehicle's registered owner or is being
- 5 operated by another person with the knowledge and consent of the registered owner.
- 6 (e) Presumption in criminal cases. A motor vehicle that is operated, driven, or in actual
- 7 physical control of an individual arrested for or charged with a crime may be impounded
- 8 to preserve any evidence that may be necessary for trial.
- 9 (f) Presumption of auction. In the following situations, after providing required notice, the
- 10 presumption is that the vehicle will be auctioned rather than being removed to a scrap
- 11 processing yard or auto wrecker for disposal:
- 12 (1) The vehicle is safe to operate and has no major body damage; and
- 13 (2) The Kelly Blue Book value is listed at \$1,000.00 or more.
- 14 (g) Presumption of disposal. In the following situations, after providing required notice, the
- 15 presumption is that the vehicle will be removed to a scrap processing yard or auto
- 16 wrecker for disposal rather than being placed for auction:
- 17 (1) The vehicle is junked or wrecked as defined in CBJ 72.28.010; or
- 18 (2) A vehicle poses a hazard due to presence of blood, bodily fluids, standing water,
- 19 contagion, or other hazardous materials; or
- 20 (3) A vehicle is determined to be worth less than \$1,000.00; or
- 21 (4) The vehicle has previously been subject to an auction under this Chapter; or
- 22 (5) A vehicle is unsafe to drive due missing parts, or damage to the motor, engine,
- 23 transmission, brakes, steering, suspension, or body of the vehicle.
- 24 (h) Impound options. A police officer, the manager, or the manager's designee may:
- 25 (1) Impound and remove a vehicle to an impound lot for storage; or
- (2) Impound in place by ensuring the vehicle is in a safe location and by placing  
notice of impound on the vehicle.
- (i) Immobilization options. A police officer may immobilize a vehicle in association with a  
criminal arrest or citation for impoundment driving offenses. If an immobilized vehicle  
is not released within 72 hours, the manager or the manager's designee may deem the  
vehicle abandoned and proceed with notice and disposal. A vehicle may be released from  
immobilization per CBJ 73.23.050.



(i) Exceptions to impound.

- (1) If a driver is unable to produce a valid driver's license on the demand of a police officer, the vehicle may be impounded regardless of ownership, unless the police officer is able, by other means, to verify that the driver is properly licensed. Prior to impounding a vehicle, an officer shall attempt to verify the license status of a driver who claims to be properly licensed but is unable to produce the license on demand of the police officer.
- (2) A police officer may not impound a vehicle based on expiration of the driver's license if the license expired within the preceding 90 days and the driver would otherwise have been properly licensed.
- (3) A police officer, the manager, or the manager's designee may waive impoundment of the vehicle if the driver is an employee driving a vehicle registered to an employer in the course of employment. A police officer may also waive impoundment if the driver is the employee of a bona fide business establishment or is a person otherwise controlled by such an establishment and it reasonably appears that an owner of the vehicle, or an agent of the owner, relinquished possession of the vehicle to the business establishment solely for servicing or parking of the vehicle or other reasonably similar situations, and where the vehicle was not to be driven except as directly necessary to accomplish that business purpose. In this event, if the vehicle can be returned to or be retrieved by the business establishment or registered owner, the police officer may release and not impound the vehicle.
- (4) A police officer, the manager, or the manager's designee may waive impoundment in other circumstances clearly establishing that the owner of the vehicle had no cause to believe, or reasonable opportunity to inquire, whether the driver would commit an impoundment driving offense.
- (5) A police officer, the manager, or the manager's designee may waive impoundment if a licensed driver is available to take possession of the vehicle within 72 hours, the vehicle may be parked in a safe location, and the key is secured until a licensed driver arrives. The officer may store the keys at the police department for safekeeping or may allow the driver of the vehicle to

designate where the keys to the vehicle are placed for safekeeping. The driver of the vehicle is responsible for notifying a licensed driver of the need to take possession of the vehicle within 72 hours. If not taken into possession and moved within 72 hours, the vehicle may be subject to impound.

- (6) A police officer, the manager, or the manager’s designee may waive impoundment if the vehicle is left standing or parked more than the time specified in Title 72, but the owner or driver of the vehicle has given notice to the police department, specifying the circumstances which require excess of the time specified and any provisions the owner or driver is making to remove the vehicle.

**72.23.020 Impound of vehicles.**

- (a) A police officer, the manager, or the manager’s designee may impound and remove or impound in place a vehicle that is in violation of the provisions of statute, ordinance, or regulation.
- (b) Removal of a wrecked, junked, or abandoned vehicle from private property shall be upon the written request of the owner or person in lawful possession or control of the property.
- (c) When a police officer arrests the driver of a motor vehicle, the officer shall impound and remove, impound in place, or immobilize the vehicle as designated by the chief of police. The officer shall inform the driver that they may elect to have another immediately available person who is legally licensed to drive a motor vehicle drive or otherwise remove the vehicle as the driver directs. The driver may designate the nearest available garage or tow car operator of the driver's choosing to remove the vehicle. The exceptions to impound under 72.23.010(j) may be applied at the discretion of the police officer.
- (d) When a vehicle is impounded and removed to the impound lot, or immobilized, the owner or driver may claim the vehicle per CBJ 72.23.050.

**72.23.030 Vehicle immobilization.**

- (a) A police officer, the manager, or the manager’s designee may authorize the immobilization of a vehicle as part of a criminal arrest using a vehicle immobilization device which, when attached to the wheel or other part of a motor vehicle, prevents that vehicle from being driven.

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- 2 (b) The owner or operator of a vehicle immobilized pursuant to this section may obtain its
- 3 release by complying with the terms of CBJ 73.23.050.
- 4 (c) A vehicle immobilized may not be the subject of parking citations during the period of
- 5 immobilization.
- 6 (d) If an immobilized vehicle is not released within 72 hours, the manager or the manager's
- 7 designee may deem the vehicle abandoned and proceed with notice and disposal.
- 8 (e) It is unlawful for a person to purposely or recklessly and without authority tamper with,
- 9 remove, attempt to remove, damage, or deface any vehicle immobilization device
- 10 attached to any vehicle.

11 **72.23.040 Notice requirements.**

- 12 (a) Abandoned vehicles.
- 13 (1) A written report of impoundment shall be made by the police officer, the
- 14 manager, or the manager's designee. The report shall be sent immediately to the
- 15 department of motor vehicles and a copy of the report shall be given to the
- 16 person who stores the property. The report must describe the vehicle, the date,
- 17 time, and place of removal, the grounds for removal, and the place of
- 18 impoundment of the vehicle.
- 19 (2) Adequate notice of impoundment and procedures for redemption of a vehicle
- 20 shall be given to registered owners of vehicles and other persons known to have a
- 21 legal interest in them. Adequate notice shall consist of a certified letter or
- 22 personal service, when the persons involved are known, or publication for ten
- 23 days if such persons are not known. The notice shall contain:
- 24 1. A description of the vehicle,
- 25 2. The date, time, and place of impound;
3. The current location of the vehicle;
4. An itemized statement of amounts due the municipality for towing
- and storage and stating that such fees and costs must be paid prior
- to redemption of the vehicle;
5. A statement that the owner may appeal the impoundment fees and
- costs by making a request in writing within 20 days from the date
- of mailing or publication of the notice; and

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- 2                   6.       A statement that unless the vehicle is reclaimed within 20 days
- 3                               from the date of mailing or publication of the notice, the vehicle
- 4                               and its contents may be disposed of per CBJ 73.23.060.
- 5       (3)       Title to the vehicle will vest with the city and borough on the 21<sup>st</sup> day from the
- 6                   notice given.
- 7       (b)       Wrecked or junked vehicles.
- 8               (1)       Upon observation of what appears to be a wrecked or junked vehicle, a police
- 9                   officer, the manager, or the manager's designee may impound the vehicle.
- 10              (2)       A written report of impoundment shall be made by the police officer, the
- 11                   manager, or the manager's designee. The report shall be sent immediately to the
- 12                   department of motor vehicles. The report must describe the vehicle, the date, the
- 13                   time, the grounds for impound, and the place of impoundment of the vehicle.
- 14              (3)       The police officer, the manager, or the manager's designee shall give written
- 15                   notice by personal service or certified mail to the vehicle owner of record as well
- 16                   as by notice affixed to the vehicle, when the persons involved are known. Notice
- 17                   affixed to the vehicle shall suffice for subsequent disposal if such persons are not
- 18                   known.
- 19              (4)       The notice shall contain the street address and other information sufficient to
- 20                   identify the location of the vehicle, a statement that the vehicle constitutes a
- 21                   public nuisance, a statement that if the vehicle is not claimed and removed
- 22                   within five days from issuance of the notice, the vehicle will be disposed of per
- 23                   CBJ 73.23.060; and a statement that, if the owner can show ability and
- 24                   willingness to make the repairs necessary to convert the junked vehicle into an
- 25                   operable vehicle, application may be made at any time before the five days have
- expired for a 30-day waiver to make the necessary repairs.
- (c)       If a vehicle can be considered both abandoned and wrecked or junked, the vehicle may
- be disposed of under either subsection (a) or (b) above.
- 72.23.050       Release of vehicle.**
- (a)       The vehicle shall be released to the registered owner upon presentation of a release
- authorization issued by the police department.
- (b)       A release shall not be granted unless the owner:

- (1) Can provide proof of ownership or a legal right to possess the vehicle; and
- (2) Can provide current proof of insurance; and
- (3) Is not intoxicated; and
- (4) Pays all towing and storage fees.
- (c) An owner who presents satisfactory proof of ownership or right to possession may redeem a vehicle at any time before destruction or auction by paying the charges of towing, storage, notice, other cost of impoundment, and any applicable penalty imposed by law.

**72.23.070 Reimbursement of impound fees and costs.**

Fees and costs may be reimbursed by the City and Borough if:

- (a) All charges related to the impoundment are dismissed, except in diversion or Suspended Entry of Judgment (SEJ) cases, or the driver is acquitted;
- (b) A showing that the owner of the vehicle has a valid driver's license, valid registration, and proof of insurance;
- (c) Fees and costs may be reimbursed by the city and borough if the chief of police finds there were facts which would have justified a decision by the officer to waive impoundment; a finding by the chief shall not be construed to mean that the officer knew or should have known such facts; or
- (d) A hearing officer determines that fees and costs should be reimbursed under CBJ 72.23.080.

**72.23.080 Administrative hearing.**

An owner and any lienholder of a vehicle impounded under this chapter shall be entitled to an administrative hearing regarding fees and costs. An owner and any lienholder may request a hearing, in writing, within 20 days from the date of mailing or publication of the notice. Hearings shall be informal and technical rules of evidence do not apply. A person who requests a hearing may retain an attorney if the person desires. The hearing officer shall be appointed by the manager. Proceedings of the hearing shall be recorded. The hearing officer has full discretion to decide the matters and shall state on the record the evidence relied on and the reasons for the officer's determination.

...

**72.23.101 Repealed. Presumptions; vehicle impoundment.**

- (a) ~~It shall be presumed that a vehicle operated by or driven by or in the actual physical control of an individual arrested for or charged with an impoundment driving offense has been so operated by the registered owners thereof or has been operated by another person with the knowledge and consent of the registered owners.~~
- (b) ~~A vehicle used in the alleged impoundment driving offense may be impounded through a seizure of the vehicle incident to an arrest or citation subject to subsection (d).~~
- (c) ~~A police officer shall not stop a vehicle for the sole purpose of determining whether the driver is properly licensed.~~
- (d) ~~Confirmation and mitigation.~~
- (1) ~~If a driver is unable to produce a valid driver's license on the demand of a police officer, the vehicle may be impounded regardless of ownership, unless the police officer is reasonably able, by other means, to verify that the driver is properly licensed. Prior to impounding a vehicle, a police officer shall attempt to verify the license status of a driver who claims to be properly licensed but is unable to produce the license on demand of the police officer.~~
- (2) ~~A police officer shall not impound a vehicle based on expiration of the driver's license if the license expired within the preceding 90 days and the driver would otherwise have been properly licensed.~~
- (3) ~~A police officer may waive impoundment of the vehicle if the driver is an employee driving a vehicle registered to the employer in the course of employment. A police officer may also waive impoundment if the driver is the employee of a bona fide business establishment or is a person otherwise controlled by such an establishment and it reasonably appears that an owner of the vehicle, or an agent of the owner, relinquished possession of the vehicle to the business establishment solely for servicing or parking of the vehicle or other reasonably similar situations, and where the vehicle was not to be driven except as directly necessary to accomplish that business purpose. In this event, if the vehicle can be returned to or be retrieved by the business establishment or registered owner, the police officer may release and not impound the vehicle.~~
- (4) ~~A police officer may waive impoundment in other circumstances clearly establishing that the owner of the vehicle had no cause to believe or reasonable~~

~~opportunity to inquire whether the driver would commit an impoundment driving offense. Impoundment may not be waived under this subsection (4) if the owner and the driver are married, members of the same household, or both in the vehicle at the time of the stop.~~

~~(Serial No. 2003-22, § 4, 6-9-2003; Serial No. 2019-33, § 13, 9-16-2019, eff. 10-17-2019)~~

**72.23.102     Repealed. Storage of vehicle, payment of fees, release.**

- ~~(a)     The police officer shall arrange for a vehicle impounded under this chapter to be taken to and stored at a commercial vehicle storage service.~~
- ~~(b)     The vehicle storage service shall release the vehicle to the registered owner upon presentation of a release authorization issued by the police department.~~
- ~~(c)     The police department shall issue a release authorization upon request on the first business day 72 hours after the vehicle was impounded. A release shall not be granted unless the owner:
  - ~~(1)     Can provide proof of ownership or a legal right to possess the vehicle; and~~
  - ~~(2)     Is not intoxicated; and~~
  - ~~(3)     Pays an administrative charge to offset the city's processing costs.~~~~
- ~~(d)     Vehicles ordered impounded under this section and which are not claimed may be disposed of pursuant to the provisions of AS 28.10.502. If the contents of the vehicle have not been recovered before such disposal, the contents may be disposed of with the vehicle.~~
- ~~(e)     The owner shall be liable for payment of all towing and storage fees to the commercial towing and storage service.~~

~~(Serial No. 2003-22, § 4, 6-9-2003)~~

**72.23.103     Repealed. Reimbursement of impound fees.**

~~Fees under section 72.23.102(c) and (e) may be reimbursed by the City and Borough if:~~

- ~~(a)     All charges related to the impoundment are dismissed or the driver is acquitted, or~~
- ~~(b)     The chief of police finds there were facts which would have justified a decision by the officer under section 72.23.10(d) to waive impoundment. A finding under this subsection (b) shall not by itself be construed to mean that the officer knew or should have known such facts.~~

(Serial No. 2003-22, § 4, 6-9-2003)

**72.23.104     Repealed. Definitions.**

The following definitions shall apply to this article:

~~*Business day* means a day other than Saturday, Sunday, or a City and Borough holiday.~~

~~*Impoundment driving offense* means CBJ 72.10.010 or AS 28.35.030, pertaining to driving while intoxicated, or CBJ 72.10.012 or AS 28.35.032, pertaining to refusal to submit to chemical test, or CBJ 72.10.028 pertaining to driving without a valid operator's license.~~

~~*Previously convicted or previous conviction* means having been convicted in this or another jurisdiction within 15 years preceding the date of the present offense, of a drunk driving offense or another statute or ordinance with substantially similar elements.~~

~~*Registered owner or owner* means the owner of the vehicle at the time of the offense as shown in the vehicle ownership records of the State of Alaska, Division of Motor Vehicles or another agency with similar responsibilities in another state.~~

(Serial No. 2003-22, § 4, 6-9-2003; Serial No. 2019-33, § 13, 9-16-2019, eff. 10-17-2019)

**Section 5.     Amendment of Chapter.** Chapter 72.28, Definitions, is renamed and amended to read:

**Chapter 72.28     DEFINITIONS, PENALTIES, AND REGULATIONS**

**72.28.010     Definitions of words and phrases.**

The following words and phrases, when used in this title, shall have the meaning respectively ascribed to them in this section, unless the context clearly indicates otherwise. Words or phrases used but not defined in this title which are defined in state laws or regulations pertaining to the operation of vehicles shall have the meaning ascribed to them by such state law or regulation, unless the context clearly indicates otherwise.

*Abandoned vehicle* means:

- (1)     A vehicle registered or titled that reasonably appears to have been left unattended, standing, parked upon, or within 10 feet of the traveled portion of a highway or vehicular way or area in excess of 48 hours, or a vehicle that reasonably appears to have been left standing or parked on private property in excess of 24 hours or upon other public property for more than 30 days without the consent of the owner or person in charge of the property. A privately owned



~~vehicle which is left standing on a highway or other public property in the City and Borough for a continuous period of 72 hours or more, or is left standing on private property without the permission of the owner or legal occupant of the property for a continuous period of 24 hours or more. The term also includes a vehicle that is not removed within the time specified to a police officer as provided in subsection (2) of this definition.~~

Business day means a day other than Saturday, Sunday, or a city and borough holiday.

Impoundment driving offense means CBJ 72.10.010, pertaining to driving while intoxicated, or CBJ 72.10.012, pertaining to refusal to submit to chemical test, or CBJ 72.10.028, pertaining to driving without a valid operator's license.

Junked vehicle means a vehicle:

- (1) which has not been registered for a period of one year or more prior to impoundment, except:
  - (A) for a vehicle not currently registered under AS 28.10 and used exclusively for competitive racing; or
  - (B) a vehicle whose registration expired while being held in an impound lot;
- (2) that is stripped, wrecked, or otherwise inoperable due to mechanical failure;
- (3) that has not been repaired because of mechanical difficulties or because the cost of repairs required to make it operable exceeds the fair market value of the vehicle; or
- (4) that is in a condition that exhibits more than one of the following elements:
  - (A) broken glass;
  - (B) missing wheels or tires;
  - (C) missing body panels or parts; or
  - (D) missing drive train parts.
- (5) that has been previously declared a wreck or reconstructed on title.

Previously convicted or previous conviction means having been convicted in this or another jurisdiction within 15 years preceding the date of the present offense, of a drunk driving offense, or another statute or ordinance with substantially similar elements.

Registered owner or owner means the owner of the vehicle at the time of the offense as shown in the vehicle ownership records of the State of Alaska, Division of Motor Vehicles or another agency with similar responsibilities in another state.

Wrecked vehicle means a vehicle that is disabled and cannot be used as a vehicle without substantial repair or reconstruction.

**72.28.020 Penalties.**

Unless another penalty is expressly provided, every person convicted of a violation of this chapter is guilty of an infraction, punishable by a fine not to exceed \$500.00. Upon a conviction under this Chapter, the city and borough may have up to 90 days to file a motion for restitution for fees and costs incurred.

**72.28.030 Authority to effect regulations.**

The manager or manager’s designee is empowered, with approval of the assembly, to make all necessary regulations pursuant to CBJ chapter 01.60 to affect all provisions of this title.

**Section 6. Repeal of Section.** CBJC 36.30.230, Abandoned and junked vehicles, is repealed in its entirety.

**36.30.230 Repealed. Abandoned and junked vehicles.**

- ~~(a) No person may deposit or maintain a junked or abandoned vehicle on any private property or on any street, sidewalk, recreation area, open space, or other public property. It shall be a defense to a charge under this section that the vehicle was located within a permanent structure or on property lawfully used as a junkyard pursuant to title 49 of this Code.~~
- ~~(b) A junked or abandoned vehicle deposited in any place in violation of this section is considered to have been so deposited by the last registered owner of the vehicle unless the last registered owner has filed a notice of transfer or assignment in accordance with AS 28.10.271, in which case proof of the filing of the notice shall constitute prima facie evidence that the transferee named in the notice was the person who deposited the junked or abandoned vehicle in violation of this section.~~
- ~~(c) A transferor or assignor of a vehicle who fails to file a notice as provided in AS 28.10.271, within ten days of the transfer or assignment, shall be guilty of an infraction.~~

- (d) ~~Violation of subsection (a) or subsection (c) of this section is an infraction, upon conviction of which the court shall impose a minimum fine of \$295.00. The execution of sentence may not be suspended nor may probation be granted except on condition that the minimum fine provided in this section is paid. Imposition of sentence may not be suspended.~~
- (e) ~~Upon a conviction under subsection (a) of this section, the court shall order the defendant to make restitution for the actual costs incurred by the City and Borough for disposal of the vehicle.~~
- (f) ~~If a vehicle qualifies for impound, the manager or the manager's designee may impound a vehicle in place and proceed with the notice and disposal process.~~
- ~~(Serial No. 79-53, § 3, 1979; Serial No. 2000-20, § 4, 6-5-2000; Serial No. 2023-38, 11-13-2023, eff. 12-14-2023)~~

**Section 7. Amendment of Section.** CBJC 72.02.340, Stopping, standing or parking on highway and in other locations, is amended to read:

**72.02.340 Stopping, standing, or parking on highway and in other locations.**

...

- (b) This section and section 72.02.365 do not apply to the driver of a vehicle performing an official duty which requires stopping, standing, or parking upon or within eight feet of a roadway or to the driver of a vehicle which is disabled in a manner and to an extent that it is impossible to avoid stopping and temporarily leaving the vehicle upon or within eight feet of roadway. The driver of a disabled vehicle shall comply with the requirements of section 72.23.010(e) ~~72.02.345~~.

...

