



ASSEMBLY REORGANIZATION MEETING 2022-24 AGENDA

October 24, 2022 at 7:00 PM

Assembly Chambers/Zoom Webinar/YouTube Livestream

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

Submitted By:

Duncan Rorie Watt, City Manager

- A. FLAG SALUTE
- B. LAND ACKNOWLEDGEMENT
- C. ROLL CALL
- D. SPECIAL ORDER OF BUSINESS
 - 1. Assembly Reorganization - Election of Deputy Mayor
 - 2. Introduction of Exchange Students
 - 3. 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. MANAGER'S REQUEST FOR AGENDA CHANGES
- F. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS (Not to Exceed a Total of 20 Minutes, Nor More than Five Minutes for Any Individual.)
- G. CONSENT AGENDA

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

Assembly Request for Consent Agenda Changes

Assembly Action

- H. Ordinances for Introduction

- 4. Ordinance 2022-06(b)(U) An Ordinance Appropriating \$500,000 to the Manager for the Aurora Harbor Improvements Capital Improvement Project; Funding Provided by Harbors Funds.

Docks and Harbors has been awarded a \$2 million matching harbor facility grant from the Alaska Department of Transportation (ADOT), restricted solely to project construction. This ordinance would appropriate \$500,000 of Harbors fund balance to the Aurora Harbor Improvements CIP, increasing the total project balance sufficiently to leverage the full value of the ADOT 50/50 matching grant while ensuring adequate funds are available to award the project bid, estimated to exceed \$4 million. This project was #13 on CBJ's FY23 Legislative Priority List.

The Docks and Harbors Board approved this request at the September 29, 2022 meeting.

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

5. Ordinance 2022-39 An Ordinance Amending Prohibited Acts within the Boat Harbor Related to Dogs and Other Domestic Animals.

The Docks & Harbors Board has considered and recommends changes to 85.25.090. The intent is to allow pedestrians, without boat ownership, to walk dogs on CBJ harbor floats, which is currently prohibited. Additionally, there is administrative language addressing the curbing of domestic animals on harbor floats. Proposed change has been included as publicly noticed agenda items and discussed at Docks & Harbors regular Board or Operations-Planning Committee meetings on the following dates: May 18th, June 22nd, June 30th, July 20th, and July 28th. The Docks & Harbors Board conducted a Public Hearing at a Special Board meeting on August 25th. The Special Board meeting and intent to propose changes to 85.25.090 was noticed via Juneau EMPIRE, Facebook, Docks & Harbors TIDE LINE, and during KINY Action Line appearances. Docks & Harbors received no written comments to the proposed changes.

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

6. Ordinance 2022-43 An Ordinance Amending Boat Harbor Regulations Relating to Vessel Identification.

The Docks & Harbors Board has considered and recommends changes to CBJC 85.25.020. The intent of this change is to require all vessels in the CBJ harbors to display name or other state or federal identification.

The proposed change has been included in publicly noticed agenda items and discussed at the Docks & Harbors regular Board or Operations-Planning Committee meetings on the following dates: May 18th, June 22nd, June 30th, July 20th, and July 28th.

The Docks & Harbors Board conducted a Public Hearing at a Special Board meeting on August 25th. The Special Board meeting and intent to propose changes to CBJC 85.25.090 was noticed via the Juneau Empire, Facebook, Docks & Harbors TIDE LINE, and during KINY Action Line appearances. Docks & Harbors received no written comments to the proposed changes.

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

7. Ordinance 2022-56 An Ordinance Amending the Land Use Code Regarding Alternative Residential Subdivision Requirements.

The Assembly created the Alternative Residential Subdivision standards in 2019. (Ord. 2018-41(c)). The purpose of the Alternative Residential Subdivision is to create flexibility in the regulation and use of land to promote and encourage different types of housing options. CBJC 49.15.900. A property owner is currently seeking approval from the Planning Commission for 440 units of housing using the Alternative Residential Subdivision code. However, during the application review, staff and the Planning Commission identified a code inconsistency with the definition of unit-lot. This ordinance would amend the unit-lot definition to be consistent with the other Alternative Residential Subdivision standards.

This ordinance has not been reviewed by the Planning Commission.

Because the Planning Commission is currently considering an Alternative Residential Subdivision application on November 8, the City Manager recommends the Assembly introduce this ordinance and set it for public hearing at a Special Assembly meeting on November 7, 2022, just before the Committee of the Whole meeting.

