



REGULAR ASSEMBLY MEETING 2023-01

AGENDA

January 09, 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:

Duncan Rorie Watt, City Manager

A. FLAG SALUTE

B. LAND ACKNOWLEDGEMENT

1. We acknowledge that the City and Borough of Juneau is on Tlingit land, and wish to honor the people of this land, the Auk Kwaan and Taku Kwaan. 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

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. For in-person participation at the meeting, a sign-up sheet will be made available at the back of the Chambers and advance sign-up is not required. Members of the public are encouraged to send their comments in advance of the meeting to BoroughAssembly@juneau.org.

E. APPROVAL OF MINUTES

- [3.](#) July 11, 2022 Regular Assembly Meeting 2022-17 DRAFT Minutes
- [4.](#) August 16, 2022 Special Assembly Meeting 2022-20 DRAFT Minutes
- [5.](#) August 25, 2022 Special Assembly Meeting 2022-21 DRAFT Minutes

F. MANAGER'S REQUEST FOR AGENDA CHANGES

G. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

H. CONSENT AGENDA

Public Request for Consent Agenda Changes

Assembly Request for Consent Agenda Changes

Assembly Action

I. Ordinances for Introduction

6. Ordinance 2022-48(b) An Ordinance Related to City and Borough of Juneau Land Management Plan Duration, Restrictions, and Authority.

This ordinance amends the governing codes related to the CBJ Land Management Plan. Section 2 of this ordinance would extend the viability of a land management disposal determination from two years to ten years, which can remove unnecessary burdens in the land disposal process. Section 3 of this ordinance would amend the general powers of the Docks and Harbors Board to be consistent with the land management provisions of Title 53. Section 4 of this ordinance would remove the requirement for Docks and Harbors to have its own land management plan and would amend the code to clarify what Docks and Harbors should consider when it develops land disposal and land use policies.

If this ordinance is adopted, staff will review the 2016 Land Management Plan to see if any amendments are necessary, especially related to Docks and Harbors managed property.

The Assembly Lands, Housing, and Economic Development Committee reviewed this ordinance on September 26, 2022. The Assembly Committee of the Whole reviewed and amended this ordinance on December 19, 2022, which is reflected in version b (page 4, lines 17-18). The Docks and Harbors Board or committee reviewed this topic on July 20, 2022; July 28, 2022; August 25, 2022; September 21, 2022; and September 29, 2022.

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)(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 expressed interest in investing \$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.

The Committee of the Whole discussed this request at the November 28, 2022 meeting.

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)(AE) An Ordinance Appropriating \$300,000 to the Manager for the Downtown Subport Planning Capital Improvement Project; Funding Provided by Port Development Fees.

This ordinance would appropriate \$300,000 of port development fees for cruise ship dock planning at the downtown subport. A coordinated waterfront planning effort led by CBJ ensures the entities involved do so collaboratively and with community mindfulness, and allows CBJ to weigh competing interests in Juneau's Port.

The Committee of the Whole discussed this request at the December 19, 2022 meeting.

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

9. Ordinance 2022-06(b)(AF) An Ordinance Transferring \$30,000 from Information Technology to Community Development for a GIS Technician.

CBJ's GIS Technician position is currently split-funded between Information Technology (IT) and the Police Department (JPD). To better align the work of the technician with Community Development's

(CDD) GIS program objectives, this ordinance would transfer the remaining FY23 authority for the IT-funded portion of this position to CDD while maintaining staffing levels to JPD. This position will be included in CDD's FY24 budget request.

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

10. Ordinance 2022-06(b)(AG) An Ordinance Appropriating \$93,336 to the Manager for a Grant to Travel Juneau; Funding Provided by Hotel-Bed Tax Funds.

The Hotel-Bed Tax Fund has accumulated a sizeable balance as a result of much higher than anticipated tax revenue. Had this revenue been foreseen during the budget process, the annual Assembly grant issued to Travel Juneau for the purpose of tourism marketing would likely have been significantly larger. As such, this ordinance would make a supplemental grant to Travel Juneau for the 2023 fiscal year.

Travel Juneau will use this additional grant to reimburse \$93,336 of expenses associated with the 2022 Ironman Alaska event. These expenses include facility and equipment rentals, Ironman staff lodging, JPD and CCFR staff time, and an economic impact analysis of the event.

The Assembly Finance Committee reviewed this request at the January 4, 2023 meeting.

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

J. Resolutions

11. Resolution 3011 A Resolution Adopting Cruise Ship Tourism Policy Objectives from the Visitor Industry Task Force Final Report.

The Visitor Industry Task Force (VITF) met in 2019 and 2020. The final report was delivered in March of 2020. The Assembly accepted, but never formally adopted the VITF recommendations or the overarching policy objectives because the immediate challenges of COVID-19 required the Assembly's full attention. Staff's approach to date has been to deal with VITF-recommended issues as they arise. Even without adopting the specific recommendations from the VITF Final Report, the management of cruise ship tourism in the community would benefit from the Assembly adopting the five overarching policy objectives in this resolution.

The Assembly Committee of the Whole discussed this topic on November 28, 2022.

The City Manager recommends the Assembly adopt this resolution.

12. Resolution 3013 A Resolution of the City and Borough of Juneau Supporting the Homeporting of a U.S. Coast Guard Icebreaker in Juneau.

The intent of Resolution 3013 is to signal to the US Coast Guard and the Alaska Congressional Delegation unqualified support from our community to homeport an Arctic icebreaker in Juneau.

Our Congressional Delegation, led by Senator Sullivan, has communicated a vision to provide additional Alaskan-based federal assets to meet the emerging needs of an expanding Arctic. The Coast Guard reportedly has evaluated opportunities to acquire a commercially available icebreaker to potentially homeport in our state. Our local community would benefit immensely with the infusion of new federal personnel, including family members, which would accompany the homeporting of an icebreaker.

Although the recently enacted Congressional funding bill did not appropriate federal money to acquire a commercially available icebreaker, this resolution still demonstrates strong will from

Juneau that an icebreaker and additional Coast Guard personnel would be warmly welcomed to our community.

The City Manager recommends the Assembly adopt this resolution.

K. Bid Awards

13. BE23-120 Cedar Drive Pavement, Drainage and Utilities Improvements

This project generally includes reconstruction of Cedar Drive between Columbia Blvd. and Mendenhall Blvd. Bids were opened on this project on December 6, 2022. The bid protest period expired at 4:30 p.m. on December 9, 2022. Results of the bid opening are as follows:

North40 Construction Corp. \$1,168,580.00

Admiralty Construction, Inc. \$1,389,360.00

Engineer's Estimate: \$1,406,600.00

The City Manager recommends award of this project to North40 Construction Corp. for the total amount bid of \$1,168,580.00.

14. BE23-123 Teal Street Reconstruction

This project includes reconstruction of Teal Street from Jordan Avenue to Crest Street. Bids on this project were opened on December 1, 2022. The bid protest period expired at 4:30 p.m. on December 5, 2022. Results of the bid opening are as follows:

North40 Construction Corp. \$2,019,958.00

Admiralty Construction Inc. \$2,421,316.00

Engineer's Estimate: \$1,878,023.00

The City Manager recommends award of this project to North40 Construction Corp. for the total amount bid of \$2,019,958.00.

15. BE23-125 Tongass Boulevard Reconstruction Phase 2

This project includes reconstruction of Tongass Boulevard from the intersection of Dudley Street to Mendenhall Loop Road. Bids on this project were opened on December 9, 2022. The bid protest period expired at 4:30 p.m. on December 12, 2022. Results of the bid opening are as follows:

Admiralty Construction Inc. \$1,992,340.00

Engineer's Estimate: \$1,816,245.00

The City Manager recommends award of this project to Admiralty Construction, Inc. for the total amount bid of \$1,992,340.00.

L. Transfers**16. Transfer Request T-1048 A Transfer of \$1,400,000 from CIP U76-119 Mendenhall Wastewater Treatment Plant Improvements to CIP U76-122 Outer Drive and West Juneau Lift Station Improvements.**

This request would transfer \$1.4 million from the Mendenhall Wastewater Treatment Plant Improvements CIP to the Outer Drive and West Juneau Lift Station Improvements CIP. Cost escalation has increased the current construction estimates above available funding. 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. The Mendenhall Wastewater Treatment Plant Improvements CIP will retain adequate funding to cover near term project needs.

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

The City Manager recommends approval of this transfer.

17. Transfer Request T-1049 A Transfer of \$590,000 from CIP R72-149 Meadow Lane Improvements and CIP R72-155 Crest Street Reconstruction to CIP R72-152 Tongass Boulevard Phase II Reconstruction.

This request would provide \$590,000 in additional funding needed to complete project work on the Tongass Boulevard Phase II Reconstruction CIP. Cost escalation and significant degradation of a water main discovered during Phase I contributed to the need for additional funding. The Meadow Lane and Crest Street projects are nearly complete and will retain adequate funding to cover remaining project work.

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

The City Manager recommends approval of this transfer.

M. Liquor/Marijuana Licenses**18. 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.

Liquor License Renewals

License Type: Club Liquor License, AMCO License #4034

Licensee: Juneau Moose Lodge #700 d/b/a Loyal Order of Moose #700

Location: 8335 Airport Blvd., Juneau

License Type: Restaurant Eating Place Liquor License, AMCO License #4731

Licensee: DJ LLC d/b/a Asiana Gardens

Location: 9116 Mendenhall Mall Road, Juneau

License Type: Beverage Dispensary Liquor License, AMCO License #2844

Licensee: Sandbar Inc. d/b/a The Sandbar

Location: 2525 Industrial Blvd., Juneau

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

protest the renewal applications. Copies of the documents associated with these licenses are available in hardcopy upon request to the Clerk's Office.

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

N. City/State Project Review

19. CSP2022-05: City Project Review for Bartlett Regional Hospital's Emergency Department addition and renovation.

At its regular meeting on December 13, 2022, the Planning Commission recommended APPROVAL to the Assembly for adding 4,000 square feet to the hospital's existing Emergency Department, demolishing the existing ambulance bay and building a new 1,300 square foot bay, and renovating 7,500 square feet of the existing Emergency Department space. Site work will include providing a cul-de-sac style turn around near Wildflower Court, changing the direction that ambulances approach the ambulance bay, and providing a pedestrian sidewalk around the new bay and patient drop off area. The total cost of the project is approximately \$17 million.

The City Manager recommends that the Assembly APPROVE the project.

O. PUBLIC HEARING

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

On July 6, 2022, Moline Investment Management submitted an application to the CBJ Lands and Resources Department to purchase approximately 11 acres of CBJ property at Pederson Hill with the intention of pursuing a re-zone to achieve increased density for a housing project. On August 8, 2022, the Lands, Housing, and Economic Development Committee reviewed and provided a motion of support to negotiate the disposal of CBJ property.

On July 25, 2022, the applicant submitted an application to the Community Development Department for a re-zone and on September 13, 2022, at its regular meeting, the Planning Commission reviewed and recommended that the Assembly adopt the re-zone. (AME2022 0005) Both zoning districts allow for up to 10 dwelling units per acre; however, D10-SF provides only for the development of single-family dwellings, while D10 allows multifamily structures. This re-zone conforms with the 2013 Comprehensive Plan, the 2016 Housing Action Plan, and the 2016 Economic Development Plan.

If the re-zone is approved, the applicant will need to complete a purchase and sales agreement for the property. Prior to development, the applicant will need to acquire all necessary permits and Planning Commission approval if necessary.

The Systemic Racism Review Committee reviewed this request at the December 13, 2022, meeting and forwarded it to the full Assembly for public hearing.

The City Manager recommends the Assembly adopt this ordinance.

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

This ordinance would allow the CBJ to accept \$10M from Goldbelt Inc for the installation of the gondola and associated facilities. In exchange for the capital contribution, the CBJ would share summer revenues from the gondola project. Notably, the City and Borough of Juneau is not pledging taxes, revenue from taxes, or the full faith and credit of the municipality. Goldbelt, Inc. is uniquely situated to execute a revenue sharing agreement with the CBJ because Goldbelt, Inc. owns the Goldbelt Tram Alaska, which

eliminates competition concerns, encourages diversification of impacts and sustainable use of both aerial conveyances, and Goldbelt, Inc. has a natural financial interest to see both aerial conveyances prosper while benefiting the community.

This topic has been discussed at numerous meetings of the Assembly Finance Committee and Assembly Committee of the Whole since the spring of 2022. The Systemic Racism Review Committee reviewed this request at the December 13, 2022, meeting and forwarded it to the full Assembly for public hearing.

The City Manager recommends the Assembly adopt this ordinance.

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

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

The Assembly Committee of the Whole discussed this topic on November 7, 2022. The Systemic Racism Review Committee (SRRRC) reviewed this ordinance on December 13, 2022. On January 3, 2023, the PRAC reviewed this ordinance and unanimously recommended the Assembly adopt it with a proposed amendment, which is presented by Assemblymember Smith. On January 9, 2023, the Assembly Human Resources Committee is scheduled to consider this item in light of the SRRRC discussion.

The City Manager recommends the Assembly adopt this ordinance with Assemblymember Smith's amendment.

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

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

On December 19, 2022, the Lands, Housing, and Economic Development Committee reviewed and recommended the Assembly adopt this ordinance. The Systemic Racism Review Committee reviewed this request at the December 13, 2022, meeting and forwarded it to the full Assembly for public hearing.

The Manager recommends the Assembly adopt this ordinance.

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

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

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

Eaglecrest Gondola CIP (E28-102) \$ 40,000

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

The Systemic Racism Review Committee reviewed this request at the December 13, 2022 meeting and forwarded it to the full Assembly for public hearing.

The City Manager recommends the Assembly adopt this ordinance.

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

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

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

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

The Systemic Racism Review Committee reviewed this request at the December 13, 2022 meeting and forwarded it to the full Assembly for public hearing.

The City Manager recommends the Assembly adopt this ordinance.

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

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

The Public Works and Facilities Committee reviewed this request at the December 19, 2022 meeting. The Systemic Racism Review Committee reviewed this request at the December 13, 2022 meeting and forwarded it to the full Assembly for public hearing.

The City Manager recommends the Assembly adopt this ordinance.

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

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

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

The City Manager recommends the Assembly adopt this ordinance.

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

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

The Public Works and Facilities Committee reviewed this request at the December 19, 2022 meeting. The Systemic Racism Review Committee reviewed this request at the December 13, 2022 meeting and forwarded it to the full Assembly for public hearing.

The City Manager recommends the Assembly adopt this ordinance.