**Section 8. Amendment of Section.** CBJC 72.02.345, Officers authorized to remove vehicles, is amended to read:

**72.02.345 Officers authorized to remove vehicles.**

- (a) If a vehicle is in violation of the provisions of sections 72.02.340 through 72.02.372~~3~~, or is left on a roadway or under circumstances which obstruct the normal movement of traffic, a police officer may move the vehicle, or require the driver or other person in

charge of the vehicle to move the vehicle to a position off the roadway or to a safe place on the roadway-, or when necessary.

(b) A police officer may impound in place, impound and remove to a place of safety, or immobilize a vehicle ~~which under the provisions of Chapter 72.23.~~

- (1) ~~Is found in the state and which has been previously reported stolen or taken without the owner's consent;~~
- (2) ~~Is found or operated on a highway or ferry facility without license plates or other evidence of registration or which evidence is false with respect to that vehicle;~~
- (3) ~~Is found or presumed to be abandoned as provided in AS 28.11.020, except that a vehicle is not considered abandoned if left standing or parked in excess of the time specified in AS 28.11.020 when the owner or driver of the vehicle has given notice to a municipal police department, if the vehicle is located within a municipality, or to the nearest office of the Alaska State Troopers, specifying the circumstances which require standing or parking in excess of the time specified in AS 28.11.020, and the provisions the owner or driver is making to remove the vehicle; or~~
- (4) ~~Is found to be in violation of subsection 72.02.340(d)(1)(K) upon a state-controlled or state-designated parking area.~~

(e) ~~When a police officer arrests and detains the driver of a motor vehicle, the officer shall impound and remove the vehicle to a place of safety; however, the officer shall inform the driver that the driver may elect to have another immediately available person, who is legally licensed to drive a motor vehicle, drive or otherwise remove the vehicle as the driver directs. The driver may designate the nearest available garage or tow car operator of the driver's choosing to remove the vehicle. If the driver does not so indicate, the officer shall make the arrangements necessary to remove the vehicle.~~

(d) ~~When a vehicle is impounded, it may be impounded in place or removed from a highway or elsewhere at the discretion of a police officer. A vehicle removed shall be removed to a place of safety. The owner or driver may claim the vehicle by securing a written release for it from the police officer or agency ordering its impound or removal. A vehicle legally removed or impounded may not be released to the owner, nor may the owner secure its~~

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2 use until the release for it is certified by the officer or agency directing its removal. The  
3 expense for the removal and storage must be paid by the owner or driver of the vehicle.  
4 (CBJ Code 1970, § 72.02.345; Serial No. 71-66, § 4, 1971; Serial No. 2023-38, 11-13-2023, eff.  
5 12-14-2023)

6 **Section 9. Amendment of Section.** CBJC 72.23.100, Vehicle impoundment; public  
7 nuisance, is amended to read:

8 **72.23.060100 Disposal of vehicles. ~~Vehicle impoundment; public nuisance.~~**

- 9 (a) Upon satisfaction of the notice and reporting requirements, an abandoned, wrecked, or  
10 junked vehicle may be disposed of by removal to a scrap processing yard or auto wrecker  
11 or may be sold at public auction.  
12 (1) For a vehicle which will be sold at auction, after issuing the 20 day notice and  
13 having no response from the owner or lien holder, the vehicle may be sold at  
14 auction no sooner than 10 days after the 20<sup>th</sup> day.  
15 (2) For a vehicle which will be disposed of removal to a scrap processing yard or auto  
16 wrecker, after issuing the 20 day notice for an abandoned vehicle or posting a 5  
17 day notice for a wrecked or junked vehicle, the vehicle may be immediately  
18 disposed of.  
19 (b) If the contents of the vehicle have not been recovered before such disposal, the contents  
20 may be disposed of with the vehicle.  
21 (c) The minimum bid at auction will be no less than \$1,000.00, which represents  
22 administrative, towing, and storage costs to the city and borough. This amount will be  
23 equal to the previous fiscal year's cost and adjusted by the Consumer Price Index –  
24 Urban Alaska (CPI) as reported by the Alaska Department of Labor and Workforce  
25 Development.  
(e) The proceeds of a sale of any impounded vehicle shall be applied first against any and  
all administrative costs, towing and storage fees, and costs of conducting the sale, with  
any remaining proceeds paid first to the lienholder if known, to the extent of the  
lienholder's interest if any, then to the owner if known, or if unknown, into the  
operating fund of the appropriate department.

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~~A motor vehicle that is operated, driven, or in actual physical control of an individual arrested for or charged with an impoundment driving offense may be impounded by the City and Borough for 72 hours in accordance with this chapter. The purpose of the impoundment is to preserve any evidence that may be necessary for trial, to protect the public by removing public nuisances from the roads and deterring drivers from drinking and from operating vehicles in violation of license restrictions. A vehicle operated in the course of the commission of an impoundment driving offense is declared to be a public nuisance for which the registered owners shall be legally responsible subject only to defenses set forth by law.~~

~~(Serial No. 2003 22, § 4, 6 9 2003; Serial No. 2019 33, § 13, 9 16 2019, eff. 10 17 2019)~~

**Section 10. Effective Date.** This ordinance shall be effective 30 days after its adoption.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

Attest:

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

Presented by: The Manager  
Presented: 2/24/2025  
Drafted by: Law Department

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2025-11

An Ordinance Amending CBJC 75.01.210, Thawing and Other  
Miscellaneous Charges, Related to the Water Utility Code.

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

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

**Section 2. Amendment of Section.** CBJC 75.01.210, Thawing and other miscellaneous charges, is amended to read:

**75.01.210 ~~Thawing and other miscellaneous~~ Miscellaneous charges.**

The water utility may, but is not required to, provide ~~thawing and~~ other services on a time-available basis. The fee for such services shall be the actual cost to the municipality to perform the work plus a ten percent administrative fee. ~~For thawing service, the customer shall pay all costs of thawing to the main.~~ Except in an emergency which the water utility determines may threaten the property of the water utility or poses a substantial threat to the health, safety or welfare of a customer, these services shall be scheduled and performed during regular working hours on a first-come, first-served basis.

(Serial No. 87-40, § 16, 1987)

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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Attest:

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Beth A. Weldon, Mayor

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





Engineering and Public Works Department  
155 Heritage Way  
Juneau, Alaska 99801  
Telephone: 586-0800 Facsimile: 586-4565

DATE: February 24, 2025

TO: Alicia Hughes-Skandijs, Chair  
Public Works and Facilities Committee

THROUGH: Denise Koch, Engineering and Public Works Director

FROM: Brian McGuire, Utilities Superintendent

SUBJECT: Request for Code Revision – Removal of Thawing Services to Reflect Current Practices

In 2011, CBJ Water Utilities decommissioned its thaw unit after determining that repairs and replacement costs were prohibitive. Previously, CBJ offered thawing services to customers for their service lines on private property for a nominal fee; however, given the high operating and maintenance costs, the program was discontinued upon the unit's decommissioning.

Since thawing services for private property are not a core function of the Utility and are provided by local plumbers, the Utility was comfortable discontinuing this service, especially considering budget constraints. It has now been nearly 15 years since thawing services were last provided.

As part of a general housekeeping effort, we request that the section of the code referencing thawing services, currently under 75.01.210 "Thawing and Other Miscellaneous Charges," be amended to simply read 75.01.210 "Miscellaneous Charges." With minor edits to the section of code to remove references to thawing. This revision would reflect the discontinuation of the thawing service and would improve operational clarity and would ensure that the code remains up to date with current and relevant practices.

**Action Requested**  
Staff requests the revisions to City Code Chapter 75.01.210 – THAWING AND OTHER MISCELLANEOUS CHARGES be forwarded to the full Assembly for approval.

**Attachment:**  
*Ordinance 2025-11 vPWFC (Amendment of 75.01.210 Thawing)*

Presented by: The Manager  
Introduced: 2/3/2025  
Drafted by: Birch Horton

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Ordinance Serial No. 2025-15

**An Ordinance Amending the Title 49 Land Use Code Relating to Rules of Construction, Permits, Equivalent Use Determinations, Determination of Minor Versus Major Developments, Accessory Dwelling Units, Caretaker Units, and Transition Zones.**

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 Title.** Title 49, Land Use, is amended to read:

**TITLE 49 LAND USE**

...

**49.05.140 Rules of construction. Interpretation.**

(a) General interpretation.

(1) All words, terms, and provisions in this title shall be interpreted in a manner consistent with the purpose and intent set out in CBJC 49.05.100.

(2) The director has authority to determine the interpretation or usage of terms used in this title, subject to appeal pursuant to the provisions of chapter 49.20.

(b) Word usage and grammatical rules. Unless the context clearly indicates otherwise, the rules of construction found in CBJC 01.15.020 apply.

(c) Headings, captions, and illustrations. In cases where text conflicts with any heading, table, figure, or illustration, the text controls.

(d) Conjunctions.

(1) “And” means that all connected items, conditions, or provisions apply.

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- 2       (2)     “Or” means that one or more of the connected items, conditions, or provisions
- 3             apply.
- 4       (3)     “And/or” means that the connected items may apply singularly or in any
- 5             combination.
- 6       (4)     “Either... or” means that the connected words or provisions apply singularly, but
- 7             not in combination.
- 8       (e)     *Lists and examples.*
- 9             (1)     When terms such as “including,” “for example,” or “such as” are used, the
- 10                examples provided are not exhaustive and do not limit other possible inclusions.
- 11             (2)     Unless otherwise specifically indicated, the word “including” always means
- 12                “including but not limited to.”
- 13             (3)     Unless otherwise specifically indicated, a list does not imply a priority or
- 14                chronological order.
- 15       (f)     *Measurement of time.*
- 16             (1)     References to “days” shall be interpreted as calendar days unless stated
- 17                otherwise.
- 18             (2)     Any computation of time shall exclude the first day and include the last day,
- 19                unless the final day is a weekend or municipal holiday, in which case the period
- 20                extends to the next business day.
- 21             (3)     When business days are referenced, they include weekdays (Monday through
- 22                Friday) but exclude holidays observed by the city and borough.
- 23       (g)     *Fractions.*
- 24             (1)     Unless otherwise stated, a fraction of one-half or more will be rounded to the
- 25                next highest whole number and a fraction less than one-half will be rounded to
- the next lowest number.
- (2)     Unless otherwise stated, fraction calculations are to be truncated to two numbers
- past the decimal point and rounded. For example, 1.2345 would be rounded to
- 1.23 and 5.6789 would be rounded to 5.68.
- (h)     *References to other regulations or documents.* References to other laws, regulations, or
- documents shall be construed as referring to the latest version, unless otherwise
- specifically indicated.

(i) Delegation of authority. Any act required to be performed by a specific official may be delegated to an authorized designee.

(j) Public officials and agencies. All references to public officials, bodies, and agencies shall refer to those of the city and borough unless otherwise specified.

(k) Conflicting provisions. In case of conflict between the provisions of this title, the more specific provision shall prevail. If no specific provision exists, the more restrictive provision shall prevail. If two provisions are equally specific, the more restrictive provision shall prevail.

~~All questions of interpretation of the provisions of this title may be treated as an appeal, pursuant to the provisions of chapter 49.20.~~

~~(Serial No. 87-49, § 2, 1987)~~

...

**49.15.130 Complete applications.**

(a) All applications for permits must be complete, signed and accompanied by the applicable fee before the permit-issuing authority can accept the application.

(b) An application is complete when it contains all of the information necessary to determine if the development will comply with all of the requirements of the permit applied for.

(c) Permit applications shall contain a permission form signed by the applicant and the property owner granting permission to City and Borough officials, employees, and agents to enter upon the site during reasonable hours, to examine and inspect the site as part of the permitting procedure.

(d) Incomplete applications will be rejected and notice regarding the incomplete status of the application will be sent to the address included on the application.

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**49.15.160 Amendments of approved permits.**

(a) Request for amendment.

(1) A permitholder may request an amendment to an approved permit through an application on a form provided by the department.

(2) Application must be filed with any required fees, scale-drawn site plans and floor plans, and any other materials required by the department at the time of submittal.

- (3) The director will inform the permitholder within 15 business days of receipt of a complete request whether the request shall be processed as a minor amendment or major amendment.
- (b) Minor amendment. The director may authorize minor amendments to approved permits if the changes:
- (1) Do not involve any expansion, intensification, or increase in size of the land use or structure beyond the original approval;
  - (2) Would have an insignificant change in the outward appearance of the development;
  - (3) Would have insignificant impacts on surrounding properties;
  - (4) Result in insignificant modification in the location or siting of buildings or common open space;
  - (5) Do not involve a feature of the project that was a basis for conditions of approval for the permit;
  - (6) Do not involve a feature of the project that was a specific consideration by the review authority in granting the permit;
  - (7) Do not reduce the number of parking spaces below that are required by the original permit; or
  - (8) Do not create a delay greater than one year in the construction or completion schedule for the project or, in the case of a phased project, the phase for which the amendment is requested.
- (c) Major amendment. All other amendments shall be reviewed by the same review authority as the original approval. The same public notice and hearing requirements that applied to the original approval also apply to the requested major amendment.
- (d) Exceptions.
- (1) Amendments related to exploration and mining permits are governed by Chapter 49.65, Article I. - Exploration and mining permits.

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**49.15.660     Reserved. Amendments to approved planned unit development plan.**

- (a) ~~Request for amendment.~~ The developer of a planned unit development may request an amendment to an approved preliminary or final planned unit development plan. The request shall state the reasons for the amendment and shall be submitted in writing to

the director, who shall inform the developer within 15 days whether the request shall be processed as a minor amendment or major amendment.

(b) ~~Minor amendment.~~ A minor amendment may be submitted without a filing fee and may be approved by the director. For purposes of this section, a minor amendment is a change consistent with the conditions of the original plan approval, the general character of the overall planned unit development, and the criteria set out in subsection 49.15.630(d), and would result in:

- (1) ~~Insignificant change in the outward appearance of the development;~~
- (2) ~~Insignificant impacts on surrounding properties;~~
- (3) ~~Insignificant modification in the location or siting of buildings or common open space;~~
- (4) ~~No reduction in the number of parking spaces below that required;~~
- (5) ~~A delay of no more than one year in the construction or completion schedule for the project or, in the case of a phased project, the phase for which the amendment is requested.~~

(e) ~~Major amendment.~~ All other amendments shall be reviewed by the commission upon payment of a filing fee and in accordance with the requirements of the original plan approval.

(Serial No. 97-12, § 2, 1997)

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**49.15.750     Reserved. Amendments to approved cottage housing development plan.**

(a) ~~Request for amendment.~~ The developer of a cottage housing development may request an amendment to an approved preliminary or final cottage housing development plan. The request shall state the reasons for the amendment and shall be submitted in writing to the director, who shall inform the developer within 30 days whether the request shall be processed as a minor amendment or major amendment.

(b) ~~Minor amendment.~~ A minor amendment may be submitted without a filing fee and may be approved by the director. For purposes of this section, a minor amendment is a change consistent with the conditions of the original plan approval, the general character of the overall cottage housing development, and the criteria set out in this article, which would result in:

- (1) ~~Insignificant change in the outward appearance of the development;~~

- ~~(2) — Insignificant impacts on surrounding properties;~~
- ~~(3) — Insignificant modification in the location or siting of buildings or common open space;~~
- ~~(4) — No reduction in the number of parking spaces below that required;~~
- ~~(5) — A delay of no more than one year in the construction or completion schedule for the project.~~

~~(e) — Major amendment. All other amendments shall be reviewed by the commission upon payment of a filing fee and in accordance with the requirements of the original plan approval.~~

~~(Serial No. 2005-52(b), § 3, 1-30-2006)~~

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**49.15.970      Reserved. Amendments to approved alternative residential subdivision plan.**

~~(a) — Request for amendment. The developer of an alternative residential subdivision may request an amendment to an approved preliminary or final alternative residential subdivision plan. The request shall state the reasons for the amendment and shall be submitted in writing to the director, who shall inform the developer within 15 days whether the request shall be processed as a minor amendment or major amendment.~~

~~(b) — Minor amendment. A minor amendment may be submitted without a filing fee and may be approved by the director. For purposes of this section, a minor amendment is a change consistent with the conditions of the original plan approval, and would result in:~~

- ~~(1) — Insignificant change in the outward appearance of the development;~~
- ~~(2) — Insignificant impacts on surrounding properties;~~
- ~~(3) — Insignificant modification in the location or siting of buildings or open space;~~
- ~~(4) — No reduction in the number of parking spaces below that required;~~
- ~~(5) — A delay of no more than one year in the construction or completion schedule for the project or, in the case of a phased project, the phase for which the amendment is requested.~~

~~(e) — Major amendment. All other amendments shall be reviewed by the commission upon payment of a filing fee and in accordance with the requirements of the original plan approval.~~

{Serial No. 2018-41(c), § 2, 12-17-2018, eff. 1-17-2019}

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**49.20.320 Use not listed.**

(a) The director may determine that a use not specifically listed in the table of permissible uses may be permitted if all the following findings can be made:

(1) The use is consistent with the Comprehensive Plan and other relevant officially adopted plans;

(2) The use will not be detrimental to public health, safety, or welfare;

(3) The use is consistent with the intentions of the underlying zone district;

(4) The use is similar to other uses allowed in the underlying zone district;

(5) The density or intensity of the use is similar to other uses in the underlying zone district; and

(6) The use is compatible with principally and conditionally permitted uses in the underlying zone district.

(b) When the director determines that a proposed use is equivalent to a listed use, the proposed use will be treated in the same manner as the listed use with respect to development standards, permits required, and all applicable requirements of Title 49.

(c) Director determinations will be in writing and maintained by the department for public review.

(d) The director may refer any equivalent use determination to the planning commission for review and final decision.

(e) Equivalent use determinations by the director may be appealed to the planning commission.

~~After public notice and a hearing, the planning commission may permit in any district any use which is not specifically listed in the table of permissible uses but which is determined to be of the same general character as those which are listed as permitted in such district. Once such determination is made, the use will be deemed as listed in the table of permissible uses.~~

~~(Serial No. 87-49, § 2, 1987; Serial No. 2021-19, § 5, 8-2-2021, eff. 9-1-2021)~~

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**49.25.250 Waterfront districts.**



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The following districts are established to accommodate those uses that are dependent or directly related to the water, a waterfront location, or both. These districts regulate development of the waterfront to take advantage of the unique attributes and limitations of its lands:

...

- (b) The WI, waterfront industrial district, is intended for industrial and port uses which need or substantially benefit from a shoreline location. In addition, many of the uses that are allowed in the WC, waterfront commercial district, are also allowed in the WI, waterfront industrial district. Residential uses are limited to permitted caretaker units ~~residences~~ in the waterfront industrial district.

...

**49.25.300 Determining uses.**

...

- (c) A combination of digits such as "1, 3" or "2, 3" indicates that the approval procedure for the identified use in the identified zone will vary depending on whether the project is a major or minor development.

- (1) If the project is a minor development the first number of the combination shall indicate the applicable procedure.
- (2) If the project is a major development the second number shall indicate the applicable procedure.
- (3) Minor development means development which is classified by zoning district as follows:
  - (A) Any combination of the following within the rural ~~Rural~~ reserve district: A residential development containing two or fewer dwelling units; ~~two or fewer bedrooms leased on a daily or weekly basis, or~~ a nonresidential building totaling less than 10,000 square feet or using less than one acre of land in total; any accessory dwelling units (ADUs) compliant with CBJC 49.25.512.
  - (B) Any combination of the following within single-family ~~Single-family~~ residential districts: A residential development containing two or fewer dwelling units on a lot; ~~two or fewer bedrooms leased on a daily or weekly basis, or~~ a nonresidential building totaling less than 5,000 square feet or using less than 10,000 square feet of land in total; any accessory dwelling units (ADUs) compliant with CBJC 49.25.512.

- (C) Any combination of the following within multifamily ~~Multifamily~~ residential districts: A residential development that meets the density standards of the underlying zone district; ~~containing eight or fewer dwelling units, eight or fewer bedrooms~~ leased on a daily or weekly basis, or a nonresidential building totaling less than 5,000 square feet or using less than 10,000 square feet of land in total; any accessory dwelling units (ADUs) compliant with CBJC 49.25.512.
- (D) Any combination of the following within commercial ~~Commercial~~ and mixed use districts: A residential development that meets the density standards of the underlying zone district; ~~containing 12 or fewer dwelling units, 12 or fewer bedrooms~~ leased on a daily or weekly basis, or a nonresidential building totaling less than 10,000 square feet or using less than one-half acre of land in total; any accessory dwelling units (ADUs) compliant with CBJC 49.25.512.
- (E) Any combination of the following within industrial ~~Industrial~~ districts: Non-residential buildings totaling 15,000 square feet or using less than one acre of land in total; accessory caretaker units compliant with CBJC 49.25.514.
- (4) “Major development” means all development activity that is not a minor development.
- (5) *Exceptions.* Exceptions to the use of minor and major development classifications as a method of determining the applicable approval procedure shall be as noted in the table of permissible uses.

...

