REGULAR ASSEMBLY MEETING 2023-11 AGENDA

May 08, 2023 at 7:00 PM

Assembly Chambers/Zoom Webinar/YouTube Livestream

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

Submitted By:

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Duncan Rorie Watt, 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 - Public Service Recognition Week**

2. **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.

E. APPROVAL OF MINUTES

3. **February 27, 2023 Assembly Regular Meeting #2023-05 DRAFT Minutes**

4. **March 20, 2023 Assembly Regular Meeting #2023-07 DRAFT Minutes**

F. MANAGER'S REQUEST FOR AGENDA CHANGES

G. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS *(Not to Exceed a Total of 20 Minutes, Nor More than Five Minutes for Any Individual)*

H. CONSENT AGENDA

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

Assembly Request for Consent Agenda Changes

Assembly Action

I. Ordinances for Introduction

5. **Ordinance 2023-24 An Ordinance Amending the Elections Code Relating to Election Procedure.**

At the January 30, 2023 Regular Assembly meeting, the Assembly directed staff to draft an ordinance which would make by mail elections the default for all CBJ elections going forward unless called for differently by the Assembly. Since that is a paradigm shift in the default method by which we conduct elections, it also required an overhaul of our current election code. Ordinance 2023-24 is mostly a housekeeping rewrite of the election code to streamline and move current by mail election sections 29.07.360 and 29.07.370 into the main body of the election code. It also provides clarity of language and codifies some of the past practices that have been in our policies and procedures into the code to enhance election transparency.

The Assembly Committee of the Whole (COW) reviewed the draft ordinance at its April 24, 2023 meeting and forwarded it to the Assembly.

The City Manager recommends the Assembly introduce this ordinance and schedule it for public hearing at the Special Assembly meeting scheduled for Wednesday, May 17 immediately preceding the Assembly Finance Committee meeting.

6. **Ordinance 2023-26 An Ordinance Creating a Short Term Rental Registration Program and Providing for a Penalty.**

This ordinance requires owners to register the location and occupancy details of each individual short-term rental unit that they operate. Registration of individual short-term rental unit has two objectives: first, registration will assist the CBJ Sales Tax Office in ensuring compliance with sales tax and hotel-bed tax requirements, and second, registration will give the Assembly and the public greater visibility into the number, type, and geographical distribution of short-term rental units. This ordinance does not require registration for any dwelling units rented for longer than 30 days. The ordinance also provides for a penalty if owners publicly list short-term rental units without having properly registered those units with CBJ.

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

7. **Ordinance 2022-06(b)(AK)(c) An Ordinance Appropriating $1,200,000 to the Manager for a Loan for the Ridgeview Subdivision Project; Funding Provided by the Affordable Housing Fund.**

During the Fall 2022, Round Two competition of the Juneau Affordable Housing Fund (JAHF), four projects were awarded funding through a competitive funding round. The awardees were announced at the November 28, 2022 Lands Housing and Economic Development Committee meeting and approved at the December 12, 2022 Assembly meeting. The phase one preliminary plat and the preliminary alternative residential development plan were approved by the Planning Commission on December 12, 2022.

This ordinance appropriates funds for a low interest $1.2 million loan to Rooftop Properties, LLC, or Glacier Heights, LLC, to promote the construction of 24 units of new housing in the midtown area of Juneau. The application indicated long-term plans to build a total of 444 housing units. The loan will be secured by a deed of trust on the property.

The Systemic Racism Review Committee reviewed this request at the February 28, 2023 meeting and forwarded it to the full Assembly for public hearing.

At the direction of the Assembly Committee of the Whole at its March 6, 2023 meeting, the City Manager redrafted this ordinance with substantive changes requiring re-introduction.

The Lands, Housing and Economic Development Committee heard this topic on April 24th and forwarded version b to the Assembly. The Manager has updated this version c to explicitly authorize the Manager to subrogate the CBJ's interests to those of a commercial lending institution (bank).

The City Manager recommends the Assembly reintroduce this new version of the ordinance and set it for public hearing at the May 17, 2023 Special Assembly meeting at 5:30p.m. just prior to the Assembly Finance Committee meeting.

8. **Ordinance 2022-06(b)(AU) An Ordinance Appropriating $30,000 to the Manager for the Deferred Maintenance Capital Improvement Project; Funding Provided by School District Operating Funds.**

   This ordinance would appropriate $30,000 to the CBJ Deferred Maintenance CIP for Thane Warehouse building repairs. The Juneau School District has agreed to pay $30,000 of the installation fees associated with the overhead coiling door at the Thane Warehouse. The installation of this door provides improved access to the property stored at the warehouse. Maintenance and repair costs are considered instructional in nature, and therefore will be funded inside the cap from School District operating funds.

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

9. **Ordinance 2022-06(b)(AW) An Ordinance Appropriating up to $300,000 to the Manager for Community Development Permitting and Land Management Software; Funding Provided by General Funds.**

   This ordinance would appropriate up to $300,000 for permitting and land management software for the Community Development Department. The software would provide an online public portal for permit and land use applications, inspection requests, status updates, and payments. The software would manage cross-departmental workflow, historical data, record keeping, and reporting for Community Development and Engineering and Public Works services while integrating data and functionality from the legacy system. The new software would increase staff productivity while offering a faster, more accurate, and user-friendly system for permit and land use applicants in the CBJ. Funding for the software would be provided by general funds.

   The Mayor's Housing and Development Task Force recommended that CBJ acquire permitting software as a major outtake of its work.

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

J. Resolutions

10. **Resolution 3025 A Resolution Approving Amendments to the Bylaws of the Board of Directors of Bartlett Regional Hospital.**

    CBJ 40.05.030 requires the hospital board to recommend bylaws for the administration and government of the hospital. Bylaws become effective upon Assembly approval by resolution. The hospital board bylaws were last amended in 2020. The hospital board has proposed an amendment, as provided in Attachment A to Resolution 3025. This resolution would adopt the hospital board's recommended amendment to its bylaws that were approved by the board at its regular meeting on April 25, 2023. A summary of the amendment is provided in the attached documents. The amendment is straightforward and simply brings the bylaws in line with the current CBJ Code.

    The Human Resources Committee reviewed this resolution at its May 8, 2023, meeting and forwarded its recommendation for adoption to the Assembly.

    The City Manager recommends the Assembly adopt this resolution.

11. **Resolution 3027 A Resolution in Support of the City and Borough of Juneau's Application for the Charging and Fueling Infrastructure Grant.**

This resolution supports CBJ's application for a Charging and Fueling Infrastructure Grant for a borough wide Electric Vehicle Charging Plan and the installation of publicly accessible charging infrastructure in neighborhoods across the borough with an emphasis on providing charging in underserved and rural areas. The Electric Vehicle Charging Plan will include charging strategies for electrification of commercial and governmental fleets. The total project cost for a plan and implementation is $5 million dollars, with a 20%, or $1 million match. The grant is reimbursable and if CBJ is successful in its application, can be appropriated over multiple fiscal years as funds are expended.

The Public Works and Facilities Committee reviewed and approved this request at its April 24, 2023 meeting.

Juneau Commission on Sustainability reviewed this opportunity at its April 19 and May 3 meetings.

The City Manager recommends the Assembly adopt this resolution.

K. Bid Awards

12. **Bid Award RFB 24-004 Term Contract for Janitorial Services at CBJ Shops**.

Recommendation to Award Bid No. 24-004 Term Contract for Janitorial Services at CBJ Shops: to include, Mendenhall Waste Water Treatment Plant (MWWTP), Mendenhall Waste Water Treatment Plant-Collections (MWWTP-C), Capital Transit Bus Barn (CT) & Consolidated City Shop (CCS). Please see the attached memo from Purchasing Officer Renee Loree for complete details.

The City Manager recommends the award of this bid to Pak's Pro Cleaning Service, based on having the lowest responsive and responsible TOTAL BID price of $102,000.00.

13. **Bid Award No. 24-022 Term Contract for Roadway Deicer 'SALT' for City & Borough of Juneau Streets Division**

Recommendation to Award Bid No. 24-022 Term Contract for Roadway Deicer 'SALT' for City & Borough of Juneau Streets Division. Please see the attached memo from Purchasing Officer Renee Loree for complete details.

The City Manager recommends the award of this bid to Bering Marine Corporation based on them having the lowest responsive and responsible TOTAL BID price of $105,516.00.

L. Transfers

14. **Transfer Request T-1057 A Transfer of $75,000 from CIP R72-136 Areawide Drainage Improvements to CIP R72-128 Pavement Management.**

This request would transfer $75,000 from the Areawide Drainage Improvements CIP to the Pavement Management CIP. The underground drainage infrastructure along Montana Creek Road is significantly degraded due to corrosion and failure of the bottom of the metal culverts. Before repaving the failing roadway, these culverts must be replaced. The Areawide Drainage Improvements CIP was specifically designated to cover drainage issues such as the drainage degradation identified along Montana Creek Road.

The Public Works and Facilities Committee reviewed this request at the April 24, 2023 meeting.

The City Manager recommends approval of this transfer.

15. **Transfer Request T-1058 A Transfer of $200,000 from CIP B55-086 Deferred Maintenance, CIP B55-081 Study-Secondary Campus Access, and CIP B55-078 RRC Detox Additions to CIP B55-080 Crisis Stabilization.**

This request would transfer $200,000 of hospital funds to the Crisis Stabilization Capital Improvement Project, from the following capital improvement projects:

B55-086 Deferred Maintenance ($ 106,805)

B55-081 Study-Secondary Campus Access ($ 88,479)

B55-078 RRC Detox Additions ($ 4,716)

Due to delays in the timing of completion of the Aurora Behavioral Health Center and unforeseen additional costs, the Crisis Stabilization CIP requires $200,000 in supplemental funding. Bartlett has identified several other capital projects that were abandoned, completed, or had unobligated funding that can be transferred to the Aurora Behavioral Health Center to facilitate timely completion.

The Public Works and Facilities Committee reviewed this request on April 24, 2023. The Hospital Board approved this request at the April 25, 2023 meeting.

The City Manager recommends approval of this transfer.

M. Liquor/Marijuana Licenses

16. **Liquor & Marijuana Licenses for Review**

These Alcohol Marijuana Control Office (AMCO) license actions are before the Assembly to either protest or waive its right to protest the license actions.

Liquor Licenses - RENEWAL

Licensee: Southern Glazer's Wine & Spirits of Alaska d/b/a Southern Glazer's of AK

License Type: General Wholesale, License #4859

Location: 5452 Shaune Dr. Bay 2., Juneau

Marijuana Licenses – RENEWAL

Licensee: The Green Elephant LLC., d/b/a The Green Elephant

License Type: Retail Marijuana Store, License #10844

Location: 101 Mill St. Suite B, Juneau

Staff from Police, Finance, Fire, Public Works (Utilities) and Community Development Departments have reviewed the above licenses and recommended the Assembly waive its right to protest the 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.

N. PUBLIC HEARING

17. **Ordinance 2023-08 An Ordinance Repealing Ordinance 2022-63 and Authorizing the Manager to Enter into a Revised Revenue Sharing Agreement with Goldbelt, Inc. to Fund Installation of the Gondola and Associated Infrastructure at the Eaglecrest Ski Area.**

This ordinance would repeal ordinance 2022-63 authorizing the Manager to accept $10M from Goldbelt, Inc., for the installation of the gondola and associated facilities and replace it with Ordinance 2023-08. The Assembly previously approved the ordinance on January 9, 2023. After approval of the ordinance, Goldbelt, Inc. requested changes to the payment schedule of their contribution to the CBJ. The City Manager, Legal Counsel, and the Eaglecrest Manager have negotiated with Goldbelt, Inc. through revisions to the original revenue sharing agreement that are depicted in Exhibit A. Goldbelt, Inc. has provided a letter of intent to enter into the revised revenue sharing agreement in Exhibit B.

The Assembly Committee of the Whole reviewed a revised Exhibit A Revenue Sharing Agreement at its April 24, 2023 meeting and forwarded it to the Assembly.

The City Manager recommends the Assembly adopt this ordinance.

18. **Ordinance 2022-06(b)(AD) An Ordinance Appropriating $10,000,000 to the Manager for the Eaglecrest Gondola Capital Improvement Project; Funding Provided by an Investment from Goldbelt, Inc.**

Goldbelt, Inc. has agreed to invest $10 million for the installation of the gondola and associated infrastructure at Eaglecrest Ski Area. This ordinance appropriates funds for that purpose. The initial investment will be repaid according to the terms outlined in the revenue sharing agreement between CBJ and Goldbelt, Inc., authorized by Ordinance 2022-63. This appropriation will be effective upon execution of the agreement.

This ordinance was introduced to the Assembly on January 9, 2023. Public hearing for the ordinance was postponed until the revenue sharing agreement was finalized between Eaglecrest Ski Area and Goldbelt Inc. The letter of intent between Eaglecrest and Goldbelt, Inc. was signed on April 12, 2023. The Committee of the Whole discussed this request at the November 28, 2022 and December 12, 2022 meetings, and approved the revenue sharing agreement at the April 24, 2023 meeting. The Systemic Racism Review Committee reviewed this request at the January 10, 2023 meeting and forwarded it to the full Assembly for public hearing.

The City Manager recommends the Assembly adopt this ordinance.

19. **Ordinance 2023-22 An Ordinance Authorizing the Eaglecrest Ski Area to Enter Into a Franchise Agreement with Alaska Rainforest Sanctuary, LLC dba Kawanti Adventures, for Operating the Alaska Zipline Adventure Canopy Tour.**

This ordinance would authorize the Eaglecrest Ski Area to enter into a franchise agreement with Alaska Rainforest Sanctuary LLC to operate their zipline under the DBA Kawanti Adventures. Eaglecrest has been permitting a third party to operate the zipline tour at Eaglecrest since 2006 under a commercial use permit. Alaska Rainforest Sanctuary purchased the zipline infrastructure and took over the previous Commercial Use Permit in 2018. Normally, the CBJ would use the lease process for this type of arrangement, but the federal Land and Water Conservation Fund prohibits the CBJ from issuing leases at Eaglecrest. However, the CBJ can grant a franchise agreement as a mechanism to formalize this business relationship. Eaglecrest contacted six different zipline operators to see if there was interest in developing a zipline tour and received no affirmative responses. This ordinance would allow Alaska Rainforest Sanctuary to operate the zipline tour for five consecutive summer seasons.

The City Manager recommends the Assembly adopt this ordinance.

20. **Ordinance 2023-23 An Ordinance Authorizing the Manager to Execute a Lease with GCI Communication Corporation for Approximately 15,500 Square Feet of City Property Located at 1580 Thane Road for a Satellite Communication Earth Station Site.**

This ordinance would authorize the Manager to lease a fraction of municipal property, Alaska Tidelands Survey No. 556, located at 1580 Thane Road for fair market value. GCI applied to continue to lease this property for the operation of a Satellite Communication Earth Station site. GCI has leased this space from the City since 1983. On January 23, 2023, the Assembly Lands, Housing, and Economic Development Committee passed a motion of support to continue to lease this property to GCI. An appraisal was completed in February and determined market value for this lease to be $29,211 per year.

The City Manager recommends the Assembly adopt this ordinance.

21. **Ordinance 2022-06(b)(AQ) An Ordinance Transferring $7,026,038 from CIP B55-087 Emergency Department Addition to CIP B55-080 Crisis Stabilization, and Deappropriating $7,026,038 from the Manager for the Crisis Stabilization Capital Improvement Project.**

    This request would transfer $7,026,038 from the Emergency Department addition CIP to the Crisis Stabilization CIP for the purpose of releasing Bartlett fund balance currently in the Crisis Stabilization project to improve BRH's available capital to support ongoing operations as well as other ongoing strategic initiatives of the hospital.

    The Hospital Board reviewed this request at the March 28, 2023 meeting. The Public Works and Facilities Committee reviewed this request on April 24, 2023. Due to lack of quorum at its April 18, 2023 meeting, the Systemic Racism Review Committee did not review this ordinance prior to public hearing.

    The City Manager recommends the Assembly adopt this ordinance.

22. **Ordinance 2022-06 (b)(AS) An Ordinance Appropriating $11,944,152 to the Manager for the Bag Belt Replacement, Parking Lot Paving, and Gate K Culvert Reconstruction Capital Improvement Projects; Funding Provided by Airport CARES Act Funding.**

    This ordinance would appropriate Airport CARES Act funding for the Bag Belt Replacement, Parking Lot Paving, and Gate K Culvert Reconstruction capital improvement projects, to be appropriated as follows:

    Parking Lot Paving (A50-106) $ 9,854,010
    Bag Belt Replacement (A50-105) $ 1,419,716
    Gate K Reconstruction (A50-110) $ 670,426

    Funding appropriated for the Parking Lot Paving CIP would rehabilitate the long-term, short-term, employee, and rental car lots and taxi staging areas, and will include the addition of EV charging stations. $600,000 was previously appropriated to this project, to engage the design consultant. The Airport Board approved this action at its April 12, 2023 meeting.

    Funding appropriated for the Bag Belt Replacement CIP would provide for the replacement of aging and unreliable components of the outbound baggage conveyor system. $50,000 was previously appropriated to this project, to engage the design consultant. The Airport Board approved this request at the March 9, 2023 meeting.

    Funding appropriated for the Gate K Reconstruction CIP would provide for the replacement of the failed culvert on the primary Aircraft Rescue and Fire Fighting (ARFF) response route for the runway and main taxiway. The Airport Board approved this action at its March 9, 2023 meeting. Due to lack of quorum at its April 18, 2023 meeting, the Systemic Racism Review Committee did not review this ordinance prior to public hearing.

    These projects are fully funded by federal grants and do not require any local match.

    The City Manager recommends the Assembly adopt this ordinance.

23. **Ordinance 2022-06(b)(AT) An Ordinance Appropriating $250,000 to the Manager for the Aurora Harbor Improvements Capital Improvement Project; Funding Provided by Harbors Funds.**

    This ordinance would appropriate $250,000 in Harbors Funds for Phase III of the Aurora Harbor Improvements CIP. The lowest bid for this project came in at $4.3 million, exceeding the available budget in the CIP. This appropriation would provide the necessary funding to award the base bid, which includes a main float and finger floats for 60-foot vessels, electrical build out, and potable water.

    The Docks and Harbors Board approved this request at the April 14, 2023 meeting. Due to lack of quorum at its April 18, 2023 meeting, the Systemic Racism Review Committee did not review this ordinance prior to public hearing.

The City Manager recommends the Assembly adopt this ordinance.

24. **Ordinance 2023-15 An Ordinance Appropriating Funds from the Treasury for FY24 School District Operations.**

This ordinance will appropriate to the School District an FY24 operating budget of $96,317,000. This is an overall increase in the budget of $9,658,000 from the FY23 Amended Budget. The FY24 school budget is supported with a combination of funding sources including CBJ local funding of $33,050,800 and state and federal funding of $58,996,000. The local funding consists of $30,775,800 for general operations and $2,275,000 for programs and activities not subject to the state funding cap.

State statute requires the Assembly to determine the total amount of local educational funding support to be provided and provide notification of the support to the School Board within 30 days of the School District's budget submission. The district's budget was submitted April 3, 2023. During the April 26, 2023 Special Assembly meeting, the Assembly approved the local funding portion of $30,775,800 for school district general operations. During the May 3, 2023 Assembly Finance Committee meeting, the Assembly approved $2,275,000 for program and activities not subject to the state funding cap.

By Charter, the Assembly is required to appropriate the School District's budget no later than May 31, 2023.

The City Manager recommends the Assembly adopt this ordinance.

O. UNFINISHED BUSINESS

25. **Items for Reconsideration**

Notice of reconsideration was given at the April 17, 2023 Assembly meeting for ***Ordinance 2023-21, An Ordinance Authorizing the Manager to Enter into a Lease of City and Borough Property Located on West Douglas along the West Douglas Pioneer Road to iRide Alaska, LLC, for the Purpose of Offering Guided Electronic Bike Tours.***

P. NEW BUSINESS

26. **Bid Award RFB #DH23-015 Aurora Harbor Rebuild Phase III**

Docks & Harbors completed an in-house design for the next phase of the Aurora Harbor project and has solicited general contractors for construction bid award. This project will construct a single, new 270 foot main float with slips to support 60 foot vessels and transient side-tie vessels, including power and water. Due to float manufacturing limitations, the performance period for this contract will extend into May 2024.

Funding provided from the Aurora Harbor Rebuild CIP H51-125 which includes money from the 2017 1% Sales Tax Initiative, Harbor Enterprise Fund Balance and ADOT Harbor Facility Grant.

Bids were opened on April 12, 2023. The bid protest period expired at 4:30 p.m. on April 19, 2023 with the following results:

	Engineer's Estimate	Trucano Construction Co.	Western Marine Construction
Base Bid	**$3,235,800**	**$4,269,650**	**$4,510,95**0
Additive Alt. A	$ 143,250	$ 236,900	$ 244,950
Additive Alt. B	$ 457,000	$ 589,750	$ 551,500
Additive Alt. C	$ 333,600	$ 495,800	$ 462,200
Additive Alt. D	$ 57,500	$ 72,750	$ 109,500
Total Project Cost	**$ 4,227,150**	**$ 5,664,850**	**$ 5,879,100**

The Docks and Harbor Board recommended this bid award at the regular board meeting held on April 27, 2023.

The City Manager recommends the base bid award of this procurement to Trucano Construction Company for a total award of $4,269,650.

27. **Bid Award BE23-267 (A50-106) JNU Parking Lot Improvements**

Bids were opened on the subject project on April 5, 2023. The bid protest period expired at 4:30 p.m. on April 6, 2023. Results of the bid opening are as follows:

Responsive Bidders	Base Bid	Alternate No. 1	Total Amount
Colaska dba SECON	**$7,997,405.00**	**$287,046.00**	**$8,284,451.00**
Engineer's Estimate	*$6,684,079.00*	*$321,489.00*	*$7,005,568.00*

Project Description:

Base Bid: The Work is generally described as follows: Rehabilitate Juneau Airport public long and short-term parking lot, employee parking and eastern portion of rental lot parking. Remove and replace asphalt pavement, replace stormwater drainage, lighting and underground electrical. Replace stormwater drainage on Air Operations Area (AOA) adjacent to rental lot. Provide phased project delivery to maintain parking access during construction. Trades will include site work, concrete, electrical, mechanical, paving, and fixed equipment.

Additive Alternate 1: – Western Portion of Rental Lot: The Work is generally described as follows: Rehabilitate Juneau Airport western portion of rental lot parking. Remove and replace asphalt pavement, replace stormwater drainage, lighting and underground electrical. Provide phased project delivery to maintain parking access during construction. Trades will include site work, concrete, electrical, and paving.

Funding Source: FAA CARES grant
Total Project Funds: $10,454,010
CIP No. A50-106
Construction Encumbrance: $8,284,451
Construction Contingency: $0
Design: $767,783
Contract Administration/Inspection: $1,029,229
CBJ Administrative costs: $372,547

Staff recommends award of this project to SECON for the total amount bid of $8,284,451.00, contingent upon receipt of an anticipated FAA CARES grant amendment.

28. **Bid Award BE23-263 (A50-105) Outgoing Baggage Belt Repairs**

Bids were opened on the subject project on March 7, 2023. The bid protest period expired at 4:30 p.m. on March 9, 2023. Results of the bid opening are as follows:

Responsive Bidders	**Base Bid**	**Alternate No. 1**	**Total Amount**
Robson Handling Technology USA, Inc.	**$1,169,012.00**	**$106,912.00**	**$1,275,924.00**
Dawson Construction, LLC	**$1,321,000.00**	**$221,000.00**	**$1,542,000.00**
Engineer's Estimate	*$ 706,860.00*	*$420,750.00*	*$1,127,610.00*

Project Description: This project is a partial replacement of existing out-going baggage conveyor assembly components within the Juneau International Airport.

Funding Source: CARES Grant
Total Project Funds: $ 1,469,716
CIP No. A50-105
Construction Encumbrance: $1,275,924.00
Construction Contingency: $0
Design and Contract Administration/Inspection: $168,792
CBJ Administrative costs: $25,000

Staff recommends award of this project to Robson Handling Technology, USA, Inc. for the total amount bid of $1,275,924, contingent upon receipt of an anticipated FAA CARES grant amendment.

29. **Bid Award BE23-223 (A50-110) Gate K Reconstruction**

Bids were opened on the subject project on March 1, 2023. The bid protest period expired at 4:30 p.m. on March 2, 2023. Results of the bid opening are as follows:

Responsive Bidders	Total Bid
Colaska dba SECON	**$555,213.00**
Engineer's Estimate	*$488,827.00*

Project Description: Work generally consists of the emergency removal of an existing eighty foot long steel pipe arch with approximate 12’-0” span and 6’-4” rise, protection of existing utilities, installation of a stream bypass system, installation of a new eighty foot long aluminum pipe arch with 13’-1” span and 8’-4” rise, removal and reconstruction of existing riprap bank armoring, re-seeding of disturbed banks, reconstruction and repaving of disturbed roadway and other miscellaneous Work.

Funding Source: Airport CARES grant
Total Project Funds: $670,426
CIP No. A50-110
Construction Encumbrance: $555,213
Construction Contingency: $0
Design and Contract Administration/Inspection : $104,213
CBJ Administrative costs: $11,000

Staff recommends award of this project to SECON for the total amount bid of $555,213, contingent upon receipt of an anticipated FAA CARES grant amendment.

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

There are six 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.

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

Q. STAFF REPORTS

31. **Election Maps Update**

R. ASSEMBLY REPORTS

Mayor's Report

Committee and Liaison Reports

Presiding Officer Reports

S. ASSEMBLY COMMENTS & QUESTIONS

T. CONTINUATION OF PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

U. EXECUTIVE SESSION

32. **Law Department - Litigation Update**

V. SUPPLEMENTAL MATERIALS

W. ADJOURNMENT

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

Office of the Mayor
City and Borough of Juneau
Proclamation
Public Service Recognition Week – May 7-13, 2023

WHEREAS, Americans are served every single day by public servants at the federal, state, tribal, county, 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, and local governments across the country.

NOW, THEREFORE, I, Beth A. Weldon, Mayor of the City and Borough of Juneau, Alaska, on behalf of the City and Borough Assembly, do hereby issue this proclamation designating the week of May 7-13 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 8th day of May, 2023.

____
Beth A. Weldon, Mayor

REGULAR ASSEMBLY MEETING 2023-05 *DRAFT* MINUTES

February 27, 2023 at 7:00 PM

Assembly Chambers/Zoom Webinar/YouTube Livestream

Meeting No. 2023-05: The Regular Meeting of the City and Borough of Juneau Assembly was held in the Assembly Chambers and called to order by Mayor Beth Weldon at 7:00 p.m.

A. FLAG SALUTE

B. LAND ACKNOWLEDGEMENT

Christine Woll provided the following land acknowledgment: We would like to acknowledge that the City and Borough of Juneau is on Tlingit land, and wish to honor the indigenous peoples 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: Maria Gladziszewski, Christine Woll, Greg Smith, Michelle Hale, Wade Bryson, Alicia Hughes-Skandijs, Carole Triem and Mayor Beth Weldon.

Assemblymembers Absent: ‘Wáahlaal Gíidaak

Staff Present: City Manager Rorie Watt, Deputy City Manager Robert Barr, Assistant City Attorney Sherri Layne, Municipal Clerk Beth McEwen, Deputy City Clerk Diane Cathcart, Port Director Carl Uchytil, Community Development Director Jill Maclean, Lands Division Manager Dan Bleidorn, Parks & Recreation Director George Schaaf, Engineering/Public Works Director Katie Koester, Tourism Manager Alexandra Pierce, Assistant City Attorney Benjamin Brown, BRH CEO David Keith, CDD Planner Irene Gallion

D. SPECIAL ORDER OF BUSINESS

1. Instructions for Public Participation Ms. McEwen provided instruction to the listening public on how to participate in the meeting via the Zoom platform or to sign up at the back of the Assembly Chambers for those in person wishing to testify.

2. Proclamation: National Engineers Week

City Manager Rorie Watt was asked by Mayor Weldon to read the proclamation of National Engineers Week, recognizing the importance of engineers within and outside the city. The proclamation stated that, Mayor Beth Weldon on behalf of the City and Borough Assembly does hereby proclaim February 19-25, 2023 as National Engineers Week in Juneau, Alaska and calls upon the people of Juneau to recognize engineers’ importance and achievements.

E. APPROVAL OF MINUTES

3. August 1, 2022 Regular Assembly Meeting 2022-18 Draft Minutes

4. August 8, 2022 Special Assembly Meeting 2022-19 Draft Minutes

5. August 29, 2022 Special Assembly Meeting 2022-21 Draft Minutes

6. September 12, 2022 Regular Assembly Meeting 2022-22 Draft Minutes

Hearing no objection, the above minutes were approved by unanimous consent.

F. MANAGER'S REQUEST FOR AGENDA CHANGES – *None.*

G. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

(Not to Exceed a Total of 20 Minutes, Nor More than Five Minutes for Any Individual)

Mr. Skip Gray, a Twin Lakes resident, testified on the historical significance of the Telephone Hill neighborhood area of Juneau in response to plans for redevelopment by the city in that area. Mr. Gray distributed a packet to each Assemblymember that went over historical significance of the area, each building, as well as how these buildings under NPS could be registered as a Historic District as meeting Historical Register Criteria. Mr. Gray gave a brief summary of historical details on the area.

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 Ms. Gladziszewski to adopt the Consent Agenda and asked for unanimous consent. ***Hearing no objection, the motion carried.***

I. Ordinances for Introduction

7. Ordinance 2023-02 An Ordinance Amending the Assessing Standards for the City and Borough of Juneau.

The CBJ Assessor's office is required by state law to value property at full and true value each year. In doing so, they follow the standards and practices set by the International Association of Assessing Officers and the Alaska Association of Assessing Officers. Codifying these IAAO and AAAO standards for mass appraisal can lead to greater public understanding of and trust in the assessment process. The public should note that these assessment standards have generally been written for jurisdictions with mandatory real estate price disclosure, and without such disclosure, the Juneau Assessor must depend more heavily on local knowledge and other economic information in determining full and true value.

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

8. Ordinance 2023-09 An Ordinance Authorizing the Manager to Lease a 1.50 Acre Parcel of Land near 100520 Crazy Horse Drive at a Reduced Rate to Provide for the Southeast Alaska Food Bank Food Warehouse Expansion.

Since 2005, the Southeast Alaska Food Bank has leased a fraction of U.S. Survey 1041 from the City for $1.00 per year. This property is located in the Mendenhall Valley at the end of Crazy Horse Drive. The lease was amended in 2015 to increase the leased area to ½ acre. The current application states that the new area is needed because the opportunity has arisen to fund a new warehouse building making the food bank more sustainable for the future. The food bank already secured a grant in the amount of $500,000.00 toward the expansion. The LHED Committee provided a motion of support to amend the Food Bank lease at the January 23, 2023 meeting.

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

9. Ordinance 2023-10 An Ordinance Amending the Official Zoning Map of the City and Borough to Change the Zoning of Tidelands Addition to the City of Juneau, Block 68, Lot 8 Fractions, Lots 9, 10, 11, 12 Fraction, 12A, 13, and 14 Fraction; Tidelands Addition to the City of Juneau, Block 74, Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9; Tidelands Addition to the City of Juneau, Block 75, Lot A; Juneau Subport Lot A, and USS 3566, Lot 3 Fraction and 2A Fraction; from Mixed Use 2 (MU2) to Mixed Use (MU).

AME2022 0008: A Rezone Request from MU2 to MU in the Aak'w Kwaan District

At the Regular Planning Commission meeting on February 14, 2023, the Commission voted to recommend approval of a rezone from MU2 to MU in the Aak'w Kwaan District. This project proposes a westward extension of less-restrictive MU zoning to 6.6 acres that encompass Centennial Hall, the Juneau Arts and Culture Center, Zach Gordon Youth Center, the proposed location of a new City Hall, and the Four Points Sheraton. If AME22-06 is approved, this would be a southward extension that creates clean boundaries along streets. This area includes the 5.7 acres in the applicant's application, and a staff-proposed expansion of 0.9 acres. This rezone would reduce setbacks and facilitate canopies over sidewalks, improving conformity with the Willoughby District Land Use Plan, elements of which are incorporated by reference into the Comprehensive Plan. While MU has no height restrictions, future CDD and Commission decisions would be moderated through the Willoughby Plan. CDD held a public meeting on December 6, 2022, and one member of the public attended.

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

10. Ordinance 2023-11 An Ordinance Amending the Official Zoning Map of the City and Borough to Change the Zoning of Indian Village, Blocks 3 & 4, Kasaan City, Lot 2, and Tidelands Addition to the City of Juneau, Block 68, Lots 1, 2, 3, 4, 5, 6, and 12FR, from Mixed Use 2 (MU2) to Mixed Use (MU).

AME2022 0006: A Rezone Request from MU2 to MU in the Aak'w Kwaan District

At the Regular Planning Commission meeting on February 14, 2023, the Commission voted to recommend approval of a rezone from MU2 to MU in the Aak'w Kwaan District. This project proposes a westward extension of less-restrictive MU zoning to 4.2 acres that encompass the Indian Village, the Andrew Hope Building, and current offices of the Alaska Department of Environmental Conservation. This area includes the 3.7 acres in the applicant's application, and a staff-proposed expansion of half an acre. This rezone would reduce zoning setbacks and facilitate canopies over sidewalks, improving conformity with the Willoughby District Land Use Plan, elements of which are incorporated by reference into the Comprehensive Plan. While MU has no height restrictions, future CDD and Commission decisions would be moderated through the Willoughby District Land Use Plan. CDD held a public meeting on December 6, 2022, and one member of the public attended.

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

11. Ordinance 2022-06(b)(AK) An Ordinance Appropriating $1,200,000 to the Manager for a Loan for the Ridgeview Subdivision Project; Funding Provided by the Affordable Housing Fund.

During the Fall 2022, Round Two competition of the Juneau Affordable Housing Fund (JAHF), four projects were awarded funding through a competitive funding round. The awardees were announced at the November 28, 2022 Lands Housing and Economic Development Committee meeting and approved at the December 12, 2022 Assembly meeting. The phase one preliminary plat and the preliminary alternative residential development plan were approved by the Planning Commission on December 12, 2022.

This ordinance is appropriating $1.2 million to Rooftop Properties, LLC, or Glacier Heights, LLC, to promote the construction of 24 units of new housing in the midtown area of Juneau. The application indicated long-term plans to build a total of 444 housing units. This first phase will include five units affordable to individuals with income of 80% or less of Area Median Income (AMI). The loan will be secured by a deed of trust on the property.

This project meets the intent of the JAHF award guidelines document and the 2016 Housing Action Plan.

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

12. Ordinance 2022-06(b)(AM) An Ordinance Appropriating $2,000,000 to the Manager for the Aurora Harbor Improvements Capital Improvement Project; Grant Funding Provided by the Alaska Department of Transportation and Public Facilities.

This ordinance would appropriate $2 million of grant funds from the Alaska Department of Transportation and Public Facilities' Municipal Harbor Facility Grants Program. The required 50% local match is provided by the 2017 1% Sales Tax Initiative ($1.5 million) and Harbor fund balance ($1 million). This project would construct one main float in the north end of Aurora Harbor with slips to accommodate 48-foot and 60-foot vessels. Docks and Harbors anticipates a bid award in March 2023.

The Docks and Harbor Board recommended this action at its regular Board meeting on February 23, 2023.

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

13. **Ordinance 2022-06(b)(AN) An Ordinance Appropriating $31,500 to the Manager as Funding for Phase 2 of a Building Survey and Inventory of the Juneau Townsite Historic Neighborhood; Grant Funding Provided by the Alaska Department of Natural Resources.**

The Juneau Townsite Historic Neighborhood is a mixed-use commercial and residential neighborhood, located between the Downtown and Chicken Ridge historic districts. This ordinance would appropriate $31,500 of grant funding to survey and inventory approximately 42 structures in the area and document their historical significance. This survey will complete the survey and inventory and determine whether the Juneau Townsite Historic Neighborhood is eligible to be listed on the National Register of Historic Places. The benefits of becoming a listed district include access to Historic Tax credits and Historic Preservation Fund grants. These benefits would be available for property owners for rehabilitation and maintenance work.

CBJ's Community Development Department, City Museum, and Historic Resources Advisory Committee will partner with a historic architecture consultant to perform the scope of work for this project. Total project costs are estimated to be $52,515. The 40% local match requirement will be met with CBJ personnel service costs, for which expenditure authority has already been appropriated in the FY23 operating budget.

The Historic Resources Advisory Committee recommended CBJ staff apply for this grant at the February 3, 2021 meeting.

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

14. **Ordinance 2023-12 An Ordinance Providing for the Issuance and Sale of Port Revenue Bonds in one or more series in the Aggregate Principal Amount of Not to Exceed $5,100,000; Providing for the Form and Terms of the Bonds; Providing a Method of Payment Therefor; and Reserving the Right to Issue Revenue Bonds on a Parity with the Bonds upon Compliance with Certain Conditions.**

This ordinance authorizes the sale of $5.1 million of revenue bonds for the first phase of electrifying CBJ's municipally owned cruise ship docks. The bond will be fully repaid within 15 years at an expected annual cost of approximately $450,000 assuming an interest rate of 4.0%. This revenue bond will be repaid entirely by passenger fees, and does not pledge any borough tax revenue. Issuance of this bond will not impact the debt service mill rate.

The Docks and Harbors Board approved this request at the December 29, 2022 meeting. The Assembly Finance Committee approved this request at the January 4, 2023 meeting.

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

15. **Ordinance 2023-13 An Ordinance Providing for the Issuance and Sale of General Obligation Bonds in One or More Series to Provide Not to Exceed $6,600,000 in Net Proceeds; and Providing for the Form and Terms of the Bonds and for Unlimited Tax Levies to Pay the Bonds.**

This ordinance authorizes the sale of $6.6 million of general obligation bonds as authorized by voters in the October 4, 2022 municipal election. Per the authorizing ballot measure, these bond funds will be used for installation of an artificial field for baseball and softball and replacing the track surface at Adair-Kennedy Memorial Park, a new public use cabin, and areawide trail maintenance. The bond will be fully repaid within 6 years at an expected annual cost of approximately $3.1 million in the first year and $775,000 in the following five years assuming an interest rate of 3.9%. Issuance of this bond will not increase the debt service mill rate from its current level.

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

16. **Ordinance 2022-06(b)(AO) An Ordinance Appropriating $6,600,000 to the Manager for the Areawide Trail Improvements, Adair-Kennedy Memorial Park, and Public Use Cabins Capital Improvement Projects; Funding Provided by General Obligation Bond Proceeds.**

This ordinance would appropriate $6.6 million of general obligation bond proceeds for the Areawide Trail Improvements, Adair-Kennedy Memorial Park, and Public Use Cabins capital improvement projects. This funding provides for installation of an artificial field for baseball and softball and replacing the track surface at Adair-Kennedy Memorial Park, a new public use cabin, and areawide trail maintenance.

This appropriation of project funding is consistent with the intent of the $6.6 million general obligation bond package approved by voters in the October 4, 2022 municipal election.