8. Ordinance 2022-57 An Ordinance Temporarily Amending the Planning Commission Meeting Schedule.

CBJ Code (49.10.130(a)) requires the Planning Commission to hold a regular meeting twice a month. The Community Development Department is experiencing staff shortages and is exploring options to manage public meetings with current staff. This ordinance would temporarily reduce the number of Planning Commission meetings from twice a month to once a month. A temporary reduction from two to one Planning Commission meeting a month would provide time for new staff to be hired and trained.

This ordinance has not been reviewed by the Planning Commission.

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

I. Resolutions

9. Resolution 2993 A Resolution Amending the Accessory Apartment Grant Incentive Program Criteria Regarding Short Term Rentals.

This resolution would amend the Accessory Apartment Grant Incentive Program to prohibit short-term rental use of apartments funded by this grant program. The Assembly Lands Housing and Economic Development Committee discussed this topic on August 30, 2021. The Assembly Committee of the Whole recommended the Assembly adopt this resolution at its meeting on September 26, 2022.

The City Manager recommends the Assembly adopt this resolution.

10. Resolution 3002 A Resolution Expressing Support for the United States Department of Justice, Office of Justice Program, FY22 Edward Byrne Memorial Justice Assistance Grant (JAG).

The Juneau Police Department has been awarded \$37,362 in grant funding from the U.S. Department of Justice for training and equipment. This grant will provide funding for select staff to attend the Alaska Conference on Child Maltreatment and International Association of Chiefs of Police Technology Conference. Equipment funding provides for patrol vehicle vaults, explosive ordnance disposal hook and line kit, and uniform inventory software.

No local match is required for this grant.

The City Manager recommends the Assembly adopt Resolution 3002.

11. Resolution 3004 A Resolution Encouraging Federal Agencies in Juneau to Coordinate Collection of Biometric Information for Foreign National Employees and Refugee Families.

Refugee families, like from Ukraine, and foreign national employees, like in the seafood industry, are required to submit biometric information (picture and fingerprints). Currently, they have to travel from Juneau to either Anchorage or Seattle, which creates financial burdens for them, their employers, and local nonprofits. However, the Juneau office of U.S. Customs and Border Protections has the ability to collect the biometric information. This resolution encourages the two federal agencies to coordinate, which will decrease fiscal hardships to Ukraine refugee families, seafood industry employers and employees, and local nonprofits.

The City Manager recommends the Assembly adopt Resolution 3004.

J. Bid Awards

12. Bid RFB # DH23-010 Statter Harbor Phase IIIC - Restrooms and Covered Shelter

The work will construct a restroom building with an attached covered waiting area in support of facilities for the passenger-for-hire floats at Don D. Statter Harbor. The building will be partially heated for year-round use and will include both interior and exterior lights and security cameras.

Funding for this project was provided from general funds and appropriated under Serial No. 2021-08(b)(am)(O).

Bids were opened on this project on October 21, 2022. The bid protest period expired at 4:30 p.m. on October 24, 2022. Results of the bid opening are as follows:

Dawson Construction	\$1,578,494.00
Island Contractors	\$1,618,680.00
Carver Construction	\$1,769,923.71
Blazy Construction	\$1,985,000.00
<i>Architect's Estimate</i>	<i>\$1.9 - \$2.0 M</i>

The Docks and Harbors Board recommended awarding this bid to Dawson Construction at a Special Board meeting held on October 21, 2022.

The City Manager recommends award of this project to Dawson Construction in the total bid amount, for a total award of \$1,578,494.00.

K. Liquor/Marijuana Licenses

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

Liquor License Transfer in Ownership

License Type: Beverage Dispensary License #447

Transfer From: David McGivney

Location: No Premise

Transfer To: TCKS LLC d/b/a Tracy's King Crab Shack 2

Location: 300 Whittier St., Lot 1C Sub-Port, Juneau

Liquor License Transfer of Controlling Interest

License Type: Beverage Dispensary-Tourism License #5631

Licensee: Tailwind JNU, LLC d/b/a Tailwind Concessions

Location: 1873 Shell Simmons Drive, Suite 220 Area B (Inside Security), Juneau

License Type: Beverage Dispensary-Tourism License #5649

Licensee: Tailwind JNU, LLC d/b/a Tailwind Concessions

Location: 1873 Shell Simmons Drive, Suite 220 Area A (Outside Security), Juneau

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

L. PUBLIC HEARING

14. Ordinance 2021-08(b)(am)(AU) An Ordinance Appropriating \$7,127,047 to the Manager to Fund the City and Borough of Juneau and Bartlett Regional Hospital's Fiscal Year 2022 Public Employees' Retirement System (PERS) Contribution; Funding Provided by the Alaska Department of Administration.