P. UNFINISHED BUSINESS

Q. NEW BUSINESS

29. Goldbelt and CP Marine Application for a Land Trade

Goldbelt, Inc. and CP Marine Inc. submitted an application proposing a land trade near the Seadrome Building to develop a new visitor oriented building in support of the Juneau tourism market. On August 25, 2022, the Docks and Harbors Board reviewed the proposal and passed a motion of support. On December 19, 2022, the Assembly Lands, Housing, and Economic Development Committee recommended the Assembly authorize negotiations for the land trade pursuant to CBJC 53.09.260.

The City Manager requests the Assembly authorize negotiations with Goldbelt and CP Marine for a land trade.

30. Notice of Appeal #2022-AA07: Bayhouse Properties LLC v. Planning Commission

On November 22, 2022 the Planning Commission denied an application from Bayhouse Properties LLC for a Conditional Use Permit, USE2022-0011, for the development of condominiums with up to 21 dwelling units, zoned Waterfront Commercial located at 11485 Auke Bay Harbor Road. Mitch Falk, the representative for Bayhouse LLC, filed a timely appeal on December 16 with the Municipal Clerk's office.

In accordance with the Appeals Code, the Assembly must decide whether to accept or reject the appeal. If you determine, after liberally construing the notice of appeal in order to preserve the rights of the appellant, that there has been a failure to comply with the appellate rules, or if the notice of appeal does not state grounds upon which any of the relief requested may be granted, you may reject the appeal.

If the appeal is accepted, you must decide whether the Assembly will hear the appeal itself or if it will assign the appeal to a hearing officer. If you decide to hear the appeal yourselves, a presiding officer should be appointed.

In hearing an appeal, the Assembly would sit in its quasi-judicial capacity and must avoid discussing the case outside of the hearing process. (See CBJ 01.50.230, Impartiality.)

The City Attorney recommends the Assembly accept the appeal and appoint a presiding officer.

R. STAFF REPORTS

31. M/V Tagish Update

S. ASSEMBLY REPORTS

Mayor's Report

Committee and Liaison Reports

Presiding Officer Reports

T. ASSEMBLY COMMENTS & QUESTIONS

U. CONTINUATION OF PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

V. EXECUTIVE SESSION

W. SUPPLEMENTAL MATERIALS

X. ADJOURNMENT

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

THE CITY AND BOROUGH OF JUNEAU, ALASKA
REGULAR ASSEMBLY MEETING
DRAFT Meeting Minutes – July 11, 2022

MEETING NO. 2022-17: The Regular Assembly Meeting of the City and Borough of Juneau Assembly was held at City Hall and virtually via Zoom Webinar and called to order by Mayor Beth Weldon at 7:00p.m.

I. FLAG SALUTE

II. LAND ACKNOWLEDGMENT

Deputy Mayor Maria Gladziszewski 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 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 a part of this community, and to honor the culture, traditions, and resilience of the Tlingit people. *Gunalchéesh!*

III. ROLL CALL

Assemblymembers Present: Mayor Beth Weldon, Deputy Mayor Maria Gladziszewski, ‘Wáahlaal Gíidaak, Carole Triem, Alicia Hughes-Skandijs, and Wade Bryson

Assemblymembers Absent: Michelle Hale, Greg Smith, Christine Woll

Staff Present: City Manager Rorie Watt, Deputy City Manager Robert Barr, City Attorney Robert Palmer, Municipal Clerk Beth McEwen, Deputy Clerk Diane Cathcart, Assistant City Attorney Sherri Layne, Finance Director Jeff Rogers

IV. SPECIAL ORDER OF BUSINESS

A. Instruction for Public Participation

Ms. McEwen provided instruction to the listening public on how to participate in the meeting via the Zoom platform.

B. Recognition of Senator (& Former CBJ Mayor) Dennis Egan on his recent passing. City Manager Rorie Watt shared that Senator Egan has served many roles in the Juneau community. Mr. Watt said that as a teenager, Dennis Egan was a colorful character and had some adventures growing up in Juneau and specifically during his years growing up in the governor’s mansion. Mr. Watt said that later, Dennis became a business owner and radio host on Problem Corner and his voice was very well known within our community. He joined the Assembly and then became Mayor. He was known as a notorious note passer, ran meetings well, and was a lot of fun to be around. He was very active in the Alaska Municipal League and eventually became Juneau’s Senator in the Alaska Legislature where he served a number of years. Mr. Watt said that Dennis was “one of us and was Juneau through and through.” Juneau has lost a

wonderful member of its family and may he rest in peace satisfied for a lifetime of service to the capital city.

C. Recognition of Police Chief of the Year - Ed Mercer. Mayor Beth Weldon said that Chief Mercer has been serving the Juneau community within the police department for the past 22 years and as Chief for the past five years. Serving as a leader in policing means regularly having to guide colleagues, his officers and our community through some of its most challenging crises. Chief Mercer has successfully navigated Juneau and our community through more than his share of these. This sort of work requires levels of integrity, character, political understanding and compassion that are rarely seen together. Perhaps the strongest evidence that Chief Mercer brings these traits to the table is the manner in which he is respected by all comers; from his officers and staff, to CBJ Managers and departments, the Assembly, and the community at large. Chief Mercer has worked on and led numerous initiatives within JPD, consistently and persistently Chief Mercer drives the importance of Juneau's leadership from a policing perspective. Chief Mercer knows that the most long-term/value producing work comes from partnerships across the state and country and Juneau has seen that through his work with the community policing program as well as his work in developing the regional high intensity drug trafficking task force. Mayor Weldon said that it was in light of these traits and accomplishments that his colleagues have recognized Chief Mercer as Alaska's Police Chief of the Year for 2022.

Chief Mercer thanked the Mayor and said he shares this honor with his JPD team, Deputy Chief David Campbell, his command staff and officers, and all the JPD staff. He recognized his wife Kelly and son Gabe Mercer for their support and for the support of his peers across the state of Alaska.

V. APPROVAL OF MINUTES

A. May 16, 2022 Regular Assembly Meeting #2022-12 DRAFT Minutes

Hearing no objections, the minutes of the May 16, 2022 Assembly Meeting were approved by unanimous consent.

VI. MANAGER'S REQUEST FOR AGENDA CHANGES

None.

VII. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

Jim Powell, North Douglas resident, an Assistant Research Professor at UAS, presented the Juneau's Changing Climate & Community Response report. He said in the 15 years since UAS convened a scientific panel, it first examined the impacts of climate change on our community. The community and citizen initiatives have built on the foundations of the first report. He said that was a unique report back in 2007 and at that time many communities did not have similar reports. At that time, they compiled the information it was pioneering and this new report expands upon and updates the original report and is on less shaky foundation. He thanked, then Mayor Bruce Botelho and former Dean Brennan Kelly, who worked together to spear the original report. It was all volunteer then and this updated version is largely volunteer with some funding provided by CBJ and UAF. He said that they brought together 22 authors, including himself, to try to figure out all the impacts of climate change on the community. He noted that

this report has 9 key messages on pages 6-7 which are intended to be a quick reference. He said that five of those pieces are natural science related. He said they have highlighted some of the things that Juneau has done to address climate change so it is not only a report on the impacts but also about the adaptations being done. He mentioned a lot of the efforts of Juneau's non-profits as well. One in particular that he mentioned was Tlingit & Haida who had come out with their own report just before this effort was taken up. Mr. Powell said that there is a webinar scheduled Thursday, July 14 at 9:00 am during which many of the scientists will be present to dig into the report details.

Kim Metcalf, a Basin Road resident, spoke about traffic on Basin Road. She said that traffic up on Basin Road is a problem year around but becomes increasingly bad during cruise ship season. She said that she checked with JPD about getting a traffic counting device and she was told that they could provide that information from the speed trailer that they had already installed. She said that during the week of June 16-23, the lowest number of vehicles on the road was on Sunday, June 16 with 282 vehicles. The highest number of vehicles during that period was on Friday, June 22 with 499 vehicles. She said the study only listed one week. She asked the Assembly to imagine 998 vehicles driving through their neighborhood on a high traffic day and on a low traffic day 564 vehicles. She said she doubled the numbers because Basin Road is a dead end road and what goes up, must come back the same way. She said that the area that people drive is zoned residential and Basin Road itself is zoned rural reserve. She said they are not zoned commercial and she would like to see the area free from commercial use. She said the road has no sidewalks, it is failing in places and the width of the road does not allow for two large vehicles to pass, especially the larger tour buses that come through daily. She said that after this season, she is going to ask the city to close the gate at the Mt. Roberts trailhead year round and stop issuing permits to commercial businesses. She said they've been here before and while it hasn't worked, she's going to keep trying. She said that in the meantime, she is asking staff and volunteers of Travel Juneau be asked to stop directing traffic to Last Chance Basin. She is asking people who use the area to walk their dogs to use the dog park at Cope Park. She is asking runners, hikers, cyclists to walk or cycle up to the trailheads rather than drive. She emphasized for those that do drive there to please observe the speed limits which are posted and are 10 mph on road and 5mph on bridges. She then distributed a copy of the traffic study that she was provided by JPD.

Ms. Paula Terrell had signed up to participate via Zoom. Ms. Terrell was not on zoom but Ms. Metcalfe shared that Ms. Terrell informed her that if she wasn't able to connect via zoom, she also wanted to express her concerns also about the traffic on Basin Road. She said that Ms. Terrell was almost hit by a vehicle on Basin Road when she was up there walking recently.

VIII. CONSENT AGENDA

A. Public Requests for Consent Agenda Changes, Other Than Ordinances for Introduction

None.

B. Assembly Requests for Consent Agenda Changes

None.

C. Assembly Action

MOTION by Maria Gladziszewski to approve the Consent Agenda and asked for unanimous consent. *Hearing no objections, the Consent Agenda was adopted by unanimous consent.*

C. Assembly Action

a. Ordinance 2022-34 An Ordinance Providing for the Levy and Collection of a Temporary 1% Areawide Sales Tax on the Sale Price of Retail Sales, Rentals, and Services Performed within the City and Borough of Juneau, to be Effective October 1, 2023, and Providing for a Ballot Question Ratifying the Levy.

This ordinance would place the question of extending the 1% temporary sales tax on the October 4, 2022, regular municipal election ballot. The current 1% temporary sales tax expires on September 30, 2023. If approved, the temporary 1% tax would be extended for five years, until September 30, 2028.

If extended, the temporary tax is estimated to generate a total of \$60.2 million in sales tax revenue. The Assembly has designated funds to the following projects areas:

- Deferred maintenance of CBJ and JSD facilities
- Replacement public safety equipment for JPD and CCFR
- Redevelopment of Gastineau Avenue, Telephone Hill, and North SOB Parking Garage
- Affordable housing initiatives, including further development of Pederson Hill
- Harbor expansion and maintenance
- Childcare support
- Lemon Creek multi-modal path
- Relocation of City Museum
- Contribution to the Restricted Budget Reserve
- Information technology upgrades

This topic was reviewed by the Assembly Finance Committee at its meeting on March 12, and by the Committee of the Whole at its meetings on May 2 and June 27. The Committee of the Whole recommended the ordinance be brought to the full Assembly for consideration.

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

b. Ordinance 2022-37 An Ordinance Authorizing the Issuance of General Obligation Bonds in the Principal Amount of Not to Exceed \$35,000,000 to Finance Construction and Equipping of a New City Hall for the City and Borough, and Submitting a Proposition to the Voters at the Election to Be Held Therein on October 4, 2022.

This ordinance would send a bond package to the voters to consider in the municipal election on October 4, 2022. This ordinance would send one general obligation bond proposition of up to \$35 million for the construction and equipment of a new city hall. The total project cost, with underground

parking, is currently estimated at \$41.3 million, and the Assembly has already appropriated \$6.3 million of general funds.

The Committee of the Whole selected 450 Whittier Street as the preferred site for a new city hall during the April 11, 2022 meeting. The Assembly requested staff draft an ordinance to submit a proposition to the voters on the October 4, 2022 election ballot during the June 6, 2022 Committee of the Whole meeting.

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

- c. **Ordinance 2022-38 An Ordinance Authorizing the Issuance of General Obligation Bonds in the Principal Amount of Not to Exceed \$6,600,000 to Finance Construction and Equipping of Park Improvements within the City and Borough, and Submitting a Proposition to the Voters at the Election to Be Held Therein on October 4, 2022.**

This ordinance would send a bond package to the voters to consider in the municipal election on October 4, 2022. This ordinance would send one general obligation bond proposition of up to \$6.6 million for the construction and equipment of park improvements within CBJ, including:

- Turf and track surfacing for sports facilities at Adair Kennedy Park
- A new public use cabin
- Areawide trail maintenance

The Committee of the Whole discussed this request during the June 27, 2022 meeting.

This ordinance is being introduced at the request of the Mayor.

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

- d. **Ordinance 2021-08(b)(am)(AT) An Ordinance Appropriating \$500 to the Manager for the Bartlett Regional Hospital Rainforest Recovery Center; Funding Provided by a Donation from the Second to None Motorcycle Club.**

This ordinance would appropriate a \$500 donation from the Second to None Motorcycle Club for Bartlett Regional Hospital's Rainforest Recovery Center to support addiction rehabilitation and recovery programs throughout the state.

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

e. Ordinance 2022-06(b)(E) An Ordinance Appropriating \$40,000 to the Manager to Conduct a Statistically Valid Survey of Juneau Voters Related to Removing Sales Tax on Food; Funding Provided by General Funds.

This ordinance provides funding to the Manager to contract with a research firm experienced in conducting statistically valid surveys. The firm will provide survey design services and conduct the survey. The survey will begin with education on the topic and conclude with questions that 1) assess whether or not the survey taker approves of removing sales tax on food, and 2) regardless of their approval, seeks input on the method by which CBJ revenue should be replaced if sales tax were removed from food. Revenue replacement options would include annual sales tax, seasonal sales tax, and property tax. The Assembly discussed and decided to proceed with this survey at its June 27, 2022 Committee of the Whole meeting.

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

f. Ordinance 2022-30 An Ordinance Amending the Official Zoning Map of the City and Borough to Change the Zoning of Catholic Community Services Property Located near 1800 Glacier Highway, from D-10 to Light Commercial.

At its regular meeting on April 12, 2022, the Planning Commission recommended the Assembly rezone 2.6 acres from D10 (residential) to Light Commercial. The property is across from Wickersham Drive, and is recognizable by the Bridge Adult Day Care and AKcess paratransit service. The Planning Commission based its recommendation on recent Assembly decisions that found Light Commercial to conform to the 2013 Comprehensive Plan of Medium Density Residential.

The City Manager recommends the Assembly introduce this ordinance and refer it to the Lands, Housing, and Economic Development Committee.

g. Ordinance 2022-36 An Ordinance Amending the Sales Tax Code to Exempt Veteran Organizations.