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

17. **Ordinance 2022-06(b)(AP) An Ordinance Appropriating $5,000,000 to the Manager for the Dock Electrification Capital Improvement Project; Funding Provided by Port Revenue Bond Proceeds.**

This ordinance would appropriate $5 million for the Dock Electrification Capital Improvement Project. Funding for this request is provided by port revenue bond proceeds and will facilitate the procurement and installation of two load tap changer transformers for the docks owned by CBJ at Alaska Steamship and Cruise Ship Terminal. The revenue bond will be repaid with port development fees.

The Docks and Harbors Board approved this request at the December 29, 2022 meeting. The Assembly Finance Committee approved this request at the January 4, 2023 meeting.

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

18. **Ordinance 2022-06(b)(AJ) An Ordinance Appropriating $5,000,000 to the Manager for the Capital Civic Center Capital Improvement Project; Funding Provided by General Funds and Hotel-Bed Tax Funds.**

This ordinance would appropriate $5 million for the Capital Civic Center CIP. This project is an expansion of Centennial Hall that will include upgrades to satisfy the goals of the business community, the travel industry, and the arts economy. This appropriation is intended to leverage grant funding and should not be expended until such time as sufficient grant funding is secured for the project that would require local matching funds in the amounts of this appropriation.

This request is funded equally by general funds and hotel-bed tax funds.

The Assembly Finance Committee will review this request at the March 1, 2023 meeting.

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

J. Resolutions

19. **Resolution 3015 A Resolution Authorizing the Chief Executive Officer of Bartlett Regional Hospital (BRH) to Execute a Transition Agreement with Wildflower Court (WFC), and Negotiate for a Potential Transfer of Wildflower Court to BRH, with the Consent of the BRH Board.**

For some time, Wildflower Court and Bartlett Regional Hospital have been in discussions regarding a management agreement and eventual transition of operations from WFC to BRH. BRH staff provided a memo outlining the rationale behind this operational change at the Assembly's February 13, 2023 Committee of the Whole meeting. BRH staff believe this transition is in the best interest of the community in that it will both maintain key services for our aging population while also contributing positively to the hospital's bottom line.

The Assembly Committee of the Whole forwarded this resolution to the Assembly for adoption at its February 13, 2023 meeting. The Bartlett Regional Hospital Board passed a motion of support for this process at its February 17, 2023 meeting and plans to continue its discussion and analysis of this topic.

The City Manager recommends the Assembly adopt this resolution.

20. Resolution 3023(b) A Resolution of the City and Borough of Juneau Opposing the Wild Fish Conservancy Lawsuit and Protecting the Southeast Alaska Troll Fishery from Closure.

The Assembly Committee of the Whole discussed this resolution at their February 13, 2023 meeting and moved this resolution to the Assembly for adoption.

The City Manager recommends the Assembly adopt this resolution.

K. Bid Awards

L. Transfers

21. Transfer Request T-1051 A Transfer of $ 54,731.48 from CIP H51-121 Pile Anode Installation to CIP H51-108 Statter Harbor Improvements Phase III.

The Pile Anode Installation work is complete and the project is ready to close out. This request would transfer the remaining unspent balance of $54,731.48 to the Statter Harbor Improvements Phase III CIP for construction work.

The Docks and Harbors Board reviewed this request at the February 23, 2023 meeting.

The City Manager recommends approval of this transfer.

M. Liquor Licenses

22. Liquor License Renewals for Review

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

Licensee: Genuine Ventures LLC, d/b/a Tracy's King Crab Shack
Liquor License Type: Restaurant Eating Place, License #4584
Location: Lot C1, Juneau Subport, Section 23, Township 41S Range 67E. Juneau

Licensee: Bullwinkle's Inc., d/b/a Bullwinkle's Pizza
Liquor License Type: Restaurant Eating Place, License #1690
Location: 9108 Mendenhall Mall Rd., Juneau

Licensee: Thibodeau's Market Inc., d/b/a Percy's Liquor Store
Liquor License Type: Package Store, License #849
Location: 214 Front St., Juneau

Licensee: Thibodeau's Market Inc., d/b/a Thibodeau's Douglas Depot
Liquor License Type: Package Store, License #828
Location: 1017 3rd St., Douglas

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

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

N. PUBLIC HEARING

23. Ordinance 2022-64(b) An Ordinance Reorganizing and Consolidating the Aquatics Board, the Treadwell Arena Advisory Board, the Jensen-Olson Arboretum Advisory Board, and the Parks and Recreation Advisory Committee.

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

The Assembly Committee of the Whole discussed this topic on November 7, 2022 and amended Ord. 2022-64 at the February 13, 2023 COW meeting creating version Ord. 2022-64(b).

The City Manager recommends the Assembly adopt this ordinance.

<u>**Public Comment**</u>

None.

<u>**Assembly Action**</u>

<u>**MOTION**</u> by Ms. Hale to adopt Ordinance 2022-64(b) and asked for unanimous consent.

Objection by Mayor Weldon for purposes of amendment. Mayor Weldon passed the gavel to Ms. Gladziszewski as Mayor Weldon proposed three amendments to the ordinance.

<u>**Amendment #1**</u> by Mayor Weldon to change page 5, line 16 of the ordinance changing the number of times the Facilities Subcommittee meets **from one to <u>two</u> times** per year and asked for unanimous consent. The amendment reads as follows:

> Amend **Section 6** CBJC 67.01.230(c) to read:
> …
> At a minimum of ~~once~~ <u>**two times**</u> per year the Facilities Subcommittee shall engage users of each facility to hear from those users and to plan for facility needs.

Ms. Woll objected for purposes of a clarification. Ms. Woll said that when she first read this portion of the ordinance, she thought that each facility would get a meeting with the Facilities Subcommittee as opposed to the Facilities Subcommittee meeting just once a year. She asked if that would mean that each pool would now get two meetings a year with the subcommittee under the Mayor's amendment. Ms. Gladziszewski said that she read it to mean the same as Ms. Woll's interpretation.

Mayor Weldon said that she did not interpret it that way but rather, her interpretation was that the Facilities Subcommittee would hold two meetings a year at which they would lump together many facilities in each of those two meetings. Ms. Layne said that she also interpreted it the same as Mayor Weldon. Ms. Layne said that there is nothing in this language that would prohibit them from having more than one facility on a particular agenda but that they need to meet with those facilities at least two times a year.

Additional discussion took place regarding the language interpretation.

Ms. Woll removed her objection and the motion passed by unanimous consent with the interpretation as provided by Mayor Weldon and Ms. Layne.

Mayor Weldon noted that Amendment #2 was being proposed in light of the Aquatics Board and to care for the reasons that the Aquatics Board was created in the first place.

Amendment #2 by Mayor Weldon to amend Section 6CBJC 67.01.250 to require the director of each parks and recreation facility to provide quarterly reports to the PRAC and asked for unanimous consent.

Objection by Ms. Hughes-Skandijs for purposes of a question. Ms. Hughes-Skandijs said she wanted to be careful and not get too prescriptive and burdensome to staff. She asked the Manager if he could speak to the type of reports that may be presented. Mr. Watt said that it would depend on what is happening with a particular facility, the reports could be as simple as "users love us and everyone's happy." Ms. Hughes-Skandijs thanked him and removed her objection.

Hearing no further objection, the motion passed by unanimous consent.

Mayor Weldon said that it is likely the Assembly will not have this transition done by April 1, 2023 and that is why they were recommending moving the effective date to July 1, 2023.

Amendment #3 by Mayor Weldon to amend Section 7 transition period change from April 1, 2023 to July 1, 2023.

Ms. Hale spoke to that amendment, stating that the reason for the date change was that there was not any way they could complete the process with new appointed members in effect and ready to meet by April 1.

Mr. Smith noted that this amendment would also need a change to the ordinance on page 6 that states "Current members of the PRAC will continue to serve through March 30, 2023…" and that if they were amending the April 1, 2023 date above that, they should also change that March 30, 2023 date to June 30, 2023.

Mayor Weldon thanked Mr. Smith for pointing that out and said that she would include that in her Amendment #3 to change the dates in Section 7 to the following: ~~April 1, 2023~~ to July 1, 2023 and ~~March 30, 2023~~ to June 30, 2023.

Ms. Gladziszewski asked the manager if that is too far into the future. Mr. Watt said that would be a bit far into the future. Ms. Gladziszewski called for a brief at ease to confer with staff.

Upon returning from the break, Mayor Weldon said she withdraws Amendment #3 to replace it with the following amendment:

NEW Amendment #3 by Mayor Weldon to make the following changes to Section 7:

Section 7. Parks and Recreation Advisory Committee Transition Period. The Assembly intends on reestablishing the PRAC by ~~April 1, 2023~~ **May 1, 2023**. Current members of the PRAC will continue to serve through ~~March 30, 2023~~, **April 30, 2023,** and need to reapply if interested in a future PRAC position.

Ms. Hale objected for purposes of a statement. She said that by doing that, they just stacked more meetings on top of an already busy meeting schedule in April for the Assembly. Ms. Hale removed her objection.

Hearing no further objection, the motion passed by unanimous consent.

Ms. Gladziszewski noted that all three of Mayor Weldon's amendments passed and she returned the gavel to Mayor Weldon. Mayor Weldon called for any further amendments or discussion on the ordinance, as amended.

Mr. Smith said that the Assembly Rules of Procedure state that the full Assembly shall meet as the Human Resources Committee (HRC) and while this is not one of those empowered boards, as HRC Chair, he will explore doing a more robust appointment process when they take up the appointments to the new PRAC.

Additional discussion took place regarding whether it is the full Assembly sitting as the HRC that will do these appointments or if it will just be the regular four-member HRC body reviewing and making recommendations about those appointments.

MOTION by Ms. Gladziszewski to have the first round of appointments to the newly constituted Parks and Recreation Advisory Committee go through the application/interview process of the Full Assembly sitting as the Human Resources Committee similar to how they are done for the empowered boards.

Objection by Mr. Bryson for a question. Mr. Bryson asked if this would follow the same process they did for the Systemic Racism Review Committee such that they did the first round of appointments similar to the empowered boards but then subsequent appointments were done similar to all other advisory boards.

Additional discussion took place regarding processes for Assembly Standing Committee protocols.

ROLL CALL VOTE on Full Assembly as HRC process

Yeas: Smith, Woll, Gladziszewski, Weldon
Nays: Bryson, Hale, Hughes-Skandijs, Triem
Motion failed 4:4

Vote on the main motion to pass Ordinance 2022-64(b) as amended.

Objection by Ms. Woll for purposes of a comment. Ms. Woll expressed her gratitude to staff for bringing this to the Assembly. She then removed her objection.

Hearing no further objection, Ordinance 2022-64(b), as amended, was adopted by unanimous consent.

Mayor Weldon thanked the members of the Aquatics Board, the Jensen-Olsen Arboretum Advisory Board, the Treadwell Arena Advisory Board, and the Parks and Recreation Advisory Committee for their service. She encouraged them to apply to serve on the new PRAC and to encourage any other community members that may be interested in service to submit an application.

O. UNFINISHED BUSINESS

P. NEW BUSINESS

24. iRide Alaska Lease Request for use of West Douglas Pioneer Road

The City received an application from iRide Alaska for the use of the West Douglas Pioneer Road (WDPR). This application requests commercial use of the WDPR for guided e-bike tours between May 1 and October 30. The application has been received and according to city code, CBJC 53.09.260(a), the next step in processing the application is for the Assembly to determine "whether the proposal should be further considered and, if so, whether by direct negotiation with the original proposer or by competition after an invitation for further proposals. Upon direction of the Assembly by motion, the Manager may commence negotiations for the lease, sale, exchange, or other disposal of City and Borough land." Currently the City does not have a policy regarding the commercial use of the WDPR. The attached draft 2017 policy on the Interim Public Use of West Douglas Pioneer Road was never adopted by the Assembly but the WDPR has been managed similarly to the management described in the policy. Unfortunately, the draft policy was not included in the LHED Committee review of this request when they forwarded it to the Assembly for discussion. LHEDC forwarded this issue without recommendation.

If the Assembly provides a motion of support to work with the original proposer, the Manager would commence negotiations which could include terms and conditions to alleviate impacts to the property.

If the Assembly wants to proceed with determining draft lease details, the Manager recommends the Assembly pass a motion of support to work with iRide Alaska as the original proposer in accordance with CBJC 53.09.260.

<u>**Public Comment**</u>

Ms. Kim Metcalfe, a Gold Street resident, testified against the issuance of a lease to iRide Alaska to use the WDPR, for e-bike tours. Her main concerns lie with the explosive growth of foreign flagged, non-U.S. tax-paying, cruise ship tourism in Juneau. Ms. Metcalfe said that she sees this as another incursion of tourists into recreation areas used by locals in the summer months. She expressed that not only should the city be limiting the number of cruise ships but also the number of shoreside, water based, and air operating excursions. She suggested that a limited entry permit process, similar to those used in other industries, could be a model employed by the city with respect to tourism related excursions. She called for the city to study the lease request carefully as well as other cruise line orientated businesses and examine the data to determine visitor use limits, citing issues with residential areas being closed to tourist activities.

Mr. Paul DeSloover, a North Douglas resident, said that he has lived here for 50 years and has always been very welcoming to tourists, giving them directions, information, and often times he has provided them with rides depending on his schedule and the direction they are going. He said that he spends a lot of time on the trails and especially the Pioneer Road. He stated that since COVID began, use of the trails and Pioneer Road has increased significantly. The Pioneer Road is unique in its width unlike many of the trails, which are single file hiking trails. He said that many times he uses that road for running and hiking multiple times a week. He sees many young families with young children using the road. He sees the senior citizens that used to be the Parks and Recreation hiking group but are now doing it on their own using the road. They are all able to spread out or walk side by side due to the width of the road. He said that it is a very hilly road and adding e-bikes to that mix will make for a dangerous situation as you can't see who/what is coming over the top of the hill until you are there. He urged the Assembly to consider not entering into this lease and leaving this as one of the only spots in Juneau that local residents don't need to compete with tourists during the summer.

Mr. James King, a Sunny Point resident, said that he grew up in Juneau and was the first Director of TrailMix and worked as the Director of State Parks and spent most of his life working on trails and recreation. He said that he loves to mountain bike. He said that one thing he has noticed as his hair begins to turn grey is that it is not as easy to ride bikes up hills. He said that e-bikes are an equalizer to give those who love to do those things the ability to continue to do so. He said that what they are doing with iRide's proposal is to do tours on the Pioneer Road. He said that there are three classes of e-bikes and what they are proposing are to use the 'pedal-assist' e-bikes. There is no throttle and you can't ride it like a motorcycle. He said they see this as an opportunity for other individuals to enjoy our community and also enjoy these e-bikes which are somewhat new in our society. He said they are proposing to conduct three tours, six days a week, and not to do it on Sundays. He said that the purpose of the grant money used to build that road was to foster economic development. He said this would also provide an opportunity to generate revenue that will help with the maintenance of the road. He spoke to Mr. DeSloover's testimony that this is a wide road and has enough space to share with those who are also using the road. He encouraged the Assembly to direct the Manager to work with iRide on the proposal.

Assemblymember Smith asked Mr. King about how fast e-bikes can go. Mr. King responded that there are three classifications of e-bike. iRide is using class 1 e-bikes with pedal assist, with a maximum speed of 20 miles per hour. Mr. King then described the other classifications of e-bikes. He stressed that despite its electric nature, one must still shift gears on hills and use one's own energy to keep the bike in motion, that one can reach 20 miles normally on a regular bike going downhill.

Mr. King then proceeded to answer additional questions from Assemblymembers about the types of communications that will occur, the frequency and numbers in each tour each day, and if the business model would be feasible if the Assembly only granted the permit for one season. He also answered a number of questions from Assemblymembers related to his service with TrailMix and the state parks.

Assemblymembers discussed the Rainforest Trail vs. the False Outer Point trail. Ms. Gladziszewski noted that the Rainforest Trail was built specifically for commercial use purposes. Mr. Watt clarified that the Rainforest Trail was built using Marine Passenger Fee project money.

Assembly Action

MOTION by Mr. Smith to refer this lease back to the Lands, Housing, and Economic Development Committee.

In speaking to his motion, Mr. Smith noted that the LHED Committee is typically where leases of this type are decided and he feels they now have the full information regarding the unadopted interim public use Pioneer Road plan. Mr. Smith stated that while this may be a small proposal, it could result in large consequences and LHED may be better equipped to handle this proposal.

Mayor Weldon deferred to the LHED Committee Chair and asked if this is something they would be willing to take up again.

Ms. Hughes-Skandijs reported that this proposal has already come to the Lands Committee and if it suffered for anything, that was because it was discussed at a special two-hour meeting focused on housing. She had tasked her members with looking at it further and asking staff questions if they had more questions. She initially thought they passed it out of LHED with a recommendation to approve but was informed by staff that there was not a motion of support from LHED. She said that she would reluctantly approve this coming back to LHED.

Ms. Hughes-Skandijs said she has questions for the Manager in regards to the huge implications of designating class one e-bikes as motorized vs non-motorized and depending on the answer to that question, it could create policy issues about how that may or may not apply to other trails and uses in Juneau.

Mr. Watt said with respect to procedures, Title 53 requires direction by the Assembly for the manager to begin negotiation, stating that if the general Assembly wants more information prior to it going to LHED, they need to provide him direction to enter into negotiations. Otherwise, he will just pass it along to LHED.

Mr. Watt stated that when the proposal was in the Lands committee, Committee Member Woll recognized the larger policy question that comes with relatively small tourism proposals and made a motion to forward it out of committee without a recommendation. He said that is why there is no recommendation for the manager in the Manager's Report. Ultimately the procedural question is do they want work done before it goes to the LHED or does the Assembly think LHED can effectively hash this out and either forward a motion or not directing the manager to enter into negotiations with the requestor.

Members asked Mr. Watt if he could bring back additional information to the Assembly or the LHED without directing him to negotiate with the requestor. Mr. Watt stated that staff would provide any information that they thought would be relevant.

Ms. Gladziszewski called for further information and further analysis, stating a personal interest in review of the previously mentioned tourist survey in conjunction of trail assessment of use for commercial and non-commercial purposes. She supports moving it to a different committee that is more versed in understanding the ground work and evaluations of this type of proposal.

Assemblymember Woll stated that the reason the Assembly is reviewing it here today is because it was not going to pass out of the Lands Committee, but she didn't think it was fair to kill something in committee. Ms. Woll said that the Assembly should not be the decision making body for commercial use permits on trails. Those types of permits are handled by the Parks and Recreation Department. Ms. Woll asked if there is another option here such as sending it back to staff with the direction to handle this the way you would handle a trail in Juneau.

Mr. Watt stated that this is a quirk of our system and that the Pioneer Road is not a trail and is not managed by the Parks and Recreation Department. Rather, it is a piece of city property. He said that they did not anticipate commercial use. In 2017, they wanted to be sure that the public didn't become too attached to the Pioneer Road as a recreational trail. Formally, if they were to have the Parks and Recreation Department manage it, that would involve transferring management authority away from the Lands Division and over to Parks and Recreation. Mr. Watt stressed the uniqueness of the Pioneer Road stating that it may not be treated any differently under Parks and Recreation. He said that ultimately, he thinks the Assembly just needs to decide.

Additional discussion took place about whether or not this would be precedent setting for other trails or use of e-bikes on trails. They also discussed whether this should be sent to the LHED or the COW.

Amendment #1 by Ms. Hale to refer this to the Assembly COW rather than LHED with direction to the manager to hold off on negotiations until after that meeting occurs.

Additional discussion took place regarding the status of the Pioneer Road not being a trail but it is an economic corridor as well as which body it would be best to refer this matter to.

Mayor Weldon asked Ms. Layne and Mr. Watt if they could modify the motion to include negation without commitment.

Mr. Watt stated that by Code, it is implied and that any negation that has begun would have to come back to the Assembly by way of an ordinance.

Mr. Smith asked Ms. Hale to restate her motion.

Ms. Hale clarified her motion that the iRide Alaska proposal move to the Committee of the Whole. Earlier she said for the manager not to negotiate with the applicant but she would like to change that to state that the Manager can work with the applicant, including negotiation, but make no commitment until it comes back to the Assembly for a decision. She said this would allow for an exchange of information that both the applicant and the manager would benefit the Assembly as they work through this process.

Ms. Hughes-Skandijs objected for purposes of a question. She asked the Manager if he could bring information back without making a commitment and if he thinks he will be able to get something more useful without negotiation.

Mr. Watt said they would pull together as much information as they could, citing that there probably are new questions and ideas from the applicant and committee members as this meeting goes on.

Mayor called for the question and clarified that the motion was that this issue is referred to the Committee of the Whole while at the same time Mr. Watt will start negotiations. She asked for any objection.

Ms. Woll asked a procedural question about the amendment vs. the main motion.

Mayor Weldon called for a two-minute recess.

Mr. Smith removed his motion to refer to LHED upon advice from the City Manager and City Attorney.

Mayor Weldon stated that at this time there is one motion on the floor and that would be to refer this matter to the Committee of the Whole and to direct the City Manager to start negotiations with the application but without making any commitments.

Ms. Woll objected. She said that during the Assembly's last retreat, this is the type of thing they didn't want to spend the Assembly's time on. She called for the Assembly to just make a decision tonight.

Roll call vote on Motion to Refer iRide proposal to the COW:
Yeas: Hale, Bryson, Smith, Triem, Gladzsiszewski
Nays: Hughes-Skandijs, Woll, Weldon
Motion passed 5 Yeas: 3 Nays

Q. STAFF REPORTS

Assemblymember Triem left the meeting at the 8:42 break.

25. Staff Report on Dependent Care

Mr. Barr provided an update to three recruitment programs that they brought up at a January Finance Committee meeting. This is the third of those programs related to Dependent Care Flexible Spending Account. Since last fall, a core group from the Leadership Team have been working on tools to provide for employee recruitment and retention. Dependent Care is a key piece of allowing employees to come to work. The packet has a memo detailing the proposal. All full time employees, who are employed for at least one year, would be eligible. They would like direction from the Assembly to either include these proposals in the upcoming budget or to stop pursuing this option.

Mr. Barr then proceeded to answer questions from Assemblymembers about the proposal.

When asked what other benefits were offered to employees without dependents, Mr. Watt discussed a number of benefits that CBJ offers to some employees and not others based on a variety of factors such as sign-on bonuses for hard to fill positions, the 457 program that only some employees chose to participate in and more. This new benefit is targeted at potential employees who are trying to get into the workforce, who may have a hurdle. Mr. Watt stated that of course not all benefits and breaks are available to everyone across the board in general, i.e. Senior Tax exemption, but that doesn't mean they shouldn't be made available.

Members expressed their support of this and Mayor Weldon noted that there was no objection to staff moving forward with this proposal.

R. ASSEMBLY REPORTS

Mayor's Report

Mayor Weldon reported that she attended AML meetings this past week. She also attended the Symphony of Seafood along with Assemblymember Greg Smith.

Mayor Weldon noted that she also had meetings with Senators Dan Sullivan and Lisa Murkowski and their staff.

Committee and Liaison Reports

Committee of the Whole (COW) Chair Gladziszewski reported that the COW met on February 13 and the next meeting is scheduled for March 6.

Mayor Weldon noted that Ms. Triem had to leave the meeting early but there is an **Assembly Finance Committee** meeting scheduled for Wednesday, March 1. Mayor Weldon noted that it is going to be a long meeting with meaty topics.

Lands, Housing, Economic Development Committee (LHED) Chair Hughes-Skandijs reported that as previously discussed, the LHED met and discussed the iRide lease, and held a two-hour worksession on Housing and will be holding another one in the future.

Assembly Human Resources Committee (HRC) Chair Smith reported that the HRC met just prior to this meeting and forwarded to the Assembly the following recommendations for board appointments:

> **Local Emergency Planning Committee:** to appoint Louisa Phillips to the 4A. General Public Alternate seat
>
> ***Hearing no objection, that nomination will be forwarded to the state for appointment.***
>
> **Juneau Economic Development Council:** to appoint Trenton English to the organized labor seat on JEDC to a term expiring on/about November 2025.
>
> ***Hearing no objection, that appointment was approved.***

Public Works and Facilities Committee (PWFC) Chair Bryson reported that during a recent PWFC meeting, they discussed the $16.82 million in funding for the Capital Civic Center. He said that the MPF projects are currently out for public comment due tomorrow. The PWFC will hold a Town Hall on March 2 about the N. Douglas 2nd Crossing and will allow for in-person testimony only.

Joint School Board/Assembly Facilities Committee Chair Hale reported that their committee met on February 3 and the next meeting is scheduled for March 30.

Presiding Officer Reports

S. ASSEMBLY COMMENTS & QUESTIONS

Mr. Bryson reported on recent Docks & Harbors Board meeting actions. He reported about the presentation given by Jamie Bursell at the LEPC meeting. He said that he attended a dinner with Senator Dan Sullivan at which he asked the senator what CBJ can do to bring the icebreaker to Juneau and Senator Sullivan replied – housing!

Ms. Hughes-Skandijs said she attended AML Conferences, and the National Association of Counties Housing Task Force meeting along with the NACO Legislative Conference. She also attended the Eaglecrest Board meeting and they discussed staffing issues.

Ms. Woll reported that February is School Board appreciation month and the School Board meets next week. She also reported on the Aquatics Board meeting last week – the Augustus Brown Pool will be closed from March 3, 2023-January 2024. They will be holding a dog pool party before closing the pool down for repairs.

Mr. Smith reported that there was no PRAC meeting in February. He reported that Travel Juneau had to cancel its retreat. He said he attended a community meeting on opioid and substance abuse issues and invited their presenters to give a presentation to the Assembly HRC in the future. Lastly, he reported that on Saturday, 1500 ticketed people went through the gates at Eaglecrest.

Ms. Hale reported that the Airport Board met and discussed rate increase proposals. She said that the Juneau Commission on Aging met and elected its officers. They are partnering with AARP on an Age-Friendly Communities project. JCOA will hold three listening sessions at the libraries about the age-friendly pillars. She attended AML meetings and thanked Ms. Hughes-Skandijs for her work on the NACO Housing Task Force.

Ms. Gladziszewski reported that at the February 15 Juneau Commission on Sustainability meeting, they heard from the consultants on the greenhouse gas inventory. A preliminary draft of that report will be coming to the Assembly COW at a future meeting. She attended the AARP reception. She asked the Manager if the Telephone Hill RPF is going to have a “Do Nothing” alternative to leave the houses on the hill included in all the other options that may be considered.

T. EXECUTIVE SESSION

U. SUPPLEMENTAL MATERIALS

V. ADJOURNMENT

There being no further business to come before the Assembly, the meeting was adjourned at 9:06 p.m.

Signed: ____________________________
Elizabeth J. McEwen
Municipal Clerk

Signed: __________________________
Beth A. Weldon
Mayor

REGULAR ASSEMBLY MEETING 2023-07
DRAFT MINUTES

March 20, 2023 at 7:00 PM

Assembly Chambers/Zoom Webinar/YouTube Livestream

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

A. CALL TO ORDER

Meeting No. 2023-07: The Regular Meeting of the City and Borough of Juneau Assembly was held in the Assembly Chambers and called to order by Deputy Mayor Maria Gladziszewski at 7:00p.m. Mayor Weldon participated virtually via Zoom so Deputy Mayor Gladziszewski presided during this meeting.

B. FLAG SALUTE

C. LAND ACKNOWLEDGEMENT

Assemblymember Michelle Hale provided the following land acknowledgment: We would like to acknowledge that the City and Borough of Juneau is on Tlingit land, and wish to honor the indigenous peoples 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*!

D. ROLL CALL

Assemblymembers Present: Maria Gladziszewski, Greg Smith, Christine Woll (via Zoom), 'Wáahlaal Gíidaak, Michelle Hale, Wade Bryson, Alicia Hughes-Skandijs, and Mayor Beth Weldon (via Zoom)

Assemblymembers Absent: Carole Triem

Staff Present: City Manager Rorie Watt, Deputy City Manager Robert Barr, Acting City Attorney Sherri Layne, Municipal Clerk Beth McEwen, Deputy City Clerk Diane Cathcart, Finance Director Jeff Rogers, Port Director Carl Uchytil, Airport Manager Patty Wahto

D. SPECIAL ORDER OF BUSINESS

1. Special Recognition: The AARP Network of Age-Friendly States and Communities

AARP Juneau Community Action Team and Juneau Commission on Aging members Linda Kruger and Emily Kane have been working together on a project. They explained the national network of AARP Age-Friendly states and communities. Juneau is the second Alaskan city to be recognized as an Age-Friendly Community, after Anchorage. They presented an award to City Manager Watt recognizing Juneau as an Age-Friendly Community based on meeting eight domains which include: housing, transportation, outdoor spaces and buildings, communications and information, civic participation and employment, respect and social inclusions, health services and community support, and social participation. JCOA and AARP is partnering to create a series of listening sessions to invite seniors to come in during the month of May and they will report those findings back to the Assembly.

E. APPROVAL OF MINUTES

2. September 26, 2022 Special Assembly Meeting 2022-23 Draft Minutes

3. November 7, 2022 Special Assembly Meeting 2022-25 Draft Minutes

4. November 30, 2022 Special Assembly Meeting 2022-27 Draft Minutes

MOTION by Ms. Hale to approve the minutes of the September 26, November 7, and November 30 meetings noted above and asked for unanimous consent**.** ***Hearing no objection, those minutes were approved.***

F. MANAGER'S REQUEST FOR AGENDA CHANGES

Mr. Watt noted that he would like to remove items 30 and 31 which are the two bid awards for the Airport upon request by the Airport Manager who has some additional work to do with the FAA before they are ready for award.

G. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

No one signed up to testify remotely via Zoom.

Ms. Karla Hart, a valley resident, testified about a town in Maine that passed a citizens initiative to limit the number of cruise ship passengers and crew per day to 1,000 by passing a zoning ordinance. She said that has been challenged in court and it is now in federal district court. She said that the lead petitioner filed to intervene as he felt the city government would represent the majority of the voters who asked to have a limit. She drew parallels to that case and noted that she sees the Assembly and CBJ government as boosters of the cruise industry over caring about the interests of our community. She said that there is a potential, depending on that court case, for Juneau to have an avenue to limit the number of cruise passengers to our community. Ms. Gladziszewski asked Ms. Hart if she could forward a link to the court case that she mentioned in her testimony.

Ms. Alicia Dunning, a resident of River Road, spoke about the Assembly's past action about cleaning up her residence. She has been told that each individual is limited to one vehicle only. She said that there is no limitation in code limiting the number of vehicles that one individual can have. She spoke to efforts of the city to slander and defeat all efforts that she and her family have tried to use to legally dispose of vehicles.

H. CONSENT AGENDA

<u>Public Request for Consent Agenda Changes other than Ordinances for Introduction –</u>

None.

<u>Assembly Request for Consent Agenda Changes</u>

Ms. Hale requested removal of Ordinance 2023-20 regarding the Systemic Racism Review Committee from the Consent Agenda.

<u>Assembly Action</u>

<u>MOTION</u> by Ms. Hale to adopt the Consent Agenda, as amended, with the removal of Ordinance 2023-20 and asked for unanimous consent. ***Hearing no objection, the motion passed by unanimous consent.***

I. Ordinances for Introduction

5. Ordinance 2023-19 An Ordinance Authorizing the Manager to Convey Approximately 4,814 Square Feet of Tidelands Located on a Fraction of Lot 3, Block 51, Tidelands Addition Adjacent to 1000 Harbor Way to 1000 Harbor Way, LLC for Fair Market Value.

The owners of 1000 Harbor Way, LLC applied to acquire City property and tidelands under and around their existing building in order to make major structural and architectural improvements. This building houses Hansen-Gress and is adjacent to the Juneau-Douglas Bridge. The Docks and Harbors Board reviewed this application at the August 25, 2022 meeting and provided a motion to advance this application. The Assembly reviewed this application at the November 21, 2022 meeting and provided a motion to authorize the City Manager to negotiate the disposal of City property. The Planning Commission reviewed this proposed disposal of the CBJ property at the meeting on January 24, 2023, and passed a recommendation that the Assembly approve the disposal. Fair Market Value has been determined by appraisal to be $24.62 per square foot.

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

6. Ordinance 2023-20 An Ordinance Amending the Duties of the Systemic Racism Review Committee.

This ordinance expands the scope of the Systemic Racism Review Committee to include CBJ policies and procedures in its review in addition to ordinances. It also gives the committee the ability to select legislation rather than being required to review every ordinance that is introduced at regular Assembly meetings.

The Assembly Committee of the Whole discussed these proposed changes at its March 6, 2023 meeting, with participation from members of the Systemic Racism Review Committee.

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

[Ordinance 2023-20 was removed from the Consent Agenda at the request of Ms. Hale.]

7. **Ordinance 2023-21 An Ordinance Authorizing the Manager to Enter into a Lease of City and Borough Property Located on West Douglas along the West Douglas Pioneer Road to iRide Alaska, LLC, for the Purpose of Offering Guided Electronic Bike Tours.**

The owners of iRide Alaska, LLC, applied for a lease of City property along the West Douglas Pioneer Road located near the end of North Douglas Highway. Their request is for the commercial use of the property for guided electronic-bike "e-bike" tours. The Assembly LHED Committee reviewed this request and forwarded it to the Assembly for discussion. The Assembly considered this lease request as new business at the February 27, 2023 meeting and forwarded it to the Assembly Committee of the Whole for additional review. The Committee of the Whole reviewed this application at the March 6, 2023 meeting and adopted a motion supporting the Manager to enter into negotiations for a one-year lease including renewal options with the original applicant and to draft an ordinance for introduction. The packet for the COW meeting included extensive background material and can be viewed at: Assembly Committee of the Whole Worksession 03/06/2023 06:00 PM | Juneau, AK (municode.com)

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

8. **Ordinance 2022-06(b)(AR) An Ordinance Appropriating up to $2,340,737 to the Manager for Juneau School District Special Revenue Fund Deficits and Current Year Student Activities; Funding Provided by General Funds.**

This ordinance would appropriate up to $2,340,737 of additional outside the cap funding to resolve current and prior year deficits in the School District's special revenue funds, as well as a request for new wrestling mats for middle and high schools totaling $80,000. This appropriation would allocate funding for the following purposes:

FY2021 Deficits			
Pupil Transportation		$	374,939
Rally		$	464,770
	FY2021 Total	**$**	**839,709**
FY2022 Deficits			
Pupil Transportation		$	425,914
Community Schools		$	126,884
	FY2022 Total	**$**	**552,798**
FY2023 Deficits			
Pupil Transportation		$	483,000
Rally		$	285,230
Community Schools		$	100,000
	FY2023 Total	**$**	**868,230**

New Requests

Middle/High School Activities (wrestling mats)		$ 80,000
	New Requests Total	**$ 80,000**
	Total JSD Supplemental Funding Request	**$ 2,340,737**

After consultation with the Alaska Department of Education and Early Development, JSD has removed their request for funding of summer school in 2023, which has been determined to be an instructional cost that must be paid for inside the educational funding cap.

This request does not correct the School District's operating fund deficit of $620,400 at June 30, 2022, as CBJ already contributed the maximum local contribution inside the cap. I am advised that JSD intends to correct that issue with its FY24 budget request.

School funding is complicated and there are three concurrent funding processes that the Assembly should understand as it acts on this request.

First, this Ordinance has been requested for introduction.

Second, the Legislature is seriously contemplating an increased base student allocation, as much as $1,200. The results of that deliberation will not be known for some time.

Third, The JSD budget for FY24 will be received in accordance with Law by April 1, 2023. In that budget, JSD has to anticipate many factors, including an Assembly decision on this Ordinance, action by the legislature, enrollment, and staffing costs.

Last, the Assembly should be informed that due to the increase in the value of real property in Juneau, funding JSD instruction "to the cap" in FY24 will increase CBJ's allowable appropriation by approximately $2.3 Million (about an 8% increase) over the FY23 level.

This request was reviewed and approved by the Juneau School District Board on January 10, 2023. This request was reviewed by the Assembly Finance Committee at the March 1, 2023 meeting. Based on some feedback from DEED on summer school funding, JSD staff have adjusted the request.

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

9. Ordinance 2022-47 An Ordinance Repealing Title 49 Provisions Related to Wetland Review Board Authority.

At the Regular Planning Commission meeting on March 14, 2023, the Commission voted to recommend approval of an ordinance to repeal 49.10.700, Wetlands Review Board. The Board's wetland permitting authority has expired, the Board has not met since 2018, and the Board is no longer needed.

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

J. Resolutions

10. Resolution 3024 A Resolution in Support of the Alaska Department of Transportation and Public Facilities Southcoast Region's Funding Request from the Community Transportation Program for the Rehabilitation of Glacier Highway and Lemon Road.

This project would rehabilitate 1.6 miles of Glacier Highway and Lemon Road. Improvements would include new pavement, improved lighting, improvements to sidewalks, and new Capital Transit bus shelters and improved turnouts at existing bus stops. Capital Transit strongly supports this project. Bus riders commute to bus stops primarily on foot. New lights along this corridor will enhance visibility and safety for Capital Transit commuters. Four new bus shelters will provide a safe place for our customers to get out of the elements while waiting for the bus; improvements to the sidewalks will help pedestrians to travel to and from the bus stop and their destination. These improvements will facilitate access to our most heavily used bus stops, between Western Auto and Fred Meyer.

The City Manager recommends the Assembly adopt this ordinance.

K. Bid Awards (See New Business)

L. Transfers

11. Transfer Request T-1052 A Transfer of $ 1,500,000 from CIP H51-108 Statter Harbor Improvements Phase III to CIP H51-125 Aurora Harbor Improvements.

Docks & Harbors was awarded a $2 million grant from the Alaska Department of Transportation and Public Facilities' Municipal Harbor Facility Grants Program. The required 50% local match is provided by the 2017 1% Sales Tax Initiative ($1.5 million) and Harbor fund balance ($1 million). The allocation of $1.5 million of 1% Sales Tax is not scheduled until FY24. In order to complete project work by the end of the summer, Docks & Harbors is requesting to temporarily transfer funding from the Statter Harbor Improvements Phase III CIP to the Aurora Harbor Improvements CIP in order to execute a bid award in March. Once 1% Sales Tax funding becomes available for the Aurora Harbor Improvements CIP on July 1, 2023, temporary funding for Aurora Harbor will be transferred back to Statter Harbor to complete future work.

The Docks and Harbors Board reviewed this request at the February 23, 2023 meeting.

The City Manager recommends approval of this transfer.

12. Transfer Request T-1053 A Transfer of $2,200,000 from CIP U76-112 JDTP New Vactor Dump to CIP U76-122 Outer Drive and West Juneau Lift Station Improvements.

This request would transfer $2.2 million from the JDTP New Vactor Dump CIP to the Outer Drive and West Juneau Lift Station Improvements CIP. The Wastewater Utility has identified this as a high priority project due to pumping limitations, increasing maintenance needs, and difficulty in procuring replacement and repair parts. Cost escalation, supply chain and freight issues, and uncertainty in delivery times for mechanical, electrical and process components have contributed to the need for additional funds. This transfer would delay the JDTP New Vactor Dump project until additional funding is secured to replace the transferred funds.

This transfer of project funding is consistent with the intent of the 2017 1% Sales Tax initiative approved by voters in the October 3, 2017 municipal election.

The Public Works and Facilities Committee reviewed this request at the March 6, 2023 meeting.