TABLE OF PERMISSIBLE USES – CBJC 49.25.300

			Zones																
	Use Description		RR	D-1	D-3	D-5	D-10SF	D-10	D-15	D-18	LC	GC	MU	MU2	MU3	NC	WC	WI	I
...																			
	1.110	Single-family detached, one dwelling per lot	1	1	1	1	1	1	1	1	1	1	1	1				1A	1A
	...																		
	1.130	Single-family detached, accessory apartment	1,3	1,3	1,3	1,3	1,3	1,3	1,3	1,3	1,3	1,3	1,3	1,3			1,3		
	1.140	Single-family detached, two dwellings per lot,	1,3	1,3	1,3														

		accessory apartment																	
	1.150	Caretaker unit															1	1	
	...																		
	1.815	Caretakers mobile Mobile homes on individual lots outside of mobile home parks <sup>E</sup>	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3-1 <sup>A</sup>	3-1 <sup>A</sup>
	...																		
	1.911	Accessory apartments dwelling units	1,3	1,3	1,3	1,3	1,3	1,3	1,3	1,3	1,3	1,3	1,3	1,3	1,3	1,3	1,3		
	...																		
	1.930	Two dwelling unit structures allowed under special density considerations, subsections 49.25.510(h) 49.25.512			3	3	31	31	31	31	31	1	1	31	1	1	1		

- ...
- A. A mobile home may only be used as a caretaker unit which complies with CBJC 49.25.514. A single family residence is allowed as an owner or caretaker residence that is accessory to an existing permitted use in the industrial zone.
- ...
- E. See special use regulations for mobile homes, chapter 49.65, article III.
- ...
- X. Special requirements apply to accessory ~~apartment~~ dwelling unit applications. See CBJC § ~~49.25.510(k)~~ 49.25.512.
- ...
- 49.25.510 Special density considerations.**
- ...
- ~~(k) — Accessory apartments. No person shall construct or maintain an accessory apartment except in accordance with a permit issued under this section.~~
- ~~(1) — Application. Accessory apartment applications shall be submitted on a form provided by the director and shall include:~~

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- (A) ~~A completed application form;~~
- (B) ~~The application fee required by chapter 49.85;~~
- (C) ~~A site plan drawn to scale or dimensioned indicating all required parking, minimum setbacks, and actual lot size; and~~
- (D) ~~A floor plan drawn to scale or dimensioned indicating all dwelling units and including each room labeled as to use;~~
- (E) ~~A statement that the property is connected to sewer. If the property is not connected to sewer, a statement from the department of environmental conservation confirming that the existing wastewater disposal system is sufficient for the development, including the proposed accessory apartment, and a statement from a qualified inspector that the existing wastewater disposal system is functioning as designed.~~

~~(2) Approval standards.~~

- (A) ~~Unless otherwise provided, the accessory apartment shall be a one-bedroom or efficiency unit not exceeding 600 square feet in net floor area.~~
- (B) ~~Areas common to more than one dwelling unit including entry ways, furnace rooms, laundry rooms, and interior stairways shall not be included in the computation of the net floor area for the accessory apartment.~~
- (C) ~~The minimum lot size as used in this section refers to the minimum lot size for permissible uses listed in the table of dimensional standards, CBJ 49.25.200.~~
- (D) ~~A permit under this subsection may be issued if the applicant establishes:~~
  - (i) ~~The development meets all setback requirements;~~
  - (ii) ~~The total building footprint does not exceed the maximum lot coverage allowable under section 49.25.400, the table of dimensional standards, or, in the case of nonconforming structures, the total building footprint does not increase with the proposed accessory apartment;~~
  - (iii) ~~The development does not violate the vegetative cover requirements imposed by section 49.50.300; or, in the case of nonconforming structures, the proposed accessory apartment does not decrease the existing vegetative cover;~~

- (iv) ~~The development meets the parking standards required by chapter 49.40; and~~
- (v) ~~The development is connected to public sewer or the existing wastewater disposal system has adequate capacity for the development, including the proposed accessory apartment.~~
- (E) ~~Single family detached accessory apartment approval.~~

  - (i) ~~The director may approve a 49.25.300.1.130 accessory apartment application if all of the requirements of this section and the following are met:~~

    - (a) ~~The application is for an efficiency or one bedroom unit that does not exceed 600 square feet in net floor area and is on a lot that exceeds the minimum lot size; or~~
    - (b) ~~The application is for an efficiency, one bedroom, or two bedroom unit that has a net floor area equal to or less than 50 percent of the primary dwelling unit's net floor area but not to exceed 1,000 square feet, and is on a lot that exceeds 125 percent of the minimum lot size.~~
  - (ii) ~~The commission may approve, with a conditional use permit, a 49.25.300.1.130 accessory apartment application if all of the requirements of this section and the following are met:~~

    - (a) ~~The application is for an efficiency or one bedroom unit that does not exceed 600 square feet in net floor area, and is on a lot that is less than the minimum lot size; or~~
    - (b) ~~The application is for an efficiency, one bedroom, or two bedroom unit that has a net floor area equal to or less than 50 percent of the primary dwelling unit's net floor area but not to exceed 1,000 square feet, and is on a lot that exceeds 125 percent of the minimum lot size.~~
  - (iii) ~~An application for an accessory apartment with a net floor area that exceeds 600 square feet shall not be approved on a lot that is less than 125 percent of the minimum lot size.~~
- (F) ~~Single family detached, two dwellings per lot, accessory apartment approval.~~

- (i) ~~When a lot has two primary dwelling units, each primary dwelling unit may have up to one accessory apartment that is consistent with the requirements of this section. The lot shall not have more than two accessory apartments.~~
- (ii) ~~An application for an accessory apartment with a net floor area that exceeds 600 square feet shall not be approved on a lot that is less than 250 percent of the minimum lot size.~~
- (iii) ~~The director may approve a 49.25.300.1.140 accessory apartment application if all of the requirements of this section and the following are met:~~
  - (a) ~~The application is for an efficiency, or one bedroom unit that does not exceed 600 square feet in net floor area, is on a double sized lot (two times the minimum lot size), and the lot does not have another accessory apartment in excess of 600 square feet in net floor area; or~~
  - (b) ~~The application is for an efficiency, one bedroom, or two bedroom unit that has a net floor area equal to or less than 50 percent of the primary dwelling unit's net floor area but not to exceed 1,000 square feet, on a lot that exceeds 250 percent of the minimum lot size, and the lot does not have more than one other accessory apartment in excess of 600 square feet in net floor area.~~
- (iv) ~~The commission may approve, with a conditional use permit, a 49.25.300.1.140 accessory apartment application if all of the requirements of this section and the following are met:~~
  - (a) ~~The application is for an efficiency, or one bedroom unit that does not exceed 600 square feet in net floor area, is on a lot that is less than the minimum lot size, and the lot does not have another accessory apartment in excess of 600 square feet in net floor area;~~
  - (b) ~~The application is for an efficiency, one bedroom, or two bedroom unit that has a net floor area equal to or less than 50 percent of the primary dwelling unit's net floor area but not to exceed 1,000 square feet, is on a lot that exceeds 250 percent of the minimum lot size, and where the lot does not~~

1  
2 have more than one other accessory apartment in excess of  
3 600 square feet in net floor area.

4 ~~(G) Multifamily dwelling and accessory apartment approval. Unless~~  
5 ~~authorized by this section, an accessory apartment is prohibited in~~  
6 ~~multifamily, commercial, and mixed-use zoning districts.~~

7 ~~(i) The director may approve a 49.25.300.1.300 accessory apartment~~  
8 ~~application if all the requirements of this section and the following~~  
9 ~~are met:~~

10 ~~(a) The application is for an efficiency, or one bedroom unit~~  
11 ~~that does not exceed 600 square feet in net floor area, is on~~  
12 ~~a lot that exceeds the minimum lot size, and the primary~~  
13 ~~use of the lot is a single family dwelling.~~

14 ~~(ii) The commission may approve, with a conditional use permit, a~~  
15 ~~49.25.300.1.300 accessory apartment application if all of the~~  
16 ~~requirements of this section and the following are met:~~

17 ~~(a) The application is for an efficiency, or one bedroom unit~~  
18 ~~that does not exceed 600 square feet in net floor area, is on~~  
19 ~~a lot that is less than the minimum lot size, and the~~  
20 ~~primary use of the lot is a single family dwelling.~~

21 ~~(H) Common wall accessory apartment approval.~~

22 ~~(i) Each common wall dwelling may have up to one accessory~~  
23 ~~apartment that does not exceed 600 square feet in net floor area~~  
24 ~~and that is consistent with the requirements of this section.~~

25 ~~(ii) The director may approve a 49.25.300.1.911 accessory apartment~~  
~~application if all of the requirements of this section and the~~  
~~following are met:~~

~~(a) The application is for an efficiency, or one bedroom unit~~  
~~that does not exceed 600 square feet in net floor area, and is~~  
~~on a lot that exceeds the minimum lot size.~~

~~(iii) The commission may approve, with a conditional use permit, a~~  
~~49.25.300.1.911 accessory apartment application if all of the~~  
~~requirements of this section and the following are met:~~

(a) ~~The application is for an efficiency, or one bedroom unit that does not exceed 600 square feet in net floor area, and is on a lot that is less than the minimum lot size.~~

...

**49.25.512 Accessory dwelling units (ADUs).**

(a) Permit. An ADU permit is required for the creation of an ADU.

- (1) ADU permits require an application. The application must be completed and submitted to the Department on a form provided by the Department
- (2) An application must be filed with any required fees, scale-drawn site plans and floor plans, and any other materials required by the Department at the time of submittal to be considered complete. Incomplete applications will not be considered.

(b) ADU development standards. ADUs are subject to the following development standards:

- (1) Density. ADUs are exempt from the density requirements of the underlying zone district.
- (2) Number of ADUs.
  - (A) One ADU per principally permitted residence is allowed and up to two ADUs per parcel.
- (3) Relationship to principal structures.
  - (A) An ADU may be within, attached to, or detached from a single- or multi-family residential structure.
  - (B) An ADU must contain complete independent living facilities for one or more people.
  - (C) If a lot contains an existing single-family home 1000 square feet in size or less, the existing home may be designated as an ADU as part of a project to construct a new single-family home on the lot.
- (4) Lot size, lot coverage, height, and setbacks.
  - (A) ADUs are not subject to minimum lot size or minimum lot width standards.
  - (B) ADUs are subject to the same lot coverage standards that apply to primary dwellings in the underlying zone district.



- (C) ADUs are subject to the same height standards that apply to primary dwellings in the underlying zone district.
- (D) ADUs are subject to the same front and side setbacks that apply to primary dwellings in the underlying zone district.
- (E) ADUs are subject to a minimum 10-foot rear yard setback. If the underlying zone district's rear yard setback standard is less than 10 feet, the smaller setback applies.
- (F) ADUs created through the conversion of an existing legal structure which does not conform to height and setback standards are considered to be in compliance if the conversion does not make the existing legal structure more nonconforming.
- (5) Maximum unit size.
  - (A) A detached ADU may not exceed 1000 square feet in net floor area.
  - (B) An attached ADU may not exceed 1000 square feet or 40% of the floor area of the principal residential structure, whichever is greater.
  - (C) Areas common to more than one dwelling unit – including entry ways, furnace rooms, laundry rooms, and interior stairways – are not to be included in net floor area calculations.
- (6) Parking. ADU parking is governed by 49.40.210 with the following exception:
  - (A) When an existing covered parking space is converted into living space for an ADU, replacement parking is not required for the eliminated parking space.
- 49.25.514 Caretaker units.**
  - (a) Permit. A permit is required for the creation of a caretaker unit.
    - (1) Caretaker unit permits require an application. The application must be complete and submitted to the Department on a form provided by the Department.
    - (2) An application must be filed with any required fees, scale-drawn site plans and floor plans, and any other materials required by the Department at the time of submittal to be considered complete. Incomplete applications will not be considered.
  - (b) Caretaker development standards. Caretaker units are subject to the following development standards:

- (1) Accessory use.
- (A) The caretaker unit, whether attached or detached to a principal structure, is an accessory use to the principal use of the lot upon which it is located
- (2) Residency.
- (A) In order to qualify as a caretaker unit under this Code, the unit must be used exclusively as a residence by a caretaker and their family.
- (3) Lot size, lot coverage, height, and setbacks.
- (A) Caretaker units are subject to the lot coverage, height, and setback requirements of the underlying zone district.
- (B) Caretaker units are exempt from lot size requirements of the underlying zone district.
- (4) Density.
- (A) Caretaker units are exempt from density requirements of the underlying zone district.
- (5) Number of caretaker units.
- (A) One caretaker unit per lot is allowed.
- (6) Size.
- (A) The maximum size of a caretaker unit is 2000 square feet in net floor area
- (B) For attached caretaker units, areas shared with the principal use – including entry ways, furnace rooms, laundry rooms, storage areas, garages, workspaces, and interior stairways – are not to be included in the computation of the net floor area.

...

**49.40.210      Number of off-street parking spaces required.**

...

Use	Spaces Required in All Other Areas	Spaces Required in Town Center Parking Area
...	...	...
Accessory apartment dwelling unit	1 per each unit; 0 per each unit if located within 1 mile of a public	0 per each unit

	transit stop (see CBJC <u>49.25.512</u> )	
Caretaker unit	0 per each unit	0 per each unit
...	...	...

...

**49.65.300 Mobile homes on individual lots.**

Mobile homes may be located on individual lots outside of mobile home parks or mobile home subdivisions only under the following conditions and after issuance of a building permit:

- (1) A mobile home may be used as a temporary structure during construction of a dwelling on a lot. Occupancy of the mobile home is permitted only after issuance of a building permit for the dwelling under construction and only if construction commences within 120 days of issuance of the permit.
- (2) Mobile Homes which meet the building code and zoning requirements applicable to permanent construction may be located on any lot in the same manner.
- (3) Caretaker units within industrial zone districts that comply with CBJC 49.25.514.
- (4) ~~(3)~~ The commission may issue a conditional use permit for a single mobile home used as an ordinary residence on an individual lot in the RR, rural reserve district, and the D1 and D3, residential districts, ~~or used as a caretaker residence in any district.~~

...

**49.65.630 Construction standards.**

- (a) Construction on bungalow lots shall be limited to the following:
  - (1) One detached single-family dwelling with a net floor area not to exceed 1,000 square feet, and in addition, no more than 300 square feet, net floor area, of enclosed storage space such as garages, carports or sheds.
  - (2) A single attached accessory dwelling unit may be constructed within the allowable footprint of a single-family dwelling, to include the conversion of a covered parking area.
  - (3)~~(2)~~ Structures on bungalow lots shall not exceed 25 feet in height, as measured under section CBJC 49.25.420.
  - (4)~~(3)~~ Area calculations for staircases and elevators:

- (A) Up to 100 square feet of the footprint of interior staircases and elevators shall not be counted toward the net floor area of the dwelling.
- (B) The footprint of exterior staircases or elevators providing access to floors above the ground floor shall be counted toward the net floor area of the dwelling.
- ~~(5)(4)~~ Up to 100 square feet of a second story deck shall not be counted toward the net floor area.
- ~~(6)(5)~~ The primary entrance must be separate from the garage or carport, and where practicable, must be clearly visible from the street providing access. Where such visibility is not practicable, a pedestrian path must be provided from the street to the primary entrance.
- (b) The following dwelling types shall be prohibited on bungalow lots:
  - (1) Detached accessory dwelling units ~~Accessory apartments~~
  - (2) Mobile homes
  - (3) Recreational vehicles
  - (4) Bed and breakfast or boarding houses

...

**49.70.720 Zoning upgrade.**

~~For lands located within a transition zone, the zoning will be upgraded to the higher density classification at the time public water, sewer or other required improvements are provided according to the following procedures:~~

- ~~(1) Procedure. A zoning upgrade in a transition zone may be initiated by either of two different procedures:~~
  - ~~A. The applicant for a major development permit in a transition zone may make a concurrent request for a zoning upgrade. The plans accompanying the development permit application shall be based upon the density requested. A request for a zoning upgrade shall include preliminary plans and a determination by a certified engineer that such improvements are feasible.~~
  - ~~B. The planning commission may initiate a zoning upgrade if the public sewer, water, or other required improvements already exist or will be provided by the City and Borough.~~

(2) ~~Hearing and decision.~~

A. ~~Hearing.~~ The commission shall consider the upgrade at a hearing upon notice provided in accordance with section ~~49.15.230~~. The commission shall base its decision to grant the upgrade on the determination of the feasibility of providing public water, sewer, and other required improvements. The staff report to the commission shall include a review of the plans and a feasibility report by the City and Borough engineer. The feasibility of providing public services shall consider the ability of the existing sewer and water system to handle the increased demand created by the proposed development.

B. ~~Decision.~~

(a) The director will have the authority to upgrade the zoning of a parcel located within a transition zone from a lower density classification to a pre-determined higher density classification once public water, sewer, or other required improvements are provided to the parcel. The director may also upgrade zoning in cases where an approved development project will provide the required services.

~~(b)(a)~~ The ~~director commission~~ may grant a zoning upgrade only to the classification indicated by the prefix (T) on the official zoning maps. A change to any other classification, or to the classification indicated by the prefix (T) on the official zoning maps before meeting the public improvement requirements for rezoning, shall be considered pursuant to section 49.75.130.

~~(b)~~ The commission shall determine the boundary of the area to be upgraded.

~~(c)~~ If the public water, sewer or other required improvements are not constructed or bonded, the commission may grant only conditional approval to the zoning upgrade request. The effective date of the zoning upgrade will be the date of final acceptance or bonding of the improvements.

...

**49.80.110     Reserved. Rules of construction.**

For the purpose of this title, certain terms or words shall be interpreted as follows:

(a) ~~“Sign, major” means a sign which requires a permit and review by the department.~~

- (b) ~~“Sign, minor” means a sign which does not require a permit or review by the department, but which must meet the requirements and standards set forth in chapter 49.45.~~
- (e) ~~“Used” or “occupied” as applied to any land or building shall be construed to include the words “intended,” “arranged,” or “designed” to be used or occupied.~~

**49.80.120 Definitions.**

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

...

~~*Accessory apartment* means one or more rooms with private bath and kitchen facilities comprising of an independent, self-contained dwelling unit or attached to a single family dwelling or in a detached building on the same lot as the primary dwelling unit. An accessory apartment is distinguishable from a duplex in that, unlike a duplex, it is clearly subordinate to the primary dwelling unit, both in use and appearance.~~ *Accessory dwelling unit (ADU)* means an attached or detached residential dwelling unit with complete independent living facilities for one or more persons. An ADU includes permanent provisions for living, sleeping, eating, cooking, and bathing on the same parcel as an existing or proposed residential use.

...

*Caretaker unit* means a residential dwelling unit, either attached or detached, in a non-residential zone district, which is designated for the occupancy of one or more persons who provide oversight, security, or maintenance services on the same property where the caretaker unit is located.

...

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

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



**Planning Commission**

(907) 586-0715

PC\_Comments@juneau.gov

[www.juneau.org/community-development/planning-commission](http://www.juneau.org/community-development/planning-commission)

155 Heritage Way • Juneau, AK 99801

**PLANNING COMMISSION  
NOTICE OF RECOMMENDATION**

Date: March 23, 2025

Case No.: AME2025 0001

City and Borough of Juneau  
City and Borough Assembly  
155 Heritage Way  
Juneau, AK 99801

Proposal: Planning Commission Recommendation to the City and Borough Assembly regarding proposed ordinance amendments to Title 49 Land Use Code Relating to Rules of Construction, Permits, Equivalent Use Determinations, Determination of Minor Versus Major Developments, Accessory Dwelling Units, Caretaker Units, and Transition Zones.

Property Address: Multiple

Legal Description: Multiple

Parcel Code Number: Multiple

Hearing Date: February 27, 2025 and March 11, 2025

The Planning Commission, at its regular public meetings, developed the recommendations in the attached memorandum dated March 21, 2025, and recommended that the City and Borough Assembly consider Commission comments on proposed ordinance amendments to Title 49 Land Use Code relating to rules of construction, permits, equivalent use determinations, determination of minor versus major developments, accessory dwelling units, caretaker units, and transition zones.

Attachments: March 21, 2025 memorandum from Mandy Cole, Planning Commission Chair, to the CBJ Assembly regarding AME2025 0001.

February 14, 2025 memorandum from Irene Gallion, Community Development, to the CBJ Planning Commission regarding AME2025 0001.

City and Borough Assembly  
Case No.: AME2025 0011  
March 23, 2025  
Page 2 of 2

This Notice of Recommendation constitutes a recommendation of the CBJ Planning Commission to the City and Borough Assembly. Decisions to recommend an action are not appealable, even if the recommendation is procedurally required as a prerequisite to some other decision, according to the provisions of CBJ 01.50.020(b).

mandy cole  
Mandy Cole, Chair  
Planning Commission

3/21/2025  
Date

Madeline Carse  
Filed With City Clerk

3/24/2025  
Date

cc:           **Plan Review**

**NOTE:** The Americans with Disabilities Act (ADA) is a federal civil rights law that may affect this recommended text amendment. ADA regulations have access requirements above and beyond CBJ - adopted regulations. Contact an ADA - trained architect or other ADA trained personnel with questions about the ADA: Department of Justice (202) 272-5434, or fax (202) 272-5447, NW Disability Business Technical Center (800) 949-4232, or fax (360) 438-3208.





## Planning Commission

(907) 586-0715

PC\_Comments@juneau.gov

[www.juneau.org/community-development/planning-commission](http://www.juneau.org/community-development/planning-commission)

155 Heritage Way • Juneau, AK 99801

### Planning Commission (PC) Recommendations and Discussion - AME2025-0001

March 21, 2025

1. **ADU rewrite:** General PC agreement in support of the rewrite, specifically relaxing size of ADU and rear setbacks. Areas of concern:

- Further setback reduction may be needed by homeowners looking to add sensible ADU to older lots (tended to build right in the middle). While the PC is not opposed to making common sense reductions in setbacks, commissioners were split on the idea of the most aggressive reductions (ie. 3 ft setbacks- minimum for fire separation).
- PC also expressed some concern about relaxing parking restrictions, believing it will aggravate problems on dense streets, however, the need for housing likely outweighs those concerns.
- PC notes that increased ADUs by right will change the appearance of neighbors, likely concerning existing neighbors as more units are added.