Juneau's Sales Tax Code exempts sales by non-profit organizations and to non-profit organizations from the imposition of sales tax. That exemption is limited to organizations with 501(c)(3) and 501(c)(4) designations from the Internal Revenue Service. However, veterans' service organizations, such as the American Legion, are separately designated by the IRS as non-profit organizations under 501(c)(19). This ordinance extends the non-profit sales tax exemption to eligible 501(c)(19) veterans' service organizations.

This ordinance is being introduced at the request of the Mayor.

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

g. Ordinance 2022-06(b)(B) An Ordinance Appropriating \$20,000 to the Manager for Short-Term Rental Data Collection; Funding Provided by Hotel-Bed Tax Funds.

The Assembly discussed the topic of short-term rentals and provided direction to begin the process of collecting data on short-term rentals so the Assembly can be better equipped to make policy decisions. This appropriation would enable the Manager to contract with a third-party vendor that monitors short term rental websites to report data about the location and ownership of short term rental units, number of nights rented, type of short term rental (i.e. full-house, shared house, apartment), and estimated rental rates.

In addition to the June 6 Committee of the Whole meeting, the Assembly discussed the registration piece of this topic at its July 7th Finance Committee meeting.

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

h. Ordinance 2022-06(b)(C) An Ordinance Appropriating \$25,000 to the Manager to Publicly Oppose the Repeal of Mandatory Real Estate Price Disclosure; Funding Provided by General Funds.

In October 2020, the Assembly adopted Ordinance 2020-47(am) to require the disclosure of real estate transaction prices to the Borough Assessor. Due to lack of compliance and legal issues with the confidential provision with the original ordinance, the Assembly amended the law by ordinance in February 2022 to make sales prices public and institute a civil fine for failure to disclose. A referendum to repeal these ordinances has been certified for the October 2022 ballot. The Assembly's stated intent with these ordinances was to give the Assessor more access to market sales information in the interest of more accurate assessments for all property owners. A repeal would give the Assessor less information which would force the Assessor to speculate about real estate market activity. Less sales information and more speculation about the market would result in less accurate assessments that are more prone to surprising value corrections. With passage of this appropriating ordinance, the Assembly and appointed officials would be able to publicly support the merit of mandatory price disclosure and oppose its repeal.

The Assembly may determine that it is inappropriate for staff to advocate for the outcome of this ballot proposition and may decline to adopt this Ordinance. During public hearing of this Ordinance, the Assembly should debate the best way to provide the public with information about the reasons why the Administration recommended and the Assembly approved the requirement for disclosure of property sale prices. As it is likely that the sponsors of the referendum will advocate in favor of passage, it is important for the Assembly to consider how the public may understand its action in balancing the needs of privacy of financial information and the needs of equitable taxation.

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

i. Ordinance 2022-06(b)(D) An Ordinance Appropriating \$25,000 to the Manager to Publicly Support a General Obligation Bond for the Construction and Equipment of a New City Hall; Funding Provided by General Funds.

The Committee of the Whole selected 450 Whittier Street as the preferred site for a new city hall during the April 11, 2022, meeting. The Assembly requested staff draft an ordinance to submit a proposition to the voters on the October 4, 2022, election ballot during the June 6, 2022, Committee of the Whole meeting. This ordinance would appropriate \$25,000 for the Assembly and appointed officials to advocate for this proposition and educate the public of the merits of construction of a new city hall prior to the October election.

Whether or not to authorize the construction of a new City hall is an important long-term decision for the community. In accordance with AS 15.13.145, this ordinance will allow staff to properly and accurately convey information to the public and will allow staff to participate in debates regarding the merits of the proposal.

Absent municipal participation in this important public decision, voters are likely to not have access to the facts or best arguments in favor of the proposal for a new City Hall.

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

2. Resolutions

a. Resolution 2990 A Resolution Authorizing the Installation of Eleven Totem Poles in Overstreet Park and Authorizing the City Manager to Enter into a Memorandum of Agreement with Sealaska Heritage Institute for the Creation, Installation, and Maintenance of the Totem Poles.

Southeast Alaska is the ancestral home of the Tlingit, Haida, and Tsimshian people. Totem poles express Southeast Alaskan Native communities' histories, values, and cultures. The Sealaska Heritage Institute secured a grant to commission totem poles from Tlingit, Haida, and Tsimshian master artists. This resolution would authorize the placement of up to twelve totem poles along the waterfront in Overstreet Park in downtown Juneau. The proposed totem poles will comprise part of Kootéeyaa Deiyí, a totem pole trail. Each totem pole will be accompanied by an interpretive storyboard identifying the pole's clan and crests, and providing information related to the pole's artwork.

The City Manager recommends the Assembly adopt this resolution.

b. Resolution 2992 A Resolution Authorizing the Manager to Convey an Access Easement across City Property to Secon, Inc., the Owner of Hidden Valley Subdivision, Tract A, Near Lemon Creek, and Repealing Resolution 2978.

Earlier this year the Assembly adopted Resolution 2978, which authorized a 30-year non-exclusive easement across city property to Secon for access to their property. After the resolution was adopted, Secon reached out to the Lands Office and requested this easement be perpetual due to the upfront costs of building bridges in locations that are expected to last longer than the 30 year time frame. This access easement, at either easement duration, is beneficial for the water quality of Lemon Creek as it bypasses an existing area prone to slope failure, which causes turbidity spikes.

If approved, the new resolution would replace Resolution 2978 and allow the easement to be perpetual.

The Assembly Lands, Housing, and Economic Development committee recommended adoption of this easement at its meeting on June 6, 2022.

The Manager recommends the Assembly adopt this resolution.

c. Resolution 2994 A Resolution Amending the Personnel Rules and Approving Economic Terms between the City and Borough of Juneau and Non-represented Employees for Fiscal Years 2023, 2024, and 2025.

This resolution would provide Assembly approval for certain economic terms of employment in FY23 to FY25 for non-represented employees and approve the corresponding changes to the Personnel Rules. Specifically, this resolution approves annual wage increases of 5.5%, 2%, and 2% for FY23, FY24, and FY25 and increases to the employer contribution to health insurance by approximately 5% each year in FY23 and FY24 and up to 5% in FY25. Starting in FY23 there are also \$.50 per hour increases to shift differentials that are provided in the Personnel Rules and other language changes in Personnel Rule 18 that related to these economic terms.

The resolution is accordance with previous Assembly direction.

The City Manager recommends this resolution be adopted.

d. Resolution 2995 A Resolution Ratifying the Labor Agreement between the City and Borough of Juneau and the Public Safety Employees Association, AFSCME Local 83, AFL-CIO, for Fiscal Years 2023, 2024, and 2025.

This resolution would provide Assembly ratification, as required by CBJ 44.10.020, of the terms of the tentative agreement negotiated between the City and Borough of Juneau and the Public Safety Employees Association (PSEA) for a collective bargaining agreement that will go into effect on July 1, 2022 and expire on June 30, 2025.

The tentative agreement includes economic modifications of annual wage increases of 5.5%, 2%, and 2% during the three fiscal years of the contract. In addition, there are increases to the employer contribution to health insurance of approximately 5% for the first two fiscal years and an employer contribution increase of up to 5% in the third fiscal year of the contract.

In addition, there are increases to other premium pays and there are operational changes that will increase administrative efficiencies and facilitate a more harmonious and cooperative workplace. An overview of the agreement is included in your packet.

This tentative agreement has been ratified by the PSEA membership and the economic terms are in keeping with Assembly direction.

The Manager recommends the Assembly adopt this resolution.

e. Resolution 2996 A Resolution Ratifying the Labor Agreement between the City and Borough and the Marine Engineers Beneficial Association for Fiscal Years 2023, 2024, and 2025.

This resolution would provide Assembly ratification, as required by CBJ 44.10.020, of the terms of the tentative agreement negotiated between the City and Borough of Juneau and the Marine Engineers Beneficial Association (MEBA) for a collective bargaining agreement that will go in effect on July 1, 2022, and expire on June 30, 2025.

The tentative agreement includes economic modifications of annual wage increases of 5.5%, 2%, and 2% during the three years of the contract, increases to the employer contribution to health insurance of approximately 5% each year for first two years of the contract and up to 5% in the third year. There are also \$.50 per hour increases to swing, grave, and weekend shift differential, effective in the first year of the contract. In addition, there are minor housekeeping language changes to the collective bargaining agreement.

This tentative agreement has been put out for ratification vote by the MEBA membership, but the voting period is not yet complete, so the votes have not been counted. Assembly ratification of this tentative agreement is conditioned on MEBA ratification of the tentative agreement.

The economic terms are in keeping with Assembly direction.

The City Manager recommends this resolution be adopted.

3. Bid Award

a. RFB 23-001 Hazardous Waste Processing and Facility Management

This is a term contract for household hazardous waste processing and facility management. Bids on this project were opened on April 28, 2022. The protest period ended June 15, 2022. The following bids were received:

Bidder	Total Bid
Clean Harbors Environmental Services	\$ 799,122.72
US Ecology Alaska, LLC	\$1,122,894.20
Clean Earth Environmental Solutions	\$1,398,324.80
Waste Management National Services	\$ 764,246.48 (non-responsive)

The City Manager recommends award of this project to Clean Harbors Environmental Services on the basis of having the lowest responsive and responsible bid price in the amount of \$799,122.72. Waste Management National Services was previously approved by the Assembly, but its bid was deemed non-responsive due to conditioning of the bid. The difference between Waste Management and Clean Harbors is \$34,876.24.

4. **Liquor License**

a. **Liquor License Renewals**

- Liquor License Renewals
License Type: Beverage Dispensary, License #648
Licensee: YC Juneau Hotel, LLC d/b/a Westmark Baranof Hotel
Location: 127 N. Franklin St., Juneau
- License Type: Package Store, License #3507
Licensee: Carr-Gottstein Foods Co. d/b/a Oaken Keg Spirit Shops #1820
Location: 3011 Vintage Blvd, Juneau
- License Type: Restaurant/Eating Place, License #3049
Licensee: Valley Restaurant, LLC d/b/a The Valley Restaurant
Location: 9320 Glacier Hwy, Juneau
- License Type: Restaurant/Eating Place, License #4405
Licensee: Tides Complex, Inc. d/b/a Dragon Inn
Location: 5000 Glacier Hwy, Juneau
- License Type: Restaurant/Eating Place, License #5153
Licensee: Midnight Ninja Ventures Inc. d/b/a The Rookery Cafe
Location: 111 Seward St., Juneau

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

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

IX. PUBLIC HEARING

A. **Ordinance 2022-06(b)(A) An Ordinance Appropriating \$333,402 to the Manager for a Grant to Aiding Women in Abuse and Rape Emergencies (AWARE) for Construction of a Retaining Wall; Grant Funding Provided by the Alaska Department of Commerce, Community and Economic Development.**

This ordinance would appropriate \$333,402 in grant funding to Aiding Women in Abuse and Rape Emergencies (AWARE) to construct a retaining wall to protect the existing emergency shelter supporting low to moderate income individuals, especially domestic violence survivors. This funding is awarded through the federal Community Development Block Grant (CDBG) program administered in Alaska by the State Department of Commerce, Community, and Economic Development. Funds will be passed through the CBJ to AWARE, who will be responsible for construction and project management. CBJ will provide in-kind match for administrative costs that are already appropriated in the FY23 budget.

The Assembly Human Resources Committee reviewed five proposals for the CDBG grant during the September 13, 2021, meeting and recommended the Assembly support the AWARE application.

The Systemic Racism Review Committee reviewed this request at the June 14, 2022 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)(A) and asked for unanimous consent. *Hearing no objection, the motion passed by unanimous consent.*

B. **Ordinance 2022-28 An Ordinance Authorizing the Manager to Lease Office Space at the Juneau Police Department Headquarters to the U.S. Drug Enforcement Administration.**

Juneau, like other communities, uses multiple approaches to help people avoid abusing illicit drugs. One of the approaches is partnering with other law enforcement agencies to decrease the transportation and distribution of illicit drugs into Southeast Alaska. The federal government is interested in expanding the partnerships with the Juneau Police Department by assigning two U.S. Drug Enforcement Administration officers to work out of the JPD Headquarters. This ordinance would allow JPD to lease the necessary space.

The City Manager recommends the Assembly adopt this ordinance.

Public Comment

None.

Assembly Action

MOTION by Ms. Hughes-Skandijs to adopt Ordinance 2022-28 and asked to make a comment. Ms. Hughes-Skandijs said she is supportive of these efforts. She recently attended a webinar lead by a former DEA agent and he always recommends to communities that they look at their spending for both mental health spending options when they are considering any law enforcement spending options. With that, she asked for unanimous consent of this ordinance. *Hearing no objection, the motion passed by unanimous consent.*

C. Ordinance 2022-35 An Ordinance Authorizing an Alternative Procurement Method Related to the City and Borough’s Mendenhall Waste Water Treatment Plant Infrastructure Upgrade.

CBJ Charter 9.14 requires alternative procurement methods for public improvements to be approved by ordinance by the Assembly. This ordinance approves an alternative procurement for the Supervisory Control and Data Acquisition (SCADA) project at Mendenhall Wastewater Treatment Plant. The procurement method proposed is Construction Manager at Risk (CMAR), a methodology in which a contractor is selected based on qualifications and is involved in design. CMAR is an industry standard for highly complex projects. SCADA is the complex brain of the treatment plant. Because we cannot turn the treatment plant off-line during this upgrade, a CMAR procurement method provides the greatest assurance that the treatment plant will stay fully operational during this upgrade.

The Public Works and Facilities Committee reviewed and approved this request at the June 6, 2022 meeting.

The City Manager recommends the Assembly adopt this ordinance.

Public Comment

None.

Assembly Action

MOTION by Ms. Triem to adopt Ordinance 2022-35 and asked for unanimous consent. *Hearing no objection, the motion passed by unanimous consent.*

X. UNFINISHED BUSINESS

None.

XI. NEW BUSINESS

A. Regulation Title 20, Chapter 40 Commercial Passenger Vehicles (Class B Endorsements and Vehicle Inspection)

The City and Borough of Juneau regulates various aspects of Commercial Passenger Vehicles. This regulation would amend the regulations by (1) allowing manufacturer-certified mechanics to inspect regulated vehicles, and (2) exempting airline vehicles transporting airline passengers from the regulations. This regulation was posted for public notice for 21-days starting on June 8, 2022.

The Manager recommends the Assembly adopt this regulation.