The City Manager recommends approval of this transfer.

13. Transfer Request T-1054 A Transfer of $250,000 from CIP W75-061 Douglas Highway Water – David to I St. to CIP W75-074 Lead Water Service Lines.

This request would transfer $250,000 from the Douglas Highway Water – David to I St. CIP to the Lead Water Service Lines CIP. To adhere to the most recent EPA requirements regarding lead water service lines, this transfer would provide funds to hire a consultant to survey water lines in every residence and business on the CBJ water system. A preliminary plan is due in June 2023 and a draft plan is due in July 2024. Work is completed on the Douglas Highway water system and the CIP is in the process of being closed out.

The Public Works and Facilities Committee reviewed this request at the March 6, 2023 meeting.

The City Manager recommends approval of this transfer.

M. Liquor/Marijuana Licenses

14. Liquor & Marijuana Licenses for Review

These Alcohol Marijuana Control Office (AMCO) license actions are before the Assembly to either protest or waive its right to protest the license actions.

Liquor Licenses - NEW

Licensee: Goldbelt Aerial Tramway LLC d/b/a The Tr'Ale House
License Type: Destination Resort Seasonal, License #6124
Location: 1800' level at Mt. Roberts Interpretive Shelter, Juneau

Licensee: Alaska Rainforest Sanctuary LLC d/b/a Kawanti Adventures
License Type: Recreational Site Seasonal, License #6112
Location: 3000 Fish Creek Rd. Juneau

Liquor Licenses - RENEWALS

Licensee: Molly Ventures, Inc. d/b/a McGivney's Sports Bar & Grill
License Type: Beverage Dispensary, License #2728
Location: 9101 Mendenhall Mall Rd., Juneau

Licensee: Statter Harbor Food & Fuel LLC d/b/a DeHart's Grocery
License Type: Package Store, License #300
Location: 11735 Glacier Hwy., Juneau

Licensee: Shayz LLC d/b/a Squirez
License Type: Beverage Dispensary, License #1081
Location: 11806 Glacier Hwy., Juneau

Licensee: Breeze-In Corporation d/b/a Breeze-In Liquor
License Type: Package Store, License #176
Location: 2200 Trout St. Juneau

Licensee: Breeze-In Corporation d/b/a Breeze-In Liquor
License Type: Package Store, License #4543
Location: 5711 Concrete Way, Juneau

Licensee: Breeze-In Corporation d/b/a Douglas Island Breeze-In
License Type: Package Store, License #662
Location: 3370 Douglas Hwy., Juneau

Licensee: Barnaby Brewing Company LLC d/b/a Barnaby Brewing Company
License Type: Brewery, License #5524
Location: 165 Shattuck Way, Juneau

Licensee: Bullwinkles Inc. d/b/a Bullwinkles Pizza
License Type: Restaurant Eating Place, License #188
Location: 318 W. Willoughby Ave., Juneau

Marijuana Licenses – RENEWALS

Licensee: The Mason Jar LLC d/b/a The Mason Jar LLC
License Type: Retail Marijuana Store, License #28012
Location: 613 & 619 W. Willoughby Ave, Juneau

Licensee: The Mason Jar LLC, d/b/a The Mason Jar LLC
License Type: Retail Marijuana Store, License #13279
Location: 2771 Sherwood Lane Unit E, Juneau

Licensee: Tree Logic LLC d/b/a Stoned Salmon Farms
License Type: Standard Marijuana Cultivation Facility, License #27531
Location: 5763 Glacier Hwy., Juneau

Licensee: Alaskan Coffee Pot LLC d/b/a Alaskan Coffee Pot
License Type: Retail Marijuana Store, License #25190
Location: 2219 Dunn St., Juneau

Licensee: Alaskan Kush Company LLC d/b/a Alaskan Kush Company
License Type: Retail Marijuana Store, License #16213
Location: 159 S. Franklin St., Juneau

Licensee: Taku Horticulture Company LLC d/b/a Taku Horticulture Company LLC
License Type: Standard Marijuana Cultivation Facility, License #12176
Location: 1017 3rd St., Douglas

Licensee: Always Redeye LLC d/b/a Stoned Salmon Farms
License Type: Standard Marijuana Cultivation Facility, License #11605
Location: 2005 Anka St., Juneau

Licensee: The Fireweed Factory LLC d/b/a The Fireweed Factory
License Type: Retail Marijuana Store, License #10800
Location: 237 Front St., Juneau

Licensee: The Fireweed Factory LLC d/b/a The Fireweed Factory
License Type: Standard Marijuana Cultivation Facility, License #10266
Location: 8415 Airport Blvd. Space B, Juneau

Licensee: Top Hat Concentrates LLC d/b/a Top Hat Concentrates LLC
License Type: Marijuana Product Manufacturing Facility, License #10271
Location: 2315 Industrial Blvd. Suite B, Juneau

Licensee: Top Hat LLC d/b/a Top Hat LLC
License Type: Standard Marijuana Cultivation Facility, License #10270
Location: 2315 Industrial Blvd. Suite A, Juneau

Staff from Police, Finance, Fire, Public Works (Utilities) and Community Development Departments have reviewed the above licenses and recommended the Assembly waive its right to protest the 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.

N. PUBLIC HEARING

6. Ordinance 2023-20 An Ordinance Amending the Duties of the Systemic Racism Review Committee.

This ordinance expands the scope of the Systemic Racism Review Committee to include CBJ policies and procedures in its review in addition to ordinances. It also gives the committee the ability to select legislation rather than being required to review every ordinance that is introduced at regular Assembly meetings.

The Assembly Committee of the Whole discussed these proposed changes at its March 6, 2023 meeting, with participation from members of the Systemic Racism Review Committee.

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

[Ordinance 2023-20 was removed from the Consent Agenda at the request of Ms. Hale.]

Assembly Action

Ms. Hale noted that she has a number of amendments that she would like to propose.

MOTION by Ms. Hale to introduce Ordinance 2023-20, send it to the Committee of the Whole for the April 3 meeting for purposes of making amendments, and set it for public hearing at the Assembly meeting on April 17.

Ms. Hughes-Skandijs asked the City Attorney procedurally about referring this back to the COW and expressed her concern that this would be similar to the procedural issue that Mr. Palmer has brought up in the past. Ms. Layne noted that since the motion is to not just send it to the COW for purposes of making amendments but also to set it for public hearing at the next regular meeting, it is in proper order. Ms. Hughes-Skandijs said that the proposed amendments from Ms. Hale appear to be something they could take up during the regular Assembly meeting and it wouldn't need to take up more time in COW but that she would defer to Ms. Gladziszewski as Chair of the COW. Ms. Gladziszewski said that if members feel a need to spend more time in COW on this topic, she would be willing to schedule it for the April 3 COW. Ms. Hughes-Skandijs removed her objection.

Ms. Woll objected for the same reasons expressed by Ms. Hughes-Skandijs.

Roll Call Vote on the Motion to introduce Ordinance 2023-30, send it to COW on April 3 for purposes of amendment, and schedule it for public hearing on April 17.

Yeas: Hale, Bryson, Smith, Gladziszewski, Weldon

Nays: Woll, Hughes-Skandijs, Waahlaal Giidaak

Motion passed 5 Yeas: 3 Nays

15. Ordinance 2023-02 An Ordinance Amending the Assessing Standards for the City and Borough of Juneau.

The CBJ Assessor's office is required by state law to value property at full and true value each year. In doing so, they follow the standards and practices set by the International Association of Assessing Officers and the Alaska Association of Assessing Officers. Codifying these IAAO and AAAO standards for mass appraisal can lead to greater public understanding of and trust in the assessment process. The public should note that these assessment standards have generally been written for jurisdictions with mandatory real estate price disclosure, and without such disclosure, the Juneau Assessor must depend more heavily on local knowledge and other economic information in determining full and true value.

The Systemic Racism Review Committee reviewed this request at the February 28, 2023 meeting and forwarded it to the full Assembly for public hearing.

The City Manager recommends the Assembly adopt this ordinance.

Public Comment

Mr. Dave Hanna, a resident of the back loop road, thanked the Assembly and the City Manager and City Attorney Robert Palmer for bringing this ordinance forward and especially for the clean, simple form. He said this was all that was needed and was a long time coming and it should solve all the problems of the past. He mentioned that the folks CBJ has in the Assessor's office are all good people and are doing hard work. He said that the IAAO has quite a few classes on how to utilize the standards in the process, they could probably help the Assessor staff in performing their duties and to do more efficient work. He encouraged them to support the Assessor's staff in taking advantage of those training opportunities.

Assembly Action

MOTION by Mr. Bryson to adopt Ordinance 2023-02 and asked for unanimous consent.

Mr. Smith objected for purposes of a question. He asked the City Manager or the Finance Director if this ordinance makes any changes to the current CBJ practices. Mr. Rogers said that no, they already follow IAAO and AAAO standards. He said that those standards are written for different contexts than ours and that staff interprets them all the time. He noted that the Assessor welcomes this and it confirms the practice that they already have and use at this time. He said he doesn't disagree with anything that Mr. Hanna said. Mr. Smith removed his objection.

Hearing no further objection, the motion passed by unanimous consent.

16. Ordinance 2023-09 An Ordinance Authorizing the Manager to Lease a 1.50 Acre Parcel of Land near 100520 Crazy Horse Drive at a Reduced Rate to Provide for the Southeast Alaska Food Bank Food Warehouse Expansion.

Since 2005, the Southeast Alaska Food Bank has leased a fraction of U.S. Survey 1041 from the City for $1.00 per year. This property is located in the Mendenhall Valley at the end of Crazy Horse Drive. The lease was amended in 2015 to increase the leased area to ½ acre. The current application states that the new area is needed because the opportunity has arisen to fund a new warehouse building making the food bank more sustainable for the future. The food bank already secured a grant in the amount of $500,000.00 toward the expansion. The LHED Committee provided a motion of support to amend the Food Bank lease at the January 23, 2023 meeting. The Systemic Racism Review Committee reviewed this ordinance on February 28, 2023 and forwarded it to the Assembly.

The City Manager recommends the Assembly adopt this ordinance.

<u>Public Comment</u>

None.

<u>Assembly Action</u>

<u>MOTION</u> by Ms. Hughes-Skandijs to adopt Ordinance 2023-09 and asked for unanimous consent.

Mr. Bryson objected for purposes of a question. He asked if this is the only thing that CBJ is currently working on with the Southeast Alaska Food Bank at this time. He noted that there had been an email sent to the Assembly about another matter and he just wanted to confirm that there were not any other pending matters with them at this time. Mr. Watt said this was the only one. Mr. Bryson removed his objection. ***Hearing no objection, the motion passed by unanimous consent.***

17. Ordinance 2023-11 An Ordinance Amending the Official Zoning Map of the City and Borough to Change the Zoning of Indian Village, Blocks 3 & 4, Kasaan City, Lot 2, and Tidelands Addition to the City of Juneau, Block 68, Lots 1, 2, 3, 4, 5, 6, and 12FR, from Mixed Use 2 (MU2) to Mixed Use (MU).

AME2022 0006: A Rezone Request from MU2 to MU in the Aak'w Kwaan District

At the <u>Regular Planning Commission meeting on February 14, 2023</u>, the Commission voted to recommend approval of a rezone from MU2 to MU in the Aak'w Kwaan District. This project proposes a westward extension of less-restrictive MU zoning to 4.2 acres that encompass the Indian Village, the Andrew Hope Building, and current offices of the Alaska Department of Environmental Conservation. This area includes the 3.7 acres in the applicant's application, and a staff-proposed expansion of half an acre. This rezone would reduce zoning setbacks and facilitate canopies over sidewalks, improving conformity with the Willoughby District Land Use Plan, elements of which are incorporated by reference into the Comprehensive Plan. While MU has no height restrictions, future CDD and Commission decisions would be moderated through the Willoughby District Land Use Plan. CDD held a public meeting on December 6, 2022, and one member of the public attended. The Systemic Racism Review

Committee reviewed this ordinance at its February 28, 2023 meeting and forwarded it to the Assembly for public hearing.

The City Manager recommends the Assembly adopt this ordinance.

Public Comment

None.

Assembly Action

MOTION by Waahlaal Giidaak to adopt Ordinance 2023-11 and asked for unanimous consent. ***Hearing no objection, the motion passed by unanimous consent.***

18. Ordinance 2023-10 An Ordinance Amending the Official Zoning Map of the City and Borough to Change the Zoning of Tidelands Addition to the City of Juneau, Block 68, Lot 8 Fractions, Lots 9, 10, 11, 12 Fraction, 12A, 13, and 14 Fraction; Tidelands Addition to the City of Juneau, Block 74, Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9; Tidelands Addition to the City of Juneau, Block 75, Lot A; Juneau Subport Lot A, and USS 3566, Lot 3 Fraction and 2A Fraction; from Mixed Use 2 (MU2) to Mixed Use (MU).

AME2022 0008: A Rezone Request from MU2 to MU in the Aak'w Kwaan District

At the Regular Planning Commission meeting on February 14, 2023, the Commission voted to recommend approval of a rezone from MU2 to MU in the Aak'w Kwaan District. This project proposes a westward extension of less-restrictive MU zoning to 6.6 acres that encompass Centennial Hall, the Juneau Arts and Culture Center, Zach Gordon Youth Center, the proposed location of a new City Hall, and the Four Points Sheraton. If AME22-06 is approved, this would be a southward extension that creates clean boundaries along streets. This area includes the 5.7 acres in the applicant's application, and a staff-proposed expansion of 0.9 acres. This rezone would reduce setbacks and facilitate canopies over sidewalks, improving conformity with the Willoughby District Land Use Plan, elements of which are incorporated by reference into the Comprehensive Plan. While MU has no height restrictions, future CDD and Commission decisions would be moderated through the Willoughby Plan. CDD held a public meeting on December 6, 2022, and one member of the public attended. The Systemic Racism Review Committee reviewed this ordinance at its February 28, 2023 meeting and forwarded it to the Assembly for public hearing.

The City Manager recommends the Assembly adopt this ordinance.

Public Comment

None.

Assembly Action

MOTION by Ms. Woll to adopt Ordinance 2023-10 and asked for unanimous consent. ***Hearing no objection, the motion passed by unanimous consent.***

19. Ordinance 2022-06(b)(AI) An Ordinance Appropriating $450,000 to the Manager for the Airport Furniture Acquisition Capital Improvement Project; Funding Provided by Airport CARES Act Funding.

This ordinance would appropriate $450,000 in Airport CARES Act funding for the Airport Acquisition CIP. This funding would provide for the acquisition of seating to increase capacity, and replace the less durable soft furnishings in the terminal that are showing their age due to wear and tear.

The Airport Board approved this request at the April 14, 2022 meeting. The Systemic Racism Review Committee reviewed this request at the January 31, 2023, meeting and forwarded it to the full Assembly for public hearing.

The City Manager recommends the Assembly adopt this ordinance.

Public Comment

None.

Assembly Action

MOTION by Mr. Smith to adopt Ordinance 2022-06(b)(AI) and asked for unanimous consent.

Objection by Mr. Bryson for purposes of a question. Mr. Bryson asked what would happen to the old furniture, especially if the public was interested in acquiring any of the old furniture. Airport Manager Patty Wahto said that they will be doing reupholstering of some of the furniture. She also noted that there are a number of pieces that have too much damage, wear, and tear and those will be disposed of but they are trying to use as much as they can throughout the terminal. Mr. Bryson removed his objection.

Hearing no further objection, the motion passed by unanimous consent.

20. Ordinance 2022-06(b)(AJ) An Ordinance Appropriating $5,000,000 to the Manager for the Capital Civic Center Capital Improvement Project; Funding Provided by General Funds and Hotel-Bed Tax Funds.

This ordinance would appropriate $5 million for the Capital Civic Center CIP. This project is an expansion of Centennial Hall that will include upgrades to satisfy the goals of the business community, the travel industry, and the arts economy. This appropriation is intended to leverage grant funding and should not be expended until such time as sufficient grant funding is secured for the project that would require local matching funds in the amounts of this appropriation.

This request is funded equally by general funds and hotel-bed tax funds.

The Assembly Finance Committee reviewed this request at the March 1, 2023 meeting. The Systemic Racism Review Committee reviewed this request at the February 28, 2023 meeting and forwarded it to the full Assembly for public hearing.

The City Manager recommends the Assembly adopt this ordinance.

Public Comment

None.

Assembly Action

MOTION by Ms. Hale to adopt Ordinance 2022-06(b)(AJ) and asked for unanimous consent.

Objection by Ms. Hughes-Skandijs for purposes of a question. She asked the City Manager if he might be able to give an update on the status of how much of the $2 million for design in the CIP has already been spent on this project. Mr. Watt said that he could not provide those numbers at this time.

Mr. Bryson said that he was the one to bring forward this ordinance proposal based on the fact that Senator Lisa Murkowski had strongly urged them to leverage local funding in order to get federal funding. Mr. Bryson said he proposed the $5 million match be set aside from CBJ funds to leverage $35 million in federal funds. He said that he agrees with the Mayor’s suggestion that half of the $5 million comes from hotel/bed tax funds and the other half from general funds.

Mr. Smith asked a number of questions about why they aren’t using Marine Passenger Fees (MPFs) and why they aren’t doing this during the regular budget cycle. Mr. Watt answered that some time ago, in discussions with cruise ship industry representatives, he negotiated an agreement of non-objection from the industry for $10 million funding for this project. He said that the view was that while this was not on the waterfront and this is in an area that they would not generally approve spending of MPFs, they saw benefit to the cruise ship industry for use of the facility for a variety of passenger uses. He said the industry was supportive of having MPFs as part of a larger project but they weren’t supportive of this being the main funding source for such a project. He said that the general idea is that they would meter MPFs over time as the project developed. He also noted that there is $1 million designated in the MPF budget. He said that it would be inappropriate, in light of the negotiated settlement, to increase those amounts at this time.

Mr. Watt answered Mr. Smith's other question related to timing and noted that Congress is currently in its cycle to consider Congressionally Directed Spending Requests which were previously referred to as 'earmarks.' He said that the time impetus for doing this now is to demonstrate local support of the project. Hopefully, that would enhance our Congressional Delegation's ability to gain federal funding for the project.

Mayor Weldon said that what they should be focusing on at this juncture is not whether or not we are for or against the civic center but rather the focus should be on leveraging federal funding. She said that they worked hard to make sure that half of the funding came from hotel/bed tax funding sources and that they would not spend any of those funds until federal grant funds were secured. She said that in her mind, it is a no risk situation and if they do not receive federal funds, no harm, no foul. She said that if/when the project is done, it will be done in phases. She also spoke to all the money that does come to Juneau as a result of having a convention center.

Ms. Hughes-Skandijs asked if Mr. Watt could speak to how the $5 million amount came and if there was a specific dollar amount identified by Senator Murkowski. Mr. Watt said that while Senator Murkowski and her staff did not identify any specific funding amount needed by Juneau, he noted that projects are more likely to get funding if they are shovel ready, show support from the community, and have matching funds available.

Mr. Smith asked if the federal funding doesn't come through, what happens to the money that is set aside in this CIP and at what point does it go back into the general fund, if at all. Mr. Watt explained that funding that goes into Capital Improvement Projects (CIPs) does not lapse. He said that it goes on in that CIP account until the project is completed or the Assembly takes further action. He said that if federal grant funding it not obtained, there will be a robust discussion of the Assembly about the needs of Centennial Hall as it sits today and that these funds would be helpful towards whatever plan is put into place to provide for the next renovations to Centennial Hall. He said that under any scenario Centennial Hall needs upgrades as it is not meeting the needs of its users and the community. He said that if federal funding is not available, staff would come back with suggestions on ways to make necessary improvements.

Mr. Smith asked what the timeline might be to hear about the federal grant funding status. Mr. Watt said they would anticipate seeing the results in the next few months. He said that it may be a bit of a congressional roller coaster ride and we may not see the fully adopted congressional budget until sometime in the fall.

Ms. Hughes-Skandijs said she will be objecting to the ordinance. She said that it is not because she doesn't support the project. She said that she agrees with the Manager that they will eventually need funding for Centennial Hall and she feels that we underfund the maintenance of all of our facilities. She said that we don't meet the basic deferred maintenance of most of our facilities and this building is currently getting renovations done while other CBJ facilities are patiently waiting in line for their turn. She said that the Assembly already put $2 million into a design appropriation for this project and it has not yet reached 30% completion of the design. She said that we should be thinking about what else we need to have match money available for and by putting $2.5 million of general fund into this CIP, it prevents those funds from being used for housing or other higher Assembly priorities.

Mr. Smith, Ms. Woll, and Ms. Gladziszewski spoke to the reasons that they would be supporting the ordinance.

Roll Call Vote on the Motion to adopt Ordinance 2022-06(b)(AJ).

Yeas: Hale, Bryson, Smith, Gladziszewski, Woll, Waahlaal Giidaak, and Weldon

Nays: Hughes-Skandijs

Motion passed 7 Yeas: 1 Nay

The Assembly took a break and resumed the meeting at 8:05 p.m.

21. Ordinance 2022-06(b)(AM) An Ordinance Appropriating $2,000,000 to the Manager for the Aurora Harbor Improvements Capital Improvement Project; Grant Funding Provided by the Alaska Department of Transportation and Public Facilities.

This ordinance would appropriate $2 million of grant funds from the Alaska Department of Transportation and Public Facilities' Municipal Harbor Facility Grants Program. The required 50% local match is provided by the 2017 1% Sales Tax Initiative ($1.5 million) and Harbor fund balance ($1 million). This project would construct one main float in the north end of Aurora Harbor with slips to accommodate 48-foot and 60-foot vessels. Docks and Harbors anticipates a bid award in April 2023.

The Docks and Harbors Board recommended this action at its regular Board meeting on February 23, 2023. The Systemic Racism Review Committee reviewed this request at the February 28, 2023 meeting and forwarded it to the full Assembly for public hearing.

The City Manager recommends the Assembly adopt this ordinance.

Public Comment

None.

Assembly Action

MOTION by Mr. Bryson to adopt Ordinance 2022-06(b)(AM) and asked for unanimous consent. ***Hearing no objection, the motion passed by unanimous consent.***

22. Ordinance 2022-06(b)(AN) An Ordinance Appropriating $31,500 to the Manager as Funding for Phase 2 of a Building Survey and Inventory of the Juneau Townsite Historic Neighborhood; Grant Funding Provided by the Alaska Department of Natural Resources.

The Juneau Townsite Historic Neighborhood is a mixed-use commercial and residential neighborhood, located between the Downtown and Chicken Ridge historic districts. This ordinance would appropriate $31,500 of grant funding to survey and inventory approximately 42 structures in the area and document their historical significance. This survey will complete the survey and inventory and determine whether the Juneau Townsite Historic Neighborhood is eligible to be listed on the National Register of Historic Places. The benefits of becoming a listed district include access to Historic Tax credits and Historic Preservation Fund grants. These benefits would be available for property owners for rehabilitation and maintenance work.

CBJ's Community Development Department, City Museum, and Historic Resources Advisory Committee will partner with a historic architecture consultant to perform the scope of work for this project. Total project costs are estimated to be $52,515. The 40% local match requirement will be met with CBJ personnel service costs, for which expenditure authority has already been appropriated in the FY23 operating budget.

The Historic Resources Advisory Committee recommended CBJ staff apply for this grant at the February 3, 2021 meeting. The Systemic Racism Review Committee reviewed this request at the February 28, 2023 meeting and forwarded it to the full Assembly for public hearing.

The City Manager recommends the Assembly adopt this ordinance.

Public Comment

None.

Assembly Action

MOTION by Mayor Weldon to adopt Ordinance 2022-06(b)(AN) and asked for unanimous consent. ***Hearing no objection, the motion passed by unanimous consent.***

23. Ordinance 2023-12 An Ordinance Providing for the Issuance and Sale of Port Revenue Bonds in one or more series in the Aggregate Principal Amount of Not to Exceed $5,100,000; Providing for the Form and Terms of the Bonds; Providing a Method of Payment Therefor; and Reserving the Right to Issue Revenue Bonds on a Parity with the Bonds upon Compliance with Certain Conditions.

This ordinance authorizes the sale of $5.1 million of revenue bonds for the first phase of electrifying CBJ's municipally owned cruise ship docks. The bond will be fully repaid within 15 years at an expected annual cost of approximately $450,000 assuming an interest rate of 4.0%. This revenue bond will be repaid entirely by passenger fees, and does not pledge any borough tax revenue. Issuance of this bond will not impact the debt service mill rate.

The Docks and Harbors Board approved this request at the December 29, 2022 meeting. The Assembly Finance Committee reviewed this request on January 4, 2023 and March 1, 2023.

The Systemic Racism Review Committee reviewed this request at the February 28, 2023 meeting and forwarded it to the full Assembly for public hearing.

The City Manager recommends the Assembly adopt this ordinance.

Public Comment

Ms. Karla Hart, a resident of the Back Loop Road, said that she has concerns about these bonds because the city still has revenue bonds out for the 16B city docks which precludes some of the city's ability to do management options that would impact the ability to repay the bonds. She said that we should be paying off the existing bonds and looking at getting those done before we give up more of our ability to manage the cruise industry by having complete control over our docks. Further, she said that this is 20% of a project that was estimated to cost about $21 million in the latest grant proposal which is already in yesterday's dollars given the state of inflation. She compared this as being similar to the Centennial Hall situation, putting forward money with hopes of getting grant money. She asked if they don't get grant money, what will happen to the rest of the project. Will we be on the hook for the remaining 80% or a lot more to finish the project and be further indebted. She said that if they don't use Marine Passenger Fees (MPFs) or if something else like COVID prevents the city from getting MPFs, the citizens would be on the hook for satisfying this debt. She urged them to go ahead with the shorepower but to figure out a way to 100% forward fund it. She noted that she has more on that topic when they get to the next ordinance.

Ms. Hale asked Ms. Hart to elaborate or explain the statement she made with respect to the 16B dock bonds precluding the city from being able to manage the docks.

Ms. Hart explained that when we take out bonds, part of the condition of the bonds is that the community not do anything that would get in the way of repaying those bonds. She said that it could be argued that if the Assembly were to decide not to have any cruise ships in dock for Saturdays or Sundays at the two public docks, if they have this indebtedness, they could be called out by the bonding agent for not maximizing the revenue opportunities at the docks. Ms. Hale thanked Ms. Hart for the explanation.

Assembly Action

MOTION by Ms. Hughes-Skandijs to adopt Ordinance 2023-12 and asked for unanimous consent.

Hearing no objection, the motion passed by unanimous consent.

24. Ordinance 2022-06(b)(AP) An Ordinance Appropriating $5,000,000 to the Manager for the Dock Electrification Capital Improvement Project; Funding Provided by Port Revenue Bond Proceeds.

This ordinance would appropriate $5 million for the Dock Electrification Capital Improvement Project. Funding for this request is provided by port revenue bond proceeds and will facilitate the procurement and installation of two load tap changer transformers for the docks owned by CBJ at Alaska Steamship and Cruise Ship Terminal. The revenue bond will be repaid with port development fees.

The Docks and Harbors Board approved this request at the December 29, 2022 meeting. The Assembly Finance Committee approved this request at the January 4, 2023 meeting. The Systemic Racism Review Committee reviewed this request at the February 28, 2023 meeting and forwarded it to the full Assembly for public hearing.

The City Manager recommends the Assembly adopt this ordinance.

Public Comment

Ms. Karla Hart, said that she doesn't have any expectations that the Assembly will vote against this ordinance but she urged the Assembly to consider forward funding this project. She said that the Environmental Protection Agency (EPA) has a calculator that looks at what pollution is put out by ships at dock to be able to establish what they can save. She also noted that the U.S. Department of Transportation (USDOT), which the city has already applied for a grant from, has quantified the value of that calculation. She said that when she runs the calculator against some of the ships that are coming into Juneau, one of the larger new ships with the newest/best anti-pollution devices, the pollution that they generating has a value from USDOT of $2,400 per hour. Those are the costs that we the community are bearing over time per hour. Taking those calculations, if a ship were in dock for 10 hours, that would generate $24,000 worth of pollution to the community. She proposes that the city look at adopting a pollution assessment against the cruise ships, not the passengers, but the cruise ships in the amount that goes with what they are generating in pollution. She said it would be expected that the ships would pass those costs along to their passengers and for a large cruise ship, that would be less than the cost of one beer for a 10-hour stay in Juneau. The older ships generate more pollution and have fewer passengers so it would come out to less than a glass of wine on the cruise ship. She said that if they did impose such a fee, it would generate approximately $100,000/day that all the citizens are bearing the cost of at this time. That would allow the city to forward fund the shorepower project. She said that since it impacts the health of the community, those funds could be used to help finance the hospital and other things that improve the health of our community. Ms. Hart said she would be willing to do a more in depth analysis if the Assembly wished to have her do it at an Assembly COW.

Ms. Hale asked if Ms. Hart has seen anything similar in any other community in the world. Ms. Hart said that she has not seen any other community do this but it was through looking at the EPA pollution calculator and the Docks & Harbors grant application that made her look into this and bring forward this recommendation.

Assembly Action

MOTION by Waahlaal Giidaak to adopt Ordinance 2022-06(b)(AP) and asked for unanimous consent.

Hearing no objection, the motion passed by unanimous consent.

25. Ordinance 2023-13(b) An Ordinance Providing for the Issuance and Sale of General Obligation Bonds in One or More Series to Provide Not to Exceed $6,600,000 in Net Proceeds; and Providing for the Form and Terms of the Bonds and for Unlimited Tax Levies to Pay the Bonds.

This ordinance authorizes the sale of $6.6 million of general obligation bonds as authorized by voters in the October 4, 2022 municipal election. Per the authorizing ballot measure, these bond funds will be used for installation of an artificial field for baseball and softball and replacing the track surface at Adair-Kennedy Memorial Park, a new public use cabin, and areawide trail maintenance. The bond will be fully repaid within 6 years at an expected annual cost of approximately $3.1 million in the first year and $775,000 in the following five years assuming an interest rate of 3.9%. Issuance of this bond will not increase the debt service mill rate from its current level.

Version (b) of this ordinance makes a minor adjustment to the debt repayment schedule in response to higher than anticipated assessed values, which increases property tax revenue available to pay down debt.

The Systemic Racism Review Committee reviewed this request at the February 28, 2023 meeting and forwarded it to the full Assembly for public hearing. The Assembly Finance Committee reviewed this request at the March 1, 2023 meeting.

The City Manager recommends the Assembly adopt this ordinance.

Public Comment

None.

Assembly Action

MOTION by Ms. Woll to adopt Ordinance 2023-13(b) and asked for unanimous consent.

Hearing no objection, the motion passed by unanimous consent.

26. Ordinance 2022-06(b)(AO) An Ordinance Appropriating $6,600,000 to the Manager for the Areawide Trail Improvements, Adair-Kennedy Memorial Park, and Public Use Cabins Capital Improvement Projects; Funding Provided by General Obligation Bond Proceeds.

This ordinance would appropriate $6.6 million of general obligation bond proceeds for the Areawide Trail Improvements, Adair-Kennedy Memorial Park, and Public Use Cabins capital improvement projects. This funding provides for installation of an artificial field for baseball and softball and replacing the track surface at Adair-Kennedy Memorial Park, a new public use cabin, and areawide trail maintenance.

This appropriation of project funding is consistent with the intent of the $6.6 million general obligation bond package approved by voters in the October 4, 2022 municipal election. The Systemic Racism Review Committee reviewed this request at the February 28, 2023 meeting and forwarded it to the full Assembly for public hearing.

The City Manager recommends the Assembly adopt this ordinance.

Public Comment

None.

Assembly Action

MOTION by Mr. Smith to adopt Ordinance 2022-06(b)(AO) and asked for unanimous consent.

Objection by Ms. Hughes-Skandijs for purposes of a question. Ms. Hughes-Skandijs said she had heard some concerns from some of the community members about PFAS being in the materials that make up turf and she asked if they could speak to those concerns.

Mr. Watt said that PFAS is very much in the news. In essence, it is a longer duration, persistent widely spread industrial chemicals that is used in many, many products. He said that he saw something recently that said that drinking water for 200 million Americans would potentially need to be required to be treated for PFAS. He said that it is a big issue and that yes, the turf products that are currently manufactured contain PFAS. He noted that the underlying carpet materials and then the crumb rubber both likely contain PFAS. He said that whether or not we should proceed with installation of turf is a good question and understanding how the regulatory environment is changing and evolving is a necessary part of that project. He said that it is not a foregone conclusion that they will be installing the turf. He said that he thinks it is likely but there will be a lot more community and Assembly discussions on that topic.

Ms. Hughes-Skandijs asked if staff would be bringing the information back to the Assembly. Mr. Watt said that what he thinks will happen is that staff will come back with as much information as they can with the known issues, the pros and cons, the regulatory concerns, and they can discuss at that point if it is the right thing to do.

Ms. Hale said that her understanding of PFAS is that it is ubiquitous in all things that we are surrounded by including clothing. It used to be in sticky notes, it’s in the tooth floss that we use but it will be a long time before we can disentangle ourselves from it.

Ms. Hughes-Skandijs removed her objection.

Hearing no objection, the motion passed by unanimous consent.

O. NEW BUSINESS

27. Regulation Title 07, Chapter 10 Airport Rates and Fees

In response to a projected budget deficit for FY24 and beyond, the Airport has adjusted its rates and fees to help offset the shortfall. Rates and fees are established through the Airport's financial model.

Rate increases are proposed in all categories, all users. The anticipated increase to annual revenues for FY24 is $1,737,900. A detailed description of the rates and fees regulation changes is addressed in the fiscal note and accompanying draft regulation.

The Airport received three comments during the public comment period from February 12, 2023 through March 6, 2023. At the March 9, 2023 Airport Board meeting, the Board amended the Fuel Flowage Fees for small aircraft (under 12,500 lbs) and non-signatory aircraft based on comments received; and approved the proposed Rates and Fees Regulation, as presented to the Assembly. The Airline Fee for Airport Security Screening, large air carrier fuel flowage fees, non-signatory fuel flowage fees, large air carrier landing fees and non-signatory landing fees are scheduled to increase May 1, 2023, with the remainder of the Airport Rates and Fees Regulation changes scheduled to take effect July 1, 2023.

The Manager recommends the Assembly adopt this regulation.

Public Comment

None.

Assembly Action

MOTION by Ms. Hale to adopt the Airport Regulations 07.10 Airport Rates and Fees and asked for unanimous consent.

Objection by Mayor Weldon for purposes of a question. Mayor Weldon said that most of these seem pretty small but there are some that are quite large and she was wondering if the carriers were in agreement with those increases.

Airport Manager Patty Wahto said that the air carriers were in support of the rates and fees including the increase from $500 to $1,000 for the transient fees for the use of jet bridges. She said that the Airport was preparing to raise these fees prior to COVID and what they found out was that what we were charging was not even close to industry standards. She said that what they did find out was that these proposed fees not only fit with the financial models but also bring them up to industry standards.

Mayor Weldon withdrew her objection.

Hearing no objection, the motion passed by unanimous consent.

28. Bid Award: BE23-194 Outer Drive & West Juneau Lift Station Improvements

Bids were opened on this project on February 23, 2023. This project includes retrofit of two wastewater lift stations (pump stations). Additive Alternate 1 is a spare dry weather pump, Additive Alternate 2 is a spare wet weather pump, and Additive Alternate 3 is a spare pump for West Juneau. The bid protest period expired at 4:30 p.m. on February 24, 2023. Results of the bid opening are as follows:

	Admiralty Construction, Inc.	Dawson Construction	Engineer's Estimate
Base Bid	**$5,647,500**	**$6,265,651**	**$3,561,200**
Additive Alternate No. 1	$ 70,000	$ 67,000	$ 67,000
Additive Alternate No. 2	$ 160,000	$ 151,000	$ 151,200
Additive Alternate No. 3	$ 105,000	$ 89,000	$ 97,108
TOTALS	**$5,982,500**	**$6,572,651**	**$3,876,508**

The City Manager recommends award of this project to Admiralty Construction, Inc. for the base and all alternates for the total amount bid of $5,982,500.

Public Comment

None.

Assembly Action

MOTION by Mayor Weldon to award this project to Admiralty Construction, Inc. for the base and all alternatives for the total bid amount of $5,982,500.

Hearing no objection, the motion passed by unanimous consent.

29. ~~Bid Award: BE23-194 Outer Drive and West Juneau Lift Station Improvements~~

There was a title error on this bid award as it repeated the bid award title for the previous item. Correct title:
Bid Award: BE23-205 Calhoun Avenue Reconstruction Phase II

Bids were opened on this project on March 15, 2023. The project includes reconstruction of Calhoun Avenue from the intersection of West 7th Street to Main Street. The bid protest period expired at 4:30 p.m. on March 17, 2023. Results of the bid opening are as follows:

RESPONSIVE BIDDERS	TOTAL BID
Admiralty Construction, Inc.	$1,579,105
Coogan Construction Company	$1,646,593
North40 Construction Corporation	$1,743,163
Engineer's Estimate	***$1,179,586***

The City Manager recommends award of this project to Admiralty Construction, Inc. for the total amount bid of $1,579,105.

Public Comment

None.

Assembly Action

MOTION by Mayor Weldon to award this project to Admiralty Construction, Inc. for the total bid amount of $1,579,105.

Hearing no objection, the motion passed by unanimous consent.

30. Bid Award: BE23-223 JNU Gate K Culvert Replacement

This project includes the emergency removal of an existing eighty foot long steel pipe arch, protection of existing utilities, installation of a stream bypass system, installation of a new eighty foot long aluminum pipe arch, removal and reconstruction of existing riprap bank armoring, re-seeding of disturbed banks, reconstruction and repaving of disturbed roadway, and other miscellaneous work. Bids on this project were opened on March 1, 2023. The bid protest period expired at 4:30 p.m. on March 2, 2023. Results of the bid opening are as follows:

RESPONSIVE BIDDERS	TOTAL BID
Colaska dbs SECON	$555,213
Engineer's Estimate:	***$488,827***

The City Manager recommends award of this project to SECON for the total amount bid of $555,213.

[Bid Award BE23-223 was removed from the Agenda at the request of Mr. Watt.]

31. Bid Award: BE22-263 JNU Outgoing Baggage Belt Repairs

This project is a partial replacement of existing out-going baggage conveyor assembly components within the Juneau International Airport. Bids on this project were opened on March 7, 2023. The bid protest period expired at 4:30 p.m. on March 9, 2023. Results of the bid opening are as follows:

RESPONSIVE BIDDERS	BASE BID	Add. Alt. No. 1	TOTAL BID
Robson Handling Technology USA, Inc.	$1,169,012	$106,912	$1,275,924
Dawson Construction, Inc.	$1,321,000	$221,000	$1,542,000
Engineer's Estimate:	***$ 706,860***	***$420,750***	***$1,127,610***

The City Manager recommends award of this project to Robson Handling Technology, USA, Inc. for the total amount bid of $1,275,924.

[Bid Award BE23-263 was removed from the Agenda at the request of Mr. Watt.]

P. STAFF REPORTS

None.

Q. ASSEMBLY REPORTS

Mayor's Report

Mayor Weldon reported that since the last Assembly meeting, she has been meeting with several people including former members of the Systemic Racism Review Committee, members of the Glory Hall Board, with Alaskan port communities, and meetings with a couple of union members. She said that she had a very educational meeting with Anthony Mallot from Sealaska about carbon offsets.