Bottom Line- No objections as written, PC generally supportive of even more relaxation.

2. **Caretaker Units rewrite:** General PC agreement on need to clarify existing code, as no caretaker unit size currently exists. Areas of concern:

- Size of units (2000sq ft) thought appropriate by some, too large by others (inviting family use).
- Conditions in industrial zones may not be conducive to residential purposes, however, those living in caretaker units likely have a very good idea of those conditions and have accepted the tradeoff.
- Potential to add conditions for sites with clear hazards. Would need to be spelled out further in the rewrite- as currently written, the large caretaker unit would be allowable by-right in any industrial zone, even those with chemical/health hazards.

Bottom Line- It makes sense to “clean up” this ordinance with the current proposed language, and the scope is limited by the “one unit” designation, however, the Assembly may want to consider how to limit potentially harmful industrial zone conditions for even one unit.

3. **Staff (rather than PC) adjustments to minor Conditional Use Permit issues rewrite:** General PC agreement that the vast majority of examples of adjustments should have a fast process than returning to the PC. Areas of concern:

- If Planning Division made an adjustment decision that did not favor the applicant, the appeal process is likely too onerous to be a practical alternative.
- To the PC’s understanding, there is no way for the applicant to “choose” department approval or PC approval routes, thus the decision would always sit in the department to determine in the change was “significant” ...with only appeal as a way to challenge the decision. PC noted that likely the department and the PC would agree as to the “significance” of an adjustment given the way we work today- but who knows about future PC/Department relations?

Bottom Line- PC supports this rewrite as it is likely to streamline development, and save applicant and money. Just a warning that when it doesn't go an applicant's way, the appeal process would cost enough time and money that it becomes an impractical way to address the problem, and by that point, the PC would have no ability to intervene (absent appeal).

**4. Rules of Construction rewrite:** General PC agreement with the concept to update measurement rules, etc. Areas of concern:

- Apparent contradiction in which body determines "interpretation" - to be revised by Mr. Dumouchel

Bottom Line- This section needs revision with regard to interpretation. PC does NOT recommend adoption as presented.

**5. Transition Upzones rewrite:** General PC agreement with the rewrite, no concerns.

Bottom Line- This rewrite is common sense, and can be implemented to lessen time/resource constraints on CBJ and applicants. No concerns.

**6. Major/Minor Developments rewrite:** The PC found this element of the rewrite to be impactful on the speed of development projects, which almost always translates to less cost for the developer and more projects coming to market. However, it also has the biggest trade-off in terms of public process. The question is: should most multifamily projects come before the PC for public hearing just by virtue of being larger than most residential buildings in Juneau?

- The underlying code requirements (density, height, set backs, etc) would prohibit most extreme development.
- The PC has a history of approving most of these projects anyway.
- The developer/applicant saves time by NOT presenting to the PC, and the staff saves time by not creating a PC report.
- However, the public would not hear about developments unless they are within the abutter's notice area. Neighbors would be able to submit comments during the notice period, but they would be contained within the CDD Department.
- Also, the PC would not have a chance to publically affirm, deny or add/modify conditions based on concerns from the public. Developers (applicants) would likely save time, but if they are issued a denial by the department, they couldn't request review by the PC- they could only use the appeal process which is lengthy and costly.

Bottom Line- in service to the objective of increasing housing, this rewrite will likely streamline the process for developers/applicants. But the PC is not unanimous in thinking the streamlining is worth sacrificing public process. Some of these concerns may be cared for in the Comprehensive Plan rewrite.

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Presented by: The Manager  
Introduced: 3/3/2025  
Drafted by: Law Department

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

**Ordinance Serial No. 2025-18**

**An Ordinance Amending Title 42, Penal Code, Relating to Crime  
Involving Domestic Violence by Adding Language Consistent with State  
of Alaska Statutes and House Bill 66.**

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

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

**Section 2. Amendment of Section.** CBJC 42.05.130, Definitions, is amended to read:

**42.05.130 Definitions.**

\*\*\*

(3) *Domestic violence and crime involving domestic violence* mean one or more of the following offenses or an offense under a law of another jurisdiction having elements similar to these offenses, or an attempt to commit the offense, by a household member against another household member:

- (A) A crime against the person under CBJ title 42.10;
- (B) Criminal trespass under CBJ section 42.15.015;
- (C) Criminal mischief under CBJ section 42.15.110;
- (D) Violating a protective order under CBJ section 42.30.060;
- (E) Unlawful contact under CBJ section 42.30.080;
- (F) Harassment under CBJ section 42.10.110;
- (G) Cruelty to animals under CBJ Section 08.35.010 if the animal is a pet;
- (H) Interfering with a report of a crime involving domestic violence under CBJ section 42.30.070.

\*\*\*

**Section 3. Amendment of Section.** CBJC 42.30.070, Interfering with a report of a crime involving domestic violence, is amended to read:

**42.30.070 Interfering with a report of a crime involving domestic violence.**

- (a) A person, other than the victim, commits the crime of interfering with a report of a crime involving domestic violence if the person knowingly interferes with another person who is reporting or attempting to report a crime involving domestic violence to a law enforcement agency.
- (b) In this section, "crime involving domestic violence" means any crime per 42.05.130(3).  
~~one or more of the following offenses or a law or ordinance of another jurisdiction having elements similar to these offenses, or an attempt to commit the offense, by a household member against another household member:~~
- ~~(1) A crime against the person under chapter 42.10;~~
  - ~~(2) Criminal mischief under section 42.15.110;~~
  - ~~(3) Criminal trespass under section 42.15.015;~~
  - ~~(4) Harassment under section 42.20.110; or~~
  - ~~(5) Violating a domestic violence protective order under section 42.30.060.;~~
- (c) Violation of this section is a Class A misdemeanor.

**State Law reference**—Similar provisions, AS 11.56.745; definition of "domestic violence" or "crime involving domestic violence," AS 18.66.990(3).

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

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

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Presented by: The Mayor  
Presented: 03/05/2025  
Drafted by: Law Department

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

**Serial No. 2025-20**

**An Ordinance Addressing Tax Exemptions Spanning Multiple Construction Seasons.**

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

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

**Section 2. Amendment of Section.** CBJC 69.10.023, Property tax incentives for economic development property, is amended to read:

**69.10.023 Property tax incentives for economic development property.**

\*\*\*

(f) *Final approval of exemption.* The assessor shall finally approve an application for tax exemption if:

- (1) The applicant has completed construction of residential units in accordance with the plans and drawings submitted with its application and a certificate of occupancy has been issued pursuant to Title 19 for each structure that contains a residential unit described in the application; and
- (2) The total number of residential units on the property has increased.

If the applicant has complied with (1) and (2), the assessor may retroactively approve an application for tax exemption when an application and construction season spans

multiple years if the applicant desires the first year of abatement to begin on a partially constructed facility and may waive any related penalties and late fees.

\*\*\*

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

Attest:

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

Staff Requested Amendment

**Amendment \_\_\_\_.**

(f)

... If the applicant has complied with (1) and (2), the assessor may retroactively approve an application for tax exemption when an application and construction season spans multiple years if the applicant desires the first year of abatement to begin on a partially constructed facility and the treasurer may waive any related penalties and late fees.

Presented by: The Manager  
Presented: 03/03/2025  
Drafted by: Law Department

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

**Serial No. 2025-21**

**An Ordinance Exempting the 2025 Fireworks Display Purchase from Compliance with the Procurement Code.**

WHEREAS, City and Borough of Juneau Code 53.50.001(a) requires all goods and services to be purchased through the division of finance according to the standards and procedures set forth in chapter 53.50; and

WHEREAS, at the Assembly Finance Committee meeting of February 5, 2025, the Committee passed a motion to request an ordinance allowing the purchase of fireworks to be exempted from the Procurement Code; and

WHEREAS, the Assembly recognizes and appreciates the skilled work of the community members who volunteer their time and expertise to put on a fireworks display for the City and Borough of Juneau citizens.

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

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

**Section 2. Exemptions.** The purchase of fireworks and necessary equipment for the July 4, 2025 fireworks display are exempt from the Purchasing Code, CBJC 53.50.

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



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Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

Attest:

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

Presented by: The Manager  
Introduced: March 3, 2025  
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2024-01(b)(AG)

**An Ordinance Transferring \$375,000 from the Community Development Department Fiscal Year 2025 Operating Budget and \$80,000 from the Manager's Office Fiscal Year 2025 Operating Budget to the Comprehensive Plan Capital Improvement Project.**

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

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

**Section 2. Transfer of Appropriation.** It is hereby ordered by the Assembly of the City and Borough of Juneau, Alaska, that \$455,000 be transferred:

From:

FY25 Community Development Department (\$ 375,000)  
Operating Budget

FY25 Manager’s Office Operating Budget (\$ 80,000)

To: CIP

D16-045 Comprehensive Plan \$ 455,000

**Section 3. Source of Funds – Transfer.**

General Funds \$ 455,000

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

Attest:

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

Presented by: The Manager  
Introduced: March 03, 2025  
Drafted by: Finance

**ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA**  
**Serial No. 2024-01(b)(AH)**

**An Ordinance Transferring \$200,000 from CIP D23-060 Waterfront Museum to CIP H51-125 Aurora Harbor Improvements.**

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

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

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

From: CIP

D23-060	Waterfront Museum	(\$ 200,000)
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To: CIP

H51-125	Aurora Harbor Improvements	\$ 200,000
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**Section 3. Source of Funds.**

Temporary 1% Sales Tax	\$ 200,000
------------------------	------------

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

Attest:

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

Presented by: The Manager  
Introduced: March 3, 2025  
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2024-01(b)(AI)

**An Ordinance Appropriating \$10,000,000 to the Manager for the Juneau Douglas Treatment Plant Clarifier Building Repair Capital Improvement Project; Funding Provided by General Obligation Bond Proceeds.**

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

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

**Section 2. Appropriation.** There is appropriated to the Manager the sum of \$10,000,000 as funding for the Juneau Douglas Treatment Plant Clarifier Building Repair Capital Improvement Project (U76-133).

**Section 3. Source of Funds**

General Obligation Bond Proceeds	\$ 10,000,000
----------------------------------	---------------

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

Attest:

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

Presented by: The Manager  
Presented: 3/3/2025  
Drafted by: Law Department

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

**Serial No. 3098**

## **A Resolution in Support of the City and Borough of Juneau's Application to Acquire Tideland from the State of Alaska.**

WHEREAS, the City and Borough of Juneau (CBJ) currently manages much of the Downtown waterfront, tidal, and submerged lands; and

WHEREAS, the CBJ has patented submerged lands in excess of 50 acres in ATS 3 including a four-hundred-foot swath seaward of the Coast Guard Dock and Subport; and

WHEREAS, in August 2022, Huna-Totem Corporation (HTC) acquired the upland parcel at the Subport from Norwegian Cruise Line Holdings; and

WHEREAS, Huna-Totem Corporation desires to construct a cruise ship dock adjoining its property at the Subport Lot and to continue the Seawalk along their property; and

WHEREAS, in October 2022, the CBJ received an application from Aak'w Landing LLC ("Aak'w"), wholly owned subsidiary of HTC, to lease CBJ-owned tidelands; and

WHEREAS, in order to construct the Huna-Totem Corporation dock as envisioned, Huna-Totem Corporation will need to acquire an interest in certain tidelands, which includes the CBJ swath of tidelands and an additional contiguous parcel of approximately 8 acres of unsurveyed tidelands currently owned by the State of Alaska; and

WHEREAS, the CBJ has applied for conveyance of the additional contiguous parcel area from the Alaska Department of Natural Resources (ADNR); and

WHEREAS, the requested parcel is depicted on Exhibit A; and

WHEREAS, if the conveyance is approved, the CBJ will fund and conduct a tideland survey of the area to provide legal boundaries; and

WHEREAS, a navigation study of the proposed cruise ship dock is a necessary condition for the Conditional Use Permit approved by the CBJ Planning Commission.

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

44

45 **Section 1.** The Assembly of the City and Borough of Juneau intends to receive  
46 and requests that the State of Alaska Department of Natural Resources approve the CBJ's  
47 application to acquire the additional tidelands depicted in Exhibit A.

48

49 **Section 2.** In conformity with AS 38.08.825 for application of the requested  
50 tidelands from the ADNR, the following is true:

51

- 52 A. The requested parcel is contiguous to the boundaries of the municipality;
- 53 B. The use of the requested parcel will not unreasonably interfere with
- 54 navigation or public access;
- 55 C. The CBJ has applied to the Commissioner of ADNR for conveyance of the land
- 56 under section AS 38.05.825;
- 57 D. The requested parcel is not subject to a shore fishery;
- 58 E. The lands are classified for waterfront development under the CBJ Long
- 59 Range Waterfront Plan, as amended;
- 60 F. The requested parcel is required to accomplish the CBJ's vision to manage the
- 61 Juneau waterfront at the local level, is a necessary step in the process of
- 62 leasing the tidelands to Huna-Totem Corporation, and toward completing the
- 63 Seawalk.

64

65 **Section 3. Effective Date.** This resolution shall be effective immediately after  
66 its adoption.

67

68 Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

69

70

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

72 Attest:

73

74

75

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

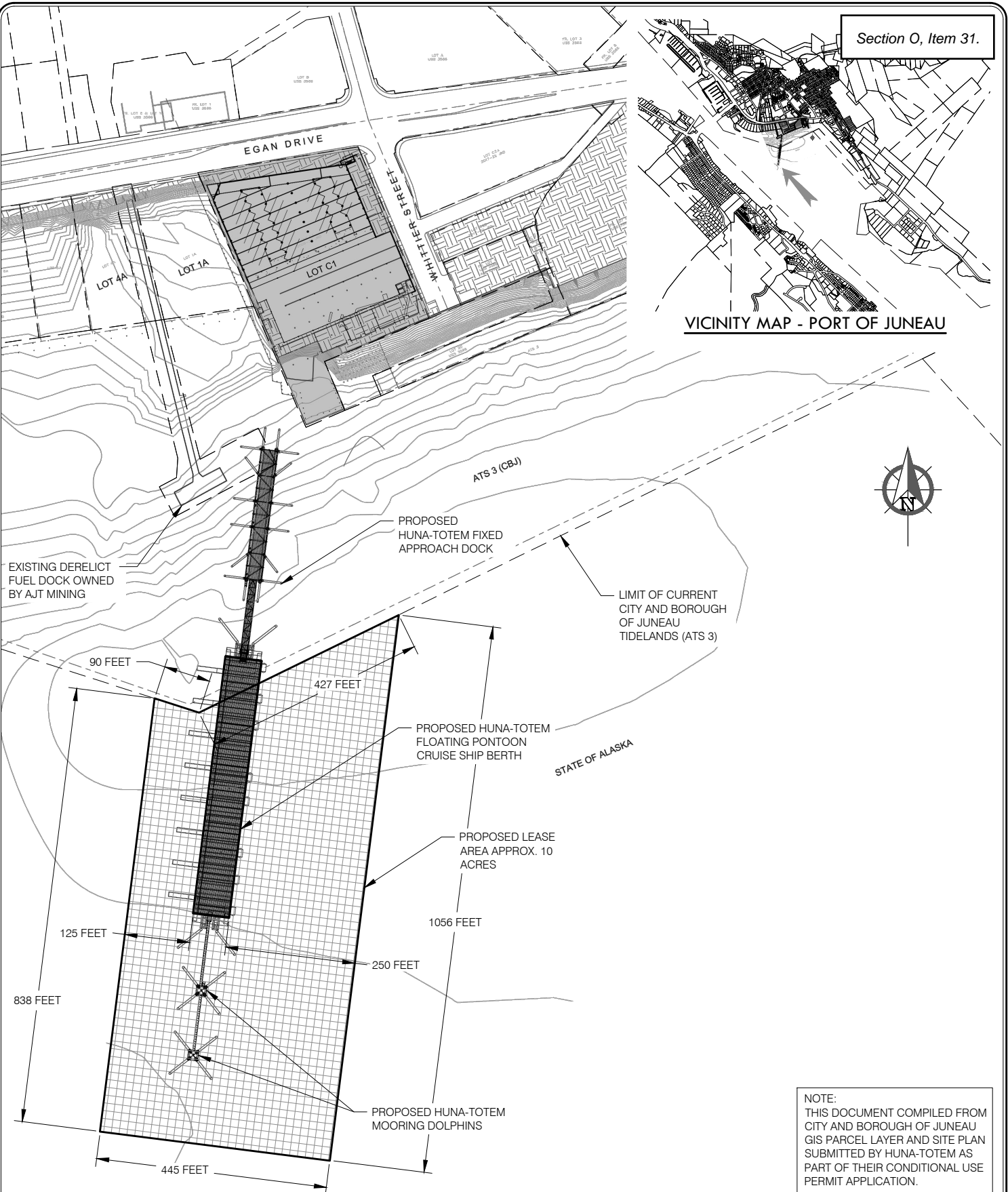
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VICINITY MAP - PORT OF JUNEAU



NOTE:  
THIS DOCUMENT COMPILED FROM  
CITY AND BOROUGH OF JUNEAU  
GIS PARCEL LAYER AND SITE PLAN  
SUBMITTED BY HUNA-TOTEM AS  
PART OF THEIR CONDITIONAL USE  
PERMIT APPLICATION.



CITY AND BOROUGH OF JUNEAU  
**DOCKS & HARBORS DEPT.**  
155 SOUTH SEWARD STREET  
JUNEAU, ALASKA 99801  
PHONE: 907-586-0398

**REQUESTED LEASE AREA**  
**HUNA-TOTEM DOCK TIDELANDS LEASE**

DESIGN: MS	DATE: AUGUST 16, 2024
CHECKED: MS	CONTRACT NO.
APPROVED: CU	JOB NO. PAGE 1 OF 1

# MEMORANDUM



**DATE:** 4/7/2025  
**TO:** CBJ Assembly  
**FROM:** Emily Wright, City Attorney  
**SUBJECT:** Bid Review Board Decision

155 Heritage Way  
 Juneau, AK 99801  
 (907) 586-5242

## **The question is whether to award a contract bid to North River IT Services Co.**

The CBJ Assembly, under Charter Article 9.14, has the ultimate authority over all competitive bidding procedures and the award of contracts.

Under CBJ Code 53.50.062, if a party believes that a purchasing bid was incorrectly awarded, they may file a bid protest. This protest is initially reviewed by the purchasing officer and, if not resolved, may be reviewed by the Bidding Review Board. The final decision of the Board must be submitted to the Assembly. During the pendency of the protest, the project is stayed, unless the Manager's Office finds that it is in the best interest of the city to proceed.<sup>1</sup>

On December 30, 2024, a bid was awarded North River IT Services. The project is for the provision of internet services in the Juneau maritime industrial zone downtown (Proposal 25-190). The second ranked bidder, Snow Cloud, timely filed a protest. Snow Cloud bears the burden to show that the bid was incorrectly upheld by the CBJ Purchasing Officer. After a hearing, at which Snow Cloud presented its arguments and the Purchasing Officer responded, the Board found that Snow Cloud had met its burden, and the Purchasing Officer's decision to uphold the award of the bid was incorrect. The Bid Review Board found:

1. Under CBJC 53.50.050(c)(3), "Contracts in an amount estimated to be more than \$50,000.00 shall be by formal competitive sealed proposal after public notice and shall be awarded to the responsive and responsible offeror whose proposal is determined to be the most advantageous to the City and Borough." The bid review board did not believe that North River IT Services was a responsive and responsible bidder. The Board focused on North River IT's: (1) understanding of the electrical work to be completed, (2) use of infrastructure, such as light poles, (3) the presence of assumptions and "if" statements throughout the bid documents, and (4) extensive outsourcing of work.
2. The Board indicated concerns with the RFP process itself, finding that the RFP was confusing and lacking. The board noted the confusion over the pricing structures which resulted in a variety of pricing bids and the potential for manipulation of the pricing structures.
3. The Board believed that because the project is a combination of services and construction, the bid evaluation committee should have included someone with engineering experience.

The Board concluded that North River IT's bid was non-responsive and the structure of the pricing gave them an inappropriate advantage. The Board found that awarding the bid would not represent a responsible use of public funds or a proper award under code. As required under CBJC 53.50.061(l), the Board has presented the Assembly with a decision based on the facts presented, applicable case law, and generally accepted principals of purchasing.

The Assembly's role is to review the Board's decision and decide whether to award the bid or not. The Assembly must also consider the best interests finding made by the Manager's Office.

<sup>1</sup> In this instance, the Manager's office made a best interest finding and the project has continued during the appeal project.





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

TO: Borough Assembly

DATE: April 7, 2025

FROM: Robert Barr, Deputy City Manager

THRU: Katie Koester, City Manager

RE: Bidding Review Board (BRB), RFP 25-190

On January 23<sup>rd</sup>, I issued a best interest finding to the procurement officer per CBJC 53.50.062(f) to immediately enter contract negotiations with the highest scoring respondent to RFP 25-190, related to developing and installing a downtown wireless network before the 2025 summer tourism season. This finding was rooted in ensuring that network was online this season to mitigate the network congestion and resolve the related public complaints that we received last year.