This ordinance would appropriate \$7,127,047 for the State of Alaska's FY2022 8.11% PERS benefit rate paid on-behalf of the CBJ and BRH, distributed as follows:

City and Borough of Juneau	\$3,498,144
Bartlett Regional Hospital	\$3,628,903

Funding is provided by the Alaska Department of Administration, authorized by passage of HB69 during the 2021 legislative session.

This is a housekeeping ordinance to properly account for these on-behalf contributions to the state-managed retirement fund and has no impact on the CBJ or BRH's finances.

The City Manager recommends the Assembly adopt this ordinance.

15. Ordinance 2021-08(b)(am)(AV) An Ordinance Appropriating \$28,226,000 to and Deappropriating \$2,495,600 from the Manager for the City and Borough of Juneau's Fiscal Year 2022 Operating Costs; Funding Provided by Various Sources.

This ordinance appropriates \$28,226,000 and deappropriates \$2,495,600 for the City and Borough of Juneau's FY2022 operating costs. The following departments and funds require supplemental budget authority in FY2022:

Airport: this ordinance appropriates \$383,000 of Federal CARES Act funding for required repairs and maintenance upgrades at the Airport.

Docks: \$335,000 of Docks funds provides for extraordinary costs associated with hiring seasonal part-time limited staff required to meet unfunded, new Coast Guard security regulations pertaining to dual identification verification.

Hospital: \$2,000 of supplemental authority is needed to support increased labor costs due to staffing shortages and inflationary pressure on materials and commodities; funding provided by Hospital funds.

Risk Management: this ordinance appropriates \$1,452,000 of Risk Management funds for health and property insurance claims that exceeded budget estimates.

Pandemic Response Fund: this ordinance provides budget authority to transfer federal ARPA funds for the replacement of lost State Marine Passenger Fee revenue and the Local Government Lost Revenue Relief Grant to the General Fund. This ordinance also appropriates nearly \$1 million for CBJ's FY2022 COVID-related costs, funded by FEMA revenue.

This ordinance appropriates the remaining authority of \$7,123,300 and deappropriates \$2,495,600 for housekeeping items, including aligning budget to actual transfers, the liquidation of the Waste

Management and Library Minor Contribution funds, and the repayment of a refunded port bond with bond proceeds.

The City Manager recommends the Assembly adopt this ordinance.

16. Ordinance 2022-42 An Ordinance Providing for a Property Tax Abatement Program to Incentivize the Development of Higher Density Housing.

The Housing Action Plan and Juneau Economic Development Plan identify property tax abatement as an incentive to encourage new housing development. Building on an existing provision for downtown housing, this ordinance proposes to expand tax abatement for qualifying new housing developments borough-wide. Only housing developments on a single lot that remain under common ownership would qualify. This incentive is intended to help address Juneau's shortage of adequate and affordable housing, which the Assembly identified as a high priority in its 2022 Goals. This tax abatement would sunset on October 1, 2032, which will induce a future review to determine if the program is accomplishing its aims as designed.

The Assembly Finance Committee discussed this topic at the July 7, August 3, and September 7, 2022 meetings.

The City Manager recommends the Assembly adopt this ordinance.

17. Ordinance 2022-06(b)(P) An Ordinance Appropriating \$700,000 to the Manager for a Pre-Development Loan for Gastineau Lodge Apartments, LLC; Funding Provided by the Affordable Housing Fund.

This ordinance would appropriate funding from the Affordable Housing Fund for a pre-development loan for the Gastineau Lodge Apartments project, a 72-unit apartment building in Downtown Juneau. Phased loan disbursement will mitigate CBJ's risk, and liens against the property and building materials further secure the loan. CBJ's support of this project is intended to help address Juneau's shortage of adequate and affordable housing, which the Assembly identified as a high priority in its 2022 Goals. However, slope stability along Gastineau Avenue has recently put new development in focus due to the event on September 26, 2022.

The Assembly Finance Committee reviewed this request at the August 3 and September 7, 2022 meetings. The applicant has provide the documents requested by the Assembly, which are included in the packet. Notably, Attachment A depicts the contributions of each member.

Given the policy considerations, the City Manager does not have a recommendation.