Committee, Liaison Reports, Presiding Officer Reports

R. ASSEMBLY COMMENTS & QUESTIONS

Assembly Human Resources Committee (HRC) Chair Smith reported that the HRC met just prior to this meeting and forwarded to the Assembly the following recommendations for board appointments:

Local Emergency Planning Committee: Travis Wolfe for the Firefighter seat 3A, **Kenneth Murphy** for the HazMat Transporter seat 10A, and **Jamie Bursell** to the Health Care Systems seat 13A and asked for unanimous consent.

Hearing no objection, those nominations will be forwarded to the state for appointment.

Personnel Board: Motion by Mr. Smith to appoint Cindy Spanyers and Nadine Lefebvre to seats on the Personnel Board beginning immediately and ending January 1, 2026 and asked for unanimous consent.

Hearing no objection, those appointments were approved.

Lands, Housing, Economic Development Committee (LHED) Chair Hughes-Skandijs reported that the March 6 meeting was cancelled.

Public Works and Facilities Committee (PWFC) Chair Bryson reported that the committee met a couple of times since the last Assembly meeting. One of their meetings was on the North Douglas 2nd Crossing during which the DOWL consultants gave a brief presentation. They are one year into the environmental study on that project and they had approximately 20 people testify on the N. Douglas crossing. He reported that they held a regular PWFC meeting on March 6 and discussed a number of topics including the transfer lift station, new CIP lead testing EPA requirement, the 6-year CIP list, City Hall, and the legislative priority list.

Committee of the Whole (COW) Chair Gladziszewski reported that the COW met on March 6 with four topics: Broad-band Access and Digital Equity, the Systemic Racism Review Committee Ordinance that was introduced at this meeting, Affordable Housing Loan Funds, and the lease request for N. Douglas Pioneer Road which was introduced at this meeting as well. The next COW meeting is scheduled for April 3.

Ms. Hale reported that the Airport Board met on March 9 and discussed the rates that were just adopted. They also discussed the furnishings that were incredibly complicated. Lastly, the Airport Board commented on the childcare and deferred comp programs that the Assembly agreed to and passed. She said that the Airport Board agreed that they were very important but that they didn't know about them until very late in the process. It is important for the Assembly and CBJ staff to be aware of policy changes like that and the impacts that they have on the enterprise budgets. They had to adjust their budgets very late in the game because it was extra costs for them.

Mr. Smith reported that the Parks & Recreation Advisory Committee (PRAC) met on March 7 and went over the Montana Creek Master Plan. The public comment period on that is now closed. PRAC received an update on Augustus Brown Swimming Pool which is getting ready for its big remodel and will be closing in a couple of weeks.

Ms. Hughes-Skandijs said that she had no liaison reports but she did have a question/comment for staff. She noted that the State of Alaska is putting funds into more emergency programs to try to shore up food banks as they try to catch up with the SNAP benefits. She said that among the recipients who are eligible to apply include food banks, churches, and even cities. She said that she could share the email she received from the state and asked if staff could follow up with care providers. Mr. Barr said that they have been hearing from the Emergency Warming Shelter that their food costs have gone up astronomically and they are looking at an increase to their contract as a result of that and he would be happy to get any information that Ms. Hughes-Skandijs might send.

Mr. Bryson said he got to go on the Tazlina to watch the Governor sign the MOU to extend the road to Cascade Point. He said he originally moved to Juneau 28 years ago when his father wrote the Environmental Impact Statement for the road out of Juneau so it was exciting for him to witness the signing of the extension of that road.

Waahlaal Giidaak reported that she did not attend the last Planning Commission (PC) meeting due to an illness but she was able to talk with their chair and reported that the PC had a robust discussion about stream setbacks. She said that there was no resolution that came out of that discussion. She also shared that the Tlingit Haida, First Alaskans, and Sealaska Corporation have been working with the Polynesian Voyage Society to welcome the launch of the Moananuiakea which is the Pacific-wide voyage of the Hokule'a and the dates for the global launch will be from Juneau on June 10-15 and they will be welcoming dignitaries from across the Pacific including Micronesia, Tahiti, Aotearoa and New Zealand, Hawaii, and a few other Pacific Nations. She said that First Alaskans is also inviting all the other Alaskan Native entities to bring their water vessels to Juneau for that launch as well so it should be quite the celebration.

Ms. Woll reported that since the dissolution of the Aquatics Board, she only has one liaison report. The School Board met twice as a full board since the last Assembly meeting and those meetings were primarily focused on the FY24 budget which they passed at their last meeting with the assumption that they would need to come back and work on it again. They took an assumption about a Base Student Allocation (BSA) raise by the legislature of $400 but if that is not the right number, they will be looking at that again when that number is eventually decided upon by the legislature. They talked about the 'outside the cap' funding amount for FY24 and it is approximately $200,000 more than the amount that they requested last spring.

Ms. Gladziszewski reported that the Juneau Commission on Sustainability is still working on the Greenhouse Gas report. They had Zoom problems during their last meeting so they had to cancel their meeting and reschedule.

Mr. Smith said that they have been getting contacted by the Public Safety Employee Association (PSEA) union members about the deficit of sworn officers and he asked the Manager to provide the Assembly with information from an administrative viewpoint. Mr. Watt said that last June or July, they signed a three year contract with PSEA that states a number of things that were agreed to including wages and other workplace rules. It has been commonly known that we have always had a difficulty in being fully staffed, particularly in patrol officers and that condition continues and it worse today than it has historically been. He said that recognizing problems in recruitment and retention across CBJ and especially in the police department, they made the recommendations that they made at the Assembly Finance Committee meeting in January and those are coming on at this time. The signing bonus is live; they have signing bonuses available for new officers and lateral transfers. They put out a PSA earlier in the day about that. Also, in the budget process, they have the CBJ Deferred Compensation Program and the Dependent Care stipend which are both imbedded in the budget. The staffing difficulties are not lost on anyone and they are hoping these measures will help improve the situation. JPD is also doing more to market Juneau and JPD as a desirable place to live and work and hopefully between those efforts and the new signing bonuses, we will see more officers coming to Juneau to serve at JPD.

S. CONTINUATION OF PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

None.

T. EXECUTIVE SESSION

32. Municipal Attorney Medical Update and Consideration of an Acting Municipal Attorney

The City Manager recommends the Assembly recess into executive session to discuss a confidential personnel matter that could defame or prejudice the character or reputation of any person, namely a medical update of the Municipal Attorney and consideration of an Acting Municipal Attorney.

If the Assembly desires to appoint an Acting Municipal Attorney, the Assembly would need to return to the public meeting for such a motion.

MOTION by Ms. Hale to recess into Executive Session to discuss a confidential personnel matter that could defame or prejudice the character or reputation of any person, namely a medical update of the Municipal Attorney and consideration of an Acting Municipal Attorney.

Hearing no objection, the Assembly recessed into Executive Session at 8:52p.m.

The Assembly returned from Executive Session at 9:12p.m. with the following members present: Maria Gladziszewski, Michelle Hale, Greg Smith, Alicia Hughes-Skandijs, Wade Bryson.

Ms. Hale reported that the Assembly met in Executive Session to discuss personnel matters.

MOTION by Ms. Hale to appoint Sherri Layne as Acting City Attorney until October 1, 2023 or until such time as Mr. Palmer returns. Hearing no objection, the motion passed by unanimous consent.

U. SUPPLEMENTAL MATERIALS

33. Manager's Report for Ordinance 2022-06(b)(AR) An Ordinance Appropriating up to $2,340,737 to the Manager for Juneau School District Special Revenue Fund Deficits and Current Year Student Activities; Funding Provided by General Funds.

V. ADJOURNMENT

There being no further business to come before the Assembly, the meeting adjourned at 9:14 p.m.

Signed: ___________________________	Signed: _________________________
Elizabeth J. McEwen Municipal Clerk	Beth A. Weldon Mayor

OFFICE OF THE MUNICIPAL CLERK/
ELECTION OFFICIAL
City and Borough of Juneau (CBJ)
155 S. Seward St., Room 202
Juneau, Alaska 99801
Phone: (907)586-5278 x4175 Fax: (907)586-4552
email: Beth.McEwen@juneau.org

TO: Deputy Mayor Gladziszewski and Assembly Committee of the Whole

DATE: April 21, 2023

FROM: Beth McEwen, Municipal Clerk/Election Official

RE: Ordinance 2023-24vCOW Election Code Changes

At the January 30, 2023 Regular Assembly meeting, the Assembly directed staff to draft an ordinance which would make by mail elections the default for all CBJ elections going forward unless called for differently by the Assembly. Since that is a paradigm shift in the default method by which we conduct elections, it also required an overhaul of our current election code. The draft Ordinance 2023-24vCOW streamlines the election code by moving by mail election sections 29.07.360 and 29.07.370 into the main body of the election code. It also provides clarity of language and codifies some of the past practices that have been in our policies and procedures into the code to enhance election transparency.

This memo provides a sectional overview of the changes along with a brief explanation for the substantive changes. For clarity in this memo, Current Code sections will be referred to as **CC + section number** (example **CC29.07.010** Election times; notice) and the code sections referenced in Ordinance 2023-24 will be referred to by Draft Code **DC+section number** (example **DC29.07.010** Election times; notice).

Section DC29.07.010 Election times; notice.

- This adds a new section DC29.07.010 (a) that calls for all elections to be conducted by mail unless otherwise directed by the Assembly. Subsequent sections renumbered.
- This section change combines the language from CC29.07.360 with that found in CC29.07.010. The revised language clarifies all methods of voting, election hours and specifies how those are to appear in the Notice of Election.
- Special Note: CBJ Charter 6.1 and 6.2, along with this CC29.07.010, require the Notice of Election to be published in a newspaper of general circulation. With the announced changes to the Juneau Empire printing schedule, we will be interpreting "publication in a newspaper of general circulation" to be sufficient if published in the online e-edition. As a matter of practice, we will endeavor to target the largest audience possibly by publishing the notices of election in those editions of the newspaper that will also be printed in hardcopy.

Section DC29.07.020 Election officials.

- The language in DC29.07.020 (a)(1) regarding contracting is based on CC29.07.220 and adds the term "or contractor" to this section on line 11 of page 4.
- The language in DC29.07.020 (a)(2) is moving CC29.07.370(a)(2) up to this section and replaces that found in CC29.07.020(d).
- DC29.07.020(b) and (c) modifies the election worker staffing structures to meet the needs of elections conducted by mail with provisions for polling precinct elections when necessary.

Section DC29.07.030 ~~Voting precincts~~ Precinct Boundaries.

- DC29.07.030(a) sets the Precinct boundaries based on the boundaries identified in CBJ Code 11.10.030. (Ordinance 2023-25, also in this COW packet will be up for Assembly consideration to change the current CBJ District Boundaries.)
- DC29.07.030(b) adds vote centers to the CC29.07.030(b) language.

Section DC29.07.040 Candidate districts.

- This new language provides clarity when there are more than two candidates or more than two vacant seats in a race.

Section DC29.07.050 Candidates; nomination; write-in.

- DC29.07.050 combines CC29.07.050 with CC29.07.370 language.
- DC29.07.050(d) clarifies that the full nominating petition packet (consisting of the Declaration of Candidacy, Nominating Petition, and Alaska Public Offices Commission Public Official Financial Disclosure statement), and not just the nominating petition, have to be submitted before the end of the candidate filing period at 4:30p.m. on the 71st day before election day. Only when all packet materials are submitted and deemed sufficient, can the Election Official certify a candidate as qualified to appear on the ballot.

Section DC29.07.055 Official candidate statement.

- DC29.07.055 combines CC29.07.055 with the timing set out in CC29.07.370 and includes minor changes to some of the candidate statement categories for clarity.

Section DC29.07.060 Ballots; form.

- DC29.07.060 provides clarity on the criteria upon which candidates' names will be placed on the ballot.

Section DC29.07.070 Ballots; preparation and distribution.

- DC29.07.070 combines CC29.07.070 with CC29.07.360 language and codifies the chain of custody practices that are already followed in the election policies and procedures.

Section DC29.07.080 Election materials; preparation and distribution.

- CC29.07.080 requires instructions to be provided to voters on large printed cards (or posters). DC29.07.080 widens the display of voter instructions to include those used via audio or visual methods on the electronic marking devices for ADA purposes.
- This section further clarifies that the close of the ballot drop boxes will take place at 8:00p.m. on Election Day.

Section DC29.07.090 Absentee voting; eligible persons; permanent absentee voters.

- DC29.07.090 provides for the timing and means by which voters on the State of Alaska Division of Election Permanent Absentee Voters list are sent an application for a ballot in the event an election is held as a poll-based election rather than a by mail election.

Section DC29.07.100 ~~Absentee~~ ~~v~~Voting **procedure.**

- CC29.07.100 is replaced by the language in CC29.07.360(e) and that becomes the new DC29.07.100 section.

Section DC29.07.110 ~~Absentee election officials.~~ Reserved.

- CC29.07.110 language is no longer necessary as these duties are performed by election workers identified in DC29.07.020.

29.07.120 ~~Voting procedure.~~Vote center, ballot drop boxes, and polling place, procedures.

- DC29.07.120 combines CC29.07.120 with CC29.07.360 language and codifies the manner in which spoiled ballots are handled to ensure ballot accountability.

Section DC29.07.130 Unused ballots.

- DC29.07.130 codifies the policies and procedures for unused ballots from vote centers or polling places after the close of the polls on election day to ensure all ballots are accounted for in accordance with chain of custody protocols.

Section DC29.07.140 ~~Spoiled ballots.~~ Reserved.

- CC29.07.140 language is actually referring to an over-voted race rather than a spoiled ballot. This deletes that language and reserves this section. DC29.07.160 “General procedures for ballot count” now provides the criteria under which the markings on a ballot are to be counted.

Section DC29.07.150 ~~General procedures for ballot count.~~ Ballot envelope review and signature verification.

- DC29.07.150 combines CC29.07.150 language with that in CC29.07.370.
- DC29.07.150(3)(C) language was included at the request of the 2022 Canvass Review Board members after having to reject some of the ballots in the last election due to “fuzzy match” number issues. The fuzzy match practice is followed by the State of Alaska as well as the Municipality of Anchorage and provides that a ballot would be eligible to be counted if one of the digits on their personal identifier had been transposed but all other eligibility criteria, including a signature match, was met.
- When a ballot envelope does not meet the eligibility requirements, it goes through a ballot cure process, which is currently set out in the election policies and procedures. DC29.07.150(E) codifies that the policies and procedures established in accordance with DC29.07.250 are where those cure processes are to be found.

Section DC29.07.160 General procedures for ballot count.

- DC29.07.160 codifies the current policies and procedures based on those used by the Municipality of Anchorage. These are the procedures that we have followed since we began conducting by mail elections in partnership with the Municipality of Anchorage Election team in 2020.

Section DC29.07.1~~60~~70 Delivery of ballots and other election material.

- Since we are creating a new section DC29.07.160 above to codify our current policies and procedures for ballot count, we are renumbering this section. CC29.07.160 language for Delivery of ballots and other election material is now DC29.07.170.
- The language in CC29.07.170 is deleted and moved to a new DC29.07.350 to fall into the proper chronological order in which the destruction of ballots and election materials takes place at the end of the 90-day period following election certification.

Section DC29.07.180 Reserved. – No change.

Section DC29.07.190 ~~Absentee ballots time~~ Ballot eligibility.

- Now that we will be conducting elections by mail as the default, DC29.07.190 removes the reference of "absentee" ballots and replaces that with general language about ballots and how they will be reviewed for counting eligibility.

Section DC29.07.200 Voting systems. – No changes were made to this section.

Section DC29.07.210 Boards and teams.

- DC29.07.210 incorporates the workers required to conduct by mail elections and reflects the changes to the appointment of election workers to various teams based on different duties.

Section DC29.07.220 Procurement of voting technology.

- The language in DC29.07.220 provides for contractual services required to conduct by mail elections including the services of the ballot programmers, the firm hired to print and mail out the ballots, and any other election equipment contractor.

Section DC29.07.230 Tests and security. – No changes made to this section.

- Informational Note: The voting system control board conducts tests of ballots and election equipment programming to ensure the logic and accuracy of the programming and the ballots are in alignment with a set of predetermined random election results that are also hand counted. This is a pre-election audit of all the election systems to ensure they are working properly before being placed into live election recording status.

Section DC29.07.240 Voting system; demonstration. – No changes made to this section.

Section DC29.07.250 ~~Processing ballots at the polling place~~ Election policies established.

- DC29.07.250 combines CC29.07.250 language with that in the *Election Policies* found under the definition section of CC29.07.350.
- DC29.07.250 also requires election policies to be established 20 days prior to Election Day to ensure they are in place prior to the mailing of the ballots.

Section DC29.07.260 Delivery of ballots to ~~election central~~ ballot processing center.

- DC29.07.260 codifies the current chain of custody policies and procedures and combines the process for delivery of ballots and election materials to the ballot processing center for both types of elections: by mail and poll-based.

Section DC29.07.270 Manual counting. – No changes made to this section.

Section DC29.07.280 Review of election returns.

- The main changes in DC29.07.280 are to provide for the timing associated with ballot envelope review and preliminary unofficial results being made available on election day and the subsequent schedule of periodic updated results to be established by the election official.
- The timing of the canvass review board review of election returns and targeted certification date remain the same as the code changes that were made in 2022.

Section DC29.07.290 Certification of election. – No changes made to this section.

Section DC29.07.300 Election recounts.

- The only change to DC29.07.300 was to remove reference to “precinct” in this section since all ballots, even those received in a poll-based election, will be processed in the same manner as by mail election ballots and there is no way to segregate out ballots received from voters who live in one particular precinct vs. another.

No substantive changes were made to the following sections:

Section DC29.07.310 Oath of office.

Section DC29.07.320 Contest of election.

Section DC29.07.330 Judicial review.

Section DC29.07.340 Expenses.

Section DC29.07.350 Destruction of ballots and election materials.

- This section is a relocation of CC29.07.170 as noted previously in the memo.

Section ~~CC29.07.350 Definitions.~~

- CC29.07.350 was relocated to the bottom of the code and is now at DC29.07.390.

All the language in Sections CC29.07.360 ~~Elections by mail.~~ and CC29.07.370 ~~Alteration of election procedures for elections by mail.~~ have been incorporated into all the various sections of this draft ordinance as noted above.

Section DC29.07.380 Observers.

- The only change to CC29.07.380 was to identify and incorporate into the policies and procedures the various locations where observers may wish to observe election processes occurring.

Section DC29.07.390 Definitions.

- As noted above, CC29.07.350 Definitions was relocated to the bottom of the code and is now located at DC29.07.390.
- New or changed definitions in this section include definitions for: "Ballot processing center," "Election policies," and "Polling Place, or Precinct Polling Place."

Should Assemblymembers have any questions, I would be more than happy to discuss these changes and/or election policies and procedures in depth with you. Please give me a call at 907-586-5278 x4175.

Next Steps:

In order for these code changes to be in place prior to the opening of the candidate filing period on July 14, I would recommend the COW forward Ordinance 2023-24vCOW to the Assembly for introduction at the May 8 Assembly meeting and set it for public hearing at the June 12 Assembly meeting.

Thank you!

Beth McEwen

Beth McEwen, MMC
Municipal Clerk/Election Official

Attachments:
Ordinance 2023-24v.COW

Presented by: The Manager
Presented: 05/08/2023
Drafted by: S. Layne

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2023-24

An Ordinance Amending the Elections Code Relating to Election Procedure.

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. CBJC Chapter 29.07 Election procedures, is amended to read:

Chapter 29.07 - ELECTION PROCEDURES.

29.07.010 Election times; notice.

(a) <u>The Election Official will conduct all elections by mail, unless otherwise directed by the Assembly.</u>

~~(a)~~ <u>(b)</u> *Time of regular elections.* Annually, on the first Tuesday of October of each year, a regular election shall be held in the City and Borough of Juneau for the election of vacant City and Borough of Juneau offices, and for the determination of other matters as may regularly be placed on the ballot.

~~(b)~~ (c) *Time of special elections.* Except as provided in CBJ Charter Section 7.10(b), the assembly, by motion, resolution, or adoption of an ordinance, may call a special election at any time. Unless the assembly has set a date for a required special election, the election official shall call a special election when required by law, charter, or ordinance, to place an initiative, referendum, recall, or other question before the voters.

~~(c)~~ (d) *Voting hours.* ~~The polls in each voting precinct or vote center shall be open as provided in state law on all municipal election days for the purpose of voting.~~ On election day, vote centers, or in a poll-based election, precinct locations, will be open from 7:00a.m. to 8:00p.m. Ballots must be received by the election official, placed in a ballot drop box, or received at a vote center all by 8:00 p.m. on election day, or be postmarked by the post office on or before election day. Any ballots cast by a voter present in line awaiting the opportunity to vote at a vote center or to drop a ballot into one of the secure ballot drop boxes at 8:00 p.m. on election day will be considered as having been voted in a timely manner.

~~(d)~~ (e)*Notice of election.* The City and Borough of Juneau Election Official shall cause to be published a notice of election during three consecutive calendar weeks, once in each week, in a newspaper of general circulation in the City and Borough of Juneau. The first such publication, and the posting, shall be accomplished at least 30 days before the election.

~~(e)~~ (f) *Contents of election notices.* Notices of election shall state how the election is to be conducted; by mail or poll-based. For each election, the notice of election published pursuant to CBJ 29.07.010(d), shall include:

~~(1) The date of the election;~~

~~(2) The time of opening and closing the polling places or vote centers;~~

~~(3) The location of precinct polling places or vote centers;~~

~~(4) The qualifications of voters;~~

~~(5) The type of election, regular or special;~~

~~(6) The offices to be filled, the propositions submitted to the electors, and the full text of any proposed charter amendment submitted to the electors.~~

(1) The date and type of the election, regular or special, and the method by which the election is being conducted, by mail or poll-based;

(2) Qualifications of voters;

(3) The offices to be filled, the propositions submitted to the electors, and the full text of any proposed charter amendment; and

(4) An explanation that in-person voting will be available at vote centers on election day, but no polling places will be in operation;

(5) The date by which ballots will be mailed to voters;

(6) Instructions to voters who will not be at their current mailing addresses when the ballots are to be mailed or who do not receive their ballot through the mail;

(7) A listing of vote center and ballot drop box locations and hours;

(8) An explanation of by-mail voting deadlines; or

(9) If conducted as a poll-based election, in addition to (1)-(3), the location and hours of precinct polling places for early voting and regular in-person voting on election day.

29.07.020 Election officials.

(a) The City and Borough of Juneau Municipal Clerk is the City and Borough of Juneau Election Official. Any properly authorized assistant to the City and Borough of Juneau Municipal Clerk or other person designated by the manager shall be an assistant City and Borough of Juneau Election Official and may perform any functions set out in this chapter as a function of the City and Borough of Juneau Election Official.

(1) The election official may contract, without obtaining competitive bids, any portions of the election process with the State of Alaska Division of Elections, other governmental entity or agency, or contractor to ensure the timely and secure conduct of a particular election.

(2) Each election worker must be a qualified voter of Alaska.

(b) Before each election, the election official shall appoint a minimum of two election workers in each precinct or vote center to constitute the election ~~board~~ team for that precinct or vote center. ~~One member of the election board in each precinct or vote center shall be designated chair by the election official and shall be primarily responsible for administrating the election in that location.~~ The election official may assign additional election workers at any ~~polling place or~~ vote center or precinct polling place as necessary to conduct an orderly election ~~or to relieve the election board serving of undue hardship~~.

(c) If any election ~~board member~~ worker fails or refuses to attend and serve, the election official shall appoint a person eligible under this section to serve in the absentee's place.

~~(d) Each election worker must be a qualified voter of the City and Borough of Juneau.~~

~~(c)~~ (d) Before beginning their duties, all election workers shall take and subscribe the following oath:

"I ___________ do solemnly swear (or affirm) that I will support the constitutions of the United States and State of Alaska, and the laws of the City and Borough of Juneau, and the State of Alaska, and that I will faithfully, honestly, and promptly perform the duties of the office of ___________."

29.07.030 ~~Voting precincts~~ Precinct Boundaries.

(a) ~~Voting precincts~~ Precinct boundaries in the City and Borough of Juneau shall be ~~the same as for state elections,~~ in accordance with CBJ Code 11.10.030.

(b) The ~~polling places or~~ vote centers or precinct polling places shall be specified by the City and Borough of Juneau Election Official.

29.07.040 Candidate districts.

In any election of school board members or any election of assemblymembers involving a multimember district, the candidates receiving the highest number of votes shall be deemed elected to the vacant seats. If vacancies exist on the school board or within a multimember assembly district for seats with different terms, the candidate receiving the highest number of votes shall be deemed elected to the seat with the longest term ~~and the candidate who was elected with the fewest number of votes shall be deemed elected to the seat with the shortest term; seats for other terms of different lengths shall be similarly determined in accordance with the number of votes received.~~ and the candidate with the second highest number of votes shall be deemed elected to the seat with the next longest term until all seats are filled in that order.

29.07.050 Candidates; nomination; write-in.

(a) Nominations for elective officers shall be made only by petition accompanied by a signed acceptance. Each voter signing a petition shall state on the petition the voter's place of residence, by street and number, lot and block, or other sufficient means.

(b) Nominating petitions shall meet the following requirements:

(1) Petitions must include a certification providing:

"We the undersigned qualified voters of the City and Borough of Juneau, in the State of Alaska, hereby nominate and sponsor _______, whose residence is _______ for the office of _______, to be voted for at the election to be held on the _______ day of _______. We individually certify that we are qualified to vote for a candidate for the office this candidate seeks, and that we have not signed other nominating petitions for this (district) (office) exceeding in number the vacancies in this (district) (office) to be filled in this election."

(2) Qualified voters signing the petition shall provide their printed name, signature, residence address, one identifier - which can be either the last four digits of the voter's registration identification number, the last four digits of the voter's driver's license or state identification number, the last four digits of the social security number, or the year of birth - and the date of signing the petition.

(3) Nominating petitions shall have a minimum of 25 signatures of registered voters from within the City and Borough.

(4) The nominating petition shall contain a signed declaration of candidacy by the candidate of the candidate's qualification for the office, acceptance of nomination, and agreement to serve if elected.

(5) Upon receipt of the nominating petition, the election official shall indicate on the petition the date and hour of filing, the name and address of the person filing the petition, and place the signature of the person receiving the petition on the document.

(c) ~~Nominating petitions must be completed and filed with the election official, accompanied by any required state financial disclosure forms, not earlier than 60 days, nor later than 4:30 p.m. on the 50th day, before the election. The election official shall record on the petition the name and address of the person by whom each nominating petition is filed. All petitions in proper form with sufficient signatures, and all deficient petitions which are not withdrawn by the persons filing them, shall be preserved by the election official and destroyed with the ballots cast in the election in which the candidate ran.~~ Nominating petitions must be completed and filed with the election official, accompanied by any required state financial disclosure forms, not earlier than 81 days, nor later than 4:30 pm of the 71st day, before the election.

(d) Within four days after the filing of a nominating petition packet, the City and Borough of Juneau Election Official shall notify the candidate named in the petition and the person who filed the petition packet whether or not it is in proper form and signed by 25 qualified voters. If not, the City and Borough of Juneau Election Official immediately shall return it, with a statement certifying wherein the petition packet is deficient, to the person who filed it. A petition packet correcting the deficiencies for the same candidate may be filed ~~within the time for filing petitions~~ no later than 4:30 pm of the 71st day, before the election.

(e) ~~Any candidate nominated may withdraw his or her nomination not later than 4:30 p.m. of the 46th day before the election.~~ Any candidate nominated may withdraw their nomination not later than 4:30p.m. of the 67th day before the election.

(f) A write-in candidate shall, ~~not later than 4:30 p.m. of the fifth day before the election,~~ not earlier than 67 days, nor later than 4:30 p.m. of the seventh day before the election, file with the election official a letter of intent or declaration of candidacy form stating:

(1) The full name of the candidate;

(2) The full residence address of the candidate and the date on which residency at that address began;

(3) The full mailing address of the candidate;

(4) The office that the candidate seeks;

(5) The date of the election at which the candidate seeks election;

(6) The length of residency in the City and Borough;

(7) The name of the candidate as the candidate wishes it to be written on the ballot by the voter;

(8) That the candidate will meet the specific age requirements of the office for which the person is a candidate by the time that the candidate, if elected, is sworn into office;

(9) That the candidate is a qualified voter as required by law; and

(10) That the candidate is not a candidate for any other office to be voted on at the election and that the candidate is not a candidate for this office under any other nominating petition or declaration of candidacy.

(g) The letter of intent or declaration of candidacy form submitted by a write-in candidate must be accompanied by any required state financial disclosure forms.

29.07.055 Official candidate statement.

(a) The election official shall publish online an official candidate statement submitted by the candidate. The information will be obtained from candidate responses to a questionnaire prepared by the election official. Online publication on the municipal website of candidate statements will take place ~~35~~ 30 days prior to the election and will not include write-in candidates.

(b) A candidate for elected office under section 29.07.050 may provide the election official with biographical information of not more than 150 words, a recent photo of the candidate, and a candidate's advocacy statement of not more than 250 words, for publication on the municipal website. All information must be received by the election official no later than ~~36~~ 50 days prior to the election. A candidate may not make a change to the candidate's biographical information or advocacy statement after the deadline. ~~A candidate's advocacy statement must be submitted typewritten or transmitted electronically.~~ An article such as "a", "and" and "the" will be counted as one word. Any words included in the biographical information or candidate's advocacy statement beyond the allowed word counts will not be published.

(c) A candidate may submit any of the candidate's following biographical information:

(1) Name as it appears on the ballot;

(2) Residence address;

(3) Mailing address;

(4) Office sought;

(5) Electronic mail address;

(6) Website address;

(7) Age at the date of the election;

(8) Place of birth;

(9) Occupation;

(10) Spouse or domestic partner's name;

(11) Children's names;

(12) Length of Juneau residency;

(13) Communities lived in and dates of residence;

(14) Education, such as high school, technical and vocational school, college, university or postgraduate, including dates attended and degree or certificates earned;

(15) Military service, listing the branch, length of service, rank and awards earned;

(16) Political and government ~~positions~~ work;

(17) Business and professional ~~positions~~ work;

(18) Service organization memberships;

(19) Special interests; and

(20) Any other information the candidate considers appropriate.

(d) For purposes of a candidate's advocacy statement, a candidate may include comments about the candidate in the following areas:

(1) The candidate's skills; and

(2) The candidate's position on municipal issues.

(e) The election official may reject any portion of an official candidate statement containing obscene, libelous, profane, slanderous or defamatory material.

29.07.060 Ballots; form.

(a) The names of all offices and candidates to be voted upon shall be printed on the ballot. The title of each office to be filled shall be followed by the printed names of the candidates for such office, below which shall be blank lines equal in number to the candidates to be elected to such office, upon which the voter may write the names of persons not listed on the ballot. The words "Vote for not more than _______" with the appropriate number replacing the blank shall be placed before the list of candidates for each office. The names of candidates shall be printed as they appear upon the petitions filed with the City and Borough of Juneau Election Official except that any honorary or assumed title or prefix shall be omitted.

(b) Ballot placement of candidates shall be determined according to the following procedures:

(1) The order for placement on the ballot will be established by random drawings of the letters of the alphabet by the election official. A drawing will be held for each race. The results of each drawing will be recorded and preserved by the election official.

(2) The names of candidates in each race will be placed on the ballot based on the alphabetical order drawn for that district.

(3) If two or more candidates have ~~family~~ last names starting with the same letter, they will be placed relative to each other on the ballot according to the second letter of the ~~family~~ last names, if the second letters are the same, then according to the third letter, and so on. If two or more candidates have the same ~~family~~ last name they shall be placed relative to each other on the ballot according to their first given names, and if those start with the same letter, then as specified for ~~family~~ last names, and if those are the same, according to subsequent ~~given~~ middle names. For the purposes of this section, the name of the candidate used to determine ballot placement shall be the candidate's name as found on the voter registration rolls.

(c) Following the names of the offices and candidates, there shall be placed on the ballot all propositions and questions to be voted upon. The words "Yes" and "No" or "For" and "Against," as appropriate, shall be placed below the statement of each proposition and question. The form of statement and title of the proposition or question shall be as determined by the election official except as may be otherwise required by the assembly or applicable law. When directed by the assembly, there shall be placed on the ballot as part of a proposition or question 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.

(d) The ballot shall be printed on plain white paper through which printing and writing cannot be read. The ballots shall be numbered in series, a number being placed on one corner of each ballot within an area set off by perforations which may conveniently be removed from the remainder of the ballot.

(e) On the ballot, placed so as to be clearly visible, shall appear the words "Official Ballot" in large print and the date of the election.

(f) The layout and form of ballots may be modified by the election official to accommodate the voting system used for the election, including, but not limited to, electronic ballots, provided a paper version of the ballot can be printed and used for tabulation and ballot accountability.

29.07.070 Ballots; preparation and distribution.

The election official may contract for the preparation and printing of the ballots without obtaining competitive bids and shall require possession of the printed ballots at least 15 days before the election. Sufficient ballots shall be delivered before the opening of the ~~polls~~ vote center or polling places. The election official shall keep a record of the numbers of the ballots delivered to each election ~~board~~ team, the signature of the person to whom each group of ballots is delivered, and the date of each delivery. ~~The ballots shall be delivered in separate sealed packages, with the number of ballots enclosed in each package clearly marked on the outside of it. A receipt for each package shall be taken from the election board to which it is delivered, and preserved by the election official. No ballots shall be taken from the polling place before the closing of the polls.~~ Ballots shall be secured by election workers according to chain of custody protocols established in the election procedures. The election official shall keep a record of the numbers of the ballots delivered to each election ~~board~~ team, the signature of the person to whom each group of ballots is delivered, and the date of each delivery.

29.07.080 Election materials; preparation and distribution.

(a) The election official shall equip each vote center or precinct polling places ~~or vote centers~~ with sufficient materials and supplies needed for the election, including those required by this section, before the opening of the polls.

(b) The election official shall publish instructions explaining to voters how ballots are issued, how to correctly mark a ballot, how to obtain information from election workers, and how to obtain new ballots to replace those destroyed or spoiled. These instructions shall be ~~printed on cards in large, clear type and prominently displayed~~ prominently displayed. The election official shall have sample ballots, identical in form to the ballots to be used in the election, printed in a manner that is clearly distinguishable from the official ballot and may include as a part of a proposition or question a brief, neutral, and succinct explanation of the proposition or question, approved as to content by the assembly or attorney. The election official shall provide booths at each vote center or precinct polling place ~~or vote center~~, with appropriate supplies and conveniences to enable each voter to mark the voter's ballot screened from observation. Ballot boxes shall be placed outside the voting booths within plain view of the election workers, clerks, voters, and other persons at the polling places.

(c) Ballot drop boxes will be located in locations identified by the election official where voters may deposit voted by mail ballots up to the close of polls on election day. The drop slot opening of each ballot drop box shall be available to accept ballots 24 hours a day beginning no later than 10:00 a.m. on the 15th day before election day and closed at 8:00 p.m, the ~~a~~ time designated for the close of the polls on election day.

29.07.090 Absentee voting; eligible persons; permanent absentee voters.

(a) At any election, a qualified voter may vote an absentee ballot for any reason.

(b) The election official may designate a person as a permanent absentee voter if the person is a qualified voter, and if the voter is registered with the State of Alaska Division of Elections as a permanent absentee voter within the City and Borough.

(c) In the event that an election is held as a poll-based election, ~~A~~ a person designated as a permanent absentee voter under subsection (b) of this section will be sent an application for an absentee, by mail ballot, at the permanent mailing address stated on the voter's current registration record on the following schedule:

~~(1) In January each year;~~

~~(2)~~(1) At least 45 days before a special election;

~~(3)~~(2) At a time specified by the election official before any election, to voters defined in subsection (a) of this section who registered to vote after the last mailing of absentee by mail ballot applications.

(d) For a poll-based election, t~~T~~he voter may submit the application and vote by mail. However, nothing in this section limits the voter's eligibility to vote in person at a precinct polling place, or vote center, in person before an election official, or absentee through a personal representative.

29.07.100 ~~Absentee~~ ~~v~~Voting **procedure.**

~~(a) The election official shall provide ballots for use as absentee ballots at least 15 days prior to the election. The election official shall issue rules and instructions to absentee voters to aid~~

~~them in casting their ballots. The election official shall prescribe the form of and prepare the voter's certificate, envelopes, and other materials used in absentee voting. The election official shall enclose a privacy envelope and a return envelope to each absentee voter. The return envelope shall have printed upon it a certification by which the voter shall place the voter's signature declaring that the voter is a qualified voter, that the voter has not voted in any other manner in this election, and a space for the voter to include at least one personal identifier. The return envelope shall include a place for recording the date the envelope was sealed and be manufactured in such a way that the voter's signature and personal identifiers are concealed once the voter has signed and sealed the envelope.~~

~~(b) The application for an absentee ballot shall show the applicant's place of residence, clearly indicate the applicant's right to an absentee ballot, and be signed by the applicant.~~

~~(1) *Absentee application for voting by mail.* Beginning on January 1 of each election year, a qualified voter may in person, by mail, by facsimile machine, or by electronic transmission, file a written application for an absentee ballot by mail with the election official. A complete application for a by mail ballot must be received in the office of the election official not less than seven days before the election for which the absentee ballot is sought in order for the absentee ballot to be counted. If a voter fails to provide a specific ballot mailing address on an absentee by mail ballot application, the ballot will be mailed to the mailing address on the voter's record, or, if no address is provided, to the fax, e-mail, or other electronic transmission acceptable to the election official.~~

~~(2) *Absentee application for voting by fax or electronic transmission.* A qualified voter who has submitted an application for an absentee ballot may vote by fax or electronic transmission beginning the day the ballots are available from the election official and through the close of the polls on election day. The voter must submit a written and complete application for a fax or electronic transmission ballot to the election official's office no later than 5:00 p.m. the day before election day in order for the absentee ballot to be counted. An absentee ballot that is completed and returned by the voter by fax or electronic transmission must contain the following statement: "I understand that by using fax or electronic transmission to return my marked ballot, I am voluntarily waiving a portion of my right to a secret ballot to the extent necessary to process my ballot, but expect that my vote will be held as confidential as possible."~~

~~(3) *Absentee voting in person.* A qualified voter may vote absentee in person on or after the day the ballots are available from the election official up to and including the election day, in a location and at places and times determined by the election official.~~

~~(4) *Early voting.* A qualified voter may vote early, as soon as the ballots are available from the election official up to and including election day, in a location and at places and times determined by the election official.~~

~~(5) *Absentee voting by personal representative.* A qualified voter who is unable to go to the polling place or vote center on election day due to age, illness or disability, may appoint a personal representative to obtain a ballot for the voter on or after the 15th day before an election, up to and including election day.~~

(a) When the election official conducts an election by mail, the election official shall mail a ballot to each person whose name appears on the voter registration list prepared under AS 15.07.125 for that election. The ballot shall be sent to the address stated on the official registration list unless the voter has notified the election official in writing of a different address to which the ballot should be sent. The election official is not required to mail a ballot to any voter who does not have a valid residence address, or is in the condition of purge notice (PN), undeliverable (UN), or list maintenance undeliverable (LU), as described in AS 15.07.130. Any qualified voter not mailed a ballot will not later be refused a ballot when requested, but may be required to vote a questioned ballot. The election official shall send ballots by first class, non-forwardable mail, on or before the *19th* day before the election.