The BRB finding seems to indicate a preference for a design-bid-build process typical in construction projects. This RFP was for professional services, not construction, which follow a different process that the BRB appears to believe inappropriate. Further, and critically, the BRB only heard from the protestor and CBJ staff and not from the successful bidder. Relying on the complaint from the protestor without hearing responses from the successful bidder (and subsequent rebuttals) made the BRB unable to establish a set of agreed upon facts, areas of disagreement, and in general holistically consider the protest.

The evaluators of this RFP are subject matter experts with experience in the specific area addressed by the RFP. Further, they have professional experience with all but one of the respondents to the RFP. Both the evaluators and the purchasing officer have determined that the proposals were responsive and scored fairly. I concur with their findings.

**Recommendation:**

I recommend you take no action, allowing the Manager's best interest finding to stand.

Alternatively, if you accept the BRB's recommendation, CBJ will be liable for up to the contract amount currently awarded – \$750,000 – and in that case I recommend you direct staff to negotiate a cancellation of the award and to make a recommendation to the Assembly on whether to re-bid the project in a future year.

**BEFORE THE BIDDING REVIEW BOARD  
OF THE CITY AND BOROUGH OF JUNEAU**

In re:

Snowcloud Services LLC, Protestor.

Protest of: Provision of Internet Services  
in the Juneau Maritime Industrial Zone,  
RFP No. 25-190.

**RECOMMENDATION TO GRANT PROTEST**

**I. Procedural History**

On December 30, 2024, the City and Borough of Juneau ("CBJ") Purchasing Division posted Notice of Successful Proposer for the Provision of Internet Services for the CBJ Juneau Maritime Industrial Zone ("Project"), showing North River IT Services Co. ("NRIT") to be the apparent successful proposer and Snowcloud Services LLC (SCS) ranked second. SCS filed a timely written protest with the CBJ Purchasing Officer ("PO") pursuant to CBJ 53.50.062. The PO denied the protest on January 21, 2025, and SCS requested review by the CBJ Bid Review Board ("BRB"). A hearing on the protest was held February 19, 2025. SCS<sup>1</sup> and the PO<sup>2</sup> participated in the hearing. The BRB deliberated in closed session on the afternoon of the hearing. By unanimous vote, the BRB has adopted this recommendation and the findings of fact and conclusions of law that support it.

**II. Issue**

Whether the PO erred by denying SCS's protest and upholding the determination that NRIT's proposal was responsive and responsible.

**III. Summary Recommendation**

The BRB recommends that SCS's protest be granted and that NRIT's bid be rejected pursuant to CBJC 53.50.062(m)(1)(b). Less formally it is suggested that the PO either consider the second-place

<sup>1</sup> Mark Luchini and Chris Ruschmann spoke on behalf of SCS.

<sup>2</sup> PO Renee Loree and IT Director Chris Murray spoke on behalf of the PO.

proposer or cancel the RFP. The BRB believes NRIT's proposal failed to address the necessary electrician requirements, failed to address the complexities and challenges of the job, and their proposal, including "if" statements, was nonresponsive to the request.

#### **IV. Standard of Review**

The City and Borough of Juneau ("CBJ") bid protest procedures are set out in CBJ 53.50.061-.080. The BRB is tasked with conducting fair and informal bid protest hearings and issuing recommendations that contain findings of fact and conclusions of law, based on "the provisions of [CBJ] Code interpreted in light of applicable state case law and generally accepted principles of government purchasing as set forth in standard treatises, decisions of the United States Comptroller General and similar authorities." CBJC 53.50.062(k) and (l). The protester has the burden of proof to persuade the BRB that the PO's response to the protest was erroneous. BRB Hearing Procedure ¶ 4.

#### **V. Analysis of Evidence, Findings of Fact, and Conclusions of Law**

The BRB has carefully considered the parties' presentations and the submitted evidence in this matter, including SCS's written protest and letter to the BRB, the PO's response to the protest, the Posting Notice of Successful Proposers and Evaluation Summary, the Request for Proposal No. 25-190, including Addendums 1-4, the proposal responses submitted by Alaska Communications (ACS), Boldyn Networks (Boldyn), ICE Services, NRIT, and SCS, and the score sheets completed by the evaluators.

Under CBJ's procurement code a contract for professional services of over \$50,000 must be awarded to a responsive and responsible offeror whose proposal is determined to be most advantageous to CBJ. CBJC 53.50.050(c)(3). A responsive proposer is one whose proposal conforms to the RFP in all material, procedural, and substantive aspects.<sup>3</sup> A responsible bidder is one who proves they have the financial capacity and expertise to carry out the work.<sup>4</sup> These definitions are nearly identical to those used in CBJ Purchasing's

<sup>3</sup> 70 AMJUR POF 3d 97 §2.

<sup>4</sup> 185 AMJUR POF 3d 161 §44.

“Attachment A, General Terms and Conditions”.<sup>5</sup>

BRB found NRIT’s proposal lacking in several areas. NRIT dismissed the challenges on this project altogether. One such challenge they failed to address is the requirement that licensed electricians work on electrical work covered by the National Electric Code. *See* 12 AAC 32.075 and AS 08.40. NRIT failed to identify what subcontractor would be doing that work. LinkUp Alaska, one of NRIT’s subcontractors, do not identify themselves as licensed electricians licensed to complete work under the National Electric Code, and therefore are not qualified to do the work.

NRIT proposes to tap into “respective light poles” but do not identify who owns the light poles or what obstacles there are to accessing them.<sup>6</sup> The light poles in this area belong to ADOT, CBJ, or CBJ Docks & Harbors. Each of these proposed locations have different permitting processes, electrical configurations, and most likely different structural capacities that may, or may not, preclude their use for NRIT’s intended purposes. These can result in delays, system redesign, and increased costs if not accounted for in their project. NRIT’s one acknowledgement of needed electrical connectivity is a cut sheet of a Solis component that may (with permit approval and required electrical and structural analysis) plug into one variety of light poles, but certainly not others proposed by NRIT. Other light poles identified by NRIT need electrical circuitry to power their systems (i.e., ACS’s proposal). Other challenges NRIT failed to address is that ACS will need to run new lines, and the weather impacts to both installation and infrastructure. The failure to address these issues is misleading and non-responsive to the RFP.

As a comparison, ICE’s proposal provided a detailed understanding of the RFP in their proposal. ICE explained their current (nonexistent) backbone, laid out the challenges inherent in the project, and included the structural analysis necessary for this project. They provided acknowledgment that the rain in Juneau can cause the equipment to not function without direct line of sight and they addressed how they overcame that

<sup>5</sup> See BRB Agenda Packet, p. 392.

<sup>6</sup> BRB Agenda Packet, p. 239.

challenge in the design. SCS's proposal addressed their existing infrastructure and how they will access buildings for installing additional infrastructure.

NRIT's proposal has a lot of "if" statements. For example, "[t]he design relies on...", "[w]ith agreement from..." "[i]t is believed...".<sup>7</sup> If the assumptions that accompany these "if" statements are incorrect then it will lead to extra costs and time. To be responsive to the RFP, NRIT should have investigated their assumptions, discovered the answers, and addressed the realities in their proposal, as other proposers did.

BRB notes that NRIT is outsourcing much of their work to other companies. This indicates they are not themselves experienced and qualified in providing this type of professional internet service. This is evidenced by their experience and qualifications section. The projects are primarily installing equipment rather than providing the required service. One of the example projects involved two of the companies they are working with, Cambium Networks and Frontera, but NRIT is not listed as participating in that project.<sup>8</sup> NRIT indicates that they are using ACS as a provider and marked where ACS comes into the MIZ. NRIT will operate out of city hall according to their proposal. They fail to address how they will fix the equipment after hours if the equipment is inside the secured city hall. Their use of CBJ's firewall and ACS is nonresponsive to the RFP requirements.

Competitive bidding exists to further the public benefit and to protect taxpayers by ensuring the responsible use of public funds.<sup>9</sup> To that end, the RFP must be accurate, complete, and "not so defective" in form or content as to exclude competition, to make the advertisement insufficient for bidders to accurately or timely respond to, and then to allow a bid to be awarded thereupon.<sup>10</sup>

The RFP itself in this case may have led to some of the failures by NRIT in their proposal. The

<sup>7</sup> NRIT Proposal, Understanding & Methodology Section, p. 6; BRB Agenda Packet, p. 238.

<sup>8</sup> NRIT Proposal, Experience & Qualifications Section, p.14; BRB Agenda Packet, p.246.

<sup>9</sup> *McBirney & Associates v. State*, 753 P.2d 1132, 1136 (Alaska 1988).

<sup>10</sup> 70 AMJUR POF 3d 97 §3.

pricing structure is confusing, and this is exhibited by the responses received. The protestor did a good job showing the differences in the pricing structures in their summary of the five-year estimates, which highlights that the companies are not all on the same page.<sup>11</sup> The table shows how each company priced their proposals to account for the infrastructure installation with the bulk of the costs being up front in the first year. If the companies were successful in continuing the contract throughout the potential five-year term, they included the cost to maintain the infrastructure and provide the service in the following years. This is converse to NRIT's proposal which inexplicably carries their costs over the five-year term. This results in the initial year being less than any other company, however NRIT's total five-year cost as proposed is more than double that of SCS. NRIT's five-year cost is approximately \$4 million versus SCS's at \$1.7 million. The next highest proposal is Boldyn at \$2.5 million. This gives a strong impression of manipulating the system by lowering the costs at the front end to gain an advantage over their competitors and secure the contract. The result is far greater cost to the CBJ beyond one year which is not in the taxpayers' best interests and is not "the most advantageous" proposal to the City and Borough, as required by CBJC 53.50.050(c)(3).

BRB is also concerned with the lack of transparency in the RFP regarding the funding of this project. Chris Murrey testified that companies had to do their own research on the funding source so they would know the amount available from the Marine Passenger Fees. The BRB finds this concerning in a public process. Rather than hide the available funding, the RFP should provide where the funding is coming from, how much is available, any restrictions on that funding, and what challenges there will be to continue funding in future years. Making the process more transparent would provide for more responsive proposals. The RFP could include a cost proposal that considers the entire potential cost of the project over five years to ensure apples-to-apples comparison of costs or ask for annualized costs to account for the possibility that funding does not continue.

While this contract is advertised as a service contract the BRB finds this project is a combination of

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<sup>11</sup> See BRB Agenda Packet, p. 409.

construction and service contract given the work necessary to install equipment as well as provide the service. The specific and varied skills required for this project suggest that at least one evaluator should have engineering experience or at least understand the technical complexities of a public wi-fi project.

As established in Alaska law, competitive bidding exists to further the public benefit and to protect taxpayers by ensuring the responsible use of public funds.<sup>12</sup> The competitive bid system is not for the benefit of other bidders, and its requirements must be construed with the purpose of best advancing the public interest.<sup>13</sup> It is well established that a court's determination of whether a bid is responsive is, first whether the bid varies in some material way from the advertised specifications, and, second, whether that variance gives a bidder a substantial advantage or benefit over the other bidders on the project.<sup>14</sup> While the PO has the authority to waive minor proposal defects that result in no injustice or prejudice to the bidders as a group, if a proposal varies in a material way from the advertised specifications, and that variance gives a bidder a substantial advantage or benefit over other bidders on the project courts have been known to overturn the agencies action.<sup>15</sup>

The protestor has proven that the defects in NRIT's proposal are not minor. The failure by NRIT to address the complex challenges of this project as requested by the RFP, including electrical requirements, and sufficient experience and qualifications made their proposal nonresponsive to the RFP requirements. NRIT's divergent pricing structure gave them a distinct advantage over other bidders while at the same time penalizing taxpayers. The BRB acknowledges that the very things that made the NRIT's proposal unresponsive should have resulted in it receiving a lower score than the other bidders. The PO may want to consider reissuing the RFP and ensuring all evaluators are well versed in the necessary requirements of the project.

<sup>12</sup> McBirney & Associates v. State, 753 P.2d 1132, 1136 (Alaska 1988).

<sup>13</sup> Id.

<sup>14</sup> Am. Jur. 2d, Public Works and Contracts § 58. See Laidlaw Transit, Inc. v. Anchorage School District, 118 P.3d 1018, 1032 (Alaska 2005).

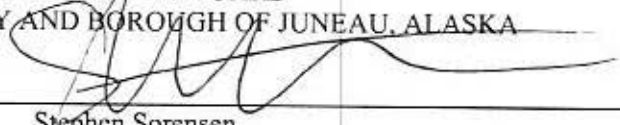
<sup>15</sup> See 70 AMJUR POF 3d 97.

**VI. Conclusion**

The BRB finds the PO acted unreasonably in determining NRIT's bid was responsive. It further finds that the RFP was lacking in clarity and information. It recommends that SCS's protest be granted, that NRIT's proposal be rejected as nonresponsive under CBJC 53.50.062(m)(1)(b).

DATED this 5<sup>th</sup> day of March, 2025.

BIDDING REVIEW BOARD  
CITY AND BOROUGH OF JUNEAU, ALASKA

By:   
Stephen Sorensen  
Chair/Presiding Officer





# BIDDING REVIEW BOARD AGENDA

February 19, 2025 at 12:00 PM

City Hall Assembly Chambers/Zoom Webinar

<https://juneau.zoom.us/j/86803231327> or call in: 1-253-215-8782 Webinar ID: 868 0323 1327

City Hall Assembly Chambers, 155 Heritage Way, Juneau, AK 99801

**A. CALL TO ORDER**

**B. ROLL CALL**

**C. SELECTION OF PRESIDING OFFICER**

**D. APPROVAL OF AGENDA**

**E. CBJ CODE & BIDDING REVIEW BOARD CODE FOR REFERENCE**

1. Bidding Review Board Procedures
2. Chapter\_53.50\_\_PURCHASING\_OF\_SUPPLIES\_AND\_SERVICES
3. CBJ Code 53.50.062 Protests

**F. BID PROTEST**

1. **RFP 25-190 Provision of Internet Services for CBJ Juneau MIZ**
  1. RFP 25-190 Provision of Internet Services for CBJ Juneau MIZ-Complete File (28 pgs)
2. **Responses from Interested Parties in RFP 25-190**
  1. Alaska Communications Response (45 pgs)
  2. Boldyn Networks Response (37 pgs)
  3. ICE Services Response (99 pgs)
  4. NorthRiver IT Response (88 pgs)
  5. Snowcloud Services Inc. Response (44 pgs)
3. **RFP 25-190 Evaluation Score Sheets**
  1. Evaluator 1 Scoresheets
  2. Evaluator 2 Scoresheets
  3. Evaluator 3 Scoresheets
4. **Posting Notice of Successful Proposer for RFP 25-190 Posted 12/30/2024**
  1. December 30, 2024 Posting Notice of Successful Proposer
5. **RFP- 25-190 Records Request by Snowcloud Services Inc. - 12/31/2024**
  1. Records Request for RFP 25-190 from Snowcloud Services Inc.
6. **Notice of Intent to Protest RFP 25-190 - email from Snowcloud Services Inc.**
  1. Email from Snowcloud Services Inc. - Notice of Intent to Protest
7. **2025-01-21 Protest Response from Purchasing Officer for RFP 25-190**
  1. Email - RFP 25-190 Protest Response from the Purchasing Officer 01.21.25

2. RFP 25-190 Protest Response from the Purchasing Officer 01.21.25

**8. Notice of Intent to Request Review RFP 25-190 dated 1/22/2025**

1. Email - RE\_Notice of intent to request review-RFP 25-190 Provision of Internet Services 01.22.25
2. Ruschmann Notice of intent to request review - RFP 25-190 01.22.25

**9. Snowcloud Services Inc. Formal Protest 01/07/2025**

1. January 7, 2025 Letter from Snowcloud Services Inc. formal protest

**10. Request to forward this protest of RFP 25-190 to the Bidding Review Board**

1. Email from Snowcloud Services Inc. - request to forward protest to Bidding Review Board
2. January 28, 2025 Letter from Snowcloud Services Inc. - request to forward protest to Bidding Review Board

**G. ADJOURNMENT**

**CITY AND BOROUGH OF JUNEAU**  
**BIDDING REVIEW BOARD – HEARING PROCEDURES**

1. Intent and Construction. A hearing before the City and Borough of Juneau Bidding Review Board is intended to be an informal, fair proceeding, for review of the Purchasing Officer's written response to the protest, with due regard for the rights of the parties involved. Pursuant to CBJ 53.50.061, these rules of procedure are intended to ensure the expeditious resolution of protests and shall be interpreted in a manner consistent with that intent.

2. Parties. The parties to the hearing are the protester; the apparent lower bidder or successful proposer; any other interested party that has appealed the decision of the purchasing officer or the manager; and the CBJ staff. A party may be represented by an attorney, but attorneys are not required.

3. Attendance. A party or the party's designated representative must attend the hearing. A party who fails, without good cause, to appear at the hearing waives his or her right to participate in the hearing.

4. Burden of Proof. A protestor seeking a Board recommendation in his or her favor bears the burden of persuasion to show that the Purchasing Officer's response to the protest is erroneous.

5. Evidence to be considered. The Board shall consider the written protest documents submitted to the Purchasing Officer under CBJ 53.50.062(d), the Purchasing Officer's written response, and the documents relied on by the Purchasing Officer in preparing the written response.

## 6. Conduct of Hearing.

(a) The chair or, in the absence of the chair, the vice-chair, shall preside at the hearing. The chair shall maintain decorum and assure that all parties have a reasonable opportunity to present their cases.

(b) The hearing shall be recorded. A party may request a copy of the recording or a transcript of the hearing. The requesting party shall bear the cost of copying or transcription.

(c) The board members may ask questions of the parties, or counsel concerning any matter related to the hearing, at any time, subject to the procedural direction of the chair.

(d) Unless otherwise determined by the chair, each party shall have 30 minutes to present oral argument to support their position and to state what, if any action, they wish the board to recommend. The protestor shall present first, and may reserve a portion of his or her time for rebuttal. No new issue may be raised in rebuttal.

(e) After the parties have presented their argument, the board shall deliberate in executive session.

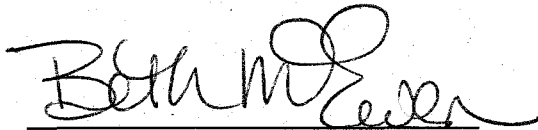
7. Recommendation. The board shall issue a written recommendation, with findings of fact and conclusions of law, in compliance with, and as provided in, CBJ 53.50.062 (k)-(n). The board may prepare the recommendation itself or direct the prevailing party to submit a recommendation for the board's review and adoption.

8. Presence at Hearing and Voting. A majority of the board members shall be present during the hearing and deliberations. A board member who was not present at

the hearing shall not participate in the board's deliberations or in the board's recommendation.

This document was adopted by the Bidding Review Board at its April 1, 2014 meeting.

Attested by:

A handwritten signature in cursive script, appearing to read "Beth McEwen", written over a horizontal line.

Beth McEwen, Deputy Clerk



1/7/2025

Purchasing Division  
City and Borough of Juneau  
155 Heritage Way  
Juneau, AK 99801

Re: Protest of RFP 25-190

In accordance with CBJ Ordinance 53.50.062, Snowcloud Services, LLC (SCS) hereby files its written protest of RFP 25-190 "Provision of Internet Services in the Juneau Maritime Industry Zone for the City & Borough of Juneau." SCS requests that the proposal by North River IT Service Co be found non-responsive and disqualified on the basis that North River's proposal fails to meet minimum standards set out in the RFP, the pricing offered is arbitrary and abnormally low, and pre-proposal actions by North River have clouded an otherwise fair and balanced RFP process.

#### **#1 Ranked Respondent's Bid is Arbitrary and Abnormally Low**

CBJ should reject North River IT Services Co's proposal as their proposed price is arbitrary and the initial term price is abnormally low and will undoubtedly result in poor performance, delays, and difficulty in project management and cost control. The proposed contract CBJ is entering into is a 5-year contract with renewals. The RFP did not require nor consider a 5-year fixed cost at time of bid thus CBJ will be entering into a de facto sole source for renewal after a potentially fraught and incomplete construction phase where substantial initial losses will need to be recovered.

Further it is apparent that North River intentionally underbid as there is no cost breakdown given for the first year's initial one-time construction, future prices are only based upon the initial year with an arbitrary 3% escalation rather than an estimated recurring cost for operation, and the proposal specifically mentions the need to negotiate a buyout clause indicating North River would need CBJ to both make a contribution to purchasing equipment while also agreeing to repurchase the same equipment. That is to say North River themselves does not think their bid price is indicative of estimated or true cost.

Under RFP 25-190 CBJ received 5 proposals and scored pricing based upon the initial term as follows (as calculated from points recorded on score sheets):

Bidder	Points	Cost (from pts)
Alaska Communications	127	\$1,474,574.80
Boldyn	133	\$1,408,052.63
ICE Services	110	\$1,702,463.64
North River	250	\$749,084.00
Snowcloud	217	\$863,000.00

Bidder SCS has significant existing infrastructure inside the MIZ (downtown Juneau) after providing internet and IT services there for over a decade. SCS's price is not reflective of others with no existing infrastructure as evidenced by the remaining bidders: ACS, Boldyn, and ICE. Similarly North River brings no legacy infrastructure nor novel cost savings technology to justify a lower initial cost. The average bid from ACS, Boldyn, and ICE is approximately \$1.52 million to achieve CBJ's requested coverage and performance, or over double the \$749,000 proposed by North River.