M. NEW BUSINESS

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

There are four 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.

N. STAFF REPORTS

19. October 4, 2022 CBJ Municipal Election Report to the Assembly

- [20.](#) Authorization to proceed to Dawson Construction for pre-construction services for Mendenhall Wastewater Treatment Plant SCADA under existing CMAR contract

O. ASSEMBLY REPORTS

Mayor's Report

Committee and Liaison Reports

Presiding Officer Reports

21. Goldstein Improvement Company Tax Appeals: Request for Stay

Goldstein Improvement Company filed six appeals regarding 2022 property tax assessments. The property owner appealed the same items to superior court and to the Assembly. The Assembly accepted the appeals on August 1 and August 29, 2022, for the limited purpose of determining if the Assembly had jurisdiction, and assigned them to a hearing officer. Prior to the hearing officer starting, the parties agreed the Assembly appeals should be stayed through the end of the year while the parties await superior court decisions from the 2021 tax appeals.

The Municipal Attorney recommends the Assembly—by motion—order (1) further proceedings in the Goldstein Improvement Company appeals stayed until January 31, and (2) the parties shall meet and confer in January to propose next steps.

P. ASSEMBLY COMMENTS & QUESTIONS

Q. CONTINUATION OF PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

R. EXECUTIVE SESSION

22. Discussion on Collective Bargaining.

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

S. SUPPLEMENTAL MATERIALS

T. ADJOURNMENT

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

Presented by: The Manager
Introduced: October 24, 2022
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

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

An Ordinance Appropriating \$500,000 to the Manager for the Aurora Harbor Improvements Capital Improvement Project; Funding Provided by Harbors Funds.

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

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

Section 2. Appropriation. There is appropriated to the Manager the sum of \$500,000 for the Aurora Harbor Improvements Capital Improvement Project (H51-125).

Section 3. Source of Funds

Harbors Funds	\$ 500,000
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Section 4. Effective Date. This ordinance shall become effective upon adoption.

Adopted this _____ day of _____, 2022.

Beth A. Weldon, Mayor

Attest:

Elizabeth A. McEwen, Municipal Clerk

Presented by: D&H Board
Presented: 10/24/2022
Drafted by: B. Brown

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2022-39

An Ordinance Amending Prohibited Acts within the Boat Harbor Related to Dogs and Other Domestic Animals.

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

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

Section 2. Amendment of Section. CBJC 85.25.090 Prohibited acts, is amended to read:

85.25.090 Prohibited acts.

It is unlawful for any owner, master, operator or managing agent or other person to commit any of the following acts within the boat harbor:

...

- (7) To allow or permit any dog or other domestic animal to be tethered or restrained to any part of a float or ramp, or to permit any dog to urinate or defecate on the floats. If a dog or other domestic animal urinates on a float or ramp, the urine must be cleaned up by the application of water in an amount sufficient to eradicate the urine. If a dog or other domestic animal defecates on a float, ramp, or any other area of the harbor including the parking lot, the feces must be cleaned up immediately and disposed of in a proper trash receptacle. All dogs must be leashed in such a manner that a person capable of controlling the dog is able to

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2 maintain positive control of them while on the dock, and in compliance with CBJC 08.40.020.

3 ~~Only the dogs of owners of boats legally moored in the harbor, or the dogs of the guests of such~~
4 ~~boat owners, shall be permitted on the floats, but then only when on a leash and for such~~
5 ~~minimum time as is necessary to go between the boat and shore.~~

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

10 Adopted this _____ day of _____, 2022.

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12 _____
13 Beth A. Weldon, Mayor

14 Attest:

15 _____
16 Elizabeth J. McEwen, Municipal Clerk
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Presented by: The Manager
Presented: 09/12/2022
Drafted by: B. Brown

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2022-43

An Ordinance Amending Boat Harbor Regulations Relating to Vessel Identification.

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

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

Section 2. Amendment of Section. CBJC 85.25.020, is amended to read:

85.25.020 Identification.

If federal or state law, rule or regulation does not compel the numbering or other identification of any boat or vessel, the board shall establish by regulation how such boats shall be identified, and thereafter no such boat or vessel nor any other boat or vessel, shall be allowed in the boat harbor unless it is properly identified. All vessels shall be required to display a current state registration or display the vessel's name and hailing port if it is a federally documented vessel, or a permanently-affixed name and contact number if the vessel is not required to be state registered or federally documented. Failure by any owner, operator or master to so identify any boat or vessel using the boat harbor shall be a violation of this chapter.