(b) The election official shall enclose a privacy envelope and a return envelope to each voter eligible under subsection (c) above. The return envelope shall have printed upon it a certification by which the voter shall declare the voter's qualifications to vote, that the voter has not voted in any other manner in this election, and a space for the voter to include at least one personal identifier. Specific instructions for voting a by-mail ballot and a list of the vote center(s) and hours shall be included with the ballot.

(c) In a by-mail election, regardless of whether or not a voter has received a ballot by mail, a voter may cast a ballot:

(1) By mail as provided in the instructions from the election official;

(2) In person at the election official's office or at a vote center; or

(3) Under the following, absentee voting procedures, *which would also be the same methods followed if the election was being held as a poll-based election:*

(A) At any election, a qualified voter may vote a ballot from a temporary address for any reason.

(B) The election official may designate a person as a permanent absentee voter if the person is a qualified voter, and if the voter is registered with the State of Alaska Division of Elections as a permanent absentee voter within the City and Borough.

(C) A person designated as a permanent absentee voter under subsection (b) of this section will be sent a ballot by mail at the permanent mailing address stated on the voter's current registration record unless the voter submits an application for a ballot to be mailed to a temporary address or submits an application for an electronic transmission ballot.

(D) A qualified voter may submit the application and vote from a temporary address. However, nothing in this section limits the voter's eligibility to vote in person at a polling place or vote center, in person before an election official, or absentee through a personal representative.

(E) The election official shall provide ballots for use as absentee ballots at least 15 days prior to the election. The election official shall issue rules and instructions to absentee voters to aid them in casting their ballots. The election official shall prescribe the form of and prepare the voter's certificate, envelopes, and other materials used in absentee voting. The election official shall enclose a privacy envelope and a return envelope to each absentee voter. The return envelope shall have printed upon it a certification by which the voter shall place the voter's signature declaring that the voter is a qualified voter, that the voter has not voted in any other manner in this election, and a space for the voter to include at least one personal identifier.

(F) The application for an absentee ballot shall show the qualified voter's place of residence, clearly indicate the qualified voter's right to an absentee ballot, and be signed by the qualified voter.

(i) Absentee application for voting from a temporary address. Beginning on January 1 of each election year, a qualified voter may in person, by mail, by facsimile machine, or by electronic transmission, file a written application for an absentee ballot at a temporary address with the election official. A complete application for a ballot to be mailed to a temporary address must be received in the office of the election official not less than seven days before election day.

(ii) Absentee application for voting by fax or electronic transmission. A qualified voter who has submitted an application to receive an absentee ballot by fax or electronic transmission will be issued an electronic ballot package beginning the day the ballots are available from the election official and through the close of the polls on election day. The voter must submit a written and complete application for a fax or electronic transmission ballot to the election official's office no later than 5:00 p.m. the day before election day in order for the absentee ballot to be counted. An absentee ballot that is completed and returned by the voter by fax or electronic transmission must contain the following statement: "I understand that by using fax or electronic transmission to return my marked ballot, I am voluntarily waiving a portion of my right to a secret ballot to the extent necessary to process my ballot, but expect that my vote will be held as confidential as possible."

(iii) Absentee voting by personal representative. A qualified voter who is unable to go to the polling place or vote center on election day due to age, illness or disability, may appoint a personal representative to obtain a ballot for the voter on or after the 15th day before an election, up to and including election day.

29.07.110 ~~Absentee election officials.~~ Reserved.

~~The election official may designate one or more registered voters as absentee election officials. After taking an oath in the form required of election workers, an absentee election official may perform all the duties of the election official with respect to the issuance, witnessing and receipt of absentee ballots at such places and times as the election official may designate.~~

29.07.120 ~~Voting procedure.~~Vote center, ballot drop boxes, and polling place, procedures.

(a) Before processing any ballots, the election ~~board~~ team must, in the presence of any persons assembled at the vote center or polling place ~~or vote center~~, open and exhibit the ballot box to be used at that location on that day. Thereafter the box shall be sealed with the security seal provided and not be opened again until the polls finally close at the end of each day and the vote center or polling place ~~or vote center~~ is open. At the end of each day, ballot envelopes containing voted ballots will be counted and sealed with the security seals that will be recorded on the daily transmission log and prepared for transport to election central or the ballot processing center as required by written directive of the election official for transportation from the ~~polling place~~ vote centers, post office box, ballot drop boxes, or polling places.

(b) A voter shall give the election worker the voter's name and place the voter's signature by the voter's name in the registration book unless the qualifications of the voter are questioned.

(c) Every election worker shall question, and every watcher and any other person qualified to vote in the precinct or vote center, may question a person attempting to vote if the questioner has good reason to suspect that the questioned person is not qualified to vote. All questions regarding a person's qualifications to vote shall be made in writing setting out the reason the person has been questioned. A questioned person, before voting, shall subscribe to a declaration in a form provided by the election official attesting to the fact that, in each particular, the person meets all the qualifications of a voter, that the person is not disqualified, that the person has not voted at the same election, and certifying that the person understands that a false statement on the declaration may subject the person to prosecution for a misdemeanor under this title, under state law, or both. The election official shall provide a registration book for questioned voters to sign. If the questioned person refuses to execute the declaration, the person may not vote.

(d) A voter who casts a questioned ballot shall vote the ballot in the same manner as prescribed for other voters. The voter shall insert the ballot into a secrecy sleeve and then put the secrecy sleeve into an envelope on which the statement the voter previously signed is located. The envelope shall be sealed and deposited in the ballot box. When the ballot box is opened, the envelopes shall be segregated, counted, compared to the voting list, and delivered to the official or body supervising the election. The merits of the question shall be determined by this official or body in accordance with election policies.

(e) If the voter is not questioned, the voter shall be given one ballot and shall ~~retire to a voting booth~~ proceed to the voting booth or to the electronic ballot marking device to mark their ballot. There the voter, without undue delay, shall mark the ballot. A voter may write in the name of a candidate or candidates of the voter's choice; provided, however, that a voter who writes in a candidate's name must also mark the ballot in the area provided for that purpose opposite the name of such candidate in order for the voter's indication to be counted as a vote for such candidate. Upon the voter's determination that the voter has satisfactorily marked the ballot, the voter shall place the ballot within the secrecy sleeve and voter certification envelope provided and deposit the ballot in the ballot box.

(f) A voter who by accident or mistake mutilates or spoils the voter's ballot shall, upon returning the same to the election workers, be given another ballot, to a maximum of three ballots. The worker shall record the number of ballots spoiled, void the spoiled ballot, and without examining it, place it in the spoiled ballot envelope for final ballot accountability. ~~The voter or election worker shall immediately destroy the spoiled ballot without examining it.~~

(g) The voter may choose to use an electronic alternative ballot marking device as provided at a vote center or polling place in accordance with instructions provided by the election officials. Alternatively, a voter who cannot read, mark the ballot, or sign the voter's name, may be assisted in doing so by an election worker, or not more than two willing persons of the voter's choice if the voter requests such assistance. If any person other than an election worker assists the voter in reading or marking the ballot, such person shall state upon oath before the election worker that such person will not reveal the vote cast by the assisted voter.

(h) On election day, ~~F~~fifteen minutes before the closing of the polls, and all other locations where ballots may be cast, an election worker shall proclaim to any persons present the time remaining before the polls close. When the polls are closed, that fact shall be similarly proclaimed, and thereafter no ballots shall be received except those of qualified voters already present at the vote centers, ballot drop boxes, election official's office, or the precinct polling location, in a poll-based election, ~~polls and~~ waiting to vote when the polls are closed. Ballots must be provided to an election official, received by the vote center, placed in a ballot drop box, or received at a polling place, in a poll-based election, by 8:00 p.m. on election day, or be postmarked by the post office on or before election day. Any ballots cast by a voter present in line awaiting the opportunity to vote at a vote center, or to drop a ballot into a secure ballot drop box, or present in line awaiting the opportunity to vote at a polling place, for a poll-based election, at 8:00 p.m. on election day, will be considered as having voted in a timely manner.

29.07.130 Unused ballots.

All ballots issued to vote centers or polling places not voted shall be sealed ~~destroyed~~ by the election workers after recording the numbers of the unvoted ballots. Election workers shall return the sealed unused ballots and stubs of ballots in an envelope provided by the election official, to the election official, who shall give a receipt therefor, and keep a record of the numbers of the returned stubs indicating when and by which worker each was returned.

29.07.140 ~~Spoiled ballots.~~ Reserved.

~~If a voter marks more names than there are persons to be elected to an office, that race shall not be counted. A failure to properly mark a ballot as to one or more candidates or issues shall not invalidate the entire ballot.~~

29.07.150 ~~General procedures for ballot count.~~ Ballot envelope review and signature verification.

(a) The election official may issue, amend, and rescind election policies prescribing the manner in which the ~~precinct or~~ vote center or precinct review and ballot count is accomplished so as to ensure accuracy in the count and to expedite the process.

(b) The election ~~board~~ team shall account for all ballots by completing a ballot statement containing:

(1) The number of official ballots received;

(2) The number of official ballots voted;

(3) The number of official ballots spoiled;

(4) The number of official ballots unused;

(5) The ~~board~~ team shall count the number of questioned ballots and shall compare that number to the number of questioned voters in the register. Discrepancies shall be noted and the numbers shall be included in the ballot statement; and

(6) The election ~~board~~ team shall separately record the number of ballots, including personal representative and other by mail ballots, which were received at that polling place or vote center but not issued by that polling place or vote center.

~~(c) Ballot envelopes and ballots may be reviewed and prepared for counting at the ballot processing center to determine eligibility for counting but will not be counted before 8:00 p.m. on the day of the election.~~

~~(d) Write-in votes shall not be counted unless the candidate has filed a letter of intent as required by subsection 29.07.050(f). If the total number of ballots containing write-in votes in the general election are at least the second highest in number in a race with two or more candidates, the write-in votes will be counted individually, which may be done using an electronic adjudication process when available. In races where a candidate is unopposed, write-ins will be counted individually if they are within 100 votes or less. Write-in votes will be counted after the date of the election, but before the certification of the election in which the write-ins occurred. Write-in vote totals that do not fall within either of these two categories will not be individually counted.~~

~~(e)~~(c) Ballot review procedure. The ballot review team shall examine each ballot envelope and shall determine whether the voter is a qualified voter as required under CBJ Charter Section 6.3 and whether the ballot has been properly cast under election policies established for the review, tabulation, and counting of by-mail ballots. The ballot review team may begin reviewing and processing by-mail ballots prior to election day as part of the election review process to prepare them for counting. The counting or tabulation of ballots that would generate any election results will not begin until after 8:00 p.m. on election day. The following standards shall guide the election policies:

(1) A ~~by-mail~~ ballot shall not be counted if:

(A) The voter failed to properly execute the certification on the envelope with a valid signature and personal identifier or the voter's signature and personal identifier cannot be validated in accordance with the process set out in subsection (3) below; or

(B) Reserved.

(C) The ballot return envelope, if mailed, is received after election day, has no postmark, and ~~USPS~~ United States Postal Service (USPS) cannot verify the ballot return envelope was mailed on or before election day; or

(D) The ballot return envelope is not received before the beginning of the canvass review board review process; or

(E) The voter has already voted in the election.

(2) A ~~by-mail~~ ballot shall be counted if:

(A) The voter properly executed the certification on the envelope with a valid signature and personal identifier as verified in accordance with the process set out in subsection (3) below; and

(B) Reserved.

(C) The ballot return envelope was received via mail at a voter center, polling place, in a poll-based election, or deposited in a ballot drop box no later than 8:00 p.m. on election day; or

(D) The ballot return envelope, if mailed, was postmarked or the ~~USPS~~ United States Postal Service (USPS) can verify that the ballot return envelope was mailed on or before election day; and

(E) The ballot return envelope was received before the beginning of the canvass review board review process.

(3) Signature verification process:

(A) The voter's signature and personal identifier on the ballot certification must be compared with the signature(s) and personal identifiers in the voter's voter registration file(s) using the standards established in the election policies developed under CBJ 29.07.~~3~~250.

(B) The election official may designate, in writing, election workers to perform this function. All personnel assigned to the duty of signature verification shall subscribe to an oath administered by the election official regarding the discharge of their duties. Personnel shall be trained in the signature verification process prior to actually comparing any signatures.

(C) In this section, Signature verification process, if all other factors match for voter's eligibility, the election official and/or canvass review board may approve the counting of a ballot if it meets the following "fuzzy match" criteria for the personal identifier:

(i) "Date of Birth" fuzzy match includes ONE of the following:

(a) Two dates with the maximum of 1 digit in difference "03/27/1945" and "03/27/1946" or

(b) Transposition of month and day portion of the Date of Birth: "05/11/1935" and "11/05/1935."

(ii) A "Social Security Number" or Alaska Driver's license or State ID fuzzy match include ONE of the following:

(a) Two numbers with a maximum of 2 digits in difference, any number position or

(b) Two consecutive numbers are transposed.

~~(C)~~(D) Missing or invalid signature or personal identifier. If a voter's signature or personal identifier is missing or determined to be invalid, the election official shall, within three days of initial processing of the envelope, send a letter to the voter explaining the lack of a valid signature and/or personal identifier.

(i) The letter shall be sent to the address to which the ballot was mailed.

(ii) The voter may:

(a) Fill out the form included with the letter and return the form to the address specified on the form; or

(b) Come to the location identified in the letter and present valid identification to an election official and sign a form provided by the election official authenticating the envelope.

(iii) If the authentication is still determined to be invalid, the voter shall be notified in writing that their ballot is rejected.

(E) Ballot cure policies and procedures will be established pursuant to the election policies developed under CBJ 29.07.250

(4) The ballot review ~~board~~ team may begin reviewing and processing by-mail ballots prior to election day as part of the election review process to prepare them for counting. The tabulation of ballots will not begin until after 8:00 p.m. on election day.

(f) Multiple and replacement ballots. ~~In accordance with CBJ 29.07.120(f) and the election policies developed under CBJ 29.07.350, i~~ If the voter is issued a replacement ballot, the first valid ballot received and reviewed at the ballot processing center is counted. Subsequently received ballots from the same voter are not counted. Subsequent ballot envelopes received from a voter who has already voted shall be marked "rejected," segregated from approved ballot envelopes, remain unopened, and forwarded to the canvass review board for final adjudication. The voter shall be notified by letter mailed to their mailing address and, if applicable, temporary mailing address.

29.07.160 General procedures for ballot count.

(a) Adjudication of votes shall use the following rules:

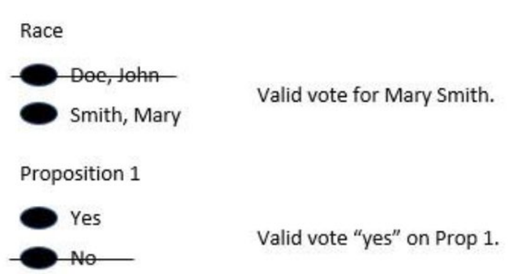
(1) A vote shall be counted if the oval preceding the name of the candidate or answer to a proposition question is wholly or partially filled-in.

(2) A failure to properly mark a ballot as to one or more candidates or proposition questions does not itself invalidate the entire ballot.

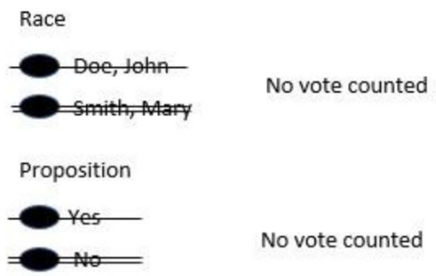
(3) If a voter marks fewer names than there are persons to be elected to the office, a vote shall be counted for each candidate properly marked.

(4) If a voter marks more names than there are persons to be elected to the office, the votes for candidates to that office shall not be counted. Marks for both a write-in and a candidate named on the ballot shall not be counted, unless the write-in name is the same as the candidate printed on the ballot marked by the voter.

(5) Candidates and answers to proposition questions marked with a strikethrough across the oval and name or answer shall be treated as indicating the voter's intent to not vote for the candidate or answer so stricken:



(6) To invalidate a vote without making an alternate choice, the voter must vote and strike through more than one oval and name or answer.



(7) All other over votes shall not be counted as a vote for any candidate or for an answer to a proposition question, regardless of markings or handwritten notes.

(8) The mark specified in 1 of this subsection shall be counted only if it is substantially inside the oval provided, or touching the oval so as to indicate clearly that the voter intended the particular oval to be designated.

(9) Improper marks on the ballots shall not be counted and shall not invalidate marks for candidates or propositions properly made.

(10) Write-in votes shall not be counted unless the candidate has filed a letter of intent as required by subsection 29.07.050(f). If the total number of ballots containing write-in votes in the general election are at least the second highest in number in a race with two or more candidates, the write-in votes will be counted individually, which may be done using an electronic adjudication process when available. In races where a candidate is unopposed, write-ins will be counted individually if they are within 100 votes or less. Write-in votes will be counted after the date of the election, but before the certification of the election in which the write-ins occurred. Write-in vote totals that do not fall within either of these two categories will not be individually counted.

(11) In order to vote for a write-in candidate, the voter should:

(A) Write in the candidate's first and last name in the space provided;

(B) Mark the oval preceding the candidate's name in accordance with subsection (a) (1) of this section; and

(C) Not mark ovals for additional candidates for the same office in excess of the number of offices available, except as otherwise provided in this code.

(12) A sticker bearing a candidate's name may not be used on the ballot and the vote shall not be counted for that office.

(b) The rules set out in this section are mandatory and there shall be no exceptions to them. A ballot or vote shall not be counted unless marked in compliance with these rules, except that when it can be clearly and convincingly determined how the voter intended to vote it shall be counted accordingly. The rejection of a ballot or vote for counting under these rules is a final determination and only reviewed in an election recount or election contest.

(c) A registered observer may challenge the adjudication of a vote under this section by:

(1) Requesting a brief pause in adjudication to note the ballot number; and

(2) Submitting a form to the municipal clerk that sets forth with specificity the rule that has been improperly applied by election officials.

29.07.1~~60~~70 Delivery of ballots and other election material.

Upon completion of the counting of ballots at the ballot processing center, the election workers shall secure the counted ballots as directed by the election official in the election policies. The election official shall preserve them for 90 days unless the election is contested. Ballots and all numbered stubs, registers, tally sheets, and other records of the election shall be similarly returned to the election official as directed in election policies.

~~29.07.170 Destruction of ballots and election materials.~~

~~Upon the expiration of the later of 90 days from the date of the election or 90 days from the determination of a contest of the election, the City and Borough Election Official may destroy the ballots, stubs and other election records.~~

29.07.180 Reserved.

29.07.190 ~~Absentee ballots time~~ Ballot eligibility.

To be counted in the election, ~~absentee~~ ballots must be received by the election official before closing of the polls on the day of the election, if voted in the office of the election official or other place designated by the election official, or post-marked not later than the day of the election and received by the election official before the review of election returns under section 29.07.290. The election official shall mark return envelopes received after such time as "Invalid," and the time and date of receipt by the election official shall be noted thereon. Such envelopes shall be retained with other election records and destroyed with them, as provided by this chapter for destruction of ballots. ~~Absentee b~~Ballots received before the closing of the polls may be reviewed at any time for voter qualification and may be counted by one or more counting teams appointed by the election official, commencing at the time the polls close on election day.

29.07.200 Voting systems.

The election official may provide for one or more voting systems at one or more voting places for one or more questions or offices on the ballot.

29.07.210 Boards and Teams.

The election official shall appoint workers to serve as an election ~~board~~ team in accordance with section 29.07.020, a voting system control board, ~~an absentee and questioned~~ a ballot review ~~board~~ team, and a canvass review board. The election official shall appoint ~~a chair of each~~ election workers to serve on each board and team and administer the oath prescribed for election workers to chairs and the members of each of the boards and teams.

29.07.220 Procurement of voting technology.

The election official may negotiate and contract with one or more government or private sources for the hardware, software, ~~and~~ supplies, and contractual services required by the voting system used in the election.

29.07.230 Tests and security.

The voting system must be tested in the presence of and to the satisfaction of the voting system control board, according to election policies.

29.07.240 Voting system; demonstration.

Voters shall be informed at the polling place or vote center that they may request a demonstration of the proper way to mark a ballot with either a paper ballot or an electronic ballot marking device.

29.07.250 ~~Processing ballots at the polling place~~ Election policies established.

The election official shall establish election policies in writing at least twenty days before an election so as to expedite the process and to guarantee the integrity of the election. ~~for processing and counting ballots at the polling place or vote center, the ballot processing center, or election central so as to expedite the process and to guarantee the integrity of the election.~~

29.07.260 Delivery of ballots to ~~election central~~ ballot processing center.

Ballots shall be delivered from the ~~precinct polling place to election central~~ to the ballot processing center from the post office, vote centers, ballot drop boxes, and polling places, in a poll-based election, by a delivery team consisting of at least two ~~members of the precinct election board.~~ election workers. ~~The receiving board shall issue a receipt for ballots received, such receipt to be signed by the delivery team and the receiving board.~~ The delivery team and election official shall each sign a chain of custody receipt for ballots and election materials.

29.07.270 Manual counting.

The election official may appoint one or more counting teams to count qualified write-in votes and ballots, which the voting system cannot process. Manual counting shall be done in accordance with election policies.

29.07.280 Review of election returns.

(a) ~~Beginning on the first Friday after each election, ballots not previously counted and questioned ballots, which the ballot review board and election official determines should be counted, shall be counted. For by-mail elections, the election official will continue to process ballots until the review of the election returns by the canvass review board. The election official~~

~~and such assistants as may be appointed by the election official shall count such ballots in accordance with the voting systems determined for use in an election.~~ The ballot review team may begin reviewing and processing by-mail ballots prior to election day as part of the election review process to prepare them for counting. The tabulation of ballots will not begin until after 8:00 p.m. on election day. Unofficial results will published online and updated periodically during the ballot review process according to a schedule established by the election official. The election official will continue to process ballots until the review of the election returns by the canvass review board. The election official and such assistants as may be appointed by the election official shall count such ballots in accordance with the voting systems determined for use in an election.

(b) By the second Tuesday after each election, unless the second Tuesday falls on a holiday, in which case by the second Wednesday after each election, the election official shall conduct the review of all election returns with the canvass review board. The review may be postponed for cause from day to day, but there shall be no more than three such postponements. The canvass review board, in full view of those present, shall review any additional absentee or by-mail ballots that were postmarked by election day and received in the mail as well as any ballots challenged by the ballot review ~~board~~ team and determine whether they will be rejected or counted. The canvass review board will then add those ballots eligible to be counted to the preliminary results the election returns and compile the total number of votes cast for each candidate and for and against each proposition and question to determine the final results to be certified by the election official. The election official will then certify the election in accordance to CBJ 29.07.290.

(c) Reserved.

29.07.290 Certification of election.

(a) If the election official concludes that the election was validly held, such conclusion shall be certified by the election official. The certificate also shall include the number of votes cast in the election, the names of the persons voted for, the propositions and questions voted upon at the election, the offices voted for, the number of votes cast for each candidate for each office, and the number of votes for and against each proposition and question voted upon. The certificate and a sample ballot shall be filed with the City and Borough Municipal Clerk as a public record. If the election official concludes that the election was not validly held, the election official shall refer the matter to the assembly for the calling of another election.

(b) Following certification of the election, the election official shall deliver to each person elected to office, a certificate of election, signed by the election official and the City and Borough Manager, and authenticated by the seal of the City and Borough.

29.07.300 Election recounts.

(a) A defeated candidate or ten qualified voters may file an application, within two days after the completion of the review of the election returns, with the election official for a recount of the votes from any particular precinct or precincts and for any particular office, proposition, or question. The date on which the election official receives an application rather than the date of mailing determines whether the application is filed within the time allowed.

(b) The application shall state the particular election~~,~~ ~~precinct or precincts~~ office, proposition, and/or question for which the recount is to be held, the particular office, proposition, or question for which the recount is to be held, and that the person making the application is a candidate or that the ten persons making the application are qualified voters. The candidate or persons making the application may designate by full name and mailing address two persons who may represent the applicant and be present during the recount. Any person may be named representative, including the candidate or any person signing the application. Applications by ten qualified voters shall also include the designation of one of the applicants as chair. The candidate or person making application shall sign the application and shall print or type their full name and mailing address.

(c) If the election official determines that the application is substantially in the required form, the election official shall fix the date of the recount to be held within five days after the receipt of an application. The election official shall give the candidate or designated chair signing the application and the two persons appointed to represent the applicant during the recount, notice of the time and place of the recount by certified mail, by facsimile, or by telephone.

(d) The election official shall appoint a board of at least three qualified voters to conduct the recount of the ballots voted in those precincts stated in the application for recount, and the board shall recount all of the voted ballots for those precincts. The election official may appoint additional qualified voters to assist in the recount. The recount shall be completed within two days.

(e) The election official shall certify results of the election recount.

(f) All expenses of conducting a recount shall be paid by the candidate or voters requesting the recount, provided that in the following circumstances the City and Borough shall pay the expenses:

(1) Where the candidates or proposition received a tie vote;

(2) Where the difference between the number of votes cast for each of the candidates or for and against the proposition was ten or less or was less than one-half of one percent of the total number of votes cast for the candidates involved or the proposition;

(3) Where the results of the election are changed by the recount; or

(4) Where the vote is determined to be four percent or more in excess of the vote certified by the election official in the election review for the candidate who requested the recount or for or against the proposition as stated in the recount application.

29.07.310 Oath of office.

All officers elected before entering upon the duties of office shall take and subscribe to the following oath and affirmation:

I ___________, do solemnly swear (or affirm) that I will support the Constitution of the United States and State of Alaska and the laws of the City and Borough of Juneau, and the State of Alaska, and that I will faithfully, honestly and promptly perform the duties of the office of ___________.

29.07.320 Contest of election.

(a) Any candidate or any ten qualified voters may contest the election of any person and the approval or rejection of any question or proposition by filing a notice of election contest with the election official before or during the review of the election returns.

(b) The notice of election contest shall state the following grounds of the contest in detail and shall be signed under oath by the candidate or each of the voters filing it:

(1) Malconduct, fraud, or corruption on the part of an election official, sufficient to change the result of the election;

(2) The person certified as elected or nominated is not qualified as required by law;

(3) Any corrupt practice as defined by law, sufficient to change the results of the election.

(c) Upon receiving a notice of contest, the election official, with the assistance of the City and Borough Attorney, shall conduct an investigation, may conduct a public hearing, and shall issue written findings. Those contesting the election, those whose election is contested and the public shall be allowed to attend any public hearings on the contest of the election.

(d) If the contestant charges a candidate obtained votes, or a proposition was voted for or against, by reason of an act or practice prohibited by ordinance or AS 15.56, election offenses, corrupt practices, and penalties, and the charges are proven to and sustained by the election official, the election official shall, to the extent of such proof, purge the illegally induced votes from the returns and certify the amended returns.

29.07.330 Judicial review.

A person may not appeal or seek judicial review of an election for any cause unless the person is a qualified voter, has exhausted all administrative remedies, and has commenced, within ten days after the election official has certified the election results, an action in the superior court. If court action is not commenced within the ten-day period, the election and election results are conclusive and valid.

29.07.340 Expenses.

The City and Borough shall pay all necessary election expenses, including those of securing places for polls or vote centers and providing ballot boxes, ballots, voting booths, screens, voting equipment, computer services, national and state flags and other supplies, and any compensation due to election workers. Compensation for the election workers shall be set by the election official.

29.07.350 Destruction of ballots and election materials.

Upon the expiration of the later of 90 days from the date of the election or 90 days from the determination of a contest of the election, the City and Borough Election Official may destroy the ballots, stubs and other election records.

~~29.07.350 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:~~

~~*Ballot* means any document provided by the municipal clerk on which votes may be cast for candidates or propositions. As used in this title, the term "ballot" shall mean the official ballot, except where the context clearly indicates it means the sample ballot or both types of ballots.~~

~~*Ballot drop box* or *drop box* means a device placed or designated by the municipal clerk for the purpose of receiving voted ballot envelopes.~~

~~*Clerk* and *municipal clerk* means the clerk of the municipality or an authorized designee.~~

~~*Election policies* means instructions for conducting elections issued by the election official in writing at least ten days before an election.~~

~~*Mark* means a voter's indication of choice on a ballot in a manner appropriate to the voting system used for the election.~~

~~*Personal identifiers* as used in this chapter, shall include the following: voter registration identification number, the last four digits of the voter's Social Security number, the voter's date of birth, or the voter's Alaska driver's license number.~~

~~*Poll-based elections* means those elections conducted primarily using precinct polling places or vote centers for in-person voting on election day.~~

~~*Vote center* means any location designated by the election official for the purpose of providing voter assistance that is not solely for casting votes for a specific precinct.~~

~~*Voting system* means the mechanical, optical, electronic, or other physical system used for marking, counting, and processing ballots and other election materials.~~

29.07.360 ~~Elections by mail.~~ Reserved.

~~(a) At the direction of the assembly by motion, the election official may conduct an election by mail.~~

~~(b) The notice of election shall state that the election is to be conducted by mail and that in-person voting will take place at vote centers but not at precinct polling places open for regular in-person voting on election day. For each election conducted by mail, the notice of election published pursuant to CBJ 29.07.010(d) shall include:~~

~~(1) The date and type of the election, regular or special;~~

~~(2) An explanation that the election will be conducted by mail and that in-person voting will take place at vote centers but not at precinct polling places open for regular in-person voting on election day;~~

~~(3) Qualifications of voters;~~

~~(4) The offices to be filled, the propositions submitted to the electors, and the full text of any proposed charter amendment;~~

~~(5) The date by which ballots will be mailed to voters;~~

~~(6) Instructions to voters who will not be at their current mailing addresses when the ballots are to be mailed or who do not receive their ballot through the mail;~~

~~(7) A listing of vote center locations and hours; and~~

~~(8) An explanation of by-mail voting deadlines.~~

~~(c) When the election official conducts an election by mail, the election official shall mail a ballot to each person whose name appears on the voter registration list prepared under AS~~

~~15.07.125 for that election. The ballot shall be sent to the address stated on the official registration list unless the voter has notified the election official in writing of a different address to which the ballot should be sent. The election official is not required to mail a ballot to any voter who does not have a valid residence address, or is in the condition of purge notice (PN), undeliverable (UN), or list maintenance undeliverable (LU), as described in AS 15.07.130. Any qualified voter not mailed a ballot will not later be refused a ballot when requested, but may be required to vote a questioned ballot. The election official shall send ballots by first class, non-forwardable mail, on or before the 21st day before the election.~~

~~(d) The election official shall enclose a privacy envelope and a return envelope to each voter eligible under subsection (c) above. The return envelope shall have printed upon it a certification by which the voter shall declare the voter's qualifications to vote, that the voter has not voted in any other manner in this election, and a space for the voter to include at least one personal identifier. The return envelope shall include a place for recording the date the envelope was sealed and shall conceal the voter's signature and personal identifier once the voter has signed and sealed the envelope. Specific instructions for voting a by-mail ballot and a list of the vote center(s) and hours shall be included with the ballot.~~

~~(e) In a by-mail election, regardless of whether or not a voter has received a ballot by mail, a voter may cast a ballot:~~

~~(1) By mail as provided in the instructions from the election official;~~

~~(2) In person at the election official's office or at a vote center; or~~

~~(3) Under the following absentee voting procedures:~~

~~(A) At any election, a qualified voter may vote a ballot from a temporary address for any reason.~~

~~(B) The election official may designate a person as a permanent absentee voter if the person is a qualified voter, and if the voter is registered with the State of Alaska Division of Elections as a permanent absentee voter within the City and Borough.~~

~~(C) A person designated as a permanent absentee voter under subsection (b) of this section will be sent a ballot by mail at the permanent mailing address stated on the voter's current registration record unless the voter submits an application for a ballot to be mailed to a temporary address or submits an application for an electronic transmission ballot.~~

~~(D) A qualified voter may submit the application and vote from a temporary address. However, nothing in this section limits the voter's eligibility to vote in person at a polling place or vote center, in person before an election official, or absentee through a personal representative.~~

~~(E) The election official shall provide ballots for use as absentee ballots at least 15 days prior to the election. The election official shall issue rules and instructions to absentee voters to aid them in casting their ballots. The election official shall prescribe the form of and prepare the voter's certificate, envelopes, and other materials used in absentee voting. The election official shall enclose a privacy envelope and a return envelope to each absentee voter. The return envelope shall have printed upon it a certification by which the voter shall place the voter's~~

~~signature declaring that the voter is a qualified voter, that the voter has not voted in any other manner in this election, and a space for the voter to include at least one personal identifier. The return envelope shall include a place for recording the date the envelope was sealed and be manufactured in such a way that the voter's signature and personal identifiers are concealed once the voter has signed and sealed the envelope.~~

~~(F) The application for an absentee ballot shall show the qualified voter's place of residence, clearly indicate the qualified voter's right to an absentee ballot, and be signed by the qualified voter.~~

~~(i) Absentee application for voting from a temporary address. Beginning on January 1 of each election year, a qualified voter may in person, by mail, by facsimile machine, or by electronic transmission, file a written application for an absentee ballot at a temporary address with the election official. A complete application for a ballot to be mailed to a temporary address must be received in the office of the election official not less than seven days before election day.~~

~~(ii) Absentee application for voting by fax or electronic transmission. A qualified voter who has submitted an application to receive an absentee ballot by fax or electronic transmission will be issued an electronic ballot package beginning the day the ballots are available from the election official and through the close of the polls on election day. The voter must submit a written and complete application for a fax or electronic transmission ballot to the election official's~~

~~office no later than 5:00 p.m. the day before election day in order for the absentee ballot to be counted. An absentee ballot that is completed and returned by the voter by fax or electronic transmission must contain the following statement: "I understand that by using fax or electronic transmission to return my marked ballot, I am voluntarily waiving a portion of my right to a secret ballot to the extent necessary to process my ballot, but expect that my vote will be held as confidential as possible."~~

~~(iii) Absentee voting by personal representative. A qualified voter who is unable to go to the polling place or vote center on election day due to age, illness or disability, may appoint a personal representative to obtain a ballot for the voter on or after the 15th day before an election, up to and including election day.~~

~~(f) In a by-mail election, ballots must be received by the election official, placed in a ballot drop box, or received at a vote center all by 8:00 p.m. on election day, or be postmarked by the post office on or before election day. Any ballots cast by a voter present in line awaiting the opportunity to vote at a vote center or to drop a ballot into one of the secure ballot drop boxes at 8:00 p.m. on election day will be considered as having been voted in a timely manner.~~

~~(g) The election official shall review and count ballots voted under this section under election policies established for the review and counting of by-mail and absentee ballots.~~

29.07.370 ~~Alteration of election procedures for elections by mail.~~ Reserved.

~~Procedures for the conduct of by-mail elections shall be as provided for regular and/or special elections as appropriate, or in election policies issued pursuant to CBJ 29.07.350, except as follows:~~

~~(a) *Election officials.* In addition to the requirements of CBJ 29.07.020, the following provisions apply to by-mail elections:~~

~~(1) The election official may contract, without obtaining competitive bids, any portions of the election process with the State of Alaska Division of Elections or other governmental entity or agency to ensure the timely and secure conduct of a particular election called for by the assembly under this section.~~

~~(2) For the purposes of by-mail elections, each election worker must be a qualified voter of Alaska.~~

~~(b) *Candidates; nomination; write in.* The following time requirements of CBJ 29.07.050 are modified when conducting a by-mail election:~~

~~(1) Nominating petitions must be completed and filed with the election official, accompanied by any required state financial disclosure forms, not earlier than 81 days, nor later than 4:30 p.m. of the 71st day, before the election.~~

~~(2) Any candidate nominated may withdraw his or her nomination not later than 4:30 p.m. of the 67th day before the election.~~

~~(3) A write-in candidate filing a letter of intent with the election official shall do so not earlier than 67 days, nor later than 4:30 p.m. of the seventh day, before the election.~~

~~(c) *Official candidate statement*. The following time requirements of CBJ 29.07.055 are modified when conducting a by-mail election:~~

~~(1) Online publication on the municipal website of candidate statements will take place at least 30 days prior to the election and will not include write-in candidates.~~

~~(2) A candidate providing an official candidate statement under CBJ 29.07.055(b) must provide all information to the election official no later than 46 days prior to the election.~~

~~(d) *Boards*. In addition to the requirements of CBJ 29.07.210, the election official shall appoint workers to serve as a ballot review board when conducting a by-mail election.~~

~~(e) *Ballot review procedure*. The ballot review board shall examine each ballot envelope and shall determine whether the voter is a qualified voter as required under CBJ Charter Section 6.3 and whether the ballot has been properly cast under election policies established for the review, tabulation, and counting of by-mail ballots. The ballot review board may begin reviewing and processing by-mail ballots prior to election day as part of the election review process to prepare them for counting. The counting or tabulation of ballots that would generate any election results will not begin until after 8:00 p.m. on election day. The following standards shall guide the election policies:~~

~~(1) A by-mail ballot shall not be counted if:~~

~~(A) The voter failed to properly execute the certification on the envelope with a valid signature and personal identifier or the voter's signature and personal identifier~~

~~cannot be validated in accordance with the process set out in subsection (3) below; or~~

~~(B) Reserved.~~

~~(C) The ballot return envelope, if mailed, is received after election day, has no postmark, and USPS cannot verify the ballot return envelope was mailed on or before election day; or~~

~~(D) The ballot return envelope is not received before the beginning of the canvass review board review process; or~~

~~(E) The voter has already voted in the election.~~

~~(2) A by-mail ballot shall be counted if:~~

~~(A) The voter properly executed the certification on the envelope with a valid signature and personal identifier as verified in accordance with the process set out in subsection (3) below; and~~

~~(B) Reserved.~~

~~(C) The ballot return envelope was received at a voter center or deposited in a ballot drop box no later than 8:00 p.m. on election day; or~~

~~(D) The ballot return envelope, if mailed, was postmarked or the USPS can verify that the ballot return envelope was mailed on or before election day; and~~

~~(E) The ballot return envelope was received before the beginning of the canvass review board review process.~~

~~(3) Signature verification process:~~

~~(A) The voter's signature and personal identifier on the ballot certification must be compared with the signature(s) and personal identifiers in the voter's voter registration file(s) using the standards established in the election policies developed under CBJ 29.07.350.~~

~~(B) The election official may designate, in writing, election workers to perform this function. All personnel assigned to the duty of signature verification shall subscribe to an oath administered by the election official regarding the discharge of their duties. Personnel shall be trained in the signature verification process prior to actually comparing any signatures.~~

~~(C) Missing or invalid signature or personal identifier. If a voter's signature or personal identifier is missing or determined to be invalid, the election official shall, within three days of initial processing of the envelope, send a letter to the voter explaining the lack of a valid signature and/or personal identifier.~~

~~(i) The letter shall be sent to the address to which the ballot was mailed.~~

~~(ii) The voter may:~~

~~(a) Fill out the form included with the letter and return the form to the address specified on the form; or~~

~~(b) Come to the location identified in the letter and present valid identification to an election official and sign a form provided by the election official authenticating the envelope.~~

~~(iii) If the authentication is still determined to be invalid, the voter shall be notified in writing that their ballot is rejected.~~

~~(4) The ballot review board may begin reviewing and processing by-mail ballots prior to election day as part of the election review process to prepare them for counting. The tabulation of ballots will not begin until after 8:00 p.m. on election day.~~

~~(f) Multiple and replacement ballots. In accordance with CBJ 29.07.120(f) and the election policies developed under CBJ 29.07.350, if the voter is issued a replacement ballot, the first valid ballot received and reviewed at the ballot processing center is counted. Subsequently received ballots from the same voter are not counted. Subsequent ballot envelopes received from a voter who has already voted shall be marked "rejected," segregated from approved ballot envelopes, remain unopened, and forwarded to the canvass review board for final adjudication. The voter shall be notified by letter mailed to their mailing address and, if applicable, temporary mailing address.~~

29.07.380 Observers.

(a) All observers must be registered with the election official, in accordance with election policies, in advance of showing up to observe at a polling place, vote center, and/or ballot processing center.