Beyond the abnormally low bid price, North River's bid price appears arbitrary. CBJ provided no budgetary estimates in RFP 25-190 and only states that "Funds from the MPF for the FY25/26 Cruise Season are secured..." Later in the RFP it is stated that "Any price/fee proposals that are over the maximum budget may require additional requests for funding and are therefore not guaranteed to be approved for award." The RFP does not mention that the FY25 Marine Passenger Fee Program only requested/funded \$1,000,000 for this project. As such three out of five respondents proposed systems significantly larger than CBJ's budget. This result is problematic as good-faith respondents' pricing is mainly based upon deployed nodes/access points to achieve the requested level of coverage and performance. As such North River's price appears selected only to narrowly avoid award contracting delays associated with certain price thresholds as under CBJ Ordinance 53.50.060 (e) (1), "bids in excess of \$750,000" require assembly approval (and the possibility of additional public scrutiny).

Beyond the obvious bad faith and opacity in North River's pricing, the gamification is strongly to the public's detriment when analyzing total 5-year contract cost. The total proposed 5-year cost by North River is \$3,976,542.72. \$1 million to \$2 million over prices contemplated by all other bidders. ACS and SCS do not offer exact pricing for future years but based upon comparing one-time versus recurring costs stated in their proposals the annual post-construction support appears in the \$100,000/year to \$200,000/year range. ICE proposes a recurring service cost for peak months, April – October, of \$27,382.56 and off-peak months, October – April, of \$5,859.36. Extrapolating ICE's months to an annual cost with 7 months of peak and 5 months of off-peak charges is \$220,974.72. Boldyn's proposal uses a zero upfront capital cost model, however their 5-year package including financing is \$1,403,467.



Summarizing the 5-year estimates in a table (in thousands of dollars):

Bidder	Year 1	Year 2	Year 3	Year 4	Year 5	Total	Savings over North River
North River	\$749	\$771	\$795	\$818	\$843	\$3,977	\$0
Snowcloud	\$863	\$200	\$200	\$200	\$200	\$1,663	\$2,314
Alaska Comm	\$1,476	\$200	\$200	\$200	\$200	\$2,276	\$1,700
Boldyn	n/a	n/a	n/a	n/a	n/a	\$1,403	\$2,573
ICE Services	\$1,708	\$221	\$221	\$221	\$221	\$2,592	\$1,384

### #1 Ranked Respondent Does Not Regularly and Routinely Engage in Services Sought

RFP 25-190 states that “The Contractor **must be** [emphasis] be regularly and routinely engaged in the business of the provision of professional internet services.” North River IT does not regularly engage in such business. North River is an IT company, not an internet service provider (ISP).

North River IT’s history in Juneau can be traced to 2018 when it was awarded Juneau School District’s (JSD) RFP 2018-WI. The RFP was unique as it represented a shift at JSD to managed services reimbursed through Universal Service Administration Co (USAC) instead of previous CBJ/JSD infrastructure projects that were design-bid-build and JSD operated. The RFP was written and administrated by the JSD IT Officer, Chris Murray.

North River IT has since been the sole provider of USAC-funded “Managed Internal Broadband Services” to JSD through present. USAC shows the last action taken on the contracts held by North River IT was on 4/27/24 where Kristina Derr canceled North River’s contract. Subsequent activity shows JSD processing a 2023 invoice for USAC reimbursement on 10/28/2024.

The delineation between an IT company who provides services to a single entity typically within the bounds of that entity’s building/property and that of an ISP which operates across public lands (rights-of-way, etc.) to a point of demarcation on private property requires an ISP to be more capable to maintain compliance with relevant laws, regulations, etc. As further highlighted below North River’s proposal illustrates their lack of understanding and qualification to complete a public project such as that contemplated in RFP 25-190.

### #1 Ranked Respondent’s Proposal Fails to Incorporate Required Technical Qualifications



RFP 25-190 states that “The Contractor **must have** [emphasis] the necessary experience, organization, technical qualifications, skills, and facilities...” However North River’s proposal fails to incorporate any key personnel or subcontractors with the specific technical qualifications and required licensing to perform the construction and engineering contemplated in the project.

North River, like other bidders, contemplates installing equipment on light poles, thus necessitating changes to the existing electrical systems. Electrical engineering, electrical contractors, and electricians all require licensing from the State of Alaska. Neither North River, its proposed construction subcontractor Linkup Alaska LLC, nor the proposed high school students are licensed to do electrical work in the State of Alaska.

All other bidders incorporated qualified, experienced, reputable, and licensed electrical contractors in their proposals. SCS proposed using Alaska Electric and Chatham Electric. ICE proposed using Chatham Electric and Valley Electric. Boldyn proposed using Fullford Electric. ACS proposed using Chatham Electric. SCS, ICE, and ACS also incorporated licensed electrical engineering services.

### **#1 Ranked Respondent Proposes to Use Students to Complete Construction**

Page 3 of North River’s proposal states under Item 5. “Through our partnership with the Juneau School District, career and technical education (CTE) students will gain hands-on experience by assembling masts, providing dock support, [emphasis] and ultimately gaining employment through this project.” Ignoring for a moment how North River intends to comply with local, state, and federal labor laws while utilizing underage minors physically on site on a dock during winter completing hazardous construction work. The statement shows that North River clearly lacks staffing to perform the project, does not offer a reasonable plan for obtaining staffing, and demonstrates a lack of understanding related to the various labor-related compliance procedures required public projects, CBJ, and by the RFP.

### **#1 Ranked Respondent References Advantages Provided By CBJ**

Page 14 of North River's proposal states that one of its key experiences is that North River "joined Frontera on-site during the comprehensive RF study in Juneau." This statement is extremely odd and begs additional explanation on how this is not a disqualifying conflict.

CBJ previously asked for feedback on a public Wi-Fi system for downtown Juneau under RFI 24-116. One of the feedback items provided under RFI 24-116 was that Juneau's downtown core has a very difficult (crowded/congested/noisy) RF environment and that CBJ should complete a radio frequency study. The purpose of such a study is to understand where existing RF sources are located such that CBJ does not install RF equipment that renders existing (and CBJ's once installed) equipment inoperable.

CBJ subsequently issued Quick Quote 24-370 titled "Radio Frequency Study for CBJ IT". The contract was subsequently awarded to Frontera Consulting Group, LLC for \$24,800.00. Frontera then completed a "study", which was provided as additional information for the current RFP 25-190. Frontera did not however complete an academic and neutral RF study in which they surveyed RF levels throughout downtown Juneau to identify RF sources and recommend technological or geographic mitigations for future wireless system designers to take into account. They instead provided a desktop layout and what reads like a proposal by a "full-service and turn-key specialized wireless consulting and integrator group" to provide a Wi-Fi system. The "study" even includes marketing material on Frontera including summaries of previous projects of similar deployments. (For comparison this is all information similar to that CBJ then expected proposers to create/verify on their own in order to respond to RFP 25-190.)

North River's proposal is entirely based upon Frontera's work. However, this is not the same work Frontera's gave to CBJ. North River states on page 5 of their response that, "The original comprehensive RF study was missing part of Zone B. The updated design now has Wi-Fi coverage throughout all of Zone A & B of the MIZ."

What sequence of events essentially led to CBJ paying to prepare North River's proposal? Nothing in North River's proposal indicates that Frontera and North River have ever worked together on a project. Per their own proposal their only mutual experience is to be "on-site" in Juneau. How did North River know when Frontera would be "on-site"?

## **#1 Ranked Respondent References Close Relationships**



As stated above, North River IT previously held a contract with JSD. Mr. Murray oversaw North River's contract until he became the CBJ's IT Director in 2022. At that time, Ms. Derr took over his position and continued the oversight of North River's contract until she closed it out on April 27, 2024. Prior to 2018 and until current time, there is no indication that North River has provided services in Juneau beyond that of the aforementioned JSD contracts that were all awarded and managed by the same people.

In September 2024, Ms. Derr left her long-standing job at JSD to join North River as a Project Manager, a position listed as hybrid on LinkedIn. This decision appears timed to coincide with the impending release of RFP 25-190 as to our knowledge North River has no significant presence in Juneau.

In an email from CBJ Purchasing to SCS concerning the discussion topics during the review conference, it was stated that one of the reasons North River and SCS received higher scores in this process was because of their "local established offices". There is a clear acknowledgment by the reviewers that opening a local office months before and hiring a previous colleague located in Juneau was a successful strategy for improving North River's ranking.

These above stated events suggest a potential preference for North River in the RFP process. Close relationships in such circumstances can lead to favoritism. This in and of itself is not necessarily evidence of an issue nor is a conflict of interest from employment per CBJ Ordinance being alleged. However, there are clearly many ethical issues presented in the preparation of and within North River's proposal beyond that of their material non-compliance with RFP requirements.

## **Conclusion**

For the above-mentioned reasons SCS requests CBJ find the proposal by North River IT Service Co as non-responsive and disqualified from RFP 25-190.

Chris Ruschmann  
Snowcloud Services, LLC



Snowcloud Services, LLC  
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Address: 155 Heritage Way, Juneau, AK 99801  
Phone: 907-586-5215 Ext. 4  
Purchasing Division

Letter sent via email and US. Mail

January 21, 2025

Mr. Chris Ruschmann  
Snowcloud Services, LLC  
PO Box 33957, Juneau, AK 99803  
Email: [chris@scsalaska.net](mailto:chris@scsalaska.net)

**SUBJECT: Response to Protest  
RFP 25-190 Provision for Internet Services for the Juneau Maritime Industry Zone (MIZ)**

Dear Mr. Ruschmann

As the City and Borough of Juneau (CBJ) Purchasing Officer, I have reviewed and considered the protest request for proposal (RFP) 25-190 Provision for Internet Services for the Juneau Maritime Industry Zone (MIZ), submitted on behalf of Snowcloud Services, LLC (Snowcloud) dated December 31, 2024, received by the City and Borough (CBJ) on January 7, 2025.

Snowcloud challenges the CBJ's December 30, 2024, Posting Notice of Successful Proposer identifying North River IT Service Co. (North River) as the apparent successful proposer for the subject project. Snowcloud challenge is that North River's proposal is non-responsive.

This response, issued pursuant to [CBJ 53.50.062\(g\)](#), is to inform you that the request to find North River non-responsive is denied.

The CBJ code does not define what it means to be a responsive bidder, but standard CBJ proposal documents provide the following, in the document Attachment A CBJ General Terms and Conditions. Attachment A is attached to this response and is included in all issued CBJ solicitations. A responsive vendor as an individual or firm who conforms in all respects to the requirements stated in the solicitation. Attachment A also addresses a qualified vendor in depth.

Snowcloud did not challenge that North River was not responsible, however, your protest asserts that North River provided a proposal that was not responsible.

Snowcloud asserts the following objections with #1 ranked respondent, North River.

- **Bid is Arbitrary and Abnormally Low.** Upon review of the pricing provided in all the proposals received, I have determined that River North's proposal was not arbitrary or abnormally low. The price was determined by use of formula and was only 25% of the total evaluation criteria with Understanding & Methodology being 20%, Management Plan being 30% and Experience & Qualifications being 25%. If the price component was removed from the evaluation scoring calculations, North River would still score number one by having the highest total ranking in the three other categories.

- **Does Not Regularly and Routinely Engage in Services Sought.** The intent of the RFP in an RFP is to ensure that providers are capable of providing the services as described, but it does not limit proposers on how they are able to provide the services, whether that be through the use of partnerships or subcontractors. The evaluation committee found that North River met this RFP requirement. North River scored the most by providing what the committee determined to be the best plan for the project by providing their approach to installation and configuration, equipment, security management, network monitoring, troubleshooting, and capacity planning. North River provided multiple references to successful similar projects, therefore CBJ has no reason to believe that they would not be successful in completing this project. Additionally, North River has successfully worked on other projects for CBJ and has shown that they can deliver as promised and within their proposed budget.
- **Proposal Fails to Incorporate Required Technical Qualifications.** All consultants and subcontractors will be completely vetted during any contract negotiations. CBJ is confident that the proposed partners named in the North River organizational chart are licensed and do have detailed experience that would suggest they can complete the project.
- **Proposes to Use Students to Complete Construction.** The evaluation committee expects the use of student workers by North River will comply with all local, state, and federal labor laws. Like any Contractor awarded a bid, North River will be expected to fulfill its obligations under any contract ultimately agreed to. The CBJ does not micromanage how the contractor fulfills these obligations, so long as the company complies with the applicable laws and meets the requirement under the RFP and any associated agreements.
- **References Advantages Provided By CBJ.** Any allegations of impropriety or bias is unfounded. The CBJ Purchasing Division makes it a priority to ensure that no conflicts of interest are involved when making decisions in the RFP process and have a multi-level system in place to filter out possible conflicts to verify a fair and equitable decision-making process.

I have determined that that North River is responsive and responsible regarding their submitted proposal for the subject project. The items outlined in your protest letter do not meet the required standard outlined in 53.50.062(d)(4) statement of the legal or factual grounds.

Regards,



Renée Loree, Purchasing Officer  
City and Borough of Juneau  
[Renee.Loree@juneau.org](mailto:Renee.Loree@juneau.org)  
907-586-5215 x4071

cc: Chaz Hagger, CEO North River IT Services Co.  
Chris Murray, CBJ IT Director  
Angie Flick, Finance Director  
Beth McEwen, City Clerk

## General Terms and Conditions

The following General Terms and Conditions are standard to the City's Purchasing Division for all purchases. Unless otherwise specified in the solicitation document, the following General Terms and Conditions will apply. Other specific terms and conditions may be provided in the solicitation specifications. In the event of a conflict between the general terms and conditions and the specifications, the specifications shall take precedence. The CBJ Purchasing Division, or their designee, will establishing the official Time and Date of receipt of all solicitation responses. Vendor responses to Quote and Bid solicitations will be considered the best and final offer and are non-negotiable.

**Addenda:** Bidders shall acknowledge receipt of all addenda issued for the solicitation document. Failure to acknowledge all addenda may result in the Vendors' response being rejected as non-responsive. It is the Vendor's responsibility to verify and acknowledge any addenda issued.

**Award:** Following the posting of evaluations and scoring, the successful Proposer will be required to accept the City's contract. If needed, any changes to the scope, schedule, or compensation as lined out in the RFP document may be discussed, and must be mutually agreed upon. Changes will be documented in the Contract. Note: Any agreed adjustments cannot have an effect on the ranking of proposals. If agreement cannot be reached, with the apparent best Proposer, the CBJ will discontinue the discussion and the next highest ranked Proposer will be offered the project. Upon receipt of a fully executed contract, the CBJ will issue a purchase order that will serve as the notice to proceed.

**Bid Bond/Security:** When requested, bid bonds must be submitted with the Vendor's response and shall be in the form of a certified check, cashier's check or approved bid bond, in a minimum amount of at least 5 percent of the maximum total amount for award. Checks or Bonds shall be made payable to the City and shall be given as a guarantee that the Vendor, if offered the award, will conform with the all specifications, furnish any required documentation, including but not limited to, Payment Bond, Performance Bond and Insurance Certificates. In case of vendor refusal or failure to enter into an agreement, the Check or Bid Bond shall be forfeited to the City. Failure of the Vendor to furnish the required bid security with their response will deem the Vendor non-responsive.

**Bid Surety:** In lieu of a performance bond, when specified in the solicitation, a bidder may post a surety to ensure performance over the entire term of the contract. The surety shall be made payable to the City in the form of a cashier's or certified check or certificate of deposit in the percentage amount stated in the solicitation, of the total contract value. If indicated in the solicitation, an option to withhold a set percentage from Vendor payments may be available as an alternative surety. Failure to supply the surety within the time required may cause the City to declare the bidder non-responsive and to reject their response. If the City cancels the contract due to noncompliance, regardless of the circumstances or contract time remaining, the surety will be declared as liquidated damages and forfeited to the City.

**Bid Bond/Surety Return:** As soon as practicable, the City will return solicitation securities that are not considered for award. All other required or specified bonds or securities will be held until contract has been awarded.

**Changes on Award:** For RFPs, the City may amend the scope of work according to the **CHANGES** provision of the CBJ Standard Contract. For RFB's or RFQ's, all changes in the Scope of Work will be negotiated, and mutually agreed upon in writing and documented by signed amendment.

**Contract Cancellation for Cause:** If the vendor is awarded a solicitation, the City reserves the right to cancel the contract for cause after initial award by providing written notice to the vendor. Cause includes, but is not limited to, the provision of inferior products other than requested in the solicitation documents, the vendor not meeting contract specifications, or failure to comply with the contract provisions, including notice that the vendor is in violation federal, state, or local laws pertaining to the contract. Upon such cancellation, any bid bond of the vendor shall be forfeited and the contract may be offered to the next responsible, responsive bidder or re-bid.

**Contract Extension:** Any extension of time to complete the scope of work provided in the solicitation, shall only be by mutually agreed upon terms between CBJ and the Vendor. If agreed upon, all terms and conditions shall remain in full force and effect. Unless otherwise agreed upon, vendors must complete the scope of work provided in the solicitation by the deadline provided in the contract and may be subject to damages caused by delay.

**Contract Termination for Convenience:** The CBJ may by prior written notice, terminate this agreement at any time, in whole or in part, when it is in the best interest of the City. In the event that this contract is terminated by the CBJ for convenience, as opposed to termination for cause, the City is liable only for payment in accordance with this agreement for work accomplished prior to the effective date of the termination.

**Cooperative Purchasing:** The City is authorized to extend the opportunity to utilize City contracts with other governmental agencies. The City will expressly state this condition if it is applicable to the solicitation and successful vendors will be bound by that condition. The City is not an agent of, partner to or representative of such outside agencies and is not obligated or liable for any action or debts that may arise out of such independently established cooperative procurements.

**Default:** In case of default by the Vendor, the City may procure the goods or services from another source and hold the Vendor responsible for any resulting excess cost and may seek other remedies under law or equity. If the Contractor defaults, the City may at its discretion, award the contract to the next available firm, based on ranking or price.

**DEFINITIONS:** the following terms used shall be defined as:

**CBJ or City:** is the City and Borough of Juneau,

**Solicitation:** A procurement document, such as Quote (RFQ), Bid (RFB), Request for Proposal (RFP), Statement of Interest (SI), or Request for Information (RFI), that contains information, scope of work, specifications, deliverables, timeline, etc. for goods or services the CBJ intends to procure.

**Vendor, Contractor, Proposer, Bidder, Consultant:** a firm or individual seeking to do business with the City and Borough of Juneau, AK and to whom a solicitation may be awarded.

**Submittal, Submission, Proposal, Response(s):** the document(s) submitted by the Vendor to the CBJ as required by the solicitation document.

**Plan holder:** a Vendor who is on record with the City for purposes of notification on all City communications concerning the solicitation.

**Responsive Vendor:** an individual or firm who conforms in all respects to the requirements stated in the solicitation.

**Responsible Vendor:** an individual or firm which demonstrates the capability in all aspects to fully perform all solicitation requirements and demonstrates the experience, integrity, perseverance, reliability, capacity, facilities, equipment and credit to assure good faith performance.

**Disclosure:** The CBJ is a municipal corporation and political subdivision of the State of Alaska, is subject to the Alaska Public Records Act, AS40.25.100-220, and the public records provisions of CBJ Charter, section 15.7. Contents of submitted responses to a solicitation will be kept confidential until the intent to award or posting notice is released. Immediately following release, all responses become public information. Any restrictions or prohibitions intending to prohibit public disclosure of any material attached or reference in any response based upon claims of privileged, confidential or proprietary materials, or other similar restriction shall be of no force and effect and all material will be deemed as public records. Trade Secrets and other proprietary data may be held confidential to the extent allowed by law upon request in writing by the Vendor. Material considered confidential by the vendor must



clearly identified and marked by page and section and must include a brief statement outlining the reasons for confidentiality. Marking as confidential is not acceptable and may be cause for rejecting a response for consideration and award.

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**Document Response Disclaimer & File Uploads:** It is the responsibility of the Vendor to submit all solicitation documents, including modifications, in a timely manner. Submitting any response to a solicitation shall be solely at the Vendor's risk. The Purchasing Division will attempt to keep all office equipment used in methods of document receipt, in working order but is NOT responsible for communications or documents that are late, regardless of cause. No Vendor documentation will be accepted as proof of receipt. Prior to any deadline, Vendors are strongly encouraged to confirm receipt of any submitted documents with the Purchasing Division. All electronic files uploaded must be in a common format accessible by software programs the City uses. Those common formats are generally described as Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or .pptx), or Adobe Portable Document Format (.pdf.). Suppliers will not secure, password protect or lock uploaded files; the City must be able to open and view the contents of the file. Suppliers will not disable or restrict the ability of the City to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches. The City may disqualify any Submittal Response that does not meet the criteria stated in this paragraph.

**Examination of Solicitation:** Vendors shall thoroughly examine all solicitation documents, including any issued addenda and attached sample contract if applicable. Responses submitted for consideration of award by the Vendor shall constitute an acknowledgement that all solicitation documents have been thoroughly examined and reviewed. Failure of a Vendor to receive, review or examine any solicitation documents including attachments, appendix or addenda shall in no way relieve them of any contractual obligation required by the solicitation. A claim of misinterpretation or lack of knowledge concerning the solicitation document or process is not justification for additional compensation.

**Equal Employment Opportunity:** In order to be considered for the solicitation, the vendor must not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, familial status, sexual orientation, gender identity, gender expression, or national origin. The vendor will be required to include these provisions in any agreement relating to the work performed under this agreement with contractors or subcontractors. The City is an affirmative action purchaser and encourages small and disadvantaged businesses to submit responses.