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

Adopted this _____ day of _____, 2022.

Attest:

Beth A. Weldon, Mayor

Elizabeth J. McEwen, Municipal Clerk

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Presented by: The Manager
Presented: 10/24/2022
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2022-56

An Ordinance Amending the Land Use Code Regarding Alternative Residential Subdivision Requirements.

WHEREAS, CBJ Code 49.15.900 explicitly states the intent of the Alternative Residential Subdivision ordinance “is to provide reasonable minimum standards and procedures for unit-lot residential communities in which all or some of the lots do not substantially conform to the minimum requirements for a traditional subdivided lot”; and

WHEREAS, CBJ Code 49.15.920(m) explicitly states “If an alternative residential subdivision creates a lot that complies with the table of dimensional standards, 49.25.400, for the underlying zoning district, the accessory dwelling unit prohibition of this subsection does not apply”; and

WHEREAS, the definition of unit-lot in CBJ Code 49.80.120 unintentionally restricts unit-lots to being substantially less than the minimum lot size for the zoning district, which conflicts with CBJC 49.15.900 and 49.15.920(m); and

WHEREAS, the definition of unit-lot should be amended to be consistent with and reflect the intent of the Alternative Residential Subdivision ordinance (Ord. 2018-41(c)).

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.

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49.80.120 Definitions.

Unit-lot means any lot, site, parcel, unit-site, and similar geographically defined property that is created through an alternative residential subdivision, including a lot ~~and~~ that is substantially smaller than the minimum lot size required for the zoning district.

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

Adopted this _____ day of _____, 2022.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Presented: 10/24/2022
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2022-57

An Ordinance Temporarily Amending the Planning Commission Meeting Schedule.

WHEREAS, the Planning Commission is required to hold two meetings per month; and

WHEREAS, the Community Development Department is experiencing staff shortages and is exploring options to manage public meetings with the current staff; and

WHEREAS, a temporary reduction from two to one Planning Commission meeting a month would provide time for new staff to be hired and trained.

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. Temporary Reduction in Planning Commission Meetings. Despite the two meeting requirement in CBJC 49.10.130(a), from the effective date of this ordinance to no later than June 1, 2023, the Planning Commission shall only be required to hold a regular meeting on the second Tuesday of each month. As soon as Community Development Department staffing improves, the Planning Commission shall return to two meetings per month as required by CBJC 49.10.130(a), which must occur no later than June of 2023.

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

Adopted this _____ day of _____, 2022.

Attest:

Beth A. Weldon, Mayor

Elizabeth J. McEwen, Municipal Clerk



(907) 586-0715
 CDD_Admin@juneau.org
 www.juneau.org/CDD
 155 S. Seward Street • Juneau, AK 99801

DATE: October 21, 2022

TO: Mayor Weldon and Assembly Members

FROM: Jill Maclean, AICP | Director *Jill Maclean*

SUBJECT: Ordinance 2022-57: An Ordinance Amending the Land Use Code Regarding Planning Commission Meetings

Background

As you are aware, CDD and CBJ as a whole have been experiencing a number of staffing capacity challenges. We have managed to fill two positions (Planner II and one of two Administrative Assistant positions), and we need to focus on their onboarding and training in order to ensure their success. We continue to recruit and train up the other vacant positions in the department.

To better ensure that we achieve our core responsibilities—permitting, plan review, and inspections—the following changes to the level of services provided by CDD will be implemented:

- On October 24th, at the Assembly COW, an ordinance is being introduced that will reduce the required number of Planning Commission meetings from the second and fourth Tuesday, to the second Tuesday of each month (one meeting per month)
- CDD will continue to staff and see Blueprint Downtown Juneau and the S. Douglas / W. Juneau area plans to completion providing no further impacts to staff capacity
- CDD will continue to staff the Building Advisory Code committee to ensure that the new ICC code updates are implemented as soon as possible
- Beginning November 1, 2022:
 - CDD will discontinue staffing the subcommittees of the Commission, and other boards and committees not mentioned above, that are staffed by CDD until further notice:
 - Title 49 Subcommittee
 - CIP Subcommittee
 - Governance Subcommittee (unless required to revise Rules of Order)
 - HRAC
 - WRB

I recognize that these measures are impactful, and I appreciate your support as we continue to prioritize permitting, plan review, and inspections to support development throughout the community.