(b) An observer must be designated by a candidate on the ballot in the election, or by an organization or organized group that sponsors or opposes an initiative, referendum, or recall measure on the ballot in the election. A candidate may be an observer. A candidate or an organization may have no more than one observer at each vote center<u>,</u> ~~or polling location,~~<u> ballot</u>

drop box location, United States Postal Service (USPS) sites, polling location, in a poll-based election, or ballot processing center.

(c) A write-in candidate may register observers if, at the time of registering observers, the write-in candidate has met the requirements in subsection 29.07.050(f).

(d) Due to limited space at the ballot processing center, one registered observer for each candidate or group will be allowed at the ballot processing center unless the number of registered observers exceeds capacity at the ballot processing center and the election official provides reasonable alternative means of observation. The election official may permit additional observers on a space available basis provided each candidate and group is allocated an opportunity for an equal share of the total number of observers permitted. Candidates and groups may share an observer.

(e) Observer registration. Each candidate or organization shall register by submitting the following forms to the election official and in accordance with election policies as follows:

(1) An observer registration form; and

(2) A signed confidentiality agreement; and

(3) A training and tour agreement; and

(4) A certificate of training.

Once the above forms are submitted, the election official shall provide credentials available for pick-up within 72 hours, in the form of an observer identification badge stating the observer's name, who they represent, and the date. The badge must be signed by the candidate, campaign manager, or the chairperson of the group before the observer may begin to observe at an election location.

29.07.390 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:

Ballot means any document provided by the municipal clerk on which votes may be cast for candidates or propositions. As used in this title, the term "ballot" shall mean the official ballot, except where the context clearly indicates it means the sample ballot or both types of ballots.

Ballot drop box or *drop box* means a device placed or designated by the municipal clerk for the purpose of receiving voted ballot envelopes.

Ballot processing center is the election central location designated by the election official where all election materials are secured, reviewed, and processed.

Clerk and *municipal clerk* means the clerk of the municipality or an authorized designee.

Election policies means instructions for conducting elections issued by the election official in writing at least ~~ten~~ 20 days before an election.

Mark means a voter's indication of choice on a ballot in a manner appropriate to the voting system used for the election.

Personal identifiers as used in this chapter, shall include the following: voter registration identification number, the last four digits of the voter's Social Security number, the voter's date of birth, or the voter's Alaska driver's license number.

Poll-based elections means those elections conducted primarily using precinct polling places or vote centers for in-person voting on election day.

Polling place, or precinct polling place means a location within each precinct where individuals may go to vote in person on election day for poll-based elections.

Vote center means any location designated by the election official for the purpose of providing voter assistance that is not solely for casting votes for a specific precinct.

Voting system means the mechanical, optical, electronic, or other physical system used for marking, counting, and processing ballots and other election materials.

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

Adopted this ________ day of ________________________, 2023.

____
Beth A. Weldon, Mayor

Attest:

____
Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Presented: 05/08/2023
Drafted by: S. Layne

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2023-26

An Ordinance Creating a Short-Term Residential Rental Registration Program and Providing for a Penalty.

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 69 Revenue and Taxation is amended by adding a new Chapter 40, to read:

Chapter 69.40 – SHORT-TERM RESIDENTIAL RENTAL REGISTRATION PROGRAM

69.40.005 Short-Term Residential Rental Registration Program Intent.

The purpose and intent of this chapter is to require registration of short-term residential rentals within the City and Borough of Juneau. An operator offering or using a property as a short-term residential rental shall annually register such property in the short-term residential rental registry maintained by the CBJ Sale Tax Office**.**

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.

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 for monetary or other consideration, whether acting directly or through an agent or employee.

Person means an individual natural person.

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

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.

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.

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 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) A copy of their State business license.

(2) Name, address, phone number, and email address for the operator or operator's designee.

(3) Contact information for an emergency point of contact for the operator or operator's designee who is responsible for responding to complaints or emergencies in a timely manner, in person, if required by public safety personnel, or over the phone or by email at any time of day.

(4) A general description of the short-term residential rental unit, to include: address, property type, number of bedrooms, capacity, and amenities provided.

(f) If there is a change in the information submitted pursuant to subsection (e) of this section, a new registration must be completed within ten business days.

69.40.030 Penalty.

(a) Renting, or offering for rent, a short-term residential rental without complying with the registration requirement in 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 $25 per violation. A separate violation shall be deemed committed each day during or on which a property is offered or used as a short-term residential rental without registration. Such operator may not offer or use, or continue to offer or use such property for a short-term residential rental, unless and until the penalty is paid and the property is properly registered.

69.40.040 Exemptions.

(a) The registration required under this chapter shall not be required of:

Hotel's required to keep a register under Title 20.10 and taxed pursuant to Title 69.07.

Section 3. Amendment of Section. CBJC 03.30.070 Violations; civil fines, is amended to read:

03.30.070 Violations; civil fines.

(a) Notwithstanding any provision of the CBJ Code to the contrary, the offenses listed in the table below shall be considered violations subject to a civil fine not to exceed that set forth in the table below; payment of the listed civil fine shall be accepted in satisfaction of the violation; and the violation shall be subject to the procedure set forth in CBJ 03.30.075—03.30.085:

CBJ	Type of Violation	Civil Fine
…	…	…
69.40	**SHORT-TERM RESIDENTIAL RENTAL REGISTRATION PROGRAM**	
69.40.020	Registration required	$25.00
…		

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

Adopted this ________ day of ________________________, 2023.

____
Beth A. Weldon, Mayor

Attest:

____
Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Presented: 02/27/2023
Drafted by: Manager

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2022-06(b)(AK)(c)

An Ordinance Appropriating $1,200,000 to the Manager for a Loan for the Ridgeview Subdivision Project; Funding Provided by the Affordable Housing Fund.

WHEREAS, during the 2022 Juneau Affordable Housing Fund solicitation, the City and Borough of Juneau received a proposal from a private development group for a construction loan of $1,200,000 for 24 apartment units in a multifamily building configuration in the midtown area of Juneau near Juneau International Airport; and

WHEREAS, the scoring team (including a banker and a developer) supported a loan to the private development group with the condition that the loan was collateralized; and

WHEREAS, the developers, Rooftop Properties, LLC, and Glacier Heights, LLC, have proposed that the City and Borough accept real property as collateral for the loan, which property is all or a portion of the land with a street address of 7400 Glacier Highway, a legal description of USS 1568 TRB1, with a total size of 19.71 acres that is zoned D18; and

WHEREAS, prior to executing a loan agreement with CBJ, Rooftop Properties, LLC, and Glacier Heights, LLC, will have secured an appraisal of the Ridgeview Subdivision Project which indicates that project is financially feasible given the housing market situation in Juneau and the Southeast Alaska economy; and

WHEREAS, CBJ, Rooftop Properties, LLC, and Glacier Heights, LLC agree that the maximum debt allowed between the private commercial loan and the CBJ loan will not exceed a loan to value of 75% of the appraised value of the project; and

WHEREAS, CBJ and Rooftop Properties, LLC, and Glacier Heights, LLC agree that since a bank loan will be used for the development project that a loan from CBJ must be secured in a manner that places CBJ's interests after those of the bank, otherwise a bank will not loan on a development project; and

WHEREAS, given the high demand for housing and the potential benefits for the community if the Ridgeview Subdivision Project is fully developed, the following appropriation terms and conditions are in the best interest of the community.

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 $1,200,000 for a loan to the Ridgeview Subdivision Project.

Section 3. Source of Funds.

Juneau Affordable Housing Fund	$1,200,000

Section 4. Loan Purpose and Terms. The Manager is authorized to negotiate a loan contract with Rooftop Properties, LLC, and Glacier Heights, LLC, with the following essential terms, in addition to other reasonable contractual and financing provisions deemed necessary by the Manager to protect the City and Borough:

(a) Intent. Housing, especially workforce housing in the midtown area of Juneau near Juneau International Airport, is in high demand. The purpose of this loan is to provide capital in the form of a construction loan, secured by a deed of trust, to help encourage and facilitate the development of 24 housing units.

(b) Borrower. The Developer and Borrower are Rooftop Properties, LLC, and Glacier Heights, LLC, represented by Garrett Johnson, who is a Manager of both these Limited Liability Companies.

(c) Real Property ("Property"). This appropriation is for 24-unit apartment building on a portion of the following real property:

USS 1568 TRB1.

(d) Loan Amount. A construction loan of $1,200,000 shall be made to Rooftop Properties, LLC, or Glacier Heights, LLC, in a single disbursement.

(e) Payment Term. Rooftop Properties, LLC, or Glacier Heights, LLC, shall pay CBJ monthly once repayment of the loan commences. Monthly payments shall begin the first business day of the first month that occurs 6 months after a final certificate of occupancy is obtained from the CBJ Building Official. The loan payments shall be calculated on a 25-year amortization schedule and the full amount of the loan shall be due after 10 years of payments (120 monthly payments).

(f) Interest Rate and Calculation. The loan authorized by the ordinance will be at zero *per cent* (0%) *per annum* for the first five years of the loan and two per cent (2%) per annum for the remaining five years of the loan. After ten years of payments, the loan shall be repaid in full.

(g) Security. In exchange for the City and Borough providing the loan, Rooftop Properties, LLC, and/or Glacier Heights, LLC, will agree and grant authority to the City and Borough to secure the loan with a deed of trust conveying the real property. Rooftop Properties, LLC, and/or Glacier Heights, LLC, and the City and Borough may renegotiate the terms of the property which provides security for the loan over the life of the loan. Rooftop Properties, LLC, and/or Glacier Heights, LLC further agrees to authorize the City and Borough to secure the loan with liens on any materials purchased with the loaned money; the City and Borough will release the materials liens either upon Rooftop Properties, LLC, and/or Glacier Heights, LLC, completing repayment or upon the permanently installing the materials onto or into the property.

(h) Subrogation. The Manager may subrogate the CBJ's interests to those of the commercial banking lender.

(i) Additional Loan Terms. The Manager may add additional terms consistent with the intent of this ordinance.

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

Adopted this ________ day of ________________________ 2023.

____

Beth A. Weldon, Mayor

Attest:

____

Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: May 8, 2023
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

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

An Ordinance Appropriating $30,000 to the Manager for the Deferred Maintenance Capital Improvement Project; Funding Provided by School District Operating 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 $30,000 for the Deferred Maintenance Capital Improvement Project (P44-090).

Section 3. Source of Funds

School District Operating Funds $30,000

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

Adopted this ________ day of ____________, 2023.

____
Beth A. Weldon, Mayor

Attest:

____
Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: May 8, 2023
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

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

An Ordinance Appropriating up to $300,000 to the Manager for Community Development Permitting and Land Management Software; 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 $300,000 for Community Development Permitting and Land Management Software.

Section 3. Source of Funds

General Funds $300,000

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

Adopted this ________ day of ____________, 2023.

____
Beth A. Weldon, Mayor

Attest:

____
Elizabeth J. McEwen, Municipal Clerk

Bartlett Regional Hospital

3260 Hospital Drive, Juneau, Alaska 99801 907.796.8900 www.bartletthospital.org

\- M E M O R A N D U M -

DATE: April 25, 2023

TO: BRH Board of Directors

FROM: Nathan Overson, Executive Director of Compliance

SUBJECT: **BRH Board Bylaw Revision**

The redline section is the suggested addition to the current bylaw and is very similar to the Municipal Code Title 40 language. A slight clarification was also added to distinguish facilities as "licensed health" facilities. The amendment is based on ensuring consistency between BRH Bylaws and CBJ Title 40.05.020 and ensuring that the Bartlett Board of Directors can be responsible for more than one licensed health facility under one governance structure, such as a Home Health Agency, Hospice Facility, Skilled Nursing Facility, Crisis Stabilization Center, and a Crisis Residential Center.

BOD Bylaw

0122 GENERAL POWERS

Subject to state laws and other City and Borough 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, owned or leased by the City and Borough according to the best interests of the public's health, 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 thereto 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.

Title 40

40.05.020 – General powers.

(a) Subject to state laws and City and Borough ordinances, the hospital board of directors shall be responsible for the operation of all hospitals and associated facilities, located inside and outside the City and Borough of Juneau, owned or leased by the City and Borough according to the best interests of the public's health, shall make and enforce all rules and regulations necessary for the administration of hospitals under their management, shall prescribe the terms under which patients shall be admitted thereto and shall establish and enforce standards of operation. The hospital board of directors shall, within the hospital appropriation, establish and may amend the pay plan for hospital employees.

Presented by: The Manager
Presented: 05/08/2023
Drafted by: S. Layne

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 3025

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

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

WHEREAS, CBJ 40.05.030 provides that the Bartlett Regional Hospital 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 Bartlett Regional Hospital Board of Directors, may reject such bylaws, or may modify the bylaws; and

WHEREAS, at its regular meeting on April 25, 2023, the Bartlett Regional Hospital Board of Directors approved certain amendments to the bylaws consistent with CBJ ordinances and forwarded the same to the Assembly; and

WHEREAS, the Bartlett Regional Hospital Board of Directors recommends that the Assembly approve the amended bylaws attached to this resolution.

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

Section 1. The Assembly hereby approves the Bartlett Regional Hospital Board of Directors Bylaws, dated April 25, 2023, attached as Exhibit A.

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

Adopted this _______ day of _______________________ 2023.

____
Beth A. Weldon, Mayor

Attest:

____
Elizabeth J. McEwen, Municipal Clerk

Bartlett Regional Hospital

BOARD OF DIRECTORS

B Y L A W S

VOTING MAJORITIES

BYLAWS	**Recommendation to Adopt, Amend or Repeal (0131 - Page 3)**	**Prevailing vote of at least six members.**
REMOVAL OF BOARD MEMBER RECOMMENDATION	**(0144 - Page 4)**	**Prevailing vote of at least six members.**
QUORUM - BOARD MEETING	**(0162 – Page 10)**	**Five members of the board shall constitute a quorum.**
VOTING	**(0172 – Page 12)**	**Prevailing vote of at least five members.**
APPOINTMENT OF ADMINISTRATOR	**(0211 - Page 16)**	**Prevailing vote of [at least six members] of the [entire] Board.**

BOARD OF DIRECTORS BYLAWS

TABLE OF CONTENTS

BOARD OF DIRECTORS BYLAWS TABLE OF CONTENTS (CONTINUED)

0111 NAME

The governing body of the Bartlett Regional Hospital shall be known as the Board of Directors.

0112 PURPOSE

1. To provide for the management of facilities, personnel and services designed to diagnose and treat patients. Quality patient care shall be provided to all persons without discrimination on the basis of race, color, religion, national origin, age, sex, sexual orientation, sexual stereotyping, gender identity, disability, pregnancy, parenthood, marital status, or change in marital status.

2. To provide appropriate facilities and services to best serve the needs of patients; to improve the standards of health care; to encourage education and training of hospital employees and staff appointees; and to maintain the quality of patient care that is achievable with resources available.

3. To carry on education activities for the promotion of health in the community.

4. To manage, operate or participate insofar as hospital policy, circumstances and available funds may warrant, any activity designed and carried on to promote general health in the community.

POWERS – 0120

0121 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)

0122 GENERAL POWERS

Subject to state laws and other City and Borough 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, owned or leased by the City and Borough according to the best interests of the public's health, 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 thereto 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.

0123 CONTRACTING AUTHORITY

The Board is responsible for approving all contracts for supplies, services, or professional services, or amendments thereto, relating to the Board's power and authority as established by CBJ 40.05.020. No contract may be approved unless the contract complies with the CBJ Charter and CBJ Municipal Code. Unless otherwise provided by law, the Board may delegate to the CEO authority to negotiate and/or execute all contracts, or may establish parameters by contract type and/or dollar amount, for the exercise of such authority with or without approval of the Board.

0131 LEGISLATIVE

1. The Board of Directors shall recommend bylaws and provide policies and procedures for the administration and governance of the hospitals, which bylaws shall become effective upon approval of the City and Borough Assembly by resolution. The Assembly may accept the bylaws recommended by the Board, may reject such bylaws or may modify them. 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 BRH Board shall be maintained and established as the Board Manual.

2. At least annually, the Governance Committee shall review the bylaws as expeditiously as is reasonable under the circumstances.

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 CBJ Assembly for approval by resolution.

0132 EVALUATION

The Board of Directors shall annually evaluate its performance against the strategic plan and against the goals and objectives established by the Board.

0141 NUMBER AND APPOINTMENTS

The Board of Directors shall consist of nine members appointed by the Assembly for staggered three-year terms. Board members shall serve at the pleasure of the Assembly. Up to two members of the hospital Board of Directors may be physicians in the community appointed from a list of those names submitted by the hospital medical staff. Terms shall commence on January first.
(CBJ 40.05.010)

0142 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 availability to participate actively in board and committee activities; to provide effective governance and to utilize experience in organizational and community activities.

0143 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.

0144 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.

0145 COMPENSATION

1. Board members shall not be compensated for services rendered in their capacities as board or board committee members. However, nothing herein contained shall be construed to preclude any board member or committee member from receiving reimbursement for expenses incurred in serving the hospital as a board member.

2. Before any reimbursement for expenses is made, receipts of such expenses must be submitted to the Administrator.

3. The Board of Directors may maintain membership in any local, state or national group or association organized and operated for the promotion of the public health and welfare or the advancement of the efficiency of hospital administration and, in connection therewith, the hospital will pay dues and fees thereto.
(CBJ 40.05.070)

(CONTINUED)

0146 TRAINING

The Board shall provide training to board members on the duties and functions of the Board, the general operations of the hospital, and the history of the hospital and its relationship with the community.

1. Each new board member will be given, not later than their first regular meeting as a board member and for their use and possession for the duration of their term, a copy of CBJ Title 40 Hospitals, the Board Bylaws, the Board Manual and any other documents as deemed appropriate.

2. The Board shall provide ongoing education on board governance, compliance responsibilities, and the health care industry.

0151 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)

0152 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 their 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 time specified.

4. The President shall preside at all meetings of the Board, and shall be an ex- officio voting member of all committees. The President shall be the Chairperson of the Executive Committee.

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.

0153 COMMITTEES

1. The President shall establish the following standing committees: An Executive Committee, a Finance Committee, a Governance Committee, Compliance and Audit Committee, a Planning Committee, a Quality Committee and a Joint Conference Committee. The Board shall assign such duties and responsibilities to the committees or appoint such other committees as it deems necessary.

2. The President shall appoint the Chair and members of all committees.

3. With the exception of the Executive Committee, 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, but shall not take 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.

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 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 and/or board committee, except the Executive Committee, to combined or new committees, or to the Board acting as a Committee of the Whole.

8. The Administrator shall, unless otherwise expressly provided, be anon- voting ex-officio member of all Board committees.

154 COMMITTEE FUNCTIONS

1. **Executive Committee**

The Executive Committee shall consist of the President, Vice President, Secretary, and the Immediate Past President. The President shall be Chair of the Executive Committee and in their absence the Vice President shall be Chair. The Immediate Past President shall serve as an ex-officio voting member on the Executive Committee following their last term as President. The Executive Committee shall be empowered to transact all regular business of the hospital during the interim between meetings of the Board, provided that any action it may take shall not conflict with the policies of the Board. Any action taken by the Executive Committee shall be reported at the next regular meeting of the Board and may be rescinded by Board action at the meeting.

2. **Finance Committee**

The Finance Committee shall consist of a chair and two members appointed by the President. The duties and responsibilities of the Finance Committee are to review and make recommendations to the Board concerning all matters affecting the financial condition of the hospital, including but not limited to, the annual budget and capital budget matters referred to the committee by the President.

A. The Finance Committee will review the annual budget prepared, and submitted to the Board, by the hospital administrator.

B. The Finance Committee will 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. The year-end audited financial reports by an outside auditing firm shall be reviewed by the Finance Committee and the committee shall report conclusions to the Board at the next board meeting.

3. **Governance Committee**

The Governance Committee shall consist of a chair and two 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. The Committee will review Board bylaws and forward its recommended revisions, if any, to the Board on at least an annual basis and will periodically review and make recommendations to the Board, as needed, for revisions to the Board manual.

B. The Committee will monitor current standards, regulations and general expert commentary on corporate governance practices and procedures and will review and make recommendations to the Board on all matters of governance, including governance practices and procedures.

C. The Committee will review and make recommendations to the Board for Board member training and education, and will establish criteria for, and guide the Board in, an annual self-evaluation of Board performance.

4. **Compliance and Audit Committee**

The Compliance and Audit Committee shall consist of a chair and two members appointed by the President. The duties and responsibilities of the Compliance and Audit Committee shall be to assist and make recommendations to the Board in its oversight of the Hospital's Compliance Program.

A. The Committee will oversee and ensure the Hospital's development and implementation of Compliance Program guidelines and procedures, and the Hospital's compliance education and training. The Committee will oversee and ensure the Hospital's maintenance of internal controls, systems, processes, resources and channels of communication for identifying, reporting and investigating compliance violations or concerns, and implementing corrective action.

B. The Committee will oversee and review periodic reports regarding compliance activities and investigations and ensure the conduct of regular internal and/or external audits and surveys to verify adherence to the Hospital's compliance guidelines and procedures.]

5. **Planning Committee**

The Planning Committee shall consist of a Chair and two 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. The Committee may assist in the preparation and modification of long- range and short-range plans to ensure that the total hospital program is attuned to meeting the health care needs of the community served by the hospital. Any plan should coordinate the hospital services with those of other health care facilities and related community resources.

B. The Board shall provide for institutional planning by including the Administration, the Medical Staff, the Nursing Department, other department/services, and appropriate advisors in the planning process with participation at the Planning Committee meetings.

C. Maintenance and building issues will be referred to the Planning Committee.

6. Quality Committee

The Quality Committee shall consist of a Chair and two members appointed by the President.

A. The Quality Committee shall provide information to the Board concerning the hospital quality assurance program and the mechanisms for monitoring and evaluating quality, identifying and resolving problems, and identifying opportunities to improve patient care.

B. One member of the Quality Committee shall be appointed annually by the Board to serve as Board liaison to the staff Quality Improvement Committee (QIC).

C. The Board shall meet its quality assurance goals by involving the Administration, the Medical Staff, the Nursing Department, and appropriate advisors regarding quality assurance through participation on the Quality Committee.

7. Joint Conference Committee

The Joint Conference Committee shall consist of the Executive Committee of the Board, the Executive Committee of the Medical Staff and representatives from 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 communications between the Medical Staff and the Board of Directors.

8. 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.

0155 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.

0161 PARLIAMENTARY AUTHORITY

Meetings shall be conducted under Robert's Rules of Order, using the edition currently adopted by the City and Borough of Juneau, and such amendments of these rules as may be adopted by the Board

0162 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))

0163 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.

0164 CALL OF MEETINGS

1. Regular meetings shall be held **[in accordance with]** CBJ 40.05.060.

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 CBJ code or Assembly rules, as amended.]**

0165 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 CBJ Code. Notice shall also be made on the BRH 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.

0171 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.

0172 MOTIONS/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 on an issue shall be excused from voting by the President and must abstain from any discussion and/or the vote on the issue. If the President declares a conflict of interest, the President shall excuse themselves.

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.

0173 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 with specificity 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 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 the 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 the person and the opportunity for the person to 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.

0174 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.

0176 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 at all times abide by and conform to the CBJ Conflict of Interest Code (CBJ 01.45) and to the following code of ethics in their capacity as board members:

1. Members of the Board of Directors will conduct the business affairs for the Hospital in good faith and with honesty, integrity and due diligence.

2. Members of the Board of Directors will exercise proper authority and good judgment in their dealings with staff, patients, and the general public and will respond to all in a responsible, respectful, and professional manner.

3. Each member of the Board of Directors will use his or her best efforts to regularly participate in board activities and will perform his or her duties in a responsible manner.

4. Upon termination of service, a retiring board member will promptly return to the Hospital all property entrusted to the Board member for the purpose of fulfilling his or her responsibilities. The Board of Directors must act at all times in the best interests of the Hospital and not for personal or third-party gain or financial enrichment. When encountering potential conflicts of interest, board members will consult and adhere to CBJ 01.45, including, as required, removing themselves from all discussion and voting on the matter. Board members shall avoid placing, or the appearance of placing, their own self-interest or any third-party interest above that of the Hospital which shall include:

   A. Not using board membership or the Hospital's staff, resources or property for personal or third-party gain; not representing that their authority as a board member extends any further than that to which it actually extends;

   B. Not engaging in any outside business, professional or other activities that would materially adversely affect the Hospital;

C. Not soliciting or accepting gifts, gratuities, free trips, honoraria, personal property, or any other item of value from any person or entity as a direct or indirect inducement to provide special treatment to such donor with respect to matters pertaining to the Hospital;

D. Providing goods or services to the Hospital as a paid vendor only after full disclosure to the Board.

0181 OFFICIAL MINUTES

1. The Board shall keep minutes of all of its 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 Administrator in a minute's book 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 matter(s) 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.

EVALUATION – 0240

0211 APPOINTMENT

The Chief Executive Officer of the hospital shall be a hospital administrator appointed by the Board, after consultation with the CBJ City Manager, only upon affirmative vote of a **[at least six members]** of the **[entire]** Board. (CBJ 40.10.010) (40.05.020(d))

0212 VACANCY

Whenever a vacancy occurs, the succession plan as described in the Board Manual will be implemented.

0213 DUTIES AND RESPONSIBILITIES

In addition to the duties and responsibilities set out in CBJ 40.10.020:

1. The Administrator shall have the duties and responsibilities with respect to the Board as described in the Board Manual.

2. The Administrator shall fulfill the duties set forth in the administrator’s job description.

0241 ANNUAL EVALUATION

Annually, or more frequently as the Board deems necessary, the Board shall review the performance of the Administrator. The President of the Board shall inform the Administrator of the results this evaluation. Minutes of the Board meeting shall document the evaluation of the Administrator.

0321 MEDICAL STAFF ORGANIZATION AND BYLAWS

The Board serves as the Governing Body for the hospital. The Medical Staff is responsible to the Board for the clinical and scientific work of the hospital and shall, with approval of the Board, adopt bylaws, rules, regulations and policies for the proper conduct of its work and eligibility for appointment to the hospital 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.

0322 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 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)

0351 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 a decision on Medical Staff matters, including applications for membership, clinical privileges and professional discipline matters.

0352 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 0351 of these bylaws.

0353 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.

0371 BOARD OBLIGATION TO THE MEDICAL STAFF

The Board, through the administrator, shall ensure that the Medical Staff is provided with the administrative assistance necessary to conduct 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 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.

Presented by: The Manager
Presented: 05/08/2023
Drafted by: S. Layne

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 3027

A Resolution in Support of the City and Borough of Juneau's Application for the Charging and Fueling Infrastructure Grant.

WHEREAS, the United States Department of Transportation is soliciting applications for its Charging and Fueling Infrastructure (CFI) discretionary grant program; and

WHEREAS, this competitive grant program was created to strategically deploy publicly accessible electric vehicle charging and alternative fueling infrastructure in places people live and work; and

WHEREAS, the Bipartisan Infrastructure Law provides $2.5 billion over five years for the program with $700 million in the first round of funding to strategically deploy electric vehicle and other fueling infrastructure in urban and rural communities; and

WHEREAS, the program is divided into two categories: 1) Community Charging and Fueling Grants (a program available to communities) and 2) Alternative Fuel Corridor Grants (administered by the State through Alaska Energy Authority in Alaska); and

WHEREAS, the Alternative Fuel Corridor program for Alaska is currently dedicated to developing the corridor between Anchorage and Fairbanks as phase one; and

WHEREAS, subsequent phases of the Alternative Fuel Corridor program will not be developed until rail belt transportation corridors are built out; and

WHEREAS, it is timely and strategic for Southeast Alaska and the City and Borough of Juneau (CBJ) to apply for the Community Charging and Fueling grant program; and

WHEREAS, there is $350 million set aside for Community Charging and Fueling grants nationwide; and

WHEREAS, individual grants range from $500,000 to $15 million; and

WHEREAS, the City and Borough of Juneau is a regional and state leader in vehicle electrification; and

WHEREAS, the City and Borough of Juneau is in a position to take advantage of electric vehicle technology with its clean hydropower source of electricity and limited road miles; and

WHEREAS, the City and Borough of Juneau Assembly has a longstanding commitment to encouraging electric vehicles, most recently installing ten publicly accessible charging stations on publicly available CBJ property; and

WHEREAS, this grant would allow the City and Borough of Juneau to develop a comprehensive plan for electrification in our community that includes:

- Providing charging for garage orphans;
- Providing accessible charging stations in underserved areas;
- Providing charging for larger vehicles as they enter the market and require additional power demands that homes cannot easily provide;
- Providing a strategy for end of life and batteries that does not contribute to our solid waste issues;
- Provide a strategy for electrification of commercial and government fleets; and

WHEREAS, this grant will also provide for the installation of publicly accessible charging stations in neighborhoods across Juneau including Douglas, Downtown, the Valley, and Lemon Creek; and

WHEREAS, this grant is an opportunity to provide comprehensive charging to our community that will greatly expand the ability of our residents to own and operate electric vehicles; and

WHEREAS, the City and Borough of Juneau plans on applying for up to $5 million dollars to plan and implement a comprehensive electric vehicle charging plan.

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

Section 1. The City and Borough of Juneau Assembly supports the application to the United States Department of Transportation Charging and Fueling Infrastructure (CFI) discretionary grant program for an Electric Vehicle Charging Infrastructure Plan and implementation.

Section 2. If successful, the City and Borough of Juneau pledges up to $1 million in local match.

Section 3. Effective Date. This resolution shall be effective immediately after its adoption.

Adopted this _______ day of _______________________ 2023.

____
Beth A. Weldon, Mayor

Attest:

____
Elizabeth J. McEwen, Municipal Clerk

MEMORANDUM

CITY/BOROUGH OF JUNEAU
155 SOUTH SEWARD STREET, JUNEAU ALASKA 99801

DATE: April 21, 2023

TO: Duncan Rorie Watt
City Manager

FROM: Renee Loree *Reneé Loree*
Purchasing Officer

SUBJECT: **Recommendation to Award Bid No. 24-004 Term Contract for Janitorial Services at CBJ Shops: to include, Mendenhall Waste Water Treatment Plant (MWWTP), Mendenhall Waste Water Treatment Plant-Collections (MWWTP-C), Capital Transit Bus Barn (CT) & Consolidated City Shop (CCS).**

Bids were opened on the subject project on April 20, 2023. The following bids were received:

Bidder	Total Bid
Pak's Pro Cleaning Service	$102,000.00
Miguana Residential Home Cleaning Service	$115,007.64
C&C Custodial Services, Inc.	$115,200.00
Northern Lights Janitorial, Inc.	$115,572.00

Buyer: Mary Johns, Buyer
Funding Source: Parks & Rec internal service fund
Commitment: $102,000.00

The Protest period ended April 21, 2023, at 4:30 pm. AK time.

With the concurrence of Daymond Geary, from Parks and Rec Maintenance, the Purchasing Division, recommends award to Pak's Pro Cleaning Service, based on having the lowest responsive and responsible **TOTAL BID** price of $102,000.00.

Approved: ______________________________
Duncan Rorie Watt, City Manager

Date of Assembly Approval: ______________________________

CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY
PURCHASING DIVISION

MEMORANDUM

CITY/BOROUGH OF JUNEAU
155 SOUTH SEWARD STREET, JUNEAU ALASKA 99801

DATE: April 27, 2023

TO: Duncan Rorie Watt
City Manager

FROM: Renee Loree *Renee Loree*
Purchasing Officer

SUBJECT: **Recommendation to Award Bid No. 24-022 Term Contract for Roadway Deicer 'SALT' for City & Borough of Juneau Streets Division**

Bids were opened on the subject project on April 26, 2023. The following bids were received:

Bidder	**Total Bid**
Bering Marine Corporation	$105,516.00
Northern Gravel & Trucking LLC	$112,500.00

Buyer: Mary Johns, Buyer
Funding Source: General Funding
Commitment: $105,506.00

The Protest period ended April 28, 2023, at 4:30 pm, AK time.

With the concurrence of Scott Gray, Superintendent of the CBJ Public Works Department, Streets & Fleet, Divisions, the Purchasing Division recommends award to Bering Marine Corporation based on them having the lowest responsive and responsible **TOTAL BID** price of $105,516.00.

Approved: ______________________________
Duncan Rorie Watt, City Manager

Date of Assembly Approval: ______________________________

CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY
PURCHASING DIVISION

Presented by:	The Manager
Introduced:	May 8, 2023
Drafted by:	Finance

TRANSFER REQUEST FOR THE CITY AND BOROUGH OF JUNEAU, ALASKA

SERIAL NUMBER T-1057

It is hereby ordered by the Assembly of the City and Borough of Juneau, Alaska, that $75,000 be transferred:

From: CIP

R72-136	Areawide Drainage Improvements	($75,000)

To: CIP

R72-128	Pavement Management	$75,000

The $75,000 consists of:

General Sales Tax	$75,000

Moved and Approved this_____________day of ________________, 2023.

____
D. Rorie Watt, City Manager

Attest:

____
Elizabeth J. McEwen, Municipal Clerk

Presented by:	The Manager
Introduced:	May 8, 2023
Drafted by:	Finance

TRANSFER REQUEST FOR THE CITY AND BOROUGH OF JUNEAU, ALASKA

SERIAL NUMBER T-1058

It is hereby ordered by the Assembly of the City and Borough of Juneau, Alaska, that $200,000 be transferred:

From: CIP

B55-086	Deferred Maintenance	($106,805)
B55-081	Study-Secondary Campus Access	($ 88,479)
B55-078	RRC Detox Additions	($ 4,716)

To: CIP

B55-080	Crisis Stabilization	$ 200,000

The $200,000 consists of:

Hospital Funds	$200,000

Moved and Approved this______________day of _________________, 2023.

____
D. Rorie Watt, City Manager

Attest:

____
Elizabeth J. McEwen, Municipal Clerk

THE STATE of ALASKA
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community, and Economic Development

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

April 5, 2023

City and Borough of Juneau
Via Email: beth.mcewen@juneau.org; city.clerk@juneau.org
di.cathcart@juneau.org

Re: Notice of 2023/2024 Liquor License Renewal Application

License Type:	Wholesale – General	**License Number:**	4859
Licensee:	Southern Glazer's Wine and Spirits of Alaska, LLC		
Doing Business As:	Southern Glazer's of AK		

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

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

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

Sincerely,

Joan M. Wilson

Joan Wilson, Director
amco.localgovernmentonly@alaska.gov

THE STATE of ALASKA
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community, and Economic Development

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

March 21, 2023

From: marijuana.licensing@alaska.gov ; amco.localgovernmentonly@alaska.gov

Licensee: Green Elephant, LLC
DBA: Green Elephant, LLC
VIA email: greenelephantalaska@gmail.com
CC: n/a
Local Government: Juneau City and Borough
Via Email: mcb_notice@juneau.org
Local Government:
Via Email:
Community Council: N/A
Via Email: N/A
CC: n/a

Re: Retail Marijuana Store #10844 Combined Renewal Notice

License Number:	#10844
License Type:	Retail Marijuana Store
Licensee:	Green Elephant, LLC
Doing Business As:	Green Elephant, LLC
Physical Address:	101 Mill St. Suite B Juneau, AK 99801
Designated Licensee:	
Phone Number:	907-321-5886
Email Address:	greenelephantalaska@gmail.com

☒ **License Renewal Application** ☐ **Endorsement Renewal Application**

Dear Local Government:

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

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

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

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

If you have any questions, please email amco.localgovernmentonly@alaska.gov.

Sincerely,

Joan M. Wilson

Joan M. Wilson, Director
907-269-0350

Presented by: The Manager
Presented: 04/17/2023
Drafted by: S. Layne

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2023-08

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

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

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

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

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

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

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

WHEREAS, this revenue sharing agreement does not create a property interest conversion for the purposes of the federal Land and Water Conservation Fund because ownership of the gondola project, like the surrounding Eaglecrest Ski Area, remains wholly owned by the City and Borough of Juneau (*see* 54 U.S.C.A. § 200305(f)(3); 36 C.F.R. § 59.3; LWCF Financial Assistance Manual at page 103 (3/11/2021)); and

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

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

WHEREAS, the Assembly adopted Ordinance No. 2022-63 on the 9^{th} of January 2023, which authorized the Manager to execute the Revenue Sharing Agreement depicted in Exhibit A to that ordinance; and

WHEREAS, the specific terms of the Revenue Sharing Agreement adopted by Ordinance No. 2022-63 are no longer appropriate for the Eaglecrest Gondola Project, and need to be replaced with new terms that reflect the factual parameters of the 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. Repeal of Prior Ordinance. Ordinance No. 2022-63 is hereby repealed in its entirety.

Section 3. Authorization to Execute Revised Revenue Sharing Agreement. The Manager is authorized to execute the Revised Revenue Sharing Agreement depicted in Exhibit A to this ordinance. The Manager may make minor typographical and grammatical changes, but any material change to Exhibit A requires Assembly approval prior to such change taking effect.

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

Adopted this ________ day of ________________________, 2023.

____
Beth A. Weldon, Mayor

Attest:

____
Elizabeth J. McEwen, Municipal Clerk

REVENUE SHARING AGREEMENT

PART I: PARTIES

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

PART II: CONTRACT ADMINISTRATION

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

City & Borough of Juneau:
Attn: Dave Scanlan, Manager
Eaglecrest Ski Area
155 South Seward Street
Juneau, AK 99801
Telephone: 907-789-2000
E-mail: dave.scanlan@eaglecrest.com

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

PART III: CONTRACT DESCRIPTION

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

Appendix A: **Project, Contribution & Other Terms**
Exhibit A: Project Location
Exhibit B: Project Description

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

PART IV: CONTRACT EXECUTION

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

[Signatures on following page]

CITY AND BOROUGH OF JUNEAU

By: ________________________________
Duncan Rorie Watt
City and Borough Manager
Date: ______________________________

GOLDBELT, INC.