Public Comment

James Harris, a Lemon Creek resident, said that they had requested the regulation change to be able to exempt airlines/flight crews similar to how cruise staff are regulated. Currently the flight crews are having to use the larger taxi vans. They would only be doing crew runs and not on call for all other types of calls as taxis do. He spoke to this being easier for the drivers, the airline crews, and would free up the taxis for the general public from having to be picking up flight crews.

Ms. Hughes-Skandijs asked if this action would bring about any reduction to current taxi service. Mr. Harris said that it would not.

Mr. Bryson asked if this action would result in freeing up taxi service and if he felt there were enough drivers to staff both taxis and this crew service and would that possibly increase taxi service to the general public. Mr. Harris said that this will not affect taxi service. He said this does free their company up to get professional drivers who are not subject to the CPV code. He said that the standards in the contract and the insurance requirements they have to have will require them to have well qualified drivers but they do not have to go through the process to get the PDP (professional driver permit) which is quite difficult to get through.

Mayor Weldon noted that the cruise line crew vans are clearly marked and she asked if these too would also be clearly marked for what they are. Mr. Harris said, yes, they will be clearly marked.

Assembly Action

MOTION by ‘Wáahlaal Giidaak to pass the regulation asked for unanimous consent. *Hearing no objection, the motion passed by unanimous consent.*

B. Property Sale Disclosure Referendum

A petitioner's committee filed a proposed referendum to repeal the property sale disclosure requirements of CBJC 15.05.105. On July 1, 2022, the Municipal Clerk certified the petitioner's committee had obtained the requisite number of signatures to put the referendum on the ballot. Pursuant to CBJ Charter 7.10(a), the Assembly has until August 1 to enact an ordinance to repeal the requirements of CBJC 15.05.105 or the referendum would be decided by the voters in the October municipal election.

The City Manager recommends the Assembly refrain from taking steps to repeal the property sale transaction disclosure requirement of CBJC 15.05.105.

There were no questions from Assemblymembers and no Assembly action was taken on the Property Sale Disclosure Referendum.

C. Hardship and Senior Citizen/Disabled Veteran Late-Filed Real Property Tax Exemption Applications

There are eight 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.

Assembly Action

MOTION by Ms. Gladziszewski that the Assembly has considered the eight applications individually from Michael M. Pagano, Ray Vidic, Carolyn Reddekopp, Michael A. Boisvert, Alfred M. Cook, Maureen Longworth, Lawrence O’Keefe, and Liv Cadigan and to direct the Assessor to accept these applications for consideration and asked for unanimous consent. *Hearing no objection, the motion passed.*

XII. STAFF REPORTS

A. Supplemental Agreement - Juneau International Airport Terminal Improvements Contract

As allowed and required by 53.50.040 (c), the Manager may approve supplemental agreements and is required to report these approvals to the Assembly. This staff report is to notify the Assembly that the Manager has approved a Supplemental Agreement for \$223,506.25 for the installation of additional ceiling tiles at the Juneau International Airport. Approving this contract amendment allows for more efficient installation of materials, and provides that the building materials used throughout the terminal are uniform allowing for easier ownership and maintenance and saving on costs.

B. DRAFT Revised 2022 Assembly Calendar

The switch in the Alaska Municipal League annual conference dates from November to December has precipitated the need for adjustments to the 2022 Assembly meeting calendar. The currently approved calendar is attached for reference purposes.

Attached is a revised draft for Assembly consideration and approval.

Mayor Weldon noted that they would be tentatively accepting this calendar with the understanding that the Assembly retreat date may change in light of how close it is to the election cycle. Ms. Gladziszewski noted that the COW (and other standing committee meetings) of July 18 was cancelled.

MOTION by Ms. Gladziszewski to approve the revised 2022 Assembly calendar. *Hearing no objection, the motion passed by unanimous consent.*

XIII. ASSEMBLY REPORTS

A. Mayor's Report

Mayor Weldon noted that they will see an email with surveys for Assemblymembers to fill out with respect to Mr. Palmer and Mr. Watt's evaluations. She told Assemblymembers that the survey period is only open for 2 weeks so to be sure to complete it within that time. She also noted that she has reformed the salary/compensation committee which will be led by Mr. Bryson as Chair, and include Ms. Hale, and Ms. Hughes-Skandijs again.

Mayor Weldon announced that August 2 is National Night Out and she encouraged Assemblymembers to contact JPD to see about attending some of the block parties.

Mayor Weldon said that she has family coming to town for her father's celebration of life so she will not be working during the rest of the week.

B. Committee Reports and Liaison Reports

Committee of the Whole (COW) Chair Maria Gladziszewski reported that they met on June 7 and spent most of the meeting deciding what to do about putting questions on the upcoming ballot. They spent a great deal of the discussion on the 1% sales tax and also the topic of sales tax on food. They decided to not put anything on the ballot about sales tax on food and decided rather to do a telephone survey in the fall. She noted that the July 18 meeting was cancelled and the next COW meeting will be on Aug. 8.

Assembly Finance Committee (AFC) Chair Carole Triem reported that the committee met last week to discuss housing related topics. She noted that everything they discussed is staying in committee or will possibly move to the COW. She suggested anyone who missed that meeting check in with staff to be brought up to speed on the topics. The next AFC meeting is scheduled for Aug. 3.

Public Works and Facilities Committee (PWFC) Chair Wade Bryson reported that they met earlier this month where they discussed the totem poles that were on tonight's Consent Agenda. He said the Mendenhall Transit Center has moved its opening to October. He said they also discussed Water/Wastewater SCADA project.

Human Resources Committee (HRC) Chair Alicia Hughes-Skandijs reported that the committee met earlier this evening and heard several annual reports which included presentations from the Juneau Commission on Sustainability (JCOS), Treadwell Arena Advisory Board (TAAB), and the Historic

Resources Advisory Committee (HRAC). Ms. Hughes-Skandijs moved the following board member appointment recommendations from the HRC:

Juneau Commission on Sustainability (JCOS): Duff Mitchell and Marian Call to terms beginning immediately and ending June 30, 2025.

Historic Resources Advisory Committee (HRAC): Charles Smythe, Zane Jones, and Gary Gillette to terms beginning immediately and ending June 30, 2025.

Parks and Recreation Advisory Committee (PRAC): Brandie Hofmeister and Christina Mounce to terms beginning immediately and ending February 28, 2023.

Hearing no objections, those board member appointments were confirmed by the Assembly.

Ms. Hughes-Skandijs reported that the next HRC meeting will be Aug. 1 at 5:30p.m. which is an earlier start than usual due to the Assembly group photo taking place between the HRC and Assembly meetings. She also noted that July 15 is the closing date for applications for the Eaglecrest Board, Systemic Racism Review Committee, and the Planning Commission.

Ms. Hughes-Skandijs reported that the **Joint Assembly/BRH Hospital Ad Hoc Committee** will be meeting soon but the date has not yet been set.

C. Liaison Reports, Comments & Questions

Mr. Bryson said that he spoke to the Children Defense Fund Freedom School summer camp and “talked trash” meaning he gave them an update on the trash situation in Juneau and ways that they might be able to help make improvements. He said that he attended a HAMM radio operator’s group annual meeting. He said that they get points for elected officials attending and signing into their events and they get even more points when they are mentioned or broadcast over the air. He said that he attended the Glory Hall/Housing First strategy session and while that is not an Assembly liaison role, he said it was all about housing and the housing crisis and what they are doing about housing. Mr. Bryson said that the Local Emergency Planning Committee (LEPC) meets this Wednesday, and they are still looking for volunteers for their July 23 tri-annual preparedness disaster drill at the Juneau Airport. Mr. Bryson reported that the Airport Board meets this Thursday. Lastly, Mr. Bryson said that at last week’s AFC meeting, he allowed his frustrations about the housing crisis to bubble over and he was reminded what a complex job CDD does. He apologized for venting and thanked CDD staff for all their work.

Ms. Hughes-Skandijs said that she just returned from the longest vacation she’s been on in a long time. She said that she was very inspired by some of the pedestrian focused public spaces, the use of green space in the communities she visited and has some interesting ideas on housing that she’ll be bringing to the table at their discussions. Mayor Weldon thanked Ms. Hughes-Skandijs for calling in at 5 a.m. her time for an Assembly meeting while she was traveling.

Ms. Triem said that she missed the last JCOS meeting due to work commitments. She noted that the last Aquatics meeting was cancelled due to lack of quorum but they do have an open house for scheduled for their aquatics manager candidates. Ms. Triem said that she also went to the Freedom School Camp at Northern Light United Church and talked with the kids. She said that is one of the most fun parts about

being an Assemblymember is having those opportunities. Ms. Triem said that she also took field trip to the cruise ship docks with the Mayor and Ms. Woll to watch a Holland America ship get plugged in.

Ms. Triem said that she noted there have been a number of traffic accidents lately and she asked staff if when those accident investigations are complete if they could be reviewed to determine if there were any commonalities between them. She also suggested that perhaps some additional speed radar signs might be put up but she wasn't sure if that was allowed on state roads or not.

Mayor Weldon noted that the ship Ms. Triem was referring to was the Majestic Princess and not a Holland America ship and that is was fascinating because it isn't something that they just plug right in.

‘Wáahlaal Gíidaak stated that the School Board met today at noon but she was unable to attend. She said that the next School Board meeting is scheduled for tomorrow but is a Special Meeting that will be mostly held in Executive Session and they don't yet have their next regular meeting scheduled. She reported that the Sister Cities Committee has not met since the last Assembly meeting. ‘Wáahlaal Gíidaak also reported that the Juneau Native Youth Olympics Team just returned from Yellow Knife and had received over 15 awards. She wished them good luck as that same team goes on to Fairbanks for the upcoming World Eskimo-Indian Olympics.

Ms. Gladziszewski said that she too had been traveling on a boat out of town and missed all the meetings that were held during the summer.

C. Presiding Officer Reports

None.

XIV. CONTINUATION OF PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

None.

XV. EXECUTIVE SESSION

MOTION by Ms. Triem to recess into Executive Session to discuss matters which may have an adverse effect on the finances of the city, specifically an update on collected bargaining and asked for unanimous consent. *There being no public comment and no objection, the Assembly recessed into Executive session at 7:56p.m. The Assembly returned from Executive Session at 8:45p.m. and said they received an update from staff on the collective bargaining negotiations.*

XVI. ADJOURNMENT

There being no further business to come before the Assembly, the Regular Assembly meeting was adjourned at 8:45p.m.

Signed: _____
Elizabeth J. McEwen
Municipal Clerk

Signed: _____
Beth A. Weldon
Mayor

THE CITY AND BOROUGH OF JUNEAU, ALASKA
SPECIAL ASSEMBLY MEETING
DRAFT Meeting Minutes – August 16, 2022

MEETING NO. 2022-20: The Special Assembly Meeting of the City and Borough of Juneau Assembly was held virtually via Zoom Webinar and called to order by Mayor Beth Weldon at 7:52p.m.

II. ROLL CALL

Assemblymembers Present: Mayor Weldon, Michelle Hale, ‘Wáahlaal Gíidaak, Greg Smith, Carole Triem, Alicia Hughes-Skandijs, Christine Woll, and Wade Bryson

Assemblymembers Absent: Deputy Mayor Maria Gladziszewski

Staff Present: Municipal Clerk Beth McEwen

III. APPROVAL OF AGENDA

The agenda was approved as presented.

IV. AGENDA TOPICS

A. Planning Commission Appointment

Due to a resignation on the Planning Commission, there was one vacant seat on the Planning Commission for an unexpired term beginning immediately and ending December 31, 2024. The Full Assembly sitting as the Human Resources Committee met immediately preceding this meeting and considered the following applicants: Loren Jones, Emily Kane, Colter Boehm, Matthew Bell, and Robert Henricksen.

Human Resources Committee (HRC) Chair Alicia Hughes-Skandijs forwarded the following recommendations for appointment to the Planning Commission:

Matthew Bell to a term beginning immediately and expiring December 31, 2024. *Hearing no objection, that appointment was approved by unanimous consent.*

B. Eaglecrest Ski Area Board Appointment

Due to a resignation on the Eaglecrest Ski Area Board, there was one vacant seat on the board for an unexpired term beginning immediately and ending June 30, 2024. The Full Assembly sitting as the Human Resources Committee met immediately preceding this meeting and considered the following applicants: Hannah Shively, Charlie Harrington, and Craig Brown. Just prior to the beginning of the HRC meeting, applicant Robert Divelbess informed the Clerk’s office that he withdrew his application from consideration.

Human Resources Committee (HRC) Chair Alicia Hughes-Skandijs forwarded the following recommendations for appointment to the Eaglecrest Ski Area Board:

Hannah Shively to a term beginning immediately and expiring June 30, 2024. *Hearing no objection, that*

appointment was approved by unanimous consent.

V. PUBLIC PARTICIPATION

None.

VI. ADJOURNMENT

There being no further business to come before the Assembly, the Special Assembly meeting was adjourned at 7:54 p.m.

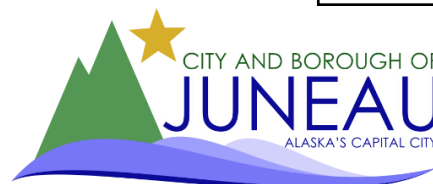
Signed: _____
Elizabeth J. McEwen
Municipal Clerk

Signed: _____
Beth A. Weldon
Mayor

SPECIAL ASSEMBLY MEETING 2022-21 MINUTES

August 25, 2022 at 6:00 PM

Zoom Webinar



<https://juneau.zoom.us/j/95241164899> or 1-253-215-8782 Webinar ID: 952 4116 4899

A. CALL TO ORDER & ROLL CALL

Mayor Weldon called the Special Assembly Meeting 2022-20(S) held via Zoom to order at 6:10p.m.

Assemblymembers Present: Mayor Weldon, Deputy Mayor Maria Gladziszewski, Alicia Hughes-Skandijs, Michelle Hale, Carole Triem, and Christine Woll

Assemblymembers Absent: Greg Smith, Wade Bryson, and 'Wáahlaal Gíidaak

Staff Present: Deputy Municipal Clerk, Diane Cathcart

B. AGENDA TOPICS

1. Systemic Racism Review Committee Appointment

Per Ordinance 2020-32(c)(am), the Systemic Racism Review Committee is a seven (7) member committee appointed by the Assembly to staggered 3-year terms. There were three vacant seats on the committee. One seat for a term beginning immediately and ending June 30, 2023; the other two seats were for terms beginning immediately and ending June 30, 2025. The Full Assembly sitting as the Human Resources Committee (HRC) met immediately preceding this special Assembly meeting to interview applicants for the Systemic Racism Review Committee.