Presented by: Waahlaal Giidaak

Presented: 10/24/2022

Drafted by: R. Palmer III

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2993

A Resolution Amending the Accessory Apartment Grant Incentive Program Criteria Regarding Short Term Rentals.

WHEREAS, consistent with the CBJ Housing Action Plan, to ensure a healthy housing market, the CBJ needs to spend its own resources to create more housing for young families, workers, and seniors; and

WHEREAS, in 2015, the Assembly established an accessory apartment grant pilot program with \$72,000 in \$6,000 individual grants, which resulted in 12 new accessory apartments; and

WHEREAS, by early 2017, the \$72,000 pilot program created more than \$1,000,000 in development, which is being recognized through property taxes; and

WHEREAS, because of the success of the pilot program, the Assembly appropriated \$480,000 as funding for the accessory apartment grant incentive program for five years via Ordinance 2017-06(AD); and

WHEREAS, the CBJ Lands Housing and Economic Development Committee (LHED) considered amending the accessory apartment grant incentive program related to short term rentals on August 30, 2021; and

WHEREAS, the accessory apartment grant incentive program criteria used since the adoption of Ordinance 2017-06(AD) should be amended to clarify the Assembly's intent is not to create accessory apartments for short term rental use.

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

Section 1. Accessory Apartment Grant Incentive Program Criteria. The following program criteria governs new accessory apartment grants:

- A. Intent.** The Accessory Apartment Incentive Grant program is intended to provide encouragement for homeowners to add an accessory apartment to their home. This program should not create short term rentals or allow the apartment to be a short term rental for three years after qualifying. This incentive is a \$6,000 grant per new apartment created. Grants are limited based on available funding. The CBJ is free to reduce or eliminate the funding for this program. Applicants do not vest any

rights in this program. Funding for this program is provided by the Juneau Affordable Housing Fund.

B. Preliminary Eligibility Requirements to Apply

1. One grant per person;
2. One grant per property;
3. Applicant must be the property owner and at least 18 years of age;
4. Outstanding code enforcement cases must not exist on the subject property;
5. Only new accessory apartment units are eligible for this incentive program;
6. Building permit must have been issued after the program launch date; and
7. Building permit and grant application must be compliant with Title 19, Title 49, CBJ Engineering Code, and incentive grant criteria.

C. Eligibility for Award

1. Pass final inspection within one year of issuance of associated building permit.
2. This award is non-transferable; therefore, if there is a conveyance of property prior to awarding this grant, this application becomes null and void.
3. Receive a full Certificate of Occupancy within one year from date building permit was issued. A Temporary Certificate of Occupancy is insufficient.
4. Have no outstanding or active code enforcement cases on subject property. Building permit and grant application must be compliant with Title 19, Title 49, CBJ Engineering Code, and incentive grant criteria.
5. Submit exterior and interior photo of new unit.
6. Property taxes and assessments, including bonds, must be in good standing.
7. Agree not to rent the apartment as a short term rental from issuance of the certificate of occupancy for three years, and a default would cause the property owner to owe the CBJ the grant award. A short term rental means a dwelling unit, or portion of a dwelling unit, offered for overnight occupancy in exchange for a fee and that is available for rent for fewer than 30 consecutive days.

D. Application and Disbursement Process

1. Property owners shall complete an Accessory Apartment Incentive Grant application concurrently with a Building Permit application for an Accessory Apartment. Applications are accepted at the Community Development Department Permit Center on the 4th floor of the Marine View Building, located at 230 South Franklin Street. Staff will be available to provide assistance and answer any questions.
2. Availability of funding currently allows for 16 grant awards per fiscal year, from FY23. Applications are received on a first come, first served basis. Grant application approval will be determined by the Community Development Department; approval is subject to meeting preliminary eligibility requirements. The first 16 eligible applicants will be awarded after meeting the final eligibility for award requirements. After the first 16 applications have been received, eligible applicants will be placed on a waitlist in the

event more funding becomes available, or an applicant on the primary list fails to meet award eligibility requirements.

3. Grant proceeds will be disbursed after a full Certificate of Occupancy is issued by the CBJ Building Division, within the one-year timeframe, and all other award eligibility requirements are met. Extension of grant deadlines will not be provided. Temporary Certificates of Occupancy are insufficient to receive an incentive grant award.

E. Final Inspections. Applicants are cautioned that the building inspection process often takes more time to complete than one may anticipate. Inspectors may have several inspections pending. Depending on the season, inspectors may be unable to respond rapidly to a request for an inspection. Please allow adequate time after inspections to make necessary corrections. Final inspections should be scheduled at least one month in advance of the one-year deadline.