By: ________________________________
McHugh Pierre
President & CEO
Date: ______________________________

Content Approved by: ______________________________ Dave Scanlan, Eaglecrest Ski Area
Form Approved by: ________________________________ Sherri Layne, CBJ Law Dep't
Risk Management Review: _______________________ Chelsea Swick, CBJ Risk Management

APPENDIX A: PROJECT, CONTRIBUTION & OTHER TERMS

RECITALS

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

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

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

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

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

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

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

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

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

3. **Disbursement of Contribution Funds**. Goldbelt will disburse Contribution funds as follows:

Ten Million Dollars US (US $10,000,000) on or before July 3, 2023.

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After making the disbursement as enumerated and on the date provided above, Goldbelt will have contributed a total of Ten Million Dollars (US $10,000,000) to the Project.

4. **Term**. The term of this Agreement (the "Term") shall commence on the Effective Date and will continue until the earliest to occur of: (a) 11:59 PM AST on the twenty-fifth (25th) annual anniversary of the date that the Project Gondola opens to the public ("Public Opening"); (b) the termination of this Agreement by the City; or (c) the termination of this Agreement by Goldbelt. In the event that Goldbelt has not yet received repayment by the City of its Goldbelt Share during Phase 2 (as defined below in Section 6) in an amount equal to two (2x) times the amount of the Contribution disbursed by Goldbelt to the City under this Agreement ("ROI Amount") by the 25th anniversary of the Public Opening, the Term shall be automatically extended until such date upon which Goldbelt has been repaid an amount equal to the ROI Amount under this Agreement, unless this Agreement has been earlier terminated by either Party. Subject to Section 25, Force Majeure, the City warrants that the Project Gondola will open to the public no later than May 31, 2028. If the Project Gondola does not open by that date, Goldbelt may terminate this Agreement under Section 5(d) below, and, upon such termination, the City shall repay to Goldbelt an amount equal to: (a) the amount of the Contribution provided to the City as of the date of termination, plus (B) an amount equal to seven percent (7%) per annum interest compounded monthly (prorated for any partial year), calculated from the date such Contribution (or each part of the Contribution respectively) was made ("Contribution Recoupment Fee"). Notwithstanding the foregoing, under no circumstance shall the repayment to Goldbelt under this Section 4 be more than one hundred fifty percent (150%) of the amount of the Contribution provided to the City. Upon the payment described in this Section 4 being paid to Goldbelt, the Parties shall have no further obligation to each other.

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

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

(b) *For Convenience by City*. The City, in its sole discretion, may terminate this Agreement at any time, without cause, prior to any portion of the Contribution being received by the City or if the City & Borough of Juneau Assembly terminates deployment or operation of the Project Gondola or fails to appropriate funds necessary to construct or operate the Project (as described in Section 18), by providing at least fifteen (15) days' prior written notice to Goldbelt.

The City shall pay Goldbelt the termination fee as described in Section 5(b)(i) or (ii) (the "Termination Fee"). Upon the payment of the Termination Fee described in Section 5(b)(i) or (ii), the Parties shall have no further obligation to each other. The Termination Fee (and the similar fee described in Section 4) is not a penalty, but rather a reasonable estimate of the damages Goldbelt will suffer if the Project fails to open to the public as scheduled or is terminated early.

(i) In the event this Agreement is terminated by the City pursuant to this Section 5(b) during Phase 1 (as defined below), the City shall, within sixty (60) days of the effective date of such termination, calculate the gross Summer Operations Receipts (as defined below), if any, as of the date of termination, and pay to Goldbelt the Termination Fee in cash, which shall be an amount equal to: (A) the amount of the Contribution provided to the City as of the date of termination, plus (B) an amount equal to seven percent (7%) per annum interest (prorated for any partial year), compounded monthly, calculated from the date such Contribution (or each part of the Contribution respectively) was made, minus (C) the Goldbelt Share as determined under Section 6, earned and paid to Goldbelt as of the date of termination. Notwithstanding the foregoing, under no circumstance shall the sum of subsections (A) and (B) above be more than one hundred fifty percent (150%) of the amount of the Contribution provided to the City. In addition, and notwithstanding the foregoing and subject to any approvals required as described in Section 18(a), upon mutual agreement between the City and Goldbelt, the City may provide annual rental credits to Goldbelt or any of its subsidiaries or affiliates, on a dollar for dollar basis, on properties leased by Goldbelt or any of its subsidiaries or affiliates from the City, in lieu of payment of all or part of the Termination Fee.

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

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

(c) *For Cause by City*.

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

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

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

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

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

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

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

(g) *No Consequential or Indirect Damages*. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY OR ANY THIRD PARTY FOR: CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES; OR LOST PROFITS OR REVENUES ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF: (i) WHETHER SUCH DAMAGES WERE FORESEEABLE, (ii) WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (iii) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Records and Reports*.

(i) On a weekly basis, Goldbelt will provide to the designated representative of the City a summary report of activity generated by Goldbelt related to the Project as described in Section 6(d) above by the Friday of the week following the reporting period.

(ii) On a weekly basis, the City will provide to the designated representative of Goldbelt a summary report of summer activity generated by the Project as described in Section 6(d) above by the Friday of the week following the reporting period.

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

(iv) Upon at least thirty (30) days' prior written notice from a Party (and not more than once per calendar year), each Party shall have the right, and the other Party shall permit, to have an independent certified public accounting firm selected by such Party, and reasonably acceptable to the other Party, to have access during normal business hours and at the audited Party's principal place of business, to such books of account and records of any audited Party as may be reasonably necessary to verify the accuracy of the summer revenues described in this Section 6 for any period of time ending not more than twenty-four (24) months prior to the date of such request. If an audit pursuant to this Section 6(e) establishes that the audited Party underpaid the unaudited Party, then the audited Party shall promptly (and, in any event, no less than fifteen (15) days after the accounting firm has notified both Parties in writing of the nature and amount of any underpayment) remit to the unaudited Party the amount of such underpayment plus interest (at a rate of seven percent (7%). The fees charged by such accounting firm in connection with any audit pursuant to this Section 6(e) shall be paid by the unaudited Party, provided, however, that such an audit establishes an underpayment by the audited Party that is more than five percent (5%) of the total amount of payments (or revenue remitted) by the audited Party to the unaudited Party for the period being audited, then the audited Party shall pay the reasonable and actual fees and expenses charged by such accounting firm in connection with such audit.

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

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

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

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

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

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

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

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

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

(b) *Goldbelt Obligations*. Goldbelt shall:

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

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

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

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

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

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

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

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

8. **Non-Exclusive Relationship**. The City may have other business interests or attractions and may engage in other activities in addition to those relating to the Project attractions. Goldbelt shall not have any right, by virtue of this Agreement, to share or participate in such other investments or activities of the City or to the income or proceeds derived therefrom.

In addition, the City may obtain additional contributions or capital from third parties besides the Contribution in order to build or fund the Project. For avoidance of doubt, the City may own and operate other attractions (including, without limitation, gondolas, mountain coasters, ski huts or ski lifts directly competitive with those funded in whole or in part by the Contribution) whether located at the Project Locations or elsewhere and Goldbelt shall not be entitled to income or proceeds derived therefrom other than from the Project Gondola, or Ski Hut during the summer. Goldbelt and the City share ideas and motivation to build a responsible and prosperous community that will last forever. Because of these shared goals, the City intends to continue working with Goldbelt at Eaglecrest to build a successful and sustainable business operation for visitors and residents to enjoy. Through this relationship, the City will communicate with Goldbelt regarding plans to expand Eaglecrest operations near Goldbelt property on the shoreline of Douglas Island.

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

10. **Indemnification**. Subject to the terms and conditions of this Agreement, Goldbelt shall indemnify, hold harmless, and defend the City and its officers, agents, employees, directors, and volunteers (collectively, the "Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including actual, reasonable attorneys' fees even if in excess of Alaska Civil Rule 82, fees, and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, relating to any claim of a third party or City arising out of or occurring in connection with: (a) Goldbelt's acts or omissions of Goldbelt, including breach of this Agreement; (b) Goldbelt's advertising or representations that warrant performance of the Project or its attractions beyond that provided by the City; (c) any failure by Goldbelt or its personnel to comply with any applicable laws; or (d) allegations that Goldbelt breached its agreement with a third party as a result of or in connection with entering into, performing under, or terminating this Agreement, Subject to a specific appropriation by the Assembly for this purpose, the City agrees to indemnify Goldbelt for any breach of the City of its obligations under this Agreement. All Parties to this Agreement recognize and fully agree that the City has no appropriation currently available to it to indemnify Goldbelt under this provision, and that enactment of an appropriation in the future to fund a payment under this provision remains in the sole discretion of the Assembly, and the Assembly's failure to make such an appropriation creates no further liability or obligation of the City.

11. **Insurance**.

(a) During the Term and for a period of two (2) years after the Term, Goldbelt shall, at its own expense, maintain and carry insurance in full force and effect approved by the City's Risk Management that includes, but is not limited to: (i) commercial general liability with limits no less than One Million Dollars US (US $1,000,000) for each occurrence and Two Million Dollars US

(US \$2,000,000) in the aggregate, which such policy is to contain, or be endorsed to contain, additional insured status for the City, its officers, officials, employees, and volunteers; (ii) automobile insurance with limits no less than One Million Dollars US (US \$1,000,000); (iii) workers' compensation insurance with limits of One Million Dollars (US \$1,000,000.00) per injury and illness, One Million Dollars (US \$1,000,000.00) in the aggregate; and; and (iv) all other types and amounts of insurance required by applicable law and all such insurance as necessary to protect the Indemnified Party from and against any third party claims; all with financially sound and reputable insurers. Upon the City's request, Goldbelt shall provide the City with a certificate of insurance and policy endorsements for all insurance coverage required by this Section 11(a), and shall not do anything to invalidate such insurance. The certificate of insurance shall name the City as an additional insured. Goldbelt shall provide the City with thirty (30) days' advance written notice in the event of a cancellation or material change in Goldbelt's insurance policies. Except where prohibited by law, Goldbelt shall require its insurers to waive all rights of subrogation against the City's insurers, Goldbelt and the other Indemnified Parties.

(b) The City agrees to maintain and carry insurance in full force and effect, subject to appropriate levels of self-insurance, in all types and amounts of insurance required by applicable law and as necessary to protect Goldbelt from and against any third party claims arising out of the City's gross negligence or willful misconduct related to the Project and the City's operation of the Project with financially sound and reputable insurers. Upon Goldbelt's request, the City shall provide Goldbelt with a certificate of insurance and policy endorsements for all insurance coverage required by this Section 11(b), and shall not do anything to invalidate such insurance. The certificate of insurance shall name Goldbelt as an additional insured. The City shall provide Goldbelt with thirty (30) days' advance written notice in the event of a cancellation or material change in the City's insurance policies.

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

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

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

15. **Compliance with Laws & Regulations**. Goldbelt shall, at Goldbelt's sole cost and expense, comply with all applicable requirements of federal, state, and local laws, ordinances,

and regulations now in force, including safety, environmental, immigration, and security enactments, or which may be subsequently enacted. Goldbelt warrants that it has obtained and is in full compliance with all required licenses, permits, and registrations regulating the conduct of business within the State of Alaska and the City, and shall maintain such compliance during the effective Term of this Agreement.

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

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

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

(a) The Parties acknowledge that the City is legally prohibited from encumbering funds that have not been duly appropriated, pursuant to the City's Charter 9.13. Funding for this Agreement beyond fiscal year 2023 is therefore subject to an appropriation of funds by, and at the sole discretion of, the City and Borough of Juneau Assembly. The Parties acknowledge and understand that in the event the Assembly fails to appropriate sufficient funds for the construction or operation of the Project or essential Project attractions, including, without limitation, for cause by either party under Section 5(c) or (d), as applicable, the Agreement will automatically terminate, subject to the Contribution Recoupment Fee described in Section 4 or the Termination Fee described in Section 5(b)(i) or (ii), if applicable, but without further penalty or further municipal liability, on June 30th of the City's current fiscal year, or as noted in the notice of termination thereunder. For avoidance of doubt, no Contribution Recoupment Fee or Termination Fee shall be payable in the event of a termination for cause by the City; solely the amounts described in Section 5(c)(ii), (iii) or (iv) shall be payable.

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

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

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

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

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

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

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

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

or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive days following written notice given by it under this Section 25, the other Party may thereafter terminate this Agreement upon thirty (30) days' written notice.

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

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

[EXHIBITS ON FOLLOWING PAGES]

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EXHIBIT A

PROJECT LOCATION

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

EXHIBIT B

PROJECT DESCRIPTION

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

Exhibit B - Ordinance 2023-08

Goldbelt, Inc.

3025 Clinton Drive

LETTER OF INTENT

April 12, 2023

Attn: Dave Scanlan, Rorie Watt, City Manager

City and Borough of Juneau
City & Borough Manager's Office
155 South Seward Street
Juneau, AK 99801

Re: Gondola Project Revenue Sharing Agreement

Dear Mr. Scanlan and Ms. Watt,

We present this Letter of Intent ("LOI") for the Gondola Project revenue sharing agreement between the City and Borough of Juneau (the "City") and Goldbelt, Incorporated ("Goldbelt"). This LOI sets forth the proposed terms for the negotiations of a Gondola Project revenue sharing agreement (the "Agreement") between the City and Goldbelt to fund, install, and operate the Gondola Project (the "Project") at Eaglecrest Ski Area on Douglas Island. The terms set forth in this LOI will not become binding until a more detailed revenue sharing agreement is negotiated and signed by the parties.

Silent Partner:	Goldbelt, Incorporated
Independent Contractor:	City and Borough of Juneau
Project:	The City will install a gondola system to attract locals, tourists, cruise ship tourists and independent tour operators to the attractions in the area. Goldbelt will provide funds of $10,000,000 to assist the City with the installation and operation of the Project and in exchange Goldbelt will receive a percentage share of revenues generated by the Gondola per Eaglecrest visitor for a term of 25 years. Goldbelt will not operate the Project, as the City and Goldbelt intend that an Independent Contractor relationship be created by the Agreement.
ROI:	The ROI is dependent upon gross revenue generated by the Project. The projected ROI is $32,000,000 with a total projected revenue share of $42,080,520 for Goldbelt over the 25-year term.
Term:	The Term of the Agreement starts on the Effective Date of the Agreement and ends on the twenty-fifth (25th) anniversary of the date that the Project opens to the public. City warrants

	opening to the public by May 31, 2027. The Term will extend if Goldbelt has not received 2X its contribution in revenue ($20,000,000).
Investment:	Goldbelt will disburse Contribution funds of $10,000,000 on or before July 3, 2023.
Termination:	The City may terminate the Agreement for convenience: prior to receiving any portion of Goldbelt's investment; if it chooses to terminate deployment or operation of the project; or in the event of non-appropriation. The termination fee will be the amount contributed by Goldbelt minus any revenue sharing received prior to termination. Goldbelt will also receive seven percent (7%) per annum interest compounded monthly up to a cap of 150%, which will be $5,000,000.
Revenue Sharing:	Until Goldbelt has received payments equaling the entire investment amount ("Phase 1"), the City shall pay to Goldbelt a percentage of the gross Summer Operations Receipts. Goldbelt's percentage shall be determined by the number of visitors to the Project, with ranges from 10%-25%. After Goldbelt has received payments equaling its entire investment amount ("Phase 2"), the City shall pay to Goldbelt a percentage of the gross Summer Operations Receipts. Goldbelt's percentage shall be determined by the number of visitors to the Project, with ranges from 10%-12.5%. Payment of Goldbelt's share will be due within sixty (60) days of the City receiving a final statement identifying the gross Summer Operations Receipts for the calendar year of the Term.
Records:	Both Parties will provide a written weekly summary report of revenues from the sale of individual, packaged, or summer season passes from the Project and have an end of the year audit summary report. On written notice, both Parties shall permit an audit by an independent certified public accounting firm to verify accuracy of summer revenues.
Future Engagements:	Goldbelt and CBJ will share ideas and motivation to build a responsible and prosperous community that will last forever. Because of these shared goals, CBJ intends to continue working with Goldbelt at Eaglecrest to build a successful and sustainable business operation for visitors and residents to enjoy.
Communication:	CBJ will communicate with Goldbelt regarding plans to expand Eaglecrest operations near Goldbelt property on the shoreline of Douglas Island.

Exhibit B - Ordinance 2023-08

April 12, 2023

Goldbelt, Incorporated
By: McHugh Pierre
Its: President & CEO

Date

4-12-2023

Dave Scanlan

Date

Rorie Watt

Date

Presented by: The Manager
Introduced: January 9, 2023
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

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

An Ordinance Appropriating $10,000,000 to the Manager for the Eaglecrest Gondola Capital Improvement Project; Funding Provided by an Investment from Goldbelt, Inc.

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 for the Eaglecrest Gondola Capital Improvement Project (E28-102).

Section 3. Source of Funds

Goldbelt, Inc.	$10,000,000

Section 4. Effective Date. This ordinance shall become effective upon execution of the revenue sharing agreement between the City and Borough of Juneau and Goldbelt, Inc.

Adopted this ________ day of ____________, 2023.

____
Beth A. Weldon, Mayor

Attest:

____
Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Presented: April 17, 2023
Drafted by: S. Layne

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2023-22

An Ordinance Authorizing the Eaglecrest Ski Area to Enter Into a Franchise Agreement with Alaska Rainforest Sanctuary, LLC dba Kawanti Adventures, for Operating the Alaska Zipline Adventure Canopy Tour.

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

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

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

WHEREAS, the Eaglecrest Ski Area solicited statements of interest from local vendors for Eaglecrest Ski Area Summer Development and only received one response to develop the Zipline activity from the current vendor, **Alaska Rainforest Sanctuary, LLC** (ARS) due to the specialized nature of the activity and infrastructure required; and

WHEREAS, **Alaska Rainforest Sanctuary, LLC** expressed interest in a continued partnership with the CBJ and Eaglecrest Ski Area; and

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

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

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

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

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

(b) **Authorized location.** Permittee is authorized to use that portion of Eaglecrest Ski Area that begins approximately 50 yards west of the base of the Ptarmigan Chairlift and ends approximately 150 yards southeast of the Base Lodge at Eaglecrest for the purposes of operating the existing Alaska Rainforest Sanctuary (ARS) Canopy Tour. The Tour consists of a series of platforms in trees connected by ½ inch steel cable and constructed in conformance with the Association for Challenge Course Technology (ACCT) guidelines. Any subsequent alterations, repairs, and/or improvements shall also conform to these guidelines, as applicable. Permittee also is authorized, upon application to and approval by the Ski Area Manager, to construct additional platforms and cables to expand or add to the ARS Canopy Tour in other suitable trees. Permittee also is authorized, upon application to and approval by the Ski Area Manager, to conduct additional tours or operations on the permitted premises, provided that such tours and operations comply with the applicable conditions of this permit. Permittee is also authorized to construct and use an entry and exit path to and from the ARS Canopy Tour location.

1) **Facilities and restrooms.** During construction and operations, as applicable, Permittee is authorized to use the following for the purpose of supporting the ARS Canopy tour:
   a. Use of Eaglecrest's parking lot for Permittee's vehicles and Permittee's employee and customer vehicles.

   b. Use of a designated passenger drop-off and pick-up zone near Eaglecrest Lodge.

   c. Use of the lodge's public restrooms.

   d. Exclusive use of the Porcupine Lodge main entrance foyer, restroom facilities, rental shop area as well as the slope side entrance and foyer during the ARS Canopy Tour operating season. Shared use of the Porcupine Lodge boardroom sink and hot water will also be allowed during the ARS Canopy tour operating season. Year-round storage in the "bowling alley" storage room of an approximate size of 150 square feet will be provided for ARS Canopy Tour related items.

   e. Use of Eaglecrest-provided internet communications, heat, hot water, sink for washing dishes, storage space, and electricity reasonably adequate to meet Permittee's needs.

(c) **Term.** Each franchise term is one year, beginning June 8, 2023. Vendor may request to renew this franchise authorization annually by sending written notice to the Ski Area Manager by 30 days prior to expiration, which shall be granted so long as the vendor is in good standing and a renewal is in the best interest of Eaglecrest Ski Area as determined by the Board of Directors. This franchise authorization is effective for a maximum of five consecutive summer seasons beginning summer season 2023.

(d) **Revocation.** This franchise authorization is revocable upon violation of any of terms of this ordinance or upon failure to comply with other applicable permits, laws, and regulations. This franchise authorization will be revoked for nonperformance in the event that the business does not operate for a summer season without prior written approval from CBJ.

(e) **Compliance with other laws and regulations.** Vendor shall comply with all applicable City and Borough of Juneau, State of Alaska, and federal permits, laws and regulations. Vendor shall ensure compliance and is responsible with this franchise authorization by Vendor's agents, employees, customers, and guests.

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

- (i) $4,000,000 in commercial general liability insurance (aggregate) and $2,000,000 (per occurrence), naming the CBJ as additional insured.
- (ii) **Comprehensive Automobile Liability Insurance**. The coverage shall include all owned, hired, and non-owned vehicles to a one million dollar ($1,000,000) combined single limit coverage, naming the CBJ as additional insured.
- (iii) Workers compensation insurance, if there are any employees. The policy must include employer's liability coverage of $1,000,000 per injury and illness, and $1,000,000 policy limits. This policy shall be endorsed to waive subrogation against CBJ.

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

(h) **Hours of Operation and Group Size**. Permittee is authorized to operate a maximum of 20 tours per day, seven days a week. Any change in the number of tours must be approved by the Ski Area Manager.

(i) **General permit fees.** Beginning at the time of the effective date of this permit and for the remainder of the first year of the permit term, Permittee shall pay CBJ an annual permit fee in the amount of six *per centum* (6%) of Permittee's annual gross revenues for the annual permit period ending September 30. For each consecutive renewal year the permit fee in the amount of eight per centum (8%) of Permittee's annual gross revenues for the annual permit period ending September 30 of each year. Payments of the percentage of gross revenues described above shall be due October 30 of each year, with the first payment due on October 30, 2023. For purposes of this paragraph, "gross revenues" are defined as the total amount of sales invoiced by Permittee pursuant to this permit. Gross revenues do not include sales taxes or any royalties or commissions, or similar fees or charges, allowed or remitted by Permittee to any tour brokers, agents, or cruise ship companies.

(j) **Fees charged by vendor.** Pursuant to 11 CBJAC 07.040(b)(3)(A), Vendor must submit to the Ski Area Manager a schedule of fees and charges to customers prior to the beginning of each summer operating season.

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

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

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

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

(o) **Permit transfer.** Pursuant to 11 CBJAC 07.030(e), business may only be conducted under this franchise authorization by Alaska Rainforest Sanctuary, LLC and this franchise authorization may not be sold, assigned, leased, rented, mortgaged or otherwise transferred unless Vendor's entire business interest in Alaska Rainforest Sanctuary, LLC is transferred to another party. The Vendor or the transferee shall submit a written application which shall be approved if application satisfies all of the reasonable requirements applicable to an original application. No credit will be given to the transferee for any permit payments made to CBJ by the Vendor.

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

- (i) Signs may be posted in accordance with CBJC 49.45 *et. seq*. and with the Ski Area Manager's written permission and Board of Director approval, which must not be unreasonably withheld.
- (ii) The Vendor must promptly notify the Ski Area Manager of any accident, injury, or claim relating to the franchise activity.
- (iii) Vendor shall promptly dispose of all litter found on and near the authorized location.
- (iv) All vehicles under the control of the Vendor shall be lawfully operated and parked while the Vendor is engaging in franchise activities. The Vendor is responsible for following all parking restrictions and requirements.

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

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

(s) **Choice of law, jurisdiction.** The Superior Court for the State of Alaska, First Judicial District at Juneau, Alaska shall be the exclusive jurisdiction for any action of any kind and any nature arising out of or related to a franchise agreement. Venue for trial in any action shall be in Juneau, Alaska. The laws of the State of Alaska shall govern the rights and obligations of the parties. Vendor specifically waives any right or opportunity to request a change of venue for trial pursuant to A.S. 22.10.040.

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

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

Adopted this ________ day of ____________________, 2023.

____
Beth A. Weldon, Mayor

Attest:

____
Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Presented: 04/17/2023
Drafted by: S. Layne

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2023-23

An Ordinance Authorizing the Manager to Execute a Lease with GCI Communication Corporation for Approximately 15,500 Square Feet of City Property Located at 1580 Thane Road for a Satellite Earth Station Site.

WHEREAS, the City and Borough of Juneau (CBJ) owns real property located at 1580 Thane Road with the legal description of a fraction of Tract A, Alaska Tideland Survey (ATS) No. 556; and

WHEREAS, GCI Communication Corporation (GCI Communication) has leased this property from the City and Borough of Juneau since 1983; and

WHEREAS, GCI Communication applied to continue to lease this property for the operation of the Satellite Communication Earth Station located at the Rock Dump; and

WHEREAS, at the January 23, 2023 meeting, the Lands Housing and Economic Development Committee provided a motion of support to continue to lease this property.

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

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

Section 2. Authorization. The Manager is authorized to lease CBJ property within Tract A, ATS 556 to GCI Communication (Lessee) for the continuous use as a communications facility.

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

The initial lease term will be for five (5) years. Lessee shall have the option to renew the lease for up to four (4) additional five-year renewal periods, for a maximum of 25 years, subject to written approval by the City and Borough of Juneau. The option to renew must be exercised by providing written notice to the CBJ no later than three months prior to the expiration of the underlying lease term.

The rental rate will be set at fair market value as determined by appraisal to be $29,211.00 per year. Rental rate is subject to review and adjustment no less than every five years.

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

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

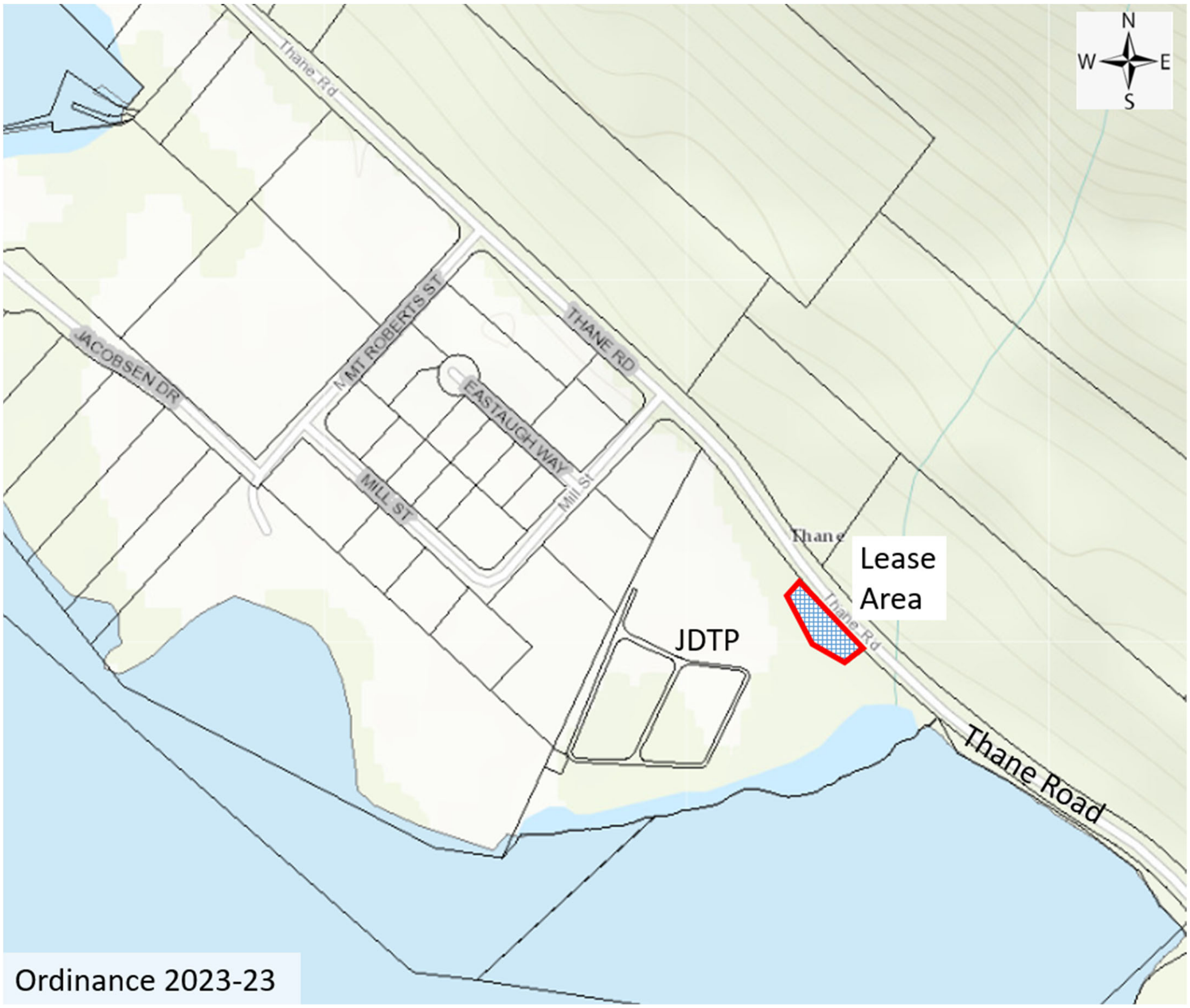
Adopted this ________ day of _______________________, 2023.

____
Beth A. Weldon, Mayor

Attest:

____
Elizabeth J. McEwen, Municipal Clerk

Ordinance 2023-
CBJ - GCI Communication Lease
Satellite Earth Station Site



Presented by: The Manager
Introduced: April 17, 2023
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

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

An Ordinance Transferring $7,026,038 from CIP B55-087 Emergency Department Addition to CIP B55-080 Crisis Stabilization, and Deappropriating $7,026,038 from the Manager for the Crisis Stabilization 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 $7,026,038 be transferred:

From: CIP

B55-087	Emergency Department Addition	($ 7,026,038)

To: CIP

B55-080	Crisis Stabilization	$ 7,026,038

Section 3. Source of Funds - Transfer

Hospital Revenue Bond Proceeds	$ 7,026,038

Section 4. Deappropriation. There is deappropriated from the Manager the sum of $7,026,038 for the Crisis Stabilization Capital Improvement Project (B55-080).

Section 5. Source of Funds - Deappropriation

Hospital Funds	($ 7,026,038)

Section 6. Effective Date. This ordinance shall become effective upon adoption.

Adopted this ________ day of ____________, 2023.

____
Beth A. Weldon, Mayor

Attest:

____
Elizabeth J. McEwen, Municipal Clerk

Bartlett Regional Hospital

To: CBJ Public Works and Facilities Committee **April 21, 2023**
From: Sam Muse, CFO Bartlett Regional Hospital
Subject: ED Addition Project Update

♦ ISSUE

At the February 28th, 2023, Bartlett Regional Hospital Board of Directors meeting, the board approved a motion "postponing the currently envisioned ED addition indefinitely and request staff to, with all due haste, re-evaluate and come back with a redesigned, skinnier plan that focuses on these safety issues for us to consider going forward."

♦ BACKGROUND

In the last several years, Bartlett Hospital has identified potential patient and staff safety concerns within the Emergency Department. To address these concerns, Bartlett developed a project that would change the flow of patient care, create improvements to access for patients and emergency responders, add and convert specialty patient rooms (including rooms configured specifically for Behavioral Health patients), overhaul airflow systems and create negative-pressure triage and treatment spaces, and strategically relocate staff workstations, among other improvements.

Through the Assembly, Bartlett moved this project forward, with the scope detailed above, at a cost of $17,000,000. In March of 2022, Bartlett sold $21M in bonds, $12M of which were appropriated to this project. To complete the project, as planned, it would have been necessary for Bartlett to appropriate an additional $5,000,000 in unrestricted cash to the project.

Considering Bartlett's current financial situation, Bartlett's Board of Directors made a difficult decision to delay the project, instructing Senior Leadership to identify the top safety concerns, prioritize and attempt to secure partner funding to help aid in the eventual completion of a project.

♦ CURRENT STATUS

The Hospital Board Quality Committee directed Bartlett leadership to reevaluate and prioritize the safety concerns within the Emergency Department. Bartlett leadership has engaged stakeholders, completing a survey inquiring about both employee and patient safety within the Emergency Department and how the hospital might best address those concerns. Furthermore, the Quality Director and team are reevaluating safety data/measures within the Emergency Department to help round out our understanding of the most pressing safety concerns.

After the deapprorpriating ordinance was approved by the board, there are $3M in bond proceeds still designated to the project. Additionally, Bartlett has applied for several large capital grants, in hopes of leveraging both State and Federal partners to help us complete this important project. Bartlett made a request through Senator Murkowski's office, seeking capital HRSA funds to help close the funding gap. If awarded, we estimate that the funding would be about $5M. Bartlett has also applied to the Denali

Commission's infrastructure fund. Awards through this fund can be as high as $2M, though the typical award is less.

As Bartlett reestablishes the priorities around safety, solutions to address them and funding sources, we will continue to work with CBJ Engineering and Architects Alaska to shape a redesigned project that we believe will be of great value to our employees, patients, and the community.

Bartlett Regional Hospital

To: Board of Directors of Bartlett Regional Hospital **April 21, 2023**
From: Sam Muse, CFO
Subject: Funding Strategic Initiatives

♦ ISSUE

As part of Bartlett's phased approach to financial sustainability, management continues to review all strategic initiatives to ensure our capital is aligned in a way that will maximize our financial flexibility to ensure we can meet the needs of the community not only for today but, more importantly, for the years to come.

♦ BACKGROUND

Construction Improvement Projects:
As part of this review, management has assessed all Capital Improvement Projects initiated by Bartlett that have cash appropriations through Assembly action. Currently, those projects include:

- Administration Building Siding ($43,000 in Fund Balance available)
- Crisis Stabilization ($500,000 in Fund Balance available, expected to be fully spent very soon)
- Study-Secondary campus Access ($88,000 in Fund Balance available)
- **Deferred Maintenance (~$3.5M in Fund Balance available)**
- **Emergency Department Addition ($12M in Bond Funds available, project not yet underway**)
- Bartlett Parking Study ($72,000 in Fund Balance available).
- Bartlett CT/MRI Replacement ($600,000 in Fund Balance available, project underway)

Of these projects, only the Emergency Department Addition has funds that could reasonably be altered/delayed in a way that would meaningfully improve Bartlett's flexibility going forward. The remainder of the projects are too far along in their progression and/or simply don't have significant amounts of monies left in them. The other project that Bartlett could potentially access is Deferred Maintenance. However, deferred maintenance, by nature, includes many items that aren't discretionary to the hospital and will need to be addressed.

That said, the Emergency Department Addition project is ramping up, with subcontractors to be awarded soon. And the Hospital is incurring costs weekly related to activity. These costs will increase in the coming weeks as the project continues to move forward. The longer we continue, the more difficult it becomes to alter or delay.

Bond Funding:
In March of 2022, Bartlett Hospital issued $21,497,218 in revenue bonds. Of this issuance, $8,000,000 was appropriated to the Crisis Stabilization project, $12,000,000 was appropriated to the Emergency Department Addition project, $1,358,000 was placed in a bond reserve account, with the remainder paying issuance costs. This has left the hospital with almost $39,000,000 in bond debt and annual payments (principal & interest) associated with that debt totaling $3,000,000.

Bartlett Regional Hospital

The following is a summary of changes to long-term debt for the year ended June 30, 2022:

	Beginning Balances	Additions	Reductions	Ending Balances	Amounts Due Within One Year
Bonds payable:					
2013 Hospital revenue refunding bond	$ 7,500,000	$ -	$ (910,000)	$ 6,590,000	$ 945,000
2021 Hospital revenue refunding bond	10,760,000	-	(90,000)	10,670,000	175,000
2022 Hospital revenue refunding bond	-	18,775,000	-	18,775,000	370,000
Bond premium	139,484	2,722,218	(94,095)	2,767,607	295,026
Total bonds payable	$ 18,399,484	$ 21,497,218	$ (1,094,095)	$ 38,802,607	$ 1,785,026

Annual debt service requirements to maturity are as follows:

Year Ending June 30	Principal	Interest	Total
2023	$ 1,490,000	$ 1,376,069	$ 2,866,069
2024	1,770,000	1,313,196	3,083,196
2025	1,845,000	1,236,919	3,081,919
2026	845,000	1,157,262	2,002,262
2027	1,930,000	1,114,939	3,044,939
2028 - 2032	10,815,000	4,683,738	15,498,738
2033 - 2037	10,750,000	2,623,784	13,373,784
2038 - 2042	6,590,000	855,750	7,445,750
	$ 36,035,000	$ 14,361,657	$ 50,396,657

Bartlett has rate covenants associated with all revenue bonds. These covenants require that Bartlett Hospital's revenues less the cost of operations and maintenance must be at least 115% of the annual debt service (principal + interest) of the hospital. In short, the Hospital would need to generate about $3,450,000 in income a year to satisfy these requirements. Certain items included in accrual accounting measures of income, such as depreciation, can be added back to achieve this goal. However, Bartlett hospital is currently on pace to lose $10,000,000 on an accrual basis. Even adding back depreciation, that will still leave the Hospital well short of breakeven and even shorter from the $3.45M needed to meet our covenants.

The operating losses as well as the already heavy debt load will make it more difficult to access the bond market in a meaningful way in the immediate future. Additionally, any bonds that we might be able to obtain soon would be risk adjusted, meaning likely higher interest rates to reflect additional risk that any lender would take on. Furthermore, any debt that the Hospital takes out in the private market, which would be quicker and easier to access, would generally have shorter durations of payback and, again, higher interest rates. This is not to say that Bartlett couldn't access the market, but management believes it could be costly to do so at this time. And certainly, with more debt, more of future free cash flows would also be used in paying interest on that debt.

Bartlett Regional Hospital

Cash Position:
As of December 2022, Bartlett had $40,000,000 in unrestricted cash with which it can fund operations, capital purchases and fund other strategic initiatives. This reflects a roughly $13,000,000 decrease in unrestricted cash from a year earlier. Additionally, over the last several months, Bartlett Hospital has seen decreases in cash from operating the hospital on a day-to-day basis.

As addressed earlier, Bartlett has ~$16,000,000 of cash restricted for use in capital projects initiated by Bartlett and appropriated through the Assembly. The cash in capital projects generally has two flavors, bond funds and Bartlett fund balance. And, of those two flavors, bond monies make up about $12,000,000 and sit entirely in the Emergency Department Addition project. Without any action by the board and/or Assembly, these funds will go to zero in the next year as the projects complete.

Strategic Initiatives Priorities:
Within the last several months, many new initiatives have presented themselves to Bartlett, including Wildflower Court, Home Health and Hospice, and the potential to bolster Bartlett's specialty clinics. With Bartlett's resources to pursue these initiatives thinning, it has become more imperative to ensure we apply our capital strategically. Each initiative that we undertake will have a different impact on our community, our culture, and our financial sustainability. And, certainly, many of these projects come with a cost to implement, with the hope they bolster the Hospital in differing ways for years to come. However, Bartlett is at a juncture where it will be difficult to pursue many large initiatives simultaneously. So, these initiatives must be weighed against each other.