MOTION by HRC Chair Alicia Hughes-Skandijs for the Assembly to appoint Ephraim Froehlich to the Systemic Racism Review Committee to a full term beginning immediately and ending June 30, 2025. **Hearing no objection, motion passed.**

C. CONTINUATION OF PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

None.

D. ADJOURNMENT

There being no further business before the committee, meeting adjourned at 6:11 p.m.

Signed: _____
Elizabeth J. McEwen
Municipal Clerk

Signed: _____
Beth A. Weldon
Mayor

Presented by: The Manager
Presented: 1/9/2023
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2022-48(b)

**An Ordinance Related to City and Borough of Juneau Land Management
Plan Duration, Restrictions, and Authority.**

WHEREAS, the Land Management Plan guides the City and Borough of Juneau's use and ownership of its land, CBJC 53.09.150; and

WHEREAS, the current Land Management Plan was adopted in 2016 (Ord. 2016-18), and the prior Land Management Plan was adopted in 1999; and

WHEREAS, CBJC 53.09.160(b) empowers the Planning Commission to review and update the Land Management Plan as necessary but at least every ten years; and

WHEREAS, the past and current Land Management Plans provide valuable guidance for management of all City and Borough of Juneau property—including Department managed lands; and

WHEREAS, the two-year limitation in CBJC 53.09.200(c) is unnecessarily short given the multiple review procedures recently enacted in CBJC 53.09.260;

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

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

Section 2. Amendment of Section. CBJ 53.09.200 is amended to read:

53.09.200 General.

(a) *Methods of disposal.* City and Borough land may be conveyed by lottery, auction, over-the-counter sale, negotiated sale, sealed bid, land exchange, or other methods as the assembly may approve by ordinance.

(b) *Inclusion in Land Management Plan.* Except for property acquired by tax foreclosure or reconveyance agreement, real property should not be conveyed prior to inclusion in a land management plan.

(c) *Satisfaction of CBJ 53.09.260(a).* Real property recommended for negotiated sale in management plan adopted by the Assembly not more than ten ~~two~~ years prior to commencement of negotiations for a negotiated sale shall be deemed to have satisfied CBJ 53.09.260(a) Sales, leases, and exchanges by negotiation or competitive proposal.

...

Section 3. Amendment of Section. CBJ 85.02.060 is amended to read:

85.02.060 General powers.

(a) Subject to state laws and City and Borough ordinances, the City and Borough Docks and Harbors Board shall generally exercise all powers necessary and incidental to operation of all port and harbor facilities in the public interest and in a sound business manner. In particular, and without limitation on the foregoing, the board shall:

...

(5) Administer and dispose of City and Borough tideland, submerged land, and other land as provided by the assembly ~~by resolution as subject to docks and harbors board administration~~, subject to the following limitations:

(A) No sale, purchase, or trade of land shall be made without prior review by the assembly lands, housing, and economic development committee and approval by the assembly ~~by resolution~~.

(B) Unless otherwise designated in advance by the assembly ~~by resolution~~, any lease of land shall be limited to marine-related uses, and those uses accessory to tenancy on the boat harbor or use of the port.

(C) All land transactions by the board in accordance with this section shall be consistent with the land management plan ~~developed under CBJ 85.02.063~~.

(i) Land shall be leased as provided in title 53, provided that the provisions of section 53.20.020 relating to a declaration of availability and identification in the land management plan shall not apply.

(ii) For purposes of applying title 53 pursuant to this subsection (C), any action required by title 53 of the manager may be performed by the port director.

...

Section 4. Amendment of Section. CBJ 85.02.063 is amended to read:

85.02.063 Land management ~~plan~~.

(a) The docks and harbors board should be guided and informed by the City and Borough of Juneau land management plan when making recommendations regarding retention, use,

disposal, and development of City and Borough land under the jurisdiction of the docks and harbors board. ~~After public hearing and deliberation, the docks and harbors board shall draft and forward to the planning commission and assembly a land management plan. The plan shall address the retention, use, disposal, and development of City and Borough land under the jurisdiction of the docks and harbors board. After public hearing and deliberation, the planning commission shall forward its recommendation to the assembly. Recommended changes to the land management plan shall be developed using the same procedure.~~

(b) The docks and harbors board shall be guided by the following principles when proposing changes to the land management plan: ~~Development of the land management plan, or a change to the plan, shall also be guided by the following principles:~~

- (1) Multiple use should be encouraged;
- (2) A sound local economy will be promoted;
- (3) Adequate lands for public development and public use, including recreational beaches with appropriate uplands, should be reserved;
- (4) Property under the jurisdiction of docks and harbors ~~Tidelands~~ should be leased only for specific water-dependent and water-related uses and not sold;

(c) When making recommendations about the retention, use, disposal, and development of land under jurisdiction of the docks and harbors board, the board shall consider the following: ~~In developing the land management plan to implement the policies outlined in this section, the following issues, without limitation, shall be considered:~~

- (1) The supply of publicly owned lands to meet public needs;
- (2) The supply of privately owned lands to meet the private-sector needs of the community;

(3) The comprehensive plan, the long-term capital improvements program, and other plans adopted by the assembly;

(4) Restrictions created by written instruments, zoning, and state and federal regulations;

(5) Physical, economic, resource, population and social factors affecting the area under consideration;

(6) Comments of the general public, affected landowners, state and federal agencies and local advisory groups;

(7) Ownership patterns and waterfront development plans of private landowners and state and federal agencies;

(8) The development and growth patterns and potentials of different areas of the City and Borough and waterfront services that may be needed as a result of that development and growth;

(9) The requirements of public access to and along public and navigable bodies of water;

(10) The protection of other public values including recreational, scenic, wildlife, and other environmental qualities; and

(11) Other matters which are relevant to a sound and beneficial land use management plan policy.

~~(d) The plan shall contain the following elements:~~

~~(1) Proposed land acquisitions;~~

~~(2) A listing of those lands to be retained for public use;~~

~~(e) The plan shall be reviewed by the Docks and Harbors Board and the Planning Commission if a major unanticipated development affecting basic assumptions occurs, and in any case at least every five years.~~

~~(f) Any lease, disposal, or use of land shall conform to the Long Range Waterfront Plan, the land management plan adopted above, Juneau Coastal Management Plan, and all other adopted City and Borough land use plans.~~

~~(g) Upon receipt of a land management plan or a change recommended by the Docks and Harbors Board and Planning Commission, the assembly shall consider the plan, or change, and may adopt the plan or change only after it conducts a public hearing on the matter.~~

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

Adopted this _____ day of _____, 2022.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

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
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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 A. McEwen, Municipal Clerk

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)(AE)

An Ordinance Appropriating \$300,000 to the Manager for the Downtown Subport Planning Capital Improvement Project; Funding Provided by Port Development Fees.

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

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

Section 2. Appropriation. There is appropriated to the Manager the sum of \$300,000 for the Downtown Subport Planning Capital Improvement Project (H51-129).

Section 3. Source of Funds

Port Development Fees	\$300,000
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Section 4. Effective Date. This ordinance shall become effective upon adoption.

Adopted this _____ day of _____, 2023.

Beth A. Weldon, Mayor

Attest:

Elizabeth A. McEwen, Municipal Clerk

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)(AF)

An Ordinance Transferring \$30,000 from Information Technology to Community Development for a GIS Technician.

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 \$30,000 be transferred from Information Technology to Community Development for a GIS Technician.

Section 3. Source of Funds

Information Technology	(\$30,000)
Community Development	\$30,000

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: January 9, 2023
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

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

An Ordinance Appropriating \$93,336 to the Manager for a Grant to Travel Juneau; Funding Provided by Hotel-Bed Tax 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 \$93,336 for a grant to Travel Juneau.

Section 3. Source of Funds

Hotel-Bed Tax Funds	\$93,336
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Section 4. Effective Date. This ordinance shall become effective upon adoption.

Adopted this _____ day of _____, 2023.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

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Presented by: The Manager
Presented: 1/9/2023
Drafted by: B. Brown

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 3011

A Resolution Adopting Cruise Ship Tourism Policy Objectives from the Visitor Industry Task Force Final Report.

WHEREAS, the Visitor Industry is an essential part of the economy of Juneau, and brings tremendous economic benefits to Alaska’s Capital City, in the form of jobs, wages, and spending by the millions of people who choose to visit Juneau every year; and

WHEREAS, the Visitor Industry has grown exponentially over the past few decades, with annual visitor numbers again surpassing one million people; and

WHEREAS, along with the economic benefits arising from the visitor industry there are impacts and effects on the year-round residents of Juneau, which can challenge residents and potentially negatively impact quality of life; and

WHEREAS, a Visitor Industry Task Force (VITF) was appointed in October 2019 and was tasked with addressing four major issues, including tourism industry management, the 2004 Long Range Waterfront Plan, the concept of a “cap” on the overall number of visitors, and the need for public participation through surveys; and

WHEREAS, the VITF worked diligently and held numerous public meetings between October 2019 and February 2020 with of goal of advancing community discussions on a wide array of topics related to the visitor industry; and

WHEREAS, the VITF invited public testimony in early 2020, which led to 43 spoken comments and 156 written comments, reflecting a diverse range of community views on the benefits and impacts of the visitor industry; and

WHEREAS, in March 2020, the VITF developed a set of 45 recommendations for adoption over a three-year period, including suggested conditions for construction of a new cruise ship dock at the Subport Property; and

WHEREAS, CBJ's relationship with the visitor industry has evolved over time and the growth in cruise ship tourism has been guided by investments in infrastructure, management tools, and programs including Tourism Best Management Practices (TBMP), which vividly illustrates how CBJ and the visitor industry can work together to create tools and strategies to manage tourism in the coming years; and

WHEREAS, the collaborative efforts of CBJ and the visitor industry in the early 2000s helped produce the Tourism Management Plan and the subsequent adoption of Resolution 2170 by the Assembly which included findings and recommendation and the following vision statement that remains relevant to policy debates underway today: "CBJ seeks a healthy and vibrant tourism sector generating business opportunities and employment for Juneau citizens, protecting Juneau's heritage and cultural values and its natural resources and making a positive contribution to the community's quality of life;" and

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

Section 1. Cruise Ship Tourism Policy Objectives. Guided by the recommendations in the March 2020 Final Report from the Visitor Industry Task Force, the Assembly adopts the following cruise ship tourism policy objectives:

- A. Limit cruise ships to five ships per day in the downtown port;
- B. Complete construction of the Seawalk;
- C. Increase CBJ input in scheduling and scheduling transparency;
- D. Electrify cruise ship docks;
- E. Develop a strategy for achieving community and regional goals for emissions, congestion mitigation, and proactive industry management.

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

Adopted this _____ day of _____, 2023.

Carole Triem, Acting Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

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Presented by: The Manager
Presented: 01/09/2023
Drafted by: R. Palmer III

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 3013

**A Resolution of the City and Borough of Juneau Supporting the
Homeporting of a U.S. Coast Guard Icebreaker in Juneau.**

WHEREAS, the United States of America is an Arctic Nation solely because of the Great State of Alaska; and

WHEREAS, the Alaska Congressional Delegation, led by Senator Dan Sullivan, has recognized the alarming paucity of US-flagged icebreakers, and has worked for years to close this troubling Arctic operational capability gap by homeporting US Coast Guard assets in the 49th State; and

WHEREAS, Policy 5.3 of the Comprehensive Plan of the City & Borough of Juneau calls for the City & Borough, “to work cooperatively with federal agencies to ensure that existing jobs stay in Juneau, and that agencies have access to the facilities and infrastructure required to support their mission in Juneau”; and

WHEREAS, Juneau has demonstrated and proven its ability and commitment to support the Coast Guard, and, in particular has been proud to have served as the homeport for the USCGC STORIS, USCGC PLANETREE, USCGC CAPE CARTER, USCGC LIBERTY, and now the USCGC REEF SHARK; and

WHEREAS, Juneau as a maritime community is optimally situated in Southeast Alaska on Tlingit indigenous lands with reliable transportation modes; home to a regional hub for healthcare and home to the University of Alaska Southeast campus; Juneau has ample well-paying job opportunities; strong culture in the arts & humanities, and scores of outdoor recreation opportunities leading to a high quality of life; and

WHEREAS, Alaska’s Capital city is the host community for 300 Coast Guard personnel including the Coast Guard District 17 Commander as well as other federal agencies, which would be synergistic to the needs of an Alaskan-based icebreaker.

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

45
46 **Section 1. Icebreaker Homeporting in Juneau.** The City and Borough of
47 Juneau Assembly welcomes the opportunity to support the US Coast Guard and the Alaska
48 Congressional Delegation’s goal of expanding Arctic operational capabilities by homeporting
49 an icebreaker in Juneau.

50
51 **Section 2. Effective Date.** This resolution shall be effective immediately after
52 its adoption.

53
54 Adopted this _____ day of _____, 2023.
55

56
57 _____
58 Carole Triem, Acting Mayor

59 Attest:

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61 _____
62 Elizabeth J. McEwen, Municipal Clerk

MEMORANDUM

CITY/BOROUGH OF JUNEAU
155 SOUTH SEWARD STREET, JUNEAU, ALASKA 99801

TO: Rorie Watt
City and Borough Manager

DATE: January 6, 2023

FROM: Greg Smith
Contract Administrator

FILE: 2185

SUBJ: BID RESULTS:
Cedar Drive Improvements
CBJ Contract No. BE23-120

Bids were opened on the subject project on December 6, 2022. The bid protest period expired at 4:30 p.m. on December 9, 2022. Results of the bid opening are as follows:

RESPONSIVE BIDDERS	TOTAL BID
<i>North40 Construction Corp.</i>	<i>\$1,168,580.00</i>
Admiralty Construction, Inc	\$1,389,360.00
<i>Engineer's Estimate</i>	<i>\$1,406,600.00</i>

Project Manager: Jason Hoffbauer

Project Description: The WORK generally includes reconstruction of Cedar Drive between Columbia Blvd and Mendenhall Blvd. The work includes removing asphalt, placing asphalt, removing concrete curb, installing concrete valley gutter, clearing and grubbing, landscape relocation, excavation, 2" minus shot rock with D-1 base course, replacement of existing water main with new HDPE water main & services, new sewer main, new sewer services, new sanitary sewer manhole, replace existing storm sewer system and storm drain, chain link fence removal and resetting, mailboxes, traffic control signs, building demolition of an existing pump house, and other miscellaneous related WORK.