**Filing A Protest:** Protest will be administered in accordance with the Purchasing Code 53.50.062 and 53.50.080. Available from the Purchasing Division or online at [https://library.municode.com/ak/juneau/codes/code\\_of\\_ordinances?nodeId=TIT53PRACDI\\_PTIIOTPR\\_CH53.50PUSUSE\\_53.50.062PR](https://library.municode.com/ak/juneau/codes/code_of_ordinances?nodeId=TIT53PRACDI_PTIIOTPR_CH53.50PUSUSE_53.50.062PR)

**Fiscal Funding:** The parties acknowledge that the municipality is legally prohibited from encumbering funds that have not been duly appropriated, pursuant to CBJ Charter 9.13. Funding for this solicitation is subject to an appropriation of funds by, and at the sole discretion of, the City and Borough of Juneau Assembly. The parties acknowledge and understand that in the event the Assembly fails to appropriate sufficient funds for this solicitation, the solicitation will automatically terminate without penalty or further municipal liability. A contract award will not be issued unless there is a sufficient appropriation in place for the purchase order or notice to proceed.

**Force Majeure Events:** Except for the obligation to make payments, neither the CBJ or Vendor shall be in default for its failure to perform, or a delay in performance cause by strikes, epidemics, riots, imposition of laws or governmental orders, fires, acts of God, acts of civil or military authority, embargoes, war, terrorist acts, insurrections, explosions, earthquakes, nuclear accidents, floods, power blackouts affecting facilities and other similar events beyond either the CBJ's or Vendors reasonable control and without its fault or gross negligence. Upon the occurrence of a Force Majeure Event, written notice shall be given to the other Party as soon as practicable and shall promptly confer in good faith to agree upon reasonable actions to minimize any impact. The Party claiming such an event is preventing performance, shall take reasonable actions to mitigate any such delay or failure.

**Indemnification:** As a material part of this solicitation, the Vendor shall agree 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 the Vendor's performance of this contract without limitation as to the amount of fees, and without limitation as to any damages, cost or expense resulting from settlement, judgment, or verdict, and includes the award of any attorney's fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies, to the fullest extent, permitted by law, 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 contract. The obligations of the Vendor arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify Vendor in a timely manner of the need for indemnification, but such notice is not a condition precedent to Vendor's obligations and may be waived where the Vendor has actual notice.

**Interpretation of Solicitation:** No oral interpretations will be made to any vendor as to the meaning of a solicitation. Oral and all other non-written responses, interpretations and/or clarifications shall not be legally effective or binding. Comments concerning defects, questionable or objectionable material and requests for interpretation must be made in writing and received by the Purchasing Division by the deadline indicated in the solicitation document. If required, changes to the solicitation documents will be made by addendum and sent promptly to all parties to whom the documents have been issued. All addenda issued become part of the solicitation document and resulting final contract award.

**Licensing Requirements.** Contractor is responsible for obtaining and maintaining all appropriate licenses as required by federal, state or local laws. An Alaska Business License is required to perform most, if not all services in the State of Alaska. Information on obtaining a business or requirements for all professional licenses for AK can be found online at <https://www.commerce.alaska.gov/web/cbpl/BusinessLicensing.aspx> If requested by the City, proof of licensing may be required prior to award.

**Modifications:** Modifications to a solicitation response can be delivered in person, by fax, email to [purchasing@juneau.org](mailto:purchasing@juneau.org) (or via online submission depository if e-responses are allowed by the solicitation), by mail or fax (907-586-4561). Responses must be received prior to the solicitation deadline and will be time and date stamped thereby establishing the official time of receipt. Any modification must not reveal the respondent's price for a formal sealed solicitation and shall be in the form of an addition or subtraction so that final prices will not be known until the solicitation is opened, reviewed and verified. Modifications to a solicitation received after the deadline established for receipt shall not be considered.

**Negotiations:** Unless expressly specified in the solicitation document, compensation will not be **negotiated**. If so specified, negotiated changes to any Vendor submitted pricing, fee schedule, or price proposal will be documented by contract or signed amendment prior to the issuance of a purchase order.

**Nondisclosure & Confidentiality:** Contractor agrees that all confidential information to which it has access in performing this contract shall be used only for purposes of providing the deliverables and performing the services specified herein. Contractor shall not disseminate or allow dissemination of confidential information to third parties unless authorized in writing by the City. Contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the Contractor with all applicable federal and state law, including the Social Security Act and HIPAA. Contractor must promptly notify the City in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information. Confidential information, as used herein, includes but is not limited to financial data, bank account data and



information, user lists, passwords, technology infrastructure, and technology data (infrastructure, architecture, operating systems addresses, etc.).

Section , Item 32.

**Preparation of Solicitation Response:** Responses submitted for consideration, must be carefully, and legibly completed, as required and described in the solicitation documents: i.e. on forms provided, with attached required documents, description of any proposed variances, etc. Responses that contain omissions, irregularities, additions or alterations of any kind may be rejected. Every submittal, formal or informal, shall include signature of an authorized representative to bind the company. Responses containing any material alteration or irregularity of any kind may be rejected. Any erasures or changes must be initiated by the authorized representative signing the response. The lowest qualified response will be considered for award. Except as ordered by a court of competent jurisdiction, the City is not liable for any cost incurred by the bidder for bid preparation.

**When a solicitation specifies that only Hard Copy responses will be accepted,** no oral, electronic mail, facsimile or telephone responses will be accepted. Sealed responses shall be received at the Purchasing Division Office; or their designee as noted in the solicitation, prior to the deadline indicated. Responses shall be delivered in a completely sealed envelope with an affixed label that shows the solicitation title, number, and deadline. The City will not be responsible for the premature opening of, or failure to open, any response not properly addressed and identified. It is the Vendor's responsibility to verify that responses are received prior to the solicitation deadline. Late responses will not be accepted and will be returned to the Vendor.

**Postponement of Opening:** Sealed responses will be received until the deadline stated in the solicitation document, or such later time as announced by addenda sent to all plan holders at any time prior to the deadline. The City reserves the right to postpone the solicitation deadline at any time.

**Pricing & Additions:** Submitted prices shall include everything necessary to fulfill the contract including, but not limited to, furnishing all materials, freight, equipment and labor. Submitted pricing must be in U.S. funds. In case of error in the extension of prices, unit prices will govern. A Vendors' response to a solicitation is acknowledgement and acceptance of any proposed fee schedule, deliverables, or timeline specified in the solicitation documents. For the purpose of award, offers made in accordance with any solicitation must be irrevocable for a period of ninety (90) calendar days from the solicitation deadline. Quantities listed are estimates for bidding purposes only. The City does not guarantee any minimum or maximum quantities. The City may request additional units above the amount stated in the solicitation. Additional units in excess of 25% of the original awarded contract will be at pricing previously submitted in the solicitation and accepted by mutual written agreement.

**Price Adjustments:** Unless stated otherwise, unit pricing may be subject to an adjustment once per year of a term contract. Requests for a price adjustment must be submitted in writing a minimum of 60 days prior to the start of the next renewal period and be based on substantiated changes for actual cost differences during the contract period. If the City agrees to the price adjustment, an amendment reflecting the change will be issued. The City may counter the Vendors request for pricing and if no agreement can be negotiated, the City may offer the contract to the next apparent low bidder, or the contract may be cancelled and rebid.

**Purchase Order(s) & Payments:** The City's purchase order and (if applicable) the Notice of Award, are the only documents that may be used to place orders against any contract(s) resulting from a solicitation. Payment will be authorized and initiated after acceptance of the goods or services by the City. A portion of the final payment may be withheld to insure all conditions of the solicitation are met. Accurate invoices must be submitted to the designated Contract Administrator and the CBJ Accounts Payable Division. Invoices must include, the purchase order number, Vendor's name and phone number. Invoices must clearly and accurately state quantities, item descriptions and units of measure and any discounts or trade-ins. All payments shall be net 30 days upon receipt of complete and accurate invoice(s) unless specified otherwise.

**Qualified Vendor:** A qualified Vendor is a Vendor who submits the lowest responsive and responsible bid or response. A responsive bid conforms in all material respects to the requirements stated in the solicitation. A responsible vendor has the capability in all respects to fully perform all of the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment and credit, which will assure good faith performance. Responsible vendors will be those who have not defaulted or otherwise failed to perform an awarded City contract and are in good standing with the City finance division as provided below. Each Vendor shall be skilled and regularly engaged in the general class or type of work called for within the solicitation. If requested, the apparent successful Vendor shall submit resumes, references or other documentation, which demonstrates the experience and knowledge of the Vendor, and its key personnel who will be assigned to this contract.

**Solicitation Cancellation or Rejection of Solicitation Response:** The City may cancel, in whole or in part, any Solicitation when it is in the best interest of the City. The City reserves the right to reject any or all submitted solicitation responses, and to determine which submitted response, if any, should be accepted in the best interest of the City. The City reserves the right to waive any informality in a solicitation. A Vendor may be considered not responsible if a Vendor has previously failed to perform properly or to complete a contract as specified with the City, or another government agency. A response may be rejected and considered non-responsive for, including but not limited to, the following reasons:

- The response is on a form other than that supplied by the City, or is improperly signed;
- The responding Vendor adds any unauthorized conditions, limitations, or provisions reserving the right to accept or reject any award, or to enter into a contract pursuant to an award;
- If there are unauthorized additions or irregularities of any kind which may make the response incomplete, indefinite, ambiguous as to its meaning, or in conflict with the City's solicitation;
- If the responding Vendor omits a price on any item or items on which pricing is required;
- If the response contains any excessively unbalanced prices (either above or below a reasonable price) to the detriment of the City;
- If the Vendor fails to furnish an acceptable bid guaranty; or
- If the Vendor has not acknowledged receipt of each Addendum.

**Specifications:** Unless otherwise specified as no substitute in the solicitation documents, product brand names or model numbers specified are examples of the type and quality of product required and are not a statement of preference. If the solicitation specifications stated conflict with a brand name or model number describing an item, the specifications will govern. Reference to brand name or number does not prevent an offer of a comparable or better product. When offering a comparable product full specifications and descriptive literature must be provided if requested. Any variance to specifications must clearly indicated and documented by the Vendor. Failure to provide complete specifications and descriptive literature may be cause for rejection of Vendor's response.

Unless clearly stated in the solicitation all items to be shipped must be quoted F.O.B. destination. Any charges associated with shipping are to be imbedded into the unit pricing. Items are to be shipped as economically as possible and packaged as appropriate to contents to minimize damage or loss. Vendor is responsible for filing any freight claims subsequent to shipment. Any loss incurred will be the responsibility of the Vendor.

The City reserves the right to determine suitability of items offered. All goods or materials are subject to approval by the City. Materials used in the fabrication of items must be free of any defects that affect the performance, application and specifications. Any items rejected because of non-conformity of the terms and conditions or specifications of the solicitation, whether held by the City or returned, will be at the Vendor's risk and expense. Vendor represents that all items offered shall be new. Used, shopworn, demonstrator, prototype or discontinued models are not acceptable. Vendor will guarantee

parts availability for applicable items for a minimum of 10 years or the reasonable life of items, whichever is greater. OEM manuals must be provided for all items upon delivery.

Section , Item 32.

**Subcontracting:** Subcontracting will not allowed without the prior written consent of the Purchasing Division. If subcontracting is approved and allowed, information on the subcontractor and a list of employees and their qualifications must be provided. Subcontractor must abide by all the solicitation requirements.

**Vendor Collusion:** By submitting a bid, the vendor affirms that they have not, either directly or indirectly, participated in any collusion, or otherwise taken any action in restraint of the competitive bidding in connection with the solicitation. Collusion by and between Vendors or City officials will disqualify all parties involved in the act of collusion and may result in those Vendors being disqualified from participating in future solicitations.

**Vendor Good Standing with CBJ:** Vendors must be in good standing with the CBJ prior to award of any contract and any subsequent contract renewals. The apparent successful Vendor shall have seven (7) business days following notification to correct any outstanding issues. Good standing means the following: all amounts owed to the CBJ are current and the Vendor is not delinquent with respect to any taxes, fees, assessment, or other monies due and owed the CBJ. Vendor must be current in all CBJ reporting requirements including sales tax registration and reporting and any necessary business personal property declarations. If a Confession of Judgment has been executed, the Vendor must be in compliance and current with any terms or stipulations associated with the Confession of Judgment, including any installment payments due. Vendors who fail to timely pay suppliers or subcontractors under CBJ contracts will likewise not be considered in good standing. For the purposes of this provision, the term "vendor" will include all entities that share principal officials and managing members. If a vendor is not in good standing with the CBJ, subsidiaries or other entities created or otherwise controlled by that vendor will also not be considered in good standing with the CBJ.

Failure to meet these requirements may be cause for rejection of your solicitation. To determine if your business is in good standing, or for further information, contact the CBJ Finance Department's Sales Tax Division, at email: [Sales\\_Tax\\_Office@juneau.org](mailto:Sales_Tax_Office@juneau.org) for sales tax issues, Assessor's Office at email: [Assessor.Office@juneau.org](mailto:Assessor.Office@juneau.org) for business personal property issues, or Collections Division at email: [Collections@juneau.org](mailto:Collections@juneau.org) for all other accounts.

**Vendor Name Change & Assignment of Contract:** If the Vendor's business name changes or the business is sold, transferred, or assumed by a second party, written notification of the change must be provided to the City's Purchasing Division. The notification must be signed by all Vendor parties involved, and received by CBJ no later than 30 calendar days from the date of change. The notification must state the type of change, reason for change, include the Federal Employer Identification Number or Tax identification Number of all Vendor parties involved, and provide all legal documentation verifying the change. Failure to provide notification within 30 calendar days of the changes may be grounds for purchase order cancellation without further cause. Additional documentation concerning the assignment of payments and acceptance of assigned payments may be required from the assignor and assignee. Any contract resulting from this solicitation may not be assigned in whole or in part without the prior written consent of the City's Purchasing Division and agreement from the user department.

**Vendor Obligation:** Notwithstanding the expiration date of a contract resulting from this solicitation, the Vendor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired. Unless otherwise stated in the solicitation, the City will assume that the Vendor has accepted, without reservation or amendment, the whole terms of the contract documents.

**Warranty/Guarantee:** The Manufacturers maximum standard warranty/guarantee shall apply to all items purchased. Coverage will begin on the date of acceptance of items by the City. All items shall be guaranteed against faulty material and workmanship. Failure of any items to meet specifications or to operate properly in any way will require replacement by the Vendor at no expense to the City. Any claims initiated by the City for warranty/guarantee will be resolved within thirty (30) days of notification at no additional cost. Failure to resolve any claim in the timeframe specified may require the City to correct the issue. Any costs incurred by the City in correcting an issue will be reimbursed by the Vendor. Vendor guarantees that all items offered will be standard equipment and the latest model of regular stock product offered in the manufacturers published specifications. No attachment or part of any item will be supplied that is contrary to the manufactures recommendations or standard practice.

**Withdrawal of Response.** All submitted responses shall constitute a binding offer to the City as outlined therein and shall be irrevocable after the solicitation deadline. A vendor may withdraw its response by giving written notice prior to the solicitation deadline. After the time last announced for the solicitation deadline and until execution of the contract, no vendor will be permitted to withdraw its response unless the solicitation contract is delayed due to acts by the City.

**To:**  
**City and Borough of Juneau**  
**Purchasing Division**  
**155 Heritage Way**  
**Juneau, AK 99801**

**From:**  
Chris Ruschmann  
2760 Sherwood Ln STE 2B  
Juneau Alaska 99801  
Chris@scsalaska.net  
907-789-0048

Date: 01/22/2025

Subject: Notice of Intent to request review – RFP 25-190 Provision of Internet Services

Grounds for Review of protest:

**Respondent's Bid is Arbitrary and Abnormally Low**  
**Respondent Does Not Regularly and Routinely Engage in Services Sought**  
**Respondent's Proposal Fails to Incorporate Required Technical Qualifications**  
**Respondent Proposes to Use Students to Complete Construction**  
**Respondent References Advantages Provided By CBJ**  
**Respondent Conflict of Interest**

Sincerely,  
Chris Ruschmann  
Managing Partner  
Snowcloud Services





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

TO: Renee Loree, Purchasing Manager  
CC: Angie Flick, Finance Director; SnowCloud Services, LLC, RFP 25-190 protestor  
DATE: January 23, 2025  
FROM: Robert Barr, Deputy City Manager  
RE: RFP 25-190 Best Interest Finding

It is important to follow the process for protests of public procurement bids as code outlines; however, in this instance, delay in the project award will result in either a missed construction season or a project that cannot be substantially completed prior to this summer's tourism season.

In prior years, wireless and cellular connectivity was severely constrained for users – tourists and residents – in the downtown area of Juneau when visitorship was high. We have every reason to believe that constraint will be present again this year. This project is designed to mitigate against that impact. Mitigating tourism impacts to the benefit of the public has been and continues to be a high priority of the Assembly and our community at large.

Therefore, on balance, I find it is in the best interest<sup>1</sup> of the City and Borough to immediately enter into final contract negotiations and award RFP 25-190 Provision for Internet Services for the Juneau Maritime Industry Zone (MIZ) to the top scoring respondent, Northriver IT Services Co.

<sup>1</sup> CBJC 53.50.062(f)

**From:** [Chris J. Ruschmann](#)  
**To:** [Borough Assembly](#)  
**Cc:** [Robert Barr](#); [Angie Flick](#); [Renee Loree](#); [Beth Weldon](#); [Mark Luchini](#)  
**Subject:** Request for Immediate Review of RFP 25-190  
**Date:** Thursday, January 23, 2025 10:22:50 PM

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**EXTERNAL E-MAIL: BE CAUTIOUS WHEN OPENING FILES OR FOLLOWING LINKS**

Dear Assembly Members,

I am writing to formally request an immediate review of RFP 25-190 by the Assembly to address concerns related to the recent award of this project.

Despite my attempts to protest the award, I found the response from Purchasing unsatisfactory. I subsequently filed a request for review, which was denied by Robert Barr earlier today.

I firmly believe that this project, as currently proposed, is not in the best interest of the City or the downtown business environment. There are significant issues that warrant careful consideration, as they may lead to unintended consequences.

As a long-standing wireless internet service provider in Downtown Juneau, Snowcloud Services has over a decade of experience delivering wireless solutions to local businesses. Our deep understanding of the area's wireless landscape gives us unique insight into the potential challenges posed by this project.

To avoid moving forward in haste, I urge the City and the Assembly to consider two recently completed systems that address the very issues this RFP aims to resolve:

1. **AT&T Cellular Site** – Commissioned at the Marine View Center this winter.
2. **Royal Caribbean Tourist Wi-Fi Network** – Deployed throughout the MIZ.

Given the completion of these projects, I believe the City has the opportunity to pause and reassess the necessity and scope of RFP 25-190. A thorough review would ensure that the project aligns with the City's best interests and avoids unnecessary expenditure or duplication of efforts.

Thank you for your attention to this matter. I am available to discuss this further and provide additional details if needed.

Sincerely,  
Chris Ruschmann  
Managing Partner

Snowcloud Services  
C:907-209-1059  
O:907-789-7701



1/28/2025

Purchasing Division  
City and Borough of Juneau  
155 Heritage Way  
Juneau, AK 99801

Re: Protest of RFP 25-190

In accordance with CBJ Ordinance 53.50.062, Snowcloud Services, LLC (SCS) hereby files its written request for review by the Bidding Review Board of RFP 25-190 "Provision of Internet Services in the Juneau Maritime Industry Zone for the City & Borough of Juneau." SCS again requests that the proposal by North River IT Service Co be found non-responsive and, if the CBJ wishes non-responsive, and/or otherwise disqualified on the basis that North River's proposal fails to meet minimum standards set out in the RFP, the pricing offered is arbitrary and abnormally low, and pre-proposal actions by North River have clouded an otherwise fair and balanced RFP process.

### **#1 Ranked Respondent's Bid is Arbitrary and Abnormally Low**

CBJ should reject North River IT Services Co's proposal as their proposed price is arbitrary and the initial term price is abnormally low and will undoubtedly result in poor performance, delays, and difficulty in project management and cost control. The proposed contract CBJ is entering into is a 5-year contract with renewals. The RFP did not require nor consider a 5-year fixed cost at time of bid thus CBJ will be entering into a de facto sole source for renewal after a potentially fraught and incomplete construction phase where substantial initial losses will need to be recovered.

Further it is apparent that North River intentionally underbid as there is no cost breakdown given for the first year's initial one-time construction, future prices are only based upon the initial year with an arbitrary 3% escalation rather than an estimated recurring cost for operation, and the proposal specifically mentions the need to negotiate a buyout clause indicating North River would need CBJ to both make a contribution to purchasing equipment while also agreeing to repurchase the same equipment. North River themselves does not think their bid price is indicative of estimated or true cost.

Under RFP 25-190 CBJ received 5 proposals and scored pricing based upon the initial term as follows (as calculated from points recorded on score sheets):



Bidder	Points	Cost (from pts)
Alaska Communications	127	\$1,474,574.80
Boldyn	133	\$1,408,052.63
ICE Services	110	\$1,702,463.64
North River	250	\$749,084.00
Snowcloud	217	\$863,000.00

Bidder SCS has significant existing infrastructure inside the MIZ (downtown Juneau) after providing internet and IT services there for over a decade. SCS's price is not reflective of others with no existing infrastructure as evidenced by the remaining bidders: ACS, Boldyn, and ICE. Similarly North River brings no legacy infrastructure nor novel cost savings technology to justify a lower initial cost. The average bid from ACS, Boldyn, and ICE is approximately \$1.52 million to achieve CBJ's requested coverage and performance, or over double the \$749,000 proposed by North River.