Again, of the strategic initiatives currently underway, the Emergency Department project represents the most significant opportunity for reassessment. The project, as initially outlined, would cost $17,000,000 to construct. Currently, there are $12,000,000 in bond funds appropriated to the project. To complete, assuming some success in value engineering or reducing the scope of the project, it would still be necessary for Bartlett to appropriate another $3,000,000 - $5,000,000 in unrestricted cash to the project. This money would come from the current $40,000,000 balance, reducing it to $35,000,000 - $37,000,000. If Bartlett were to pursue other strategic initiatives in conjunction with the Emergency Department, utilizing cash to do so, we would potentially reduce our cash position to anywhere between $20,000,000 and $25,000,0000, depending on the final cost of those projects. At average daily operating expenditures of $350,000 for the Hospital, this represents around 2-months of operating expenditures.

Alternatively, if the Emergency Department project did not move forward, the bond funds currently appropriated to the project could be used elsewhere. The real opportunity in this scenario would be that there is currently $7,000,000 in unrestricted funds appropriated to the Crisis Stabilization project that management believes we would be able to substitute with some of the remaining bond funding. By pulling the unrestricted funding back, this would bolster Bartlett's unrestricted cash balance, increasing it to ~$47,000,000. Moreover, there would still be a remaining $5,000,000 in bond funds available without a purpose. In discussions with Bond Counsel regarding these bonds, management believes the remaining funding could be used in a wide variety of ways, including potential capital software implementations or virtually any phase of a future capital need that may arise, including ones associated with the Emergency Department.

Bartlett Regional Hospital

♦ OPTIONS

As part of the phased approach to financial sustainability it is necessary to review all current and potential projects moving forward to ensure that they both align with the strategic vision of the hospital including promoting the long-term sustainability of the hospital.

Given the changing the changing landscape with strategic initiatives and the financial state of the hospital, it is imperative that the Board discuss the merits of each project and prioritize them, to ensure pressing projects receive the first infusion of capital and are nurtured first.

Senior Leadership Team recommendation:
Senior Leadership recommends that the Emergency Department Addition project be put on hold indefinitely, pending further deliberation regarding strategic initiatives and best allocation of immediate resources given the current environment.

Presented by: The Manager
Introduced: April 17, 2023
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

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

An Ordinance Appropriating $11,944,152 to the Manager for the Bag Belt Replacement, Parking Lot Paving, and Gate K Culvert Reconstruction Capital Improvement Projects; Funding Provided by Airport CARES Act Funding.

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 $11,944,152 as funding for the Bag Belt Replacement (A50-105), Parking Lot Paving (A50-106), and Gate K Reconstruction (A50-110) capital improvement projects, to be appropriated as follows:

Parking Lot Paving (A50-106)	$ 9,854,010
Bag Belt Replacement (A50-105)	$ 1,419,716
Gate K Reconstruction (A50-110)	$ 670,426

Section 3. Source of Funds

Airport CARES Act Funding	$ 11,944,152

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

Adopted this ________ day of ____________, 2023.

____
Beth A. Weldon, Mayor

Attest:

____
Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: April 17, 2023
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

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

An Ordinance Appropriating $250,000 to the Manager for the Aurora Harbor Improvements Capital Improvement Project; Funding Provided by Harbors Funds.

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

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

Section 2. Appropriation. There is appropriated to the Manager the sum of $250,000 for the Aurora Harbor Improvements Capital Improvement Project (H51-125).

Section 3. Source of Funds

Harbors Funds	$ 250,000

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

Adopted this ________ day of ____________, 2023.

____
Beth A. Weldon, Mayor

Attest:

____
Elizabeth A. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: April 5, 2023
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2023-15

An Ordinance Appropriating Funds from the Treasury for FY24 School District Operations

Section1. Classification. This ordinance is a non-code ordinance.

Section 2. Estimated Funding Sources. The following amounts are the estimated funding sources for the City and Borough of Juneau School District, for the fiscal year beginning July 1, 2023, and ending June 30, 2024. It is anticipated that these estimated funding sources will meet the appropriations set forth in Section 3 of this ordinance.

ESTIMATED REVENUE:	
State Support	56,591,000
Federal Support	2,405,000
User Fees, Permits, and Donations	2,539,200
Student Activities Fundraising	1,350,000
Total Revenue	**62,885,200**
TRANSFERS IN:	
General Governmental Fund School District Support:	
Operations	30,775,800
Special Revenue	2,275,000
Total Transfers In	**33,050,800**
Fund Balance Decrease	**381,000**
Total Estimated Funding Sources	**$ 96,317,000**

Section 3. Appropriation. The following amounts are hereby appropriated for the fiscal year beginning July 1, 2023, and ending June 30, 2024.

APPROPRIATION:	
General Operations	75,221,700
Special Revenue	21,095,300
Total Appropriations	**$ 96,317,000**

Section 4. Effective Date. This ordinance shall be effective immediately upon adoption.

Adopted this __ day of ________, 2023.

____
Beth A. Weldon, Mayor

Attest:

____
Elizabeth J. McEwen, Municipal Clerk

MEMORANDUM

DOCKS AND HARBORS
CITY/BOROUGH OF JUNEAU
155 South Seward Street, Juneau, Alaska 99801

EMAILED MEMORANDUM

TO: Bidders

Date: April 17, 2023

Carl J. Uchytil

FROM: Carl Uchytil, P.E.
Port Director

Posted 04/18/2023 sls

SUBJ: POSTING NOTICE OF BIDS
Aurora Harbor Rebuild – Phase III
Contract No. DH23-015

This memo is to post a notice of the results of the bid opening on April 12, 2023, for the subject project. The bidders and their total bids are as follows:

	Trucano Construction Company	Western Marine Construction
BASE BID	**$4,269,650.00**	**$4,510,950.00**
ADDITIVE ALTERNATE A	**$236,900.00**	**$244,950.00**
ADDITIVE ALTERNATE B	**$589,750.00**	**$551,500.00**
ADDITIVE ALTERNAT C	**$495,800.00**	**$462,200.00**
ADDITIVE ALTERNATE D	**$72,750.00**	**$109,500.00**
TOTAL PROJECT COST	**$5,664,850.00**	**$5,879,100.00**

The apparent low bidder is Trucano Construction Company. CBJ intends to award the Base Bid in the amount of $4,269,650. The project account balance is currently approximately $4.1 million, therefore, the CBJ must transfer funds prior to awarding the project. The process of transferring additional funds takes one meeting of the Docks and Harbors Board, and two Assembly meetings. The recommendation for transfer funding was forwarded to the April 14th, 2023 Docks and Harbors Board and approved. The recommendation to transfer funding will be forwarded to the April 17th regular Assembly meeting for introduction and to the May 8th Assembly meeting for adoption. The recommendation to award the Base Bid in the amount of $4,269,650 will be forwarded to the Docks & Harbors Board on April 27th and to the CBJ Assembly for approval on May 8th, 2023.

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 here or from the CBJ Purchasing Division at (907) 586-5215.

The apparent low bidder has until ***4:30 p.m. on April 24, 2023,*** 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. Matthew Sill, P.E. Port Engineer

BID SUMMARY

Reviewed by: Cristian Crabtree **Certified by:** Carl Uchytil, P.E.

Aurora Harbor Rebuild - Phase III Contract No. DH23-015 Wednesday, April 12, 2023				Engineer's Estimate		Trucano Construction Company 3560 N. Douglas Highway Juneau, Alaska 99801		Western Marine Construction 2775 Harbor Ave SW, Ste A Seattle, Washington 98126	
PAY ITEM	**PAY ITEM DESCRIPTION**	**UNIT PRICE**	**QUANTITY**	**UNIT PRICE**	**AMOUNT**	**UNIT PRICE**	**AMOUNT**	**UNIT PRICE**	**AMOUNT**
1505.1	Mobilization	Lump Sum	All Reqd	Lump Sum	$ 400,000.00	Lump Sum	$ 480,000.00	Lump Sum	$ 600,000.00
2060.1	Demolition and Disposal	Lump Sum	All Req'd	Lump Sum	$ 10,000.00	Lump Sum	$ 10,000.00	Lump Sum	$ 20,000.00
2601.1	Domestic Water System and Appurtenances	Lump Sum	All Reqd	Lump Sum	$ 112,500.00	Lump Sum	$ 172,250.00	Lump Sum	$ 170,000.00
2611.1	Dry Fire Suppression System	Lump Sum	All Reqd	Lump Sum	$ 81,000.00	Lump Sum	$ 111,250.00	Lump Sum	$ 110,000.00
2702.1	Construction Surveying	Lump Sum	All Reqd	Lump Sum	$ 15,000.00	Lump Sum	$ 10,000.00	Lump Sum	$ 20,000.00
2718.1	Signage	Lump Sum	All Reqd	Lump Sum	$ 2,500.00	Lump Sum	$ 3,500.00	Lump Sum	$ 3,000.00
2882.1	Marine Mammal Work Suspension	HR	20	$ 1,000.00	$ 20,000.00	$ 750.00	$ 15,000.00	$ 1,200.00	$ 24,000.00
2895.1	Electrical Utility Float, 16' x 25'	Lump Sum	All Reqd	Lump Sum	$ 80,000.00	Lump Sum	$ 120,650.00	Lump Sum	$ 125,000.00
2895.2	Headwalk Float, 10' x 126'	Lump Sum	All Reqd	Lump Sum	$ 252,000.00	Lump Sum	$ 366,500.00	Lump Sum	$ 375,000.00
2895.3	Mainwalk Float H, 10' x 268'	Lump Sum	All Reqd	Lump Sum	$ 536,000.00	Lump Sum	$ 796,250.00	Lump Sum	$ 820,000.00
2895.4	Finger Float, 6' x 48'	EA	1	$ 72,000.00	$ 72,000.00	$ 81,650.00	$ 81,650.00	$ 92,000.00	$ 92,000.00
2895.5	Finger Float, 8' x 60'	EA	3	$ 120,000.00	$ 360,000.00	$ 135,600.00	$ 406,800.00	$ 142,000.00	$ 426,000.00
2896.1	Furnish Steel Mooring Pile, 12.75" dia. x 0.500" thick	LF	210	$ 125.00	$ 26,250.00	$ 130.00	$ 27,300.00	$ 135.00	$ 28,350.00
2896.2	Furnish Steel Mooring Pile, 16" dia. x 0.500" thick	LF	960	$ 130.00	$ 124,800.00	$ 140.00	$ 134,400.00	$ 135.00	$ 129,600.00
2896.3	Install Steel Mooring Pile, 12.75" dia. x 0.500" thick		3	$ 9,000.00	$ 27,000.00	$ 7,000.00	$ 21,000.00	$ 5,500.00	$ 16,500.00
2896.4	Install Steel Mooring Pile, 16" dia. x 0.500" thick	EA	12	$ 9,000.00	$ 108,000.00	$ 7,000.00	$ 84,000.00	$ 5,500.00	$ 66,000.00
2896.5	Contingent Work - Pile Socket	EA	5	$ 10,000.00	$ 50,000.00	$ 7,000.00	$ 35,000.00	$ 10,000.00	$ 50,000.00
2897.1	Supply Flotation Billet,	EA	20	$ 250.00	$ 5,000.00	$ 460.00	$ 9,200.00	$ 600.00	$ 12,000.00
2897.2	Install Flotation Billet	EA	20	$ 250.00	$ 5,000.00	$ 500.00	$ 10,000.00	$ 750.00	$ 15,000.00
2898.1	Refurbish Existing Aluminum Gangway	Lump Sum	All Reqd	Lump Sum	$ 10,000.00	Lump Sum	$ 40,000.00	Lump Sum	$ 25,000.00
2898.2	Refurbish Existing Gangway Landing Float	Lump Sum	All Reqd	Lump Sum	$ 30,000.00	Lump Sum	$ 87,500.00	Lump Sum	$ 120,000.00
2899.1	Life Ring and Base	EA	5	$ 1,000.00	$ 5,000.00	$ 2,000.00	$ 10,000.00	$ 1,800.00	$ 9,000.00
2899.2	Fire Extinguisher and Base	EA	5	$ 850.00	$ 4,250.00	$ 2,000.00	$ 10,000.00	$ 1,000.00	$ 5,000.00
2899.3	Hose Mount and Base	EA	6	$ 750.00	$ 4,500.00	$ 900.00	$ 5,400.00	$ 750.00	$ 4,500.00
13121.1	Electrical Utility Building	Lump Sum	All Reqd	Lump Sum	$ 45,000.00	Lump Sum	$ 70,000.00	Lump Sum	$ 80,000.00
16000.1	Electrical System	Lump Sum	All Reqd	Lump Sum	$ 775,000.00	Lump Sum	$ 1,105,000.00	Lump Sum	$ 1,125,000.00
16052.1	Electrical Support Assemblies	Lump Sum	All Reqd	Lump Sum	$ 75,000.00	Lump Sum	$ 47,000.00	Lump Sum	$ 40,000.00
	Base Bid Total				**$3,235,800.00**		**$4,269,650.00**		**$4,510,950.00**

BID SUMMARY Reviewed by: Cristian Crabtree Certified by: Carl Uchytil, P.E.

Aurora Harbor Rebuild - Phase III
Contract No. DH23-015
Wednesday, April 12, 2023

				Engineer's Estimate		Trucano Construction Company 3560 N. Douglas Highway Juneau, Alaska 99801		Western Marine Construction 2775 Harbor Ave SW, Ste A Seattle, Washington 98126	
PAY ITEM	PAY ITEM DESCRIPTION	UNIT PRICE	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
2601.1A	Domestic Water System and Appurtenances – H3	Lump Sum	All Reqd	Lump Sum	$ 2,500.00	Lump Sum	$ 38,150.00	Lump Sum	$ 30,000.00
2895.2A	Headwalk Float H3, 10' x 54'	Lump Sum	All Reqd	Lump Sum	$ 108,000.00	Lump Sum	$ 175,650.00	Lump Sum	$ 175,000.00
2896.1A	Furnish Steel Mooring Pile, 12.75" dia. x 0.500" thick	LF	70	$ 125.00	$ 8,750.00	$ 130.00	$ 9,100.00	$ 135.00	$ 9,450.00
2896.3A	Install Steel Mooring Pile, 12.75" dia. x 0.500" thick	EA	1	$ 9,000.00	$ 9,000.00	$ 7,000.00	$ 7,000.00	$ 5,500.00	$ 5,500.00
16000.1A	Electrical System – H3	Lump Sum	All Reqd	Lump Sum	$ 7,500.00	Lump Sum	$ 3,500.00	Lump Sum	$ 13,000.00
16052.1A	Electrical Support Assemblies – H3	Lump Sum	All Reqd	Lump Sum	$ 7,500.00	Lump Sum	$ 3,500.00	Lump Sum	$ 12,000.00
	Alternate No. A Total				**$ 143,250.00**		**$236,900.00**		**$244,950.00**
2895.4B	6x48 Finger Float	EA	5	$ 72,000.00	$ 360,000.00	$ 99,750.00	$ 498,750.00	$ 94,000.00	$ 470,000.00
2896.2B	Furnish Steel Pipe Pile, 16" dia. x 0.500" thick	LF	400	$ 130.00	$ 52,000.00	$ 140.00	$ 56,000.00	$ 135.00	$ 54,000.00
2896.4B	Install Steel Pipe Pile, 16" dia. x 0.500" thick	EA	5	$ 9,000.00	$ 45,000.00	$ 7,000.00	$ 35,000.00	$ 5,500.00	$ 27,500.00
	Alternate No. B Total				**$ 457,000.00**		**$589,750.00**		**$551,500.00**
2601.1C	Domestic Water System and Appurtenances – TEE FLOAT	Lump Sum	All Reqd	Lump Sum	$ 5,000.00	Lump Sum	$ 35,250.00	Lump Sum	$ 5,000.00
2895.6C	Tee Float 10' x 118'	Lump Sum	All Reqd	Lump Sum	$ 236,000.00	Lump Sum	$ 369,750.00	Lump Sum	$ 365,000.00
2896.2C	Furnish Steel Mooring Pile, 16" dia. x 0.500" thick	LF	320	$ 130.00	$ 41,600.00	$ 140.00	$ 44,800.00	$ 135.00	$ 43,200.00
2896.4C	Install Steel Mooring Pile, 16" dia. x 0.500" thick	EA	4	$ 9,000.00	$ 36,000.00	$ 7,000.00	$ 28,000.00	$ 5,500.00	$ 22,000.00
16000.1C	Electrical System – TEE FLOAT	Lump Sum	All Reqd	Lump Sum	$ 7,500.00	Lump Sum	$ 14,000.00	Lump Sum	$ 23,000.00
16052.1C	Electrical Support Assemblies – TEE FLOAT	Lump Sum	All Reqd	Lump Sum	$ 7,500.00	Lump Sum	$ 4,000.00	Lump Sum	$ 4,000.00
	Alternate No. C Total				**$ 333,600.00**		**$495,800.00**		**$462,200.00**
1505.1A	Mobilization	Lump Sum	All Reqd	Lump Sum	$ 15,000.00	Lump Sum	$ 12,000.00	Lump Sum	$ 23,000.00
2996.1	Supply Pile Anode, Type A	EA	50	500	$ 25,000.00	$ 650.00	$ 32,500.00	$ 1,100.00	$ 55,000.00
2996.2	Install Pile Anode, All Types	EA	50	300	$ 15,000.00	$ 455.00	$ 22,750.00	$ 500.00	$ 25,000.00
2996.3	Anode Potential Readings and Continuity Testing	Lump Sum	All Req'd	Lump Sum	$ 2,500.00	Lump Sum	$ 5,500.00	Lump Sum	$ 6,500.00
	Alternate No. D Total				**$ 57,500.00**		**$72,750.00**		**$109,500.00**
	Total Bid				**$ 4,227,150.00**		**$5,664,850.00**		**$5,879,100.00**

MEMORANDUM

CITY/BOROUGH OF JUNEAU
155 South Seward Street, Juneau, Alaska 99801

TO: Rorie Watt
City and Borough Manager

DATE: April 26, 2023
FILE: 2133

THROUGH: Patty Wahto
Airport Manager

FROM: Greg Smith
Contract Administrator

SUBJ: BID RESULTS:
JNU Parking Lot Improvements
CBJ Contract No. BE23-267

Bids were opened on the subject project on April 5, 2023. The bid protest period expired at 4:30 p.m. on April 6, 2023. Results of the bid opening are as follows:

Responsive Bidders	Base Bid	Alternate No. 1	Total Amount
Colaska dba SECON	***$7,997,405.00***	***$287,046.00***	***$8,284,451.00***
Engineer's Estimate	*$6,684,079.00*	*$321,489.00*	*$7,005,568.00*

Project Manager: Ke Mel, Airport Project Manager

Project Description:

Base Bid: The Work is generally described as follows: Rehabilitate Juneau Airport public long and short-term parking lot, employee parking and eastern portion of rental lot parking. Remove and replace asphalt pavement, replace stormwater drainage, lighting and underground electrical. Replace stormwater drainage on Air Operations Area (AOA) adjacent to rental lot. Provide phased project delivery to maintain parking access during construction. Trades will include site work, concrete, electrical, mechanical, paving, and fixed equipment.

Additive Alternate 1: – Western Portion of Rental Lot: The Work is generally described as follows: Rehabilitate Juneau Airport western portion of rental lot parking. Remove and replace asphalt pavement, replace stormwater drainage, lighting and underground electrical. Provide phased project delivery to maintain parking access during construction. Trades will include site work, concrete, electrical, and paving.

Funding Source: FAA CARES grant
Total Project Funds: $10,454,010
CIP No. A50-106
Construction Encumbrance: $8,284,451
Construction Contingency: $0
Design: $767,783
Contract Administration/Inspection: $1,029,229
CBJ Administrative costs: $372,547

Staff recommends award of this project to SECON for the total amount bid of $8,284,451.00 upon receipt of an anticipated FAA CARES grant amendment

Approved: ________________________________
Duncan Rorie Watt
City & Borough Manager

Date of Assembly Approval:_____________

c: CBJ Purchasing

MEMORANDUM

CITY/BOROUGH OF JUNEAU
155 South Seward Street, Juneau, Alaska 99801

TO: Rorie Watt
City and Borough Manager

DATE: March 16, 2023

THROUGH: Patty Wahto
Airport Manager

FILE: 2214

FROM: Greg Smith
Contract Administrator

SUBJ: BID RESULTS:
JNU Outgoing Baggage Belt Repairs
CBJ Contract No. BE23-263

Bids were opened on the subject project on March 7, 2023. The bid protest period expired at 4:30 p.m. on March 9, 2023. Results of the bid opening are as follows:

RESPONSIVE BIDDERS	BASE BID	Add. Alt. No. 1	TOTAL BID
Robson Handling Technology USA, Inc.	**$1,169,012.00**	**$106,912.00**	**$1,275,924.00**
Dawson Construction, LLC	$1,321,000.00	$221,000.00	$1,542,000.00
Engineer's Estimate	*$706,860.00*	*420,750.00*	*$1,127,610.00*

Project Manager: Ke Mell, Airport Architect

Project Description: This project is a partial replacement of existing out-going baggage conveyor assembly components within the Juneau International Airport.

Funding Source: CARES Grant
Total Project Funds: $ 1,469,716
CIP No. A50-105
Construction Encumbrance: $1,275,924.00
Construction Contingency: $0
Design and Contract Administration/Inspection: $168,792
CBJ Administrative costs: $25,000

Staff recommends award of this project to Robson Handling Technology, USA, Inc. for the total amount bid of $1,275,924, contingent upon receipt of an anticipated FAA CARES grant amendment.

Approved: ________________________________
Duncan Rorie Watt
City & Borough Manager

Date of Assembly Approval:_____________

c: CBJ Purchasing

MEMORANDUM

CITY/BOROUGH OF JUNEAU
155 South Seward Street, Juneau, Alaska 99801

TO: Rorie Watt
City and Borough Manager

DATE: March 16, 2023

FILE: 2219

THROUGH: Patty Wahto
Airport Manager

FROM: Greg Smith
Contract Administrator

SUBJ: BID RESULTS:
JNU Gate K Culvert Replacement
CBJ Contract No. BE23-223

Bids were opened on the subject project on March 1, 2023. The bid protest period expired at 4:30 p.m. on March 2, 2023. Results of the bid opening are as follows:

RESPONSIVE BIDDERS	TOTAL BID
Colaska dba SECON	***$555,213.00***
Engineer's Estimate	*$488,827.00*

Project Manager: Mike Greene, Airport Project Manager

Project Description: WORK generally consists of the emergency removal of an existing eighty foot long steel pipe arch with approximate 12'-0" span and 6'-4" rise, protection of existing utilities, installation of a stream bypass system, installation of a new eighty foot long aluminum pipe arch with 13'-1" span and 8'-4" rise, removal and reconstruction of existing riprap bank armoring, re-seeding of disturbed banks, reconstruction and repaving of disturbed roadway and other miscellaneous Work.

Funding Source: Airport CARES grant
Total Project Funds: $670,426
CIP No. A50-110
Construction Encumbrance: $555,213
Construction Contingency: $0
Design and Contract Administration/Inspection : $104,213
CBJ Administrative costs: $11,000

Staff recommends award of this project to SECON for the total amount bid of $555,213, contingent upon receipt of an anticipated FAA CARES grant amendment.

Approved: ________________________________
Duncan Rorie Watt
City & Borough Manager

Date of Assembly Approval:_____________

c: CBJ Purchasing

2022 1st Late File List to Assembly

Hardship List:

Name	Parcel Number	Property Address
ROBERT RIDGEWAY	5B2401460090	8184 THUNDER ST

Late File Senior & Disabled Veteran Exemption List:

Name	Parcel Number	Property Address
AMELIA LUCAS	5B1301120010	6590 GLACIER HWY SP 1
JEFFREY GOODELL	1B0201010060	5121 THANE RD
JOY OBERHOLTZER	8B3501020101	17850 PT STEPHENS SPUR RD
PATRICIA HARPER	1C030J013080	1220 GLACIER AVE UNIT 308
LANDON RECTOR	5B2501620110	4442 MENDENHALL BLVD

CBJ-Assessor's Office
MAY 02 2023

5-2-23

Dear CBJ Assembly –

Attached is Ridgeway's Hardship Form, one day late.

They are out of town and I had to get remote signatures.

Please accept this Form with our thanks.

John Logan
Preparer

4 April 2023

To the Assembly;
Juneau, Alaska

Dear Sir,/Madam,

This is to inform your good office that my brother Romeo Abad is now residing in the Philippines since retiring in ~~the~~ Juneau. He didn't get PFD after that.

I am now taking the turn as a senior resident in this mobile home, I got my PFD last year.

I am sorry, i miss the deadline because, i just came back here.

Looking forward for your very kind consideration.

Thank you very much.

Sincerely yours,
Amelia A. Lucas

CBJ-Assessor's Office
APR 05 2023

April 5, 2023

To CBJ Assembly,

My husband and I are applying for property tax exemption and have unfortunately missed the March 31 exemption deadline due to being out of town attending to the needs of my mother. We would greatly appreciate your consideration in granting us the exemption despite our tardiness.

Sincerely
Karen L Goodell
Jeffrey R. Goodell

April 28, 2023

To The Assembly:

I am requesting an approval of the senior citizen reduction in the value of my property. I am filing past the deadline because I was unaware of this opportunity and also the deadline. I appreciate your consideration in this matter.

Sincerely,

Joy Oberholtzer

Joy Oberholtzer

Patricia Harper
1220 Glacier Avenue, Apt. 308
Juneau, Alaska 99801

April 26, 2023

City and Borough of Juneau Assembly
155 S. Seward Street
Juneau, Alaska 99801

Dear Assembly Members,

I am writing to request that you approve late filing of my application for the senior citizen real property tax exemption.

I am embarrassed that I missed the deadline and to bother you with this, but would very much appreciate your approving this request, as not getting the exemption would strain my budget. I retired about a year ago, a little earlier than originally planned in part due to a medical issue, and while I get a small pension and am not without resources, I am still adjusting to the reality of a lot more money going out the door for expenses than is arriving as pension income. I will not qualify for Social Security benefits until late this year.

I very much appreciate that the City and Borough of Juneau provides the sales tax and property tax exemption relief for seniors. I am signed up for the sales tax exemption, but for me that applies only to groceries as I live in a condo complex where all utilities are shared, so there is no individual bill to which to apply the sales tax exemption. Every little bit helps. I love Juneau and hope to be able to continue to afford to live here in retirement.

This is the first year in which I qualify for the senior citizen real property tax exemption and I am unsure why I was unaware of the March 31 deadline, but I was. The accountant who did my taxes said my income level would qualify for the hardship exemption (an option I had been unaware of until he mentioned it) and told me the deadline for that was the end of April. I guess I somehow assumed the basic exemption application would have the same deadline and made a mental note to check on that before the end of April. As it turned out, with the $150,000 exemption applied, the property tax on the remaining value would be no more than 2% of my income, so I would get no relief and the application wasn't filed. Still, even if the basic exemption is applied, at the current mill rate, I will be paying many hundreds of dollars more in property tax than I had budgeted. Unfortunately, when I contacted the assessor's office on April 21 to check on the basic exemption, I was informed that I had missed the application deadline.

I apologize for my inattention that caused me to miss the deadline, and the inconvenience of bothering you with this minor request when you have so many important things to deal with. But, thank you for your consideration, and thank you for your service on the Assembly and to our community.

Sincerely,

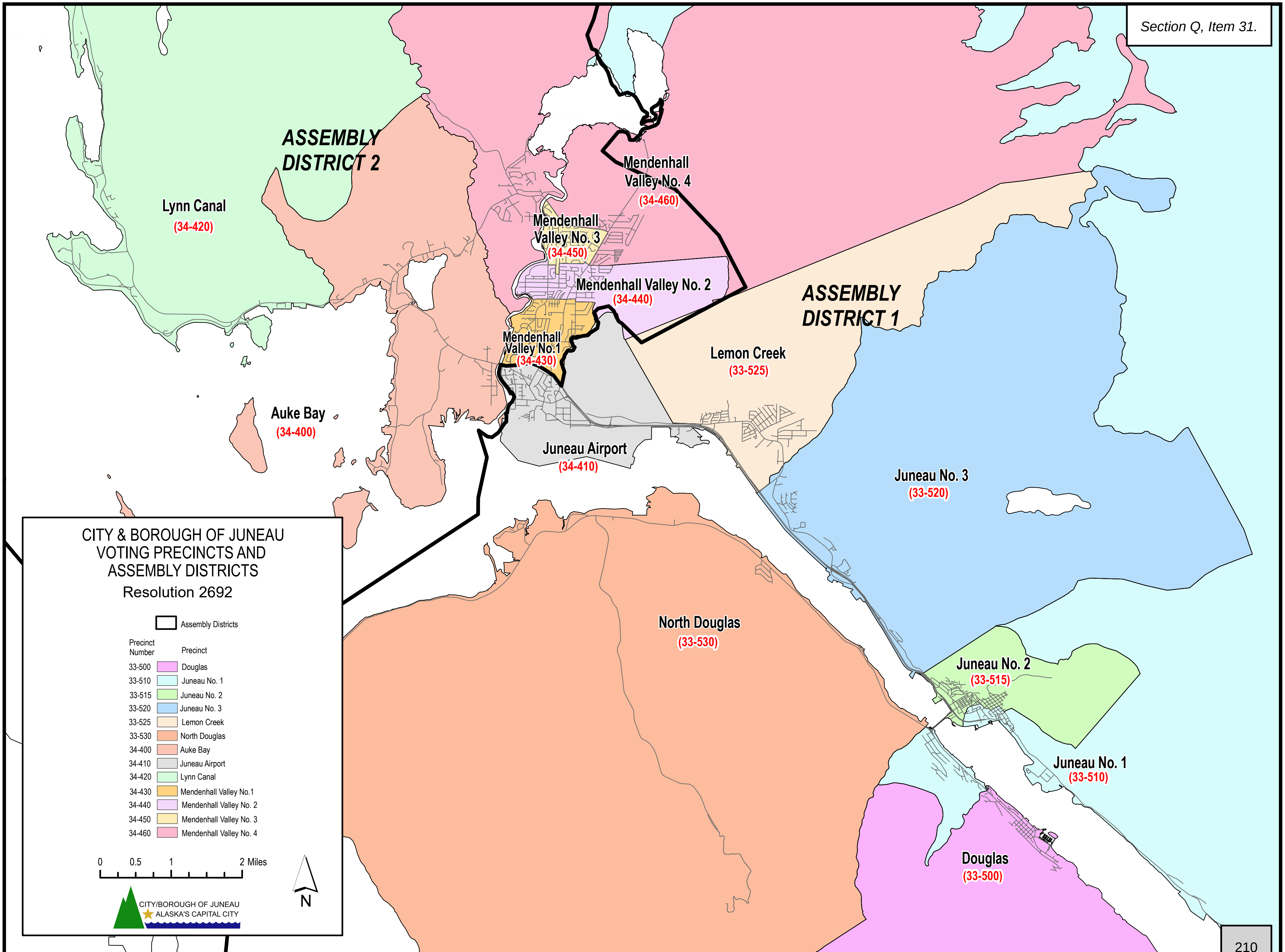
Patricia Harper

Patricia Harper

Landon Rector 4341 Windfall Ave Juneau, Ak 99801

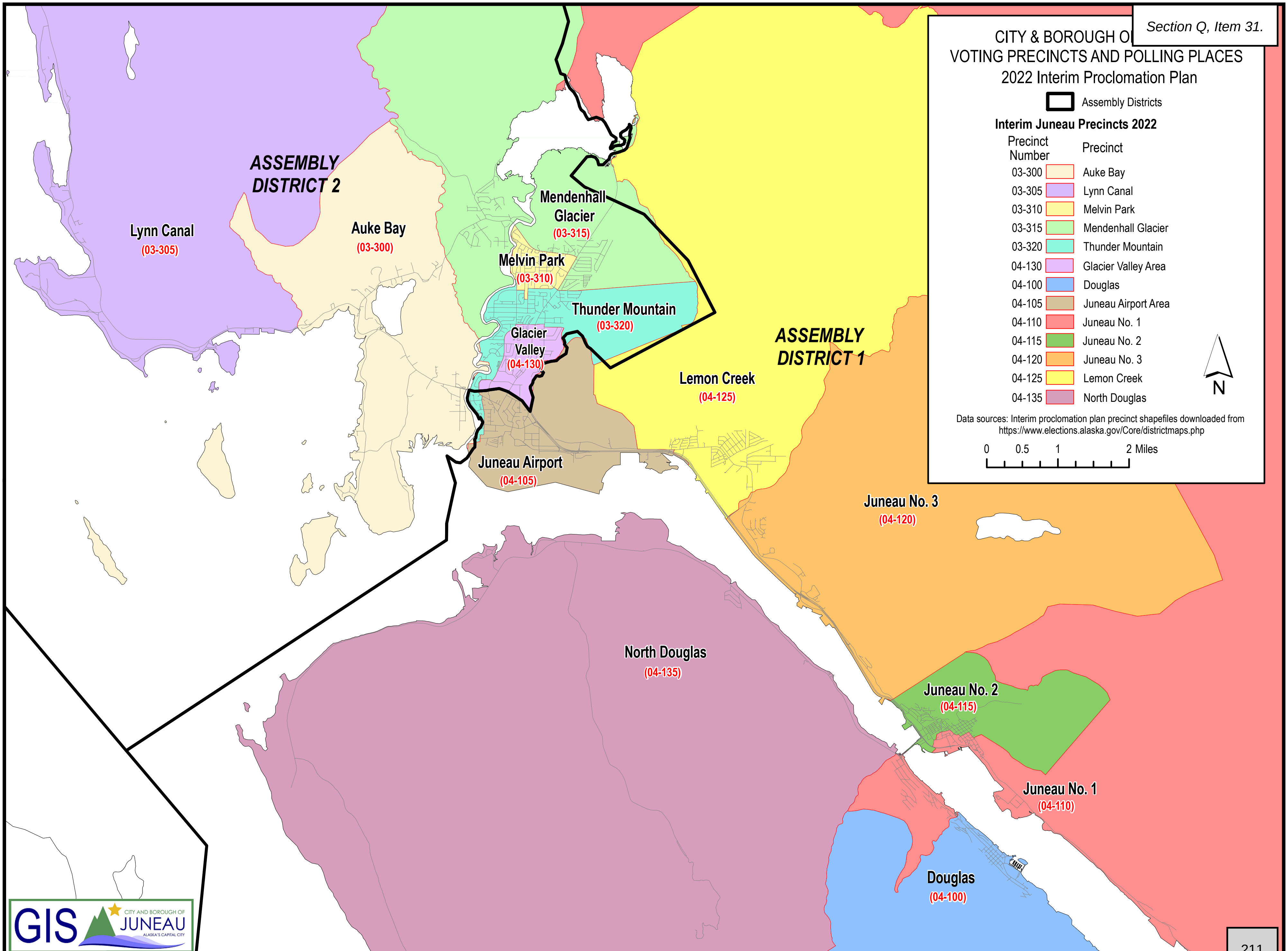
Hello,

Thank you for reviewing my application. I would like an extension for the deadline of March 31st.
Today is April 10th. I was unaware that I could file for tax exemption through the city for my property tax in my house. I have been a disabled Vet Since October 2020 at 60%. Attached are a disability letter and application; thank you for your time and consideration.

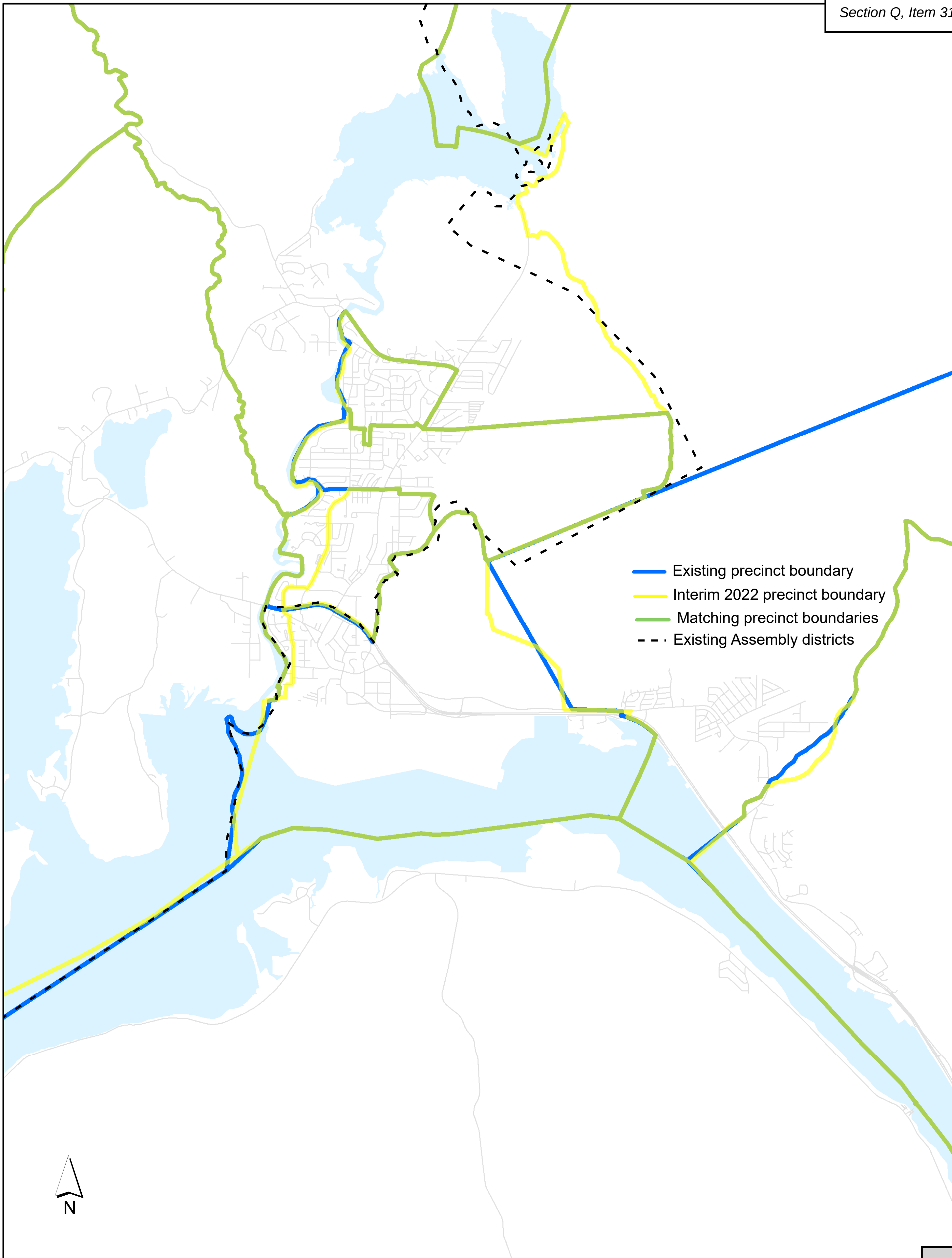


Project source: P:\quinn\Projects\CLERK\assembly districts 2014.mxd Map created on 6/5/2014 Revised on 7/21/2014 Revised on 5/28/2015 Revised on 2/17/2016 Revised on 6/9/2016

2023 temporary revision



Project source: P:\quinn\Projects\CLERK\assembly districts 2022.mxd


Existing precinct boundary
Interim 2022 precinct boundary
Matching precinct boundaries
Existing Assembly districts
N