F. Income and Taxes. Applicant is solely responsible for any tax implications upon receiving this incentive grant.

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

Adopted this _____ day of _____, 2022.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Presented: October 24, 2022
Drafted by: Finance

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 3002

A Resolution Expressing Support for the United States Department of Justice, Office of Justice Program, FY22 Edward Byrne Memorial Justice Assistance Grant (JAG).

WHEREAS, the Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the leading federal source of criminal justice funding to state and local jurisdictions; and

WHEREAS, the Edward Byrne Memorial JAG Program provides states, territories, tribes, and local governments with critical funding necessary to support a range of program areas including law enforcement; prosecution and court; prevention and education; corrections and community corrections; drug treatment and enforcement; planning, evaluation, and technology improvement and crime victim and witness initiatives; and

WHEREAS, the City and Borough of Juneau's Police Department has been awarded \$37,362 under the FY22 JAG Grant, for which authority has already been appropriated in the Police Department's FY23 operating budget; and

WHEREAS, in order to receive grant funding, each community must certify that the governing body of the unit of local government supports the grant and its intended funding purposes; and

WHEREAS, the City and Borough of Juneau's Police Department has identified the following training opportunities and equipment needs to apply this funding to in FY23:

1. Alaska Conference on Child Maltreatment
2. International Association of Chiefs of Police Technology Conference
3. Patrol vehicle vaults
4. Explosive ordnance disposal hook and line kit
5. Uniform inventory software

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

Section 1. The City and Borough of Juneau supports the United States Department of Justice, Office of Justice Program, FY22 Edward Byrne Memorial Justice Assistance Grant and its intended funding uses.

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

Adopted this 24th day of October, 2022.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager

Presented: 10/24/2022

Drafted by: R. Palmer III

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 3004

A Resolution Encouraging Federal Agencies in Juneau to Coordinate Collection of Biometric Information for Foreign National Employees and Refugee Families.

WHEREAS, the seafood industry is a vital economic generator for Southeast Alaska, including in Juneau, and employs many foreign national employees; and

WHEREAS, refugees from Ukraine have recently located in Juneau; and

WHEREAS, the United States Citizenship and Immigration Services (USCIS) requires biometric data (fingerprints and a photograph) of new refugees and foreign national employees but does not currently collect biometric information in Juneau; and

WHEREAS, refugees and foreign national employees in Southeast must go to Seattle or Anchorage for biometric information collection and verification, which imposes hardships and inconveniences; and

WHEREAS, the United States Customs and Border Protection (USCBP) office in Juneau has the ability to collect biometric information, which would decrease fiscal hardships and burdens on employers, foreign national employees, and refugees.

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

Section 1. Encourage Federal Agency Coordination. The Assembly encourages the USCBP and USCIS to coordinate the collection of biometric information for refugees and foreign national employees in Juneau, which will decrease unnecessary travel and costs for people, businesses, and nonprofit agencies.

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

Adopted this _____ day of _____, 2022.

Attest:

Beth A. Weldon, Mayor

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: October 21, 2022

FROM: Caleb Comas *CC*
Contract Administrator

FILE: 1513

SUBJ: BID RESULTS:
Statter Harbor Phase IIIC – Restrooms and Covered Shelter
CBJ Contract No. DH23-010

Bids were opened for the subject project on October 21, 2022. The Docks and Harbors Board is expected to approve award at the special board meeting on October 21, 2022. The bid protest period will expire at 4:30 p.m. on October 24, 2022. Results of the bid opening are as follows:

RESPONSIVE BIDDERS	TOTAL BID
<i>Dawson Construction</i>	<i>\$1,578,494</i>
Island Contractors	\$1,618,680
Carver Construction	\$1,769,923.71
Blazy Construction	\$1,985,000
<i>Architect's Estimate</i>	<i>\$1.9M - \$2.0M</i>

Project Manager: Matthew Sill

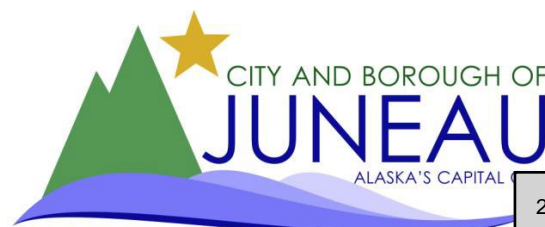
This project consists of the construction of restrooms and a covered shelter to provide amenities for tour operations at Statter Harbor. The building has cast concrete foundations, timber framed structure, tongue and groove roof decking and a membrane roof.