Funding Source: Water Fund, Wastewater, Sales Tax
Total Project Funds: \$1,929,700.00
CIP No. R72-150
Construction Encumbrance: \$1,168,580.00
Construction Contingency: \$116,900.00
Consultant Design: \$63,732.00
Consultant Contract Administration/Inspection: \$93,500.00
CBJ Administrative costs: \$35,100.00

Staff recommends award of this project to North40 Construction Corp. for the total amount bid of **\$1,168,580.00.**

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

FROM: Greg Smith
Contract Administrator

SUBJ: BID RESULTS:
Teal Street Reconstruction
CBJ Contract No. BE23-123

DATE: January 6, 2023

FILE: 2176

Bids were opened on the subject project on December 1, 2022. The bid protest period expired at 4:30 p.m. on December 5, 2022. Results of the bid opening are as follows:

RESPONSIVE BIDDERS	TOTAL BID
<i>North40 Construction Corp.</i>	\$2,019,958.00
Admiralty Construction Inc.	\$2,421,316.00
<i>Engineer's Estimate</i>	<i>\$1,878,023.00</i>

Project Manager: Nick Druyvestein

Project Description: The WORK includes reconstruction of Teal Street from Jordan Avenue to Crest Street. WORK will include replacement of the water main and services, replacement of 18-inch AC sanitary sewer main and services, and installation of a new storm drain system. WORK will also include replacement of the roadway subbase to a depth of 24 inches, resurfacing with asphalt cement pavement, and the addition of curb and gutter with sidewalk along both sides of the roadway, and street lights along one side.

Funding Source: Sales Tax, Water Fund and Wastewater Fund
Total Project Funds: \$3,520,000.00
CIP No. R72-158
Construction Encumbrance: \$2,019,958.00
Construction Contingency: \$201,995.00
Consultant Design: \$121,000.00
Consultant Contract Administration & Inspection: \$161,600.00
CBJ Administrative costs: \$60,600.00

Staff recommends award of this project to North40 Construction Corp for the total amount bid of \$2,019,958.00.

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: January 6, 2023

FROM: Greg Smith
Contract Administrator

FILE: 2089

SUBJ: BID RESULTS:
Tongass Boulevard Reconstruction Phase 2
CBJ Contract No. BE23-125

Bids were opened on the subject project on December 9, 2022. The bid protest period expired at 4:30 p.m. on December 12, 2022. Results of the bid opening are as follows:

RESPONSIVE BIDDERS	TOTAL BID
<i>Admiralty Construction, Inc.</i>	\$1,992,340.00
<i>Engineer's Estimate</i>	\$1,816,245.00

Project Manager: Alec Venechuk

Project Description: The WORK includes reconstruction of Tongass Boulevard from the intersection of Dudley Street to Mendenhall Loop Road. Work generally includes clearing and grubbing, excavation, 2" minus shot rock with D-1 basecourse, storm drain improvements, new fire hydrants, replacement of existing sewer main line, replacement of existing ductile iron water main line, new sewer services, new sanitary sewer manholes, asphalt pavement, asphalt sidewalk, curb & gutter, mailboxes, traffic control signs, lighting, and other miscellaneous related WORK.

Funding Source: Sales Tax, Water Fund and Wastewater Fund
Total Project Funds: \$3,054,100
CIP No. R72-152
Construction Encumbrance: \$1,992,340.00
Construction Contingency: \$199,234.00
Consultant Design: \$209,690.00
Consultant Contract Administration & Inspection: \$159,400.00
CBJ Administrative costs: \$59,800.00

Staff recommends award of this project to Admiralty Construction Inc. for the total amount bid of \$1,992,340.00.

Approved: _____
Duncan Rorie Watt
City & Borough Manager

Date of Assembly Approval: _____

c: CBJ Purchasing



Presented by: The Manager
Introduced: January 9, 2023
Drafted by: Finance

TRANSFER REQUEST FOR THE CITY AND BOROUGH OF JUNEAU,
ALASKA

SERIAL NUMBER T-1048

It is hereby ordered by the Assembly of the City and Borough of Juneau,
Alaska, that \$1,400,000 be transferred:

From: CIP

U76-119	Mendenhall Wastewater Treatment Plant Improvements	(\$1,400,000)
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To: CIP

U76-122	Outer Drive and West Juneau Lift Station Improvements	\$1,400,000
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The \$1,400,000 consists of:

Wastewater Funds	\$1,400,000
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Moved and Approved this _____ day of _____, 2023.

D. Rorie Watt, City Manager

Attest:

Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: January 9, 2023
Drafted by: Finance

TRANSFER REQUEST FOR THE CITY AND BOROUGH OF JUNEAU,
ALASKA

SERIAL NUMBER T-1049

It is hereby ordered by the Assembly of the City and Borough of Juneau,
Alaska, that \$590,000 be transferred:

From: CIP

R72-149	Meadow Lane Improvements	(\$ 390,000)
R72-155	Crest Street Reconstruction	(\$ 200,000)

To: CIP

R72-152	Tongass Blvd. Phase II Reconstruction	\$ 590,000
---------	---------------------------------------	------------

The \$590,000 consists of:

General Sales Tax	\$ 390,000
GO Bond Proceeds	\$ 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

November 21, 2022

City & 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:	Beverage Dispensary	License Number:	2844
Licensee:	Sandbar Inc		
Doing Business As:	The Sandbar		

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

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

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

Sincerely,

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

Joan Wilson, Director
amco.localgovernmentonly@alaska.gov



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Section M, Item 18.

**Department of Commerce, Community,
and Economic Development**

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

December 2, 2022

City & 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:	Club	License Number:	4034
Licensee:	Juneau Moose Lodge #700		
Doing Business As:	Loyal Order of Moose #700		

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

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

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

Sincerely,

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

Joan Wilson, Director

amco.localgovernmentonly@alaska.gov



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Section M, Item 18.

Department of Commerce, Community,
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West 7th Avenue, Suite 1600

Anchorage, AK 99501

Main: 907.269.0350

November 29, 2022

City & 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:	Restaurant/Eating Place	License Number:	4731
Licensee:	DJ LLC		
Doing Business As:	Asiana Gardens		

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

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

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

Sincerely,

Joan Wilson, Director

amco.localgovernmentonly@alaska.gov



Planning Commission

(907) 586-0715

PC_Comments@juneau.org

www.juneau.org/community-development/planning-commission

155 S. Seward Street • Juneau, AK 99801

**PLANNING COMMISSION
NOTICE OF RECOMMENDATION**

Date: December 15, 2022
File No.: CSP2022 0005

City and Borough of Juneau
CBJ Assembly Members
155 S Seward Street
Juneau, AK 99801

Proposal: City Project Review for Bartlett Regional Hospital’s (BRH)
Emergency Department addition and renovation project.

Property Address: 3260 Hospital Drive

Legal Description or ROW name: Hospital Lot 1 [Hospital Complex Land Parcel]

Parcel Code No: 7B0901020041

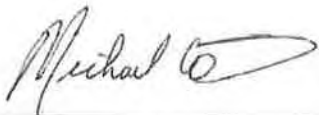
Hearing Date: December 13, 2022

The Planning Commission, at a regular public meeting, adopted the analysis and findings listed in the attached memorandum dated November 30, 2022, and recommended that the Assembly direct CBJ staff to design and build the project.

Attachments: November 30, 2022 memorandum from Jennifer Shields, Community Development, to the CBJ Planning Commission regarding CSP2022 0005.

This Notice of Recommendation constitutes a recommendation of the CBJ Planning Commission to the City and Borough Assembly. Decisions to recommend an action are not appealable, even if the recommendation is procedurally required as a prerequisite to some other decision, according to the provisions of CBJ 01.50.020(b).

City and Borough of Juneau
CBJ Assembly
File No.: CSP2022 0005
December 15, 2022
Page 2 of 2



Michael LeVine, Chair
Planning Commission

December 16, 2022

Date



Filed With Municipal Clerk

12 / 20 / 22

Date

cc: Plan Review

NOTE: The Americans with Disabilities Act (ADA) is a federal civil rights law that may affect this development project. ADA regulations have access requirements above and beyond CBJ - adopted regulations. The CBJ and project designers are responsible for compliance with ADA. Contact an ADA - trained architect or other ADA trained personnel with questions about the ADA: Department of Justice (202) 272-5434, or fax (202) 272-5447, NW Disability Business Technical Center (800) 949-4232, or fax (360) 438-3208.



CITY PROJECT REVIEW CSP2022 0005
HEARING DATE: DECEMBER 13, 2022

(907) 586-0715

CDD_Admin@juneau.org

www.juneau.org/community-development

155 S. Seward Street • Juneau, AK 99801

DATE: November 30, 2022

TO: Michael LeVine, Chair, Planning Commission

BY: Jennifer Shields, Planner II *Jennifer L. Shields*

THROUGH: Jill Maclean, Director, AICP

PROPOSAL: Applicant requests a City Project Review for Bartlett Regional Hospital's (BRH) Emergency Department addition and renovation project.

STAFF RECOMMENDATION: Approval

KEY CONSIDERATIONS FOR REVIEW:

- The BRH campus was originally developed in the late 1960's, with multiple expansions and modifications taking place over the years.
- Proposed structural work includes renovation and expansion of the existing Emergency Department and ambulance bay.
- Site work includes adding a cul-de-sac near Wildflower Court, changing the ambulance approach direction, and providing a pedestrian sidewalk in the area.

ALTERNATIVE ACTIONS:

1. **Amend:** amend the recommendation to include conditions and recommend approval to the Assembly.
2. **Deny:** recommend denial of the proposed project. Planning Commission must make its own findings.
3. **Continue:** continue the hearing to a later date if determined that additional information or analysis is needed to make a decision, or if additional testimony is warranted.

ASSEMBLY ACTION REQUIRED:

A Notice of Recommendation will be forwarded to the Assembly for further action.

STANDARD OF REVIEW:

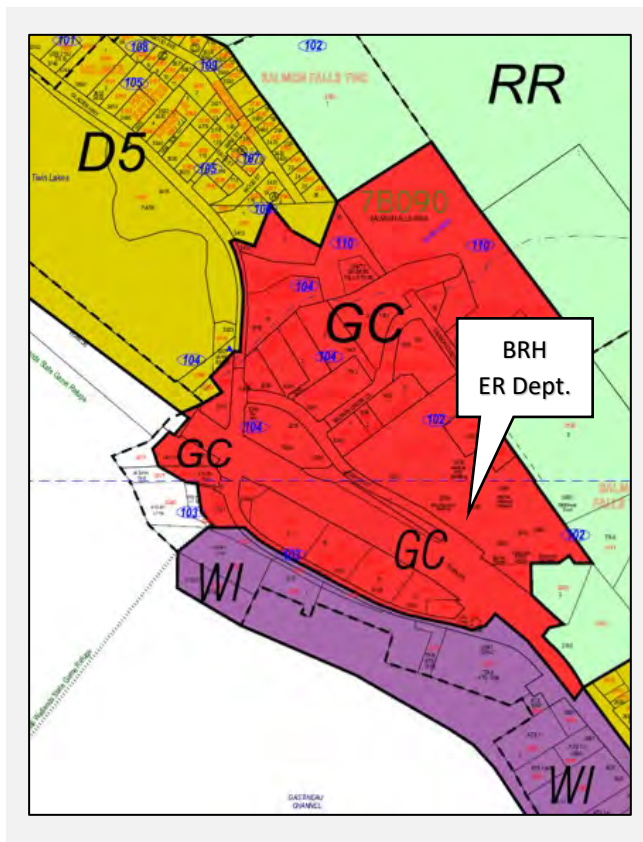
- Quasi-legislative decision
- Requires five (5) affirmative votes for approval
- Code Provisions:
 - o CBJ 49.15.580(a)
 - o CBJ 49.35.800
 - o CBJ 49.80

GENERAL INFORMATION	
Property Owner	City & Borough of Juneau
Applicant	CBJ Engineering Department
Property Address	3260 Hospital Drive
Legal Description	Hospital Lot 1 [Hospital Complex Land Parcel]
Parcel Number	7B0901020041
Zoning	General Commercial (GC)
Land Use Designation	Institutional and Public Use (IPU)
Lot Size	699,574 square feet (16.06 acres)
Water/Sewer	Public water and sewer
Access	Hospital Drive
Existing Land Use	Bartlett Regional Hospital
Associated Applications	USE2022-0016

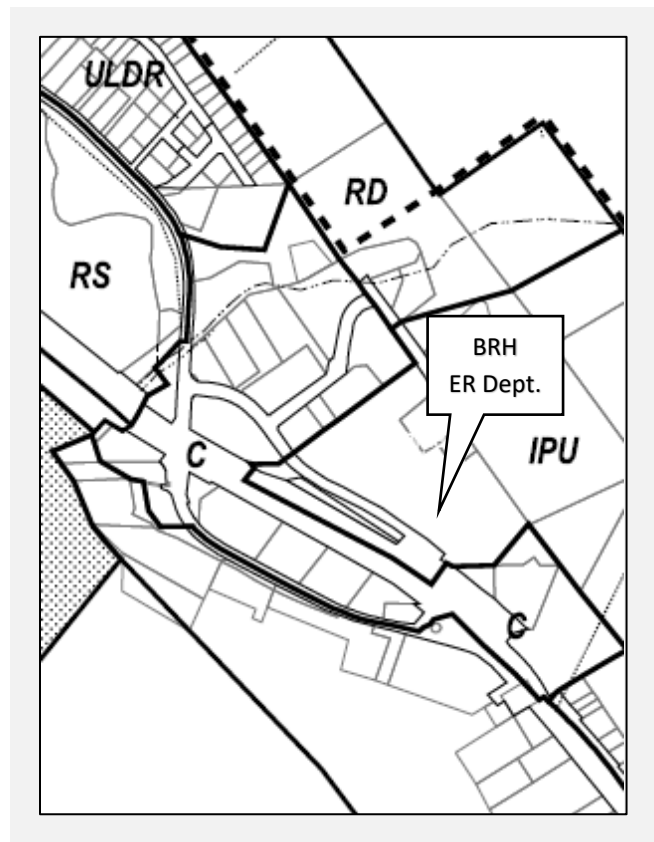
The Commission shall hear and decide the case per CBJ 49.15.580(a) - CBJ Project Review: *The commission shall review all proposed City and Borough capital improvement projects estimated to cost \$500,000 or more for consistency with this title. The commission may review, at the director's discretion, all proposed City and Borough capital projects estimated to cost more than \$250,000 but less than \$500,000. The commission may recommend conditions on and modifications to any project reviewed by the commission through a notice of recommendation. The notice of recommendation shall be forwarded to the assembly for further action.*

CBJ 49.10.170(c) Planning Commission Duties: *The commission shall review and make recommendations to the assembly on land acquisitions and disposals as prescribed by Title 53, or capital improvement project by any City and Borough agency. The report and recommendation of the commission shall be based upon the provisions of this title, the comprehensive plan, and the capital improvements program.*

CURRENT ZONING MAP



LAND USE DESIGNATION MAP



SURROUNDING LAND USES AND ZONING

Direction	Zoning District	Land Use
North	General Commercial (GC)	BRH Campus
South	General Commercial (GC) and Rural Reserve (RR)	BRH Campus and AEL&P
East	General Commercial (GC) and Rural Reserve (RR)	Wildflower Court
West	General Commercial (GC)	Egan Drive

BACKGROUND INFORMATION

Project Description –

BRH's Emergency Department addition and renovation project will consist of the following:

Structural work:

1. Demolishing the existing ambulance bay;
2. Adding 4,000 square feet for the expansion of the existing Emergency Department;
3. Adding a new 1,300 square foot ambulance bay with a mechanical room above; and
4. Renovating 4,000 square feet of major renovation and 3,500 square feet of finish upgrades in the existing Emergency Department space.