Beyond the abnormally low bid price, North River's bid price appears arbitrary. CBJ provided no budgetary estimates in RFP 25-190 and only states that "Funds from the MPF for the FY25/26 Cruise Season are secured..." Later in the RFP it is stated that "Any price/fee proposals that are over the maximum budget may require additional requests for funding and are therefore not guaranteed to be approved for award." The RFP does not mention that the FY25 Marine Passenger Fee Program only requested/funded \$1,000,000 for this project. As such three out of five respondents proposed systems significantly larger than CBJ's budget. This result is problematic as good-faith respondents' pricing is mainly based upon deployed nodes/access points to achieve the requested level of coverage and performance. As such North River's price appears selected only to narrowly avoid award contracting delays associated with certain price thresholds as under CBJ Ordinance 53.50.060 (e) (1), "bids in excess of \$750,000" require assembly approval (and the possibility of additional public scrutiny).

Beyond the obvious bad faith and opacity in North River's pricing, the gamification is strongly to the public's detriment when analyzing total 5-year contract cost. The total proposed 5-year cost by North River is \$3,976,542.72. \$1 million to \$2 million over prices contemplated by all other bidders. ACS and SCS do not offer exact pricing for future years but based upon comparing one-time versus recurring costs stated in their proposals the annual post-construction support appears in the \$100,000/year to \$200,000/year range. ICE proposes a recurring service cost for peak months, April – October, of \$27,382.56 and off-peak months, October – April, of \$5,859.36. Extrapolating ICE's months to an annual cost with 7 months of peak and 5 months of off-peak charges is \$220,974.72. Boldyn's proposal uses a zero upfront capital cost model, however their 5-year package including financing is \$1,403,467.





Summarizing the 5-year estimates in a table (in thousands of dollars):

Bidder	Year 1	Year 2	Year 3	Year 4	Year 5	Total	Savings over North River
North River	\$749	\$771	\$795	\$818	\$843	\$3,977	\$0
Snowcloud	\$863	\$200	\$200	\$200	\$200	\$1,663	\$2,314
Alaska Comm	\$1,476	\$200	\$200	\$200	\$200	\$2,276	\$1,700
Boldyn	n/a	n/a	n/a	n/a	n/a	\$1,403	\$2,573
ICE Services	\$1,708	\$221	\$221	\$221	\$221	\$2,592	\$1,384

#### Response from Purchasing Office:

*Upon review of the pricing provided in all the proposals received, I have determined that River North's proposal was not arbitrary or abnormally low. The price was determined by use of formula and was only 25% of the total evaluation criteria with Understanding & Methodology being 20%, Management Plan being 30% and Experience & Qualifications being 25%. If the price component was removed from the evaluation scoring calculations, North River would still score number one by having the highest total ranking in the three other categories.*

#### SCS rebuttal:

The Purchasing Officer's report does not evaluate or refute any of SCS' protest grounds other than to state that "Upon review of the pricing provided in all the proposals received, I have determined that River North's proposal was not arbitrary or abnormally low."

Secondly, the Purchasing Officer's report contemplates removing price from consideration entirely and still awarding to North River on the basis of formula. The protest grounds SCS has stated are unrelated to the RFP scoring formula. The Purchasing Officer's analysis is of interest as it illustrates how there is a broader issue that remains unresolved by formula analysis. Suppose North River had bid \$1 for Year 1 and simply added \$200,000 to the renewal price in Years 2 through 5? Would the Purchasing Officer's conclusion remain the same? Why is a 50% underbid in Year 1 and a 200% overbid on the total contract value acceptable and not to the detriment of the City?

When entering into contracts and for the performance of contracts there is the covenant of good faith and fair dealing. As the attached CBJ Standard Terms and Conditions for a "Qualified Vendor" allude: "A responsible vendor has the capability in all respects to fully perform all of the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment and credit, which will assure **good faith** performance." Further the same CBJ Standard Terms and Conditions state, "A response may be rejected and considered **non-**

**responsive** for, including but not limited to, the following reasons: ... If the response contains any excessively unbalanced prices (either above or below a reasonable price) to the detriment of the City; ..." There is a clear detriment to CBJ to overpay for services and there is a clear issue with CBJ covering the contractor's risk to accept an underbid proposal to the detriment of itself and other bidders who have responded in good faith to price CBJ's actual proposed project/performance criteria.

**#1 Ranked Respondent Does Not Regularly and Routinely Engage in Services Sought**  
**#1 Ranked Respondent's Proposal Fails to Incorporate Required Technical Qualifications**

RFP 25-190 states that "The Contractor **must have** [emphasis] the necessary experience, organization, technical qualifications, skills, and facilities..." However North River's proposal fails to incorporate any key personnel or subcontractors with the specific technical qualifications and required licensing to perform the construction and engineering contemplated in the project.

North River, like other bidders, contemplates installing equipment on light poles, thus necessitating changes to the existing electrical systems. Electrical engineering, electrical contractors, and electricians all require licensing from the State of Alaska. Neither North River, its proposed construction subcontractor Linkup Alaska LLC, nor the proposed high school students are licensed to do electrical work in the State of Alaska.

All other bidders incorporated qualified, experienced, reputable, and licensed electrical contractors in their proposals. SCS proposed using Alaska Electric and Chatham Electric. ICE proposed using Chatham Electric and Valley Electric. Boldyn proposed using Fullford Electric. ACS proposed using Chatham Electric. SCS, ICE, and ACS also incorporated licensed electrical engineering services.

**Response from Purchasing Office:**

*The intent of this statement in an RFP is to ensure that providers are capable of providing the services as described, but it does not limit proposers on how they are able to provide the services, whether that be through the use of partnerships or subcontractors. The evaluation committee found that North River met this RFP requirement. North River scored the most by providing what the committee determined to be the best plan for the project by providing their approach to installation and configuration, equipment, security management, network monitoring, troubleshooting, and capacity planning.*



*North River provided multiple references to successful similar projects, therefore CBJ has no reason to believe that they would not be successful in completing this project. Additionally, North River has successfully worked on other projects for CBJ and has shown that they can deliver as promised and within their proposed budget.*

*All consultants and subcontractors will be completely vetted during any contract negotiations. CBJ is confident that the proposed partners named in the North River organizational chart are licensed and do have detailed experience that would suggest they can complete the project.*

**SCS rebuttal:**

The Purchasing Officer's report states: "CBJ is confident that the proposed partners named in the North River organizational chart are licensed and do have detailed experience that would suggest they can complete the project."

Again, SCS reiterates that the project contemplates electrical and engineering work that requires licensure in the State of Alaska. The proposed subcontractors in the North River proposal do not hold licenses required to perform such electrical and engineering work as verifiable in the publicly accessible State of Alaska database. Or alternatively stated, North River's proposal does not mention or attest to hold such licensing. There is no lower bar to be minimally compliant, i.e. responsive, other than to have the licenses required to complete the project contemplated in the RFP.

If CBJ simply allows North River to add additional subcontractors post award, as CBJ will inevitably be forced to do, then CBJ cannot also look past the creation of the non-responsibility issues whereas CBJ's evaluators scored a proposal that was materially lacking in minimal licensing for "Experience and Qualification" with scores of 10/10, 8/10, and 8/10. (9/10 is not an allowed score.)

Furthermore, if CBJ believes that North River (or its named subcontractors) regularly and routinely engages in the services sought, why do they not have the minimally required licensing and why have they not presented such licenses in their RFP response?

### **#1 Ranked Respondent References Advantages Provided By CBJ**

Page 14 of North River's proposal states that one of its key experiences is that North River "joined Frontera on-site during the comprehensive RF study in Juneau." This statement is extremely odd and begs additional explanation on how this is not a disqualifying conflict.

CBJ previously asked for feedback on a public Wi-Fi system for downtown Juneau under RFI 24-116. One of the feedback items provided under RFI 24-116 was that Juneau's downtown core has a very difficult (crowded/congested/noisy) RF environment and that CBJ should complete a radio frequency study. The purpose of such a study is to understand where existing RF sources are located such that CBJ does not install RF equipment that renders existing (and CBJ's once installed) equipment inoperable.

CBJ subsequently issued Quick Quote 24-370 titled "Radio Frequency Study for CBJ IT". The contract was subsequently awarded to Frontera Consulting Group, LLC for \$24,800.00. Frontera then completed a "study", which was provided as additional information for the current RFP 25-190. Frontera did not however complete an academic and neutral RF study in which they surveyed RF levels throughout downtown Juneau to identify RF sources and recommend technological or geographic mitigations for future wireless system designers to take into account. They instead provided a desktop layout and what reads like a proposal by a "full-service and turn-key specialized wireless consulting and integrator group" to provide a Wi-Fi system. The "study" even includes marketing material on Frontera including summaries of previous projects of similar deployments. (For comparison this is all information similar to that CBJ then expected proposers to create/verify on their own in order to respond to RFP 25-190.)

North River's proposal is entirely based upon Frontera's work. However, this is not the same work Frontera's gave to CBJ. North River states on page 5 of their response that, "The original comprehensive RF study was missing part of Zone B. The updated design now has Wi-Fi coverage throughout all of Zone A & B of the MIZ."

What sequence of events essentially led to CBJ paying to prepare North River's proposal? Nothing in North River's proposal indicates that Frontera and North River have ever worked together on a project. Per their own proposal their only mutual experience is to be "on-site" in Juneau. How did North River know when Frontera would be "on-site"?

### **#1 Ranked Respondent References Close Relationships**

As stated above, North River IT previously held a contract with JSD. Mr. Murray oversaw North River's contract until he became the CBJ's IT Director in 2022. At that time, Ms. Derr took over his position and continued the oversight of North River's contract until she closed it out on April 27, 2024. Prior to 2018 and until current time, there is no indication that North River has provided services in Juneau beyond that of the JSD contracts that were all awarded and managed by the same people.

In September 2024, Ms. Derr left her long-standing job at JSD to join North River as a Project Manager, a position listed as hybrid on LinkedIn. This decision appears timed to coincide with the impending release of RFP 25-190 as to our knowledge North River has no significant presence in Juneau.

In an email from CBJ Purchasing to SCS concerning the discussion topics during the review conference, it was stated that one of the reasons North River and SCS received higher scores in this process was because of their "local established offices". There is a clear acknowledgment by the reviewers that opening a local office months before and hiring a previous colleague located in Juneau was a successful strategy for improving North River's ranking.

These above stated events suggest a potential preference for North River in the RFP process. Close relationships in such circumstances can lead to favoritism. This in and of itself is not necessarily evidence of an issue nor is a conflict of interest from employment per CBJ Ordinance being alleged. However, there are clearly many ethical issues presented in the preparation of and within North River's proposal beyond that of their material non-compliance with RFP requirements.

**Response from Purchasing Office:**

*Any allegations of impropriety or bias is unfounded. The CBJ Purchasing Division makes it a priority to ensure that no conflicts of interest are involved when making decisions in the RFP process and have a multi-level system in place to filter out possible conflicts to verify a fair and equitable decision-making process.*

**SCS rebuttal:**

Although the Purchasing Office feels there is no conflict of interest due to its multi-level system (policies and procedures) the response does not address or even acknowledge that there is a clear issue-- through no fault of CBJ's-- that a sequence of events by certain Vendors created an unlevel playing field.



### **Further concerns that need to be reviewed**

The issues presented in SCS' protest are presented in the framework of the protest process. SCS has additional concerns about the technological solution presented in the RFP and the North River proposal that are not included here. For example, North River has absolutely zero reference to the existing fragile wi-fi environment in the Maritime Industrial Zone. There is no reference to working with existing businesses and residents to ensure there will be no adverse effects of this system on the existing wireless infrastructure. The winning proposal made no mention of frequency coordination with existing Internet and wi-fi service providers in the area. How can the winning bidders scores not reflect the lack of understanding or acknowledgement of the existing wi-fi environment in the "Understanding and methodology", "Management Plan" and "Experience and Qualification" scoring sections? This is a serious omission.

In the preproposal teleconference SCS and other vendors brought up the importance of understanding and the fragile existing wi-fi environment in the Maritime Industrial Zone. There is significant wireless infrastructure in place from existing businesses and residents that can be adversely affected by a project that is implemented without coordination with those existing entities. The potential for adverse effects and monetary losses has not been addressed by CBJ.

### **Conclusion**

For the above-mentioned reasons SCS requests this matter be forwarded to the Bidding Review Board and a hearing date be established.

Chris Ruschmann  
Snowcloud Services, LLC

Snowcloud Services, LLC  
PO Box 33957  
Juneau, AK 99803

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Juneau, AK 99801

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U.S. Department of  
Homeland Security

**United States  
Coast Guard**



Commandant  
United States Coast Guard

2703 Martin Luther King Jr. Ave SE  
Washington, DC 20593-7714  
Staff Symbol: CG-93  
Phone: 202-475-3101

11100  
4 April 2025

Mr. Russell Dick  
Huna Totem Corporation  
9301 Glacier Highway, Suite 200  
Juneau AK, 99801-9306

Dear Mr. Dick:

Thank you for our recent calls and meetings to discuss the possibilities for coordination and partnership with your proposed Aak'w Landing project and the Coast Guard's planned pier construction located in the Port of Juneau. Despite your previous offers and discussions to build a single pier that could meet both of our needs, the Coast Guard has a bona fide need and intends to build our own pier off our existing property. However, we are very interested and committed to working together with you throughout the various stages of design and development to minimize the impact to the local Juneau port and community. We support your proposed conceptual plans and appreciate your commitment to coordinate your efforts with ours to ensure our respective projects are designed and executed to optimize our operations in the port. I am confident that our teams will work together to produce the best possible designs and results for all involved parties.

My primary point of contact and project manager who will lead our Coast Guard coordination with your team is [REDACTED]

[REDACTED] will serve as your primary points of contact for any and all port operational and navigational impact matters. Please share their contact information with your team as needed.

Per our meeting on 31 March, my team will be providing several documents to help you understand what the Coast Guard may be building to homeport the *CGC Storis* at our facilities in Juneau, AK. These will include the preliminary requirements that we may need to temporarily homeport the cutter in Juneau while we construct our own pier, as well as some conceptual drawings to depict how we might construct our permanent homeport facility. We will forward these documents next week, and look forward to having our teams work together to refine our coordinated plans. Please let [REDACTED] know if there is any other information we can provide to assist in the process.

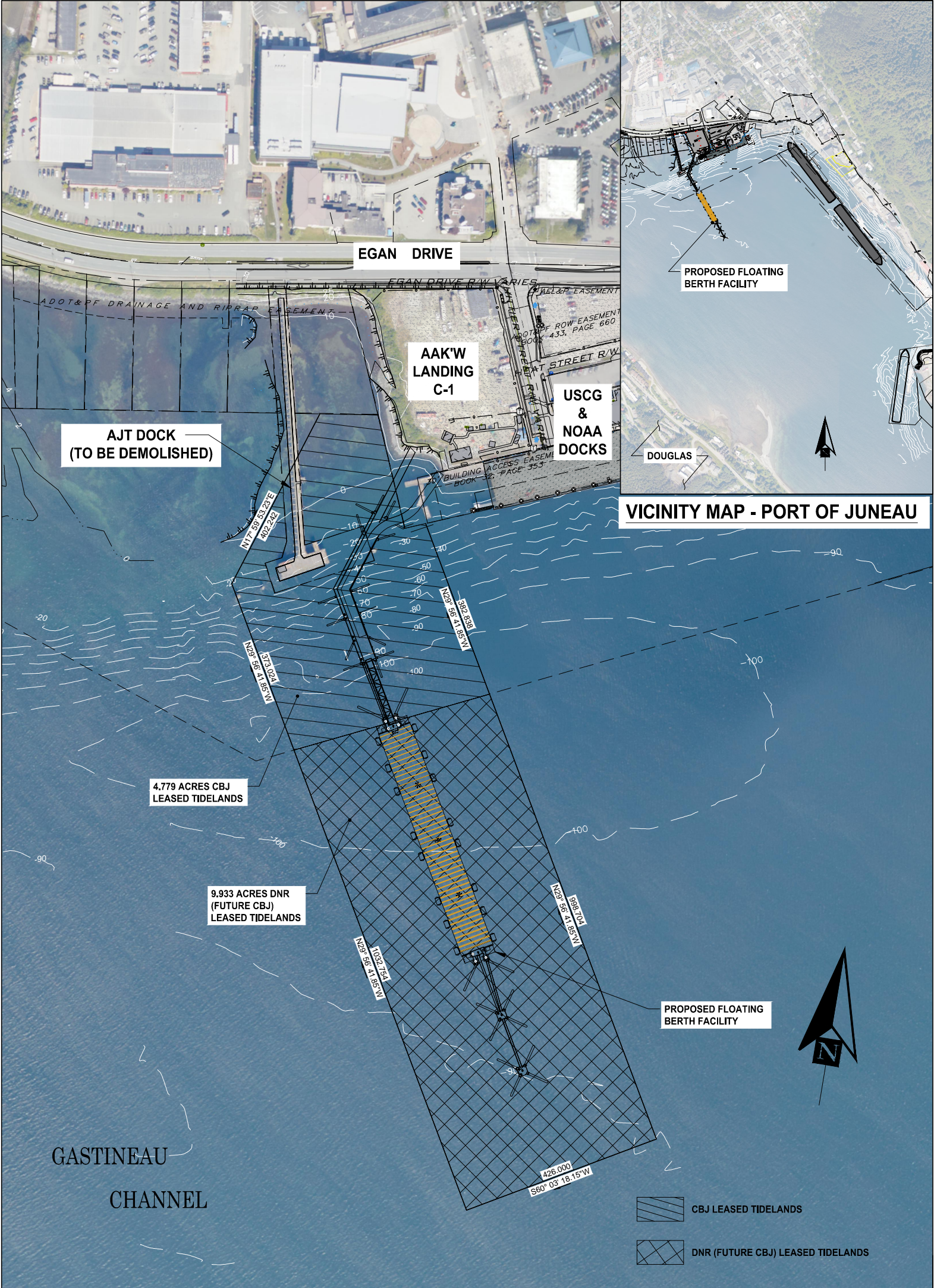
Should you or your contractors require access to government property, please work through [REDACTED] so that [REDACTED] may coordinate with the proper Coast Guard individuals.

We look forward to working with you.

Sincerely,

M. E. Campbell, Rear Admiral  
Program Executive Officer  
U.S. Coast Guard







**Office of the Mayor  
City and Borough of Juneau**

**PROCLAMATION  
In Recognition of Doctor X'unei Lance Twitchell**

**WHEREAS**, The City and Borough of Juneau Assembly is honored to recognize the many accomplishments of Doctor X'unei Lance Twitchell, a professor of Alaska Native Languages at the University of Alaska Southeast; and

**WHEREAS**, On March 15, 2025, Doctor X'unei Lance Twitchell won an Emmy at the 2025 Children's & Family Emmy Awards for Outstanding Writing for a Preschool Animated Series; and

**WHEREAS**, Doctor X'unei Lance Twitchell's Emmy recognizes his excellent work on the PBS' Kids program Molly of Denali, and specifically his writing of the episode "Not a Mascot"; and

**WHEREAS**, Molly of Denali premiered in 2019 and is the first nationally distributed children's program to feature an Alaska Native as the lead character; and

**WHEREAS**, Doctor X'unei Lance Twitchell's passion and dedication to Alaska Native languages and Alaskan Native people is highlighted his work; and

**WHEREAS**, the City and Borough of Juneau Assembly is proud of the work, leadership, and accomplishments of Doctor X'unei Lance Twitchell's.

**NOW THEREFORE**, I, Beth A. Welson, Mayor of the City and Borough of Juneau, Alaska, and the City and Borough Assembly, do hereby formally acknowledge and congratulate

**Doctor X'unei Lance Twitchell**

For being recognized by the Academy of Television Arts & Sciences with a 2025 Emmy.

**IN WITNESS WHEREOF**, I have hereto set my hand and caused the seal of the City and Borough of Juneau, Alaska to be affixed this 7<sup>th</sup> day of April 2025.



Beth A. Welson, Mayor



**Office of the Mayor  
City and Borough of Juneau**

**PROCLAMATION  
Public Service Recognition Week – May 4-10, 2025**

**WHEREAS**, Americans are served every single day by public servants at the federal, state, tribal, borough, and city levels; and

**WHEREAS**, these unsung heroes do the work that keeps our nation working; and

**WHEREAS**, day in and day out public servants provide the diverse services demanded by the American people of their government with efficiency and integrity; and

**WHEREAS**, without these public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials; and

**WHEREAS**, public servants deliver the promise of a government by and for the people; and

**WHEREAS**, public servants educate our children, keep our communities safe, defend our country, deliver our mail, maintain our roads and bridges, and perform countless other essential services; and

**WHEREAS**, every year since 1985, the first full week in May has been set aside as Public Service Recognition Week, a time to thank dedicated public servants from federal, state, tribal, county, and local governments across the country.

**NOW, THEREFORE**, I, Beth A. Weldon, Mayor of the City and Borough of Juneau, Alaska, and the City and Borough Assembly, do hereby issue this proclamation designating the week of May 4-10, 2025, as Public Service Recognition Week. I encourage all citizens to recognize the accomplishments and contributions of government employees at all levels.

**IN WITNESS WHEREOF**, I have hereto set my hand and caused the seal of the City and Borough of Juneau, Alaska to be affixed this 7<sup>th</sup> day of April 2025.



Beth A. Weldon, Mayor