Site work:

1. Providing a cul-de-sac style turn around in the existing green space adjacent to the back of Wildflower Court (WFC) with a rockery retaining wall;
2. Changing the direction that ambulances approach the ambulance bay; and
3. Providing a pedestrian sidewalk around the new bay and a patient drop off.

These changes will result in a reduction of 10 parking spaces. The parking area entrance off Hospital Drive will have minimal alignment changes. The total cost of the project is approximately \$17 million. A detailed project description, exterior renderings as shown below, and site plans can be found in Attachment A.



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

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2022-62

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

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

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

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

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

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

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

Section 2. Amendment to the Official Zoning Map. The Official Zoning Map of the City and Borough, adopted pursuant to CBJ 49.25.110, is amended to change the zoning of the following property:

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

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

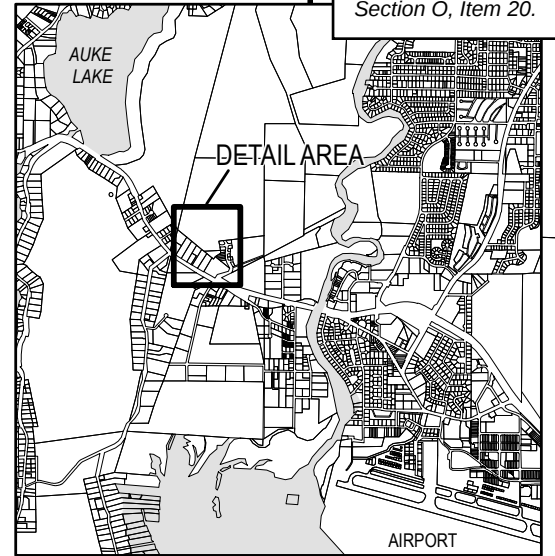
Section 3. Effective Date. This ordinance shall be effective 30 days after its adoption.

Adopted this _____ day of _____, 2023.

Attest:

Carole Triem, Acting Mayor

Elizabeth J. McEwen, Municipal Clerk



D10

D10SF

D1(T)D5

ZONE CHANGE FROM
D10SF to D10

Lot 7
USS 3260

Lot 6
USS 3260

Lot 5
USS 3260

Lot 4B
USS 3260

Lot 3
USS 3260

Lot 2
USS 3260

Lot 1
USS 3260

Lot 2A

Lot 10

Lot 8

Lot 9

YAN ST

Pederson Hill II Subd., Phase 1A

KARL REISHUS BLVD

D10

GLACIER HWY

D5

D1

Ord. No. 2022-XX

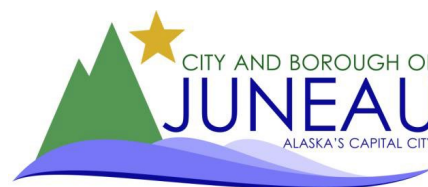
Zone Change for

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

CDD Case: AME20220005

0 125 250 500 750 Feet

MEMORANDUM



DATE: November 28, 2022

TO: CBJ Assembly

FROM: Jeff Rogers, Finance Director

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

SUBJECT: Proposed Revenue Sharing Agreement with Goldbelt, Inc

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

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

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

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

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

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

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

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA
Serial No. 2022-63

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted this _____ day of _____, 2023.

Carole Triem, Acting 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:	Goldbelt, Inc.
Attn: Dave Scanlan, Manager	Attn: McHugh Pierre, President & CEO
Eaglecrest Ski Area	Goldbelt, Inc.
155 South Seward Street	3025 Clinton Drive
Juneau, AK 99801	Juneau, Alaska 99801
Telephone: 907-789-2000	Telephone: 907-790-4990
E-mail: dave.scanlan@eaglecrest.com	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

GOLDBELT, INC.

By: _____
Duncan Rorie Watt
City and Borough Manager

By: _____
McHugh Pierre
President & CEO

Date: _____

Date: _____

Content Approved by: _____ Dave Scanlan, Eaglecrest Ski Area
Form Approved by: _____ Benjamin Brown, CBJ Law Dep’t
Risk Management Review: _____ Chelsea Swick, CBJ Risk Management

APPENDIX A: PROJECT, CONTRIBUTION & OTHER TERMS

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) For Cause by City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) revenue received by the City during the calendar year from the sale of individual, packaged, or summer season passes for the Project Gondola located at the Project Location for use during the summer, whether sold by the City, Goldbelt, or third parties. For purpose of this Agreement, “summer” is defined at the period which is the greater of: (A) the period between April 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 required to revert to the City from such sales an amount equal to the agreed upon wholesale pricing for individual Gondola rides or packaged adventure park products.

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

(e) Records and Reports.

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

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

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

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

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

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

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

7. Other Obligations of the Parties.

(a) City Obligations. The City shall:

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

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

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

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

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

(b) *Goldbelt Obligations.* Goldbelt shall:

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

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

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

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

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

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

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

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

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

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

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

11. **Insurance.**

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

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

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

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

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

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

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

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

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

City, Goldbelt may retain copies of all materials.

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

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

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

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

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

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

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

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

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

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

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

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

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

[EXHIBITS ON FOLLOWING PAGES]

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EXHIBIT A

PROJECT LOCATION

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

EXHIBIT B**PROJECT DESCRIPTION**

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

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

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA
Serial No. 2022-64

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Chapter 67.01 – RECREATION AREAS

ARTICLE I. RECREATION AREA ORDINANCE

- 67.01.010 Short title.**
...
- 67.01.020 Other ordinances not affected.**
...
- 67.01.030 Areas regulated.**
...
- 67.01.040 Intent.**
...
- 67.01.045 Regulations.**
...
- 67.01.050 Hours of operation.**
...
- 67.01.080 Use; liability insurance.**
...
- 67.01.090 Prohibited uses.**
...
- 67.01.095 Motorized uses on Auke Lake.**
...
- 67.01.100 Criminal liability.**
...

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ARTICLE II. PARKS AND RECREATION ADVISORY COMMITTEE

67.01.200 Establishment.

There is established the Parks and Recreation Advisory Committee (“PRAC”).

67.01.210 Membership.

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

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

(c) Quorum. Five members constitutes a quorum.

67.01.220 Meetings.

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

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

1 **67.01.230 Subcommittees.**

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

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

13
14 **67.01.240 Duties.**

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

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

- 22 (1) Planning and development of all aspects of recreation and associated issues affecting
23 parks and recreation in the community.
- 24 (2) The Capital Improvement Plan (excluding Facilities Maintenance and Centennial
25 Hall).
- (3) The department's Fee Schedule (excluding parking).

- (4) Adopted and proposed legislation, including regulations, related to the department.
- (5) Acquisition or disposal of City and Borough of Juneau lands managed or dedicated for park or recreation purposes.
- (6) Naming of parks or recreation facilities.

67.01.250 Staff Assistance.

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

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

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

Adopted this _____ day of _____, 2023.

Carole Triem, Acting Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

1 **Ord 2022-64 Amendment _____ (via Assemblymember Smith)**

2 Background: On January 3, 2023, the Parks and Recreation Advisory Committee unanimously
3 recommended the Assembly adopt Ordinance 2022-64 with one amendment to allow members
4 of the public to be eligible for subcommittee positions.

5
6 Motion: I move to amend Ordinance 2022-64 Section 6 as follows (Ordinance Page 5, line 9):

7
8 **67.01.230 Subcommittees.**

9 ...

10 “(b) Special subcommittees. The chairperson—subject to ratification by the PRAC—or
11 majority of the PRAC may create temporary special subcommittees to facilitate any discrete
12 PRAC business issue. Membership on subcommittees may include public seats in addition to
13 PRAC members. ~~Members of such subcommittee are limited to PRAC members.~~ While all
14 PRAC members may attend and participate in subcommittee proceedings, only designated
15 subcommittee members may vote. Temporary subcommittees should exist for no longer than
16 24 months and dissolve upon completion of the enabling charge.”

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

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2022-65

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 1 (j) **Hours of Operation.** Vendor must operate the business every weekend day and holiday
2 that Eaglecrest is open during the winter. The business will be available from 8:30am until one-
3 half hour after the chairlifts close. Vendor may operate other hours as approved by the Ski Area
4 Manager.
- 4 (k) **General Permit Fees.** Vendor must pay 10% of net sales (defined as gross sales minus
5 sales tax) on all sales in excess of \$200 per day.
- 6 (l) **Fees Charged By Vendor.** Pursuant to 11 CBJAC 07.040(b)(3)(A), Vendor must submit
7 to the Ski Area Manager a schedule of fees and charges to customers prior to the beginning of
8 each ski season.
- 9 (m) **Monthly Revenue Reports.** Vendor must submit to the Ski Area Manager a complete
10 revenue report detailing the gross revenues for each month of operation. Reports are due on or
11 before the last day of the following month. (For example, the February 2023 report will be due
12 on or before March 31, 2023). Reports shall contain a breakdown of the gross receipts by the
13 activity which produced such receipts.
- 14 (n) **Audit and Inspection of Records.** The CBJ may once per annual term cause an audit
15 of Vendor's gross revenues to be made by a Certified Public Accountant of the CBJ Finance
16 Director's selection or a CBJ auditor. If the audit reports that less gross revenues were reported
17 by the Vendor in a given year period than were actually received, Vendor shall bear the cost of
18 the audit and remit the amount of the underpayment to the Eaglecrest Ski Area. Otherwise,
19 the Eaglecrest Ski Area shall bear the cost of the audit. The Eaglecrest Ski Area shall have the
20 right at all reasonable times during the term of this franchise authorization, upon 10 days
21 written notice, to inspect, review, and copy, records of Vendor that are necessary to verify
22 Vendor's compliance with its fee obligations.
- 23 (o) **Ownership, Maintenance and Removal of Improvements.** All improvements
24 installed by Vendor are the property of Vendor. Vendor shall keep Vendor's improvements in
25 neat, clean, sanitary and safe condition. Vendor must remove improvements on or before the
date of permit expiration, or within 30 days after permit termination. At any time during the
term of this franchise authorization, upon Vendor's consent, Eaglecrest Ski Area may purchase
the improvements or consent to allow improvements to remain on site after expiration or
termination.
- (p) **Taxes and Impositions.** During the term of this franchise authorization, Vendor shall
pay all CBJ taxes which may be imposed or assessed, including tax on sales and services and
business personal property. Nothing in the preceding sentence shall affect Vendor's legal rights
to appeal any tax imposed or assessed on it by CBJ.
- (q) **Permit Transfer.** Pursuant to 11 CBJAC 07.030(e), business may only be conducted
under this franchise authorization by Vendor, Mountain Lift, LLC, and this franchise
authorization may not be sold, assigned, leased, rented, mortgaged or otherwise transferred
unless Vendor's entire business interest in Mountain Lift, LLC is transferred to another party.
The Vendor or the transferee shall submit a written application which shall be approved if

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

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

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

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

23 (t) **Vendor’s Confidential Information.** The parties acknowledge that as a result of
24 Vendor’s operations under this franchise authorization, CBJ may acquire information regarding
25 Vendor’s business that may be protected as confidential under state or CBJ law. Vendor
acknowledges and understands that the CBJ is subject to the Alaska Public Records Act (AS
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.

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

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

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

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

6 Adopted this _____ day of _____, 2023.

7
8 _____
Carole Triem, Acting Mayor

9 Attest:

10
11 _____
Elizabeth J. McEwen, Municipal Clerk

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

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

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

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

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

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

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

From:

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

To: CIP

E28-102 Eaglecrest Gondola \$60,000

Section 3. Source of Funds.

Fleet/Equipment Reserve Funds \$60,000

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

Adopted this _____ day of _____, 2023.

Carole Triem, Acting Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

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

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

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

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

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

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

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

Section 3. Source of Funds

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

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

Adopted this _____ day of _____, 2023.

Carole Triem, Acting Mayor

Attest:

Elizabeth A. McEwen, Municipal Clerk

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

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

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

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

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

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

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

Section 3. Source of Funds

Alaska Department of Transportation and Public Facilities	\$3,164,401
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Section 4. Effective Date. This ordinance shall become effective upon adoption.

Adopted this _____ day of _____, 2023.

Carole Triem, Acting Mayor

Attest:

Elizabeth A. McEwen, Municipal Clerk

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

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

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

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

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

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

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

Section 3. Source of Funds

Alaska Department of Education and Early Development	\$1,039,438
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Section 4. Effective Date. This ordinance shall become effective upon adoption.

Adopted this _____ day of _____, 2023.

Carole Triem, Acting Mayor

Attest:

Elizabeth A. McEwen, Municipal Clerk

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

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

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

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

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

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

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

Section 3. Source of Funds

Alaska Department of Transportation and Public Facilities	\$119,986
---	-----------

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

Adopted this _____ day of _____, 2023.

Carole Triem, Acting Mayor

Attest:

Elizabeth A. McEwen, Municipal Clerk

MEMORANDUM

CITY/BOROUGH OF JUNEAU

Lands and Resources Office
155 S. Seward St., Juneau, Alaska 99801
Dan.Bleidorn@juneau.org
(907) 586-5252

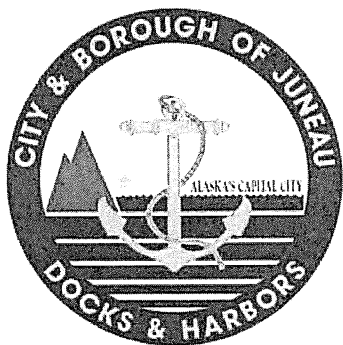
TO: Alicia Hughes-Skandijs, Chair of the Assembly LHED Committee
FROM: Dan Bleidorn, Lands and Resources Manager *Daniel Bleidorn*
SUBJECT: Goldbelt and CP Marine Application for a Land Trade
DATE: December 14, 2022

Goldbelt, Inc. and CP Marine Inc. completed an application proposing a land trade near the Seadrome Building to develop a new visitor oriented building in support of the Juneau tourism market. This property is managed by the Docks & Harbors Department. According to Port Director Uchytel, "the patchwork of CBJ owned versus Goldbelt owned property is readily apparent. The existing parcels are limiting to both CBJ and to Goldbelt for future development. The proposal to consolidate parcels in a coherent fashion will benefit both parties." On August 25th, 2022, the Docks & Harbors Board supported Goldbelt's request with the following motion: "Direct staff to initiate an appraisal and establish a process to coordinate Docks & Harbors interests with Goldbelt's efforts to develop the Seadrome property."

The Land Management Plan designates this property and all waterfront property and tidelands as properties to retain but the Plan also states, "Parcels under their jurisdiction will not be discussed in detail in this plan because money generated from those properties is directed back to the respective enterprise funds. Additionally, specific master plans for these departments will guide their disposal methods and timing." Even still, in order for this land trade to move forward the Assembly will be required to update the Land Management Plan to reflect this property as available for disposal.

If the Committee provides a positive motion this application will be reviewed by the Assembly as New Business. There will also be a Planning Commission review for both the land trade and the Plan amendment will be included. The intention is to move forward with investigating the land trade and for the remaining large parcel to continue to be designated as retain. If a land trade moves forward, terms and conditions would be approved by the Assembly by an ordinance.

Staff requests that the Lands, Housing, and Economic Development Committee provide a motion of support to negotiate with Goldbelt and CP Marine on a land trade.



Port of Juneau

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

From: Port Director

To: Docks & Harbors Board

Via: Docks & Harbors Operations-Planning Committee

Date: November 4th, 2022

Re: ASSEMBLY AUTHORITY FOR NEGOTIATED LAND SALE

1. Docks & Harbors has been approached by two separate private entities requesting consideration to acquire CBJ owned land which is managed under Docks & Harbors. The next steps are to conduct appraisals and begin negotiations allowing the transitions to be considered and acted upon.
 - a. Goldbelt, Inc is proposing an exchange of parcels near the Seadrome Building to develop a new visitor oriented building in support of the Juneau tourism market. On August 25th, 2022 the Board approved Goldbelt's request with the following motion: "Direct staff to initiate an appraisal and establish a process to coordinate Docks & Harbors interests with Goldbelt's efforts to develop the Seadrome property."
 - b. Hansen-Gress has applied to the CBJ Lands & Resources Office to purchase CBJ owned tide lands which are managed by Docks & Harbors. On August 25th, 2022 the Board approved Hansen-Gress request with the following motion: "To advance the Hansen-Gress proposal that includes easements for future Docks & Harbors development as well as first right of refusal on the consolidated land and building sale as well as the evaluation of property by Docks & Harbors contracted appraiser that assumes the property as a single lot." At the September 26th Assembly LHED meeting, that Committee recommended the Assembly to "work with the original proposer in accordance with city Code 53.09.260."
2. The Hansen-Gress application has progressed through the Assembly and does not require action from the Board at this time. Goldbelt's request does require Board and Assembly authorization to move forward. Title 53 allow several options in disposing of CBJ lands: (1) auction sale, (2) over-the-counter sales, (3) sealed competitive bids or (4) by negotiated sale. 53.09.260 outlines the requirements for direct negotiated sale and specifies that the Assembly

approve that option by motion.

53.09.260 - Negotiated sales, leases, and exchanges.

(a) Application, initial review, assembly authority to negotiate. Upon application, approval by the manager, and payment of a \$500.00 fee, a person or business entity may submit a written proposal to lease, purchase, exchange, or otherwise acquire City and Borough land for a specified purpose. The proposal shall be reviewed by the assembly for a determination of whether the proposal should be further considered and, if so, whether by direct negotiation with the original proposer or by competition after an invitation for further proposals. Upon direction of the assembly by motion, the manager may commence negotiations for the lease, sale, exchange, or other disposal of City and Borough land.

3. Enclosure (1) was provided in the Goldbelt presentation on August 25th. The patchwork of CBJ owned versus Goldbelt owned property is readily apparent. The existing parcels are limiting to both CBJ and to Goldbelt for future development. The proposal to consolidate parcels in a coherent fashion will benefit both parties. It is appropriate that the land exchange discussions be continued with Goldbelt exclusively and that direct negotiations be authorized in accordance with 53.09.260.
4. I propose the Board make the following motion: To recommend the Assembly authorize direct negotiations with Goldbelt in accordance with 53.09.260 for a potential land exchange at the Seadrome property.

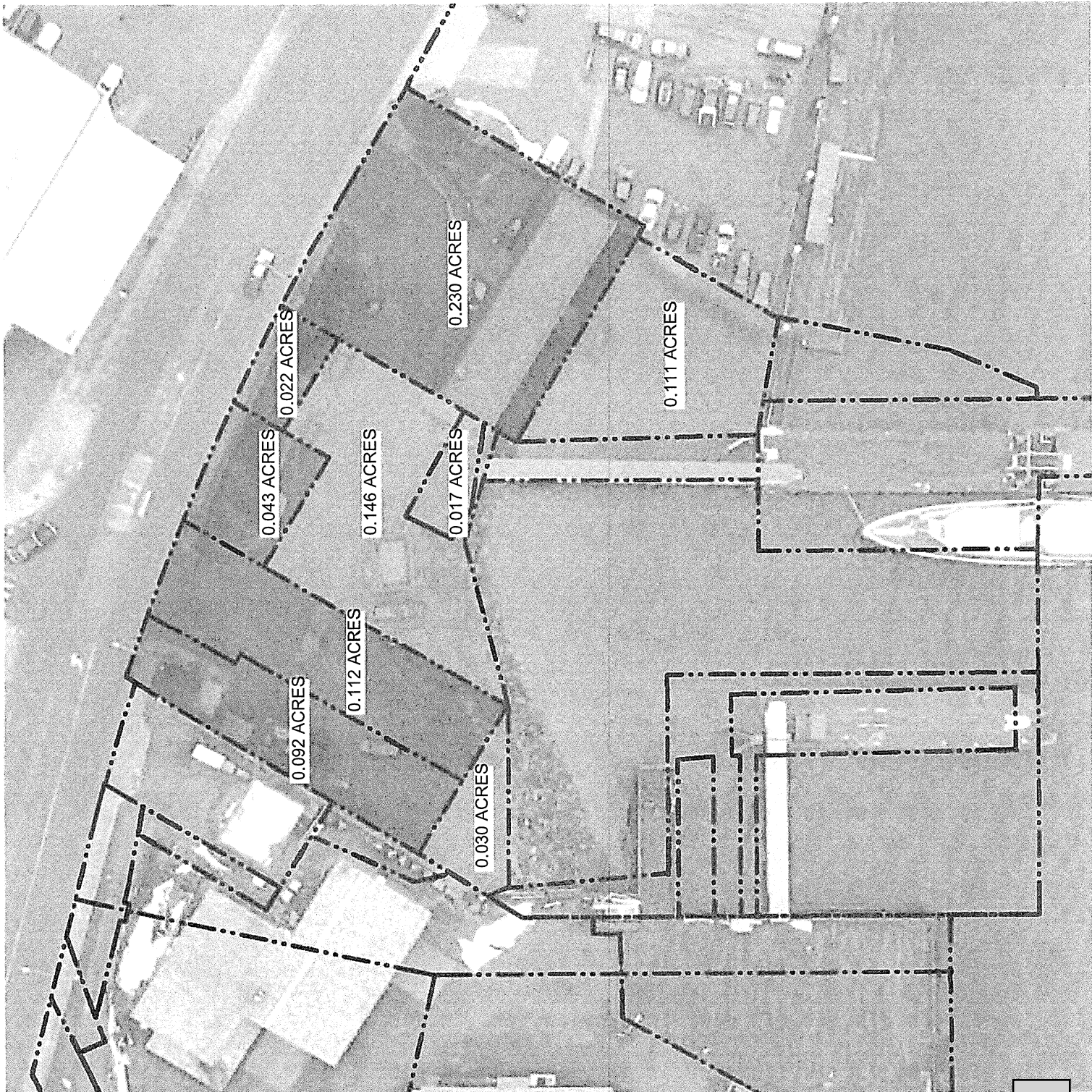
#

Encl: (1) Seadrome Property Map



GOLDBELT EXCHAI
CENTRAL AND SO
(DARK RED HATCH)
OF WESTERN LOTS
(HATCH) TO CB11

Section Q, Item 29.





OFFICE OF THE MUNICIPAL CLERK

155 S. Seward St., Room 202
Phone: (907)586-5278 Fax: (907)586-4552
email: city.clerk@juneau.org

DEC 16 2022

RECEIVED

Bella McEwen

Notice of Appeal

This appeal is governed by CBJ 01-50, the Municipal Appellate Code. This code establishes the standards and procedures for appeals.¹ Anyone who files an appeal should be familiar with the appellate code. The clerk can give you a copy of the code.

Attach a copy of the decision being appealed. Do not attach any other documents, exhibits, or additional pages to this form, except for any pages needed to continue the answers to the requested information below. The clerk will accept this form only if the appropriate filing fee is attached. The fee to file an appeal to the assembly is \$500.00. To be timely, an appeal must be filed within 20 days of the date the decision being appealed is filed with the clerk.

Action Being Appealed

Board decisions are appealable: board recommendations and most staff decisions are not.

☐ Agency Appealed From:

PLANNING COMMISSION

☐ Description and Date of Decision:

*DENIAL OF 21 UNIT CONDO
PROJECT IN AUKO BAY DATE: 11/23/2022*

Concerned Parties

Identify the people who have an interest in the action being appealed: yourself and others.

☐ Party Filing Appeal

Mailing Address

Telephone

Fax

Email

*BAYHOUSE PROPERTIES 318 WILLOWHAY 463-5252
MITCH FALK*

bulwinkles1@jci.n

☐ Parties Who Won the Decision Appealed

Mailing Address

Telephone

Fax

Email

1 01.50.070 STANDARD OF REVIEW AND BURDEN OF PROOF. (a) The appeal agency may set aside the decision being appealed only if:

(1) The appellant establishes that the decision is not supported by substantial evidence in light of the whole record, as supplemented at the hearing;

(2) The decision is not supported by adequate written findings or the findings fail to inform the appeal agency of the basis upon which the decision appealed from was made; or

(3) The agency failed to follow its own procedures or otherwise denied procedural due process to one or more of the parties.

(b) The burden of proof is on the appellant. (Serial No. 92-36

☐ 2 (part), 1992).

-over-

DEC 16 2022

RECEIVED

Beth N. Evers

2016 - Appeal Form
Page 2 of 2**Issues on Appeal²**

Concisely describe the legal and factual errors that form the basis for your appeal. Do not argue them: argument will be heard later.

PLANNING COMMISSION DENIED THE PROJECT STATING ACCESS HAD TO COME FROM GLACIER HWY EVEN THOUGH THE ACCESS TO THE PROPERTY AND CURRENT BUSINESSES AND USES HAS NOT CHANGED IN OVER 100 YEARS. ALLOWABLE USES ARE A CHURCH, 10,000 SQ' OFFICE, MARINE RETAIL, BOAT STORAGE AND BOAT YARD, RESTAURANT

Relief Requested

What should the Assembly do with the action being appealed: send it back, modify it, or something else?

REVISIT THE ISSUE OF ACCESS AND ALLOW THE CONSTRUCTION OF MUCH NEEDED HOUSING. BY ALLOWING 21 RESIDENTIAL UNITS OVERALL TRAFFIC WOULD BE SUBSTANTIALLY REDUCED COMPARED TO THE ABOVE ALLOWABLE USES


Signature12/16/22
Date

If you are representing any group, or a person other than yourself, you must sign a notarized statement that you are authorized to represent them.

2 01.50.030(b)(5) COMMENCEMENT OF ACTION.

The notice of appeal shall include a concise statement of the legal and factual errors in the decision that form the basis of the appeal.

-over-



Planning Commission

(907) 586-0715

PC_Comments@juneau.org

www.juneau.org/community-development/planning-commission

155 S. Seward Street • Juneau, AK 99801

**PLANNING COMMISSION
NOTICE OF DECISION**

Date: November 23, 2022

Case No.: USE2022 0011

Bayhouse Properties LLC
ATTN: Mitch Falk
318 Willoughby Avenue
Juneau, AK 99801

Proposal: Conditional Use Permit for development of condominiums with up to 21 dwelling units, zoned Waterfront Commercial.

Property Address: 11485 Auke Bay Harbor Road

Legal Description: USS 1504 TR F1

Parcel Code No.: 4B2301050090

Hearing Date: November 22, 2022

The Planning Commission, at its regular public meeting, adopted the analysis and findings listed in the attached memorandum dated November 14, 2022 and DENIED the Conditional Use Permit for development of condominiums with up to 21 dwelling units, zoned Waterfront Commercial.

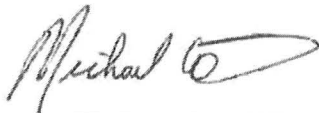
Attachments: November 14, 2022 memorandum from Irene Gallion, Community Development, to the CBJ Planning Commission regarding USE2022 0011.

This Notice of Decision does not authorize construction activity. Prior to starting any project, it is the applicant's responsibility to obtain the required building permits.

This Notice of Decision constitutes a final decision of the CBJ Planning Commission. Appeals must be brought to the CBJ Assembly in accordance with CBJ 01.50.030. Appeals must be filed by 4:30 P.M. on the day twenty days from the date the decision is filed with the City Clerk, pursuant to CBJ 01.50.030(c). Any

Bayhouse Properties LLC
File No: USE2022 0011
November 23, 2022
Page 2 of 2

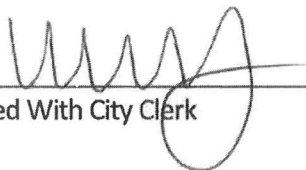
action by the applicant in reliance on the decision of the Planning Commission shall be at the risk that the decision may be reversed on appeal (CBJ 49.20.120).



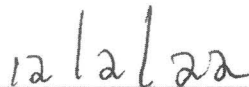
Michael LeVine, Chair
Planning Commission

December 2, 2022

Date



Filed With City Clerk



Date

cc: Plan Review

NOTE: The Americans with Disabilities Act (ADA) is a federal civil rights law that may affect this development project. ADA regulations have access requirements above and beyond CBJ-adopted regulations. Owners and designers are responsible for compliance with ADA. Contact an ADA - trained architect or other ADA trained personnel with questions about the ADA: Department of Justice (202) 272-5434, or fax (202) 272-5447, NW Disability Business Technical Center (800) 949-4232, or fax (360) 438-3208.