Funding Source: Harbor Fund and General Fund
 Total Project Funds: \$3,100,000
 CIP No. H51-108
 Construction Encumbrance: \$1,578,494
 Construction Contingency: \$158,000
 Consultant Design: \$197,000
 Consultant Contract Administration/Inspection: \$90,000
 CBJ Administrative costs: \$50,000

Pending the outcome of the protest period, staff recommends award of this project to Dawson Construction for the total amount bid of \$1,578,494.

Approved: _____
 Duncan Rorie Watt
 City & Borough Manager

Date of Assembly Approval: _____





THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Section K, Item 13.
and Economic Development

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

September 7, 2022

City and Borough of Juneau

VIA Email: beth.mcewen@juneau.org; city.clerk@juneau.org; di.cathcart@juneau.org

License Type:	Beverage Dispensary	License Number:	447
Licensee:	TCKS LLC		
Doing Business As:	Tracy's King Crab Shack 2		
Premises Address	300 Whittier Street, Lot 1, Juneau Subport, Section 23, Township 41 S Range 67 E		

☐ New Application

☒ Transfer of Ownership Application

☒ Transfer of Location Application

☐ Transfer of Controlling Interest Application

We have received a completed 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 protest within 60 days and show proof of service upon the applicant.

AS 04.11.491 – AS 04.11.509 provide that the board will deny a license application if the board finds that the license is prohibited under as a result of an election conducted under AS 04.11.507.

AS 04.11.420 provides that the board will not issue a license when a local governing body protests an application on the grounds that the applicant's proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the alcohol establishment, unless the local government has approved a variance from the local ordinance.

Sincerely,

Joan Wilson, Director

amco.localgovernmentonly@alaska.gov



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Commerce,
and Economic Development

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

Section K, Item 13.

September 6, 2022

City and Borough of Juneau

VIA Email: beth.mcewen@juneau.org; city.clerk@juneau.org; di.cathcart@juneau.org

License Type:	Beverage Dispensary TOURISM	License Number:	5631
Licensee:	Tailwind JNU LLC		
Doing Business As:	Tailwind Concessions		
Premises Address	1873 Shell Simmons Drive Suite 220 Area B		

☐ New Application

☐ Transfer of Ownership Application

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Sincerely,

Joan Wilson, Director

amco.localgovernmentonly@alaska.gov



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Commerce,
and Economic Development

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

Section K, Item 13.

September 6, 2022

City and Borough of Juneau

VIA Email: beth.mcewen@juneau.org; city.clerk@juneau.org; di.cathcart@juneau.org

License Type:	Beverage Dispensary-Tourism	License Number:	5649
Licensee:	Tailwind JNU LLC		
Doing Business As:	Tailwind Concessions		
Premises Address	1873 Shell Simmons Drive Suite 220 Area A		

☐ New Application

☐ Transfer of Ownership Application

☐ Transfer of Location Application

☒ Transfer of Controlling Interest Application

We have received a completed 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 protest within 60 days and show proof of service upon the applicant.

AS 04.11.491 – AS 04.11.509 provide that the board will deny a license application if the board finds that the license is prohibited under as a result of an election conducted under AS 04.11.507.

AS 04.11.420 provides that the board will not issue a license when a local governing body protests an application on the grounds that the applicant's proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the alcohol establishment, unless the local government has approved a variance from the local ordinance.

Sincerely,

Joan Wilson, Director

amco.localgovernmentonly@alaska.gov

Presented by: The Manager
Introduced: September 26, 2022
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2021-08(b)(am)(AU)

An Ordinance Appropriating \$7,127,047 to the Manager to Fund the City and Borough of Juneau and Bartlett Regional Hospital's Fiscal Year 2022 Public Employees' Retirement System (PERS) Contribution; Funding Provided by the Alaska Department of Administration.

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 \$7,127,047 to fund the City and Borough of Juneau and Bartlett Regional Hospital's fiscal year 2022 Public Employees' Retirement System contribution, distributed as follows:

Bartlett Regional Hospital

Bartlett Regional Hospital	<u>\$ 3,628,903</u>
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City & Borough of Juneau

General Fund:

Finance	\$ 263,047
Community Development	132,810
General Engineering	132,720
Libraries	122,488
Information Technology	89,506
Manager's Office	84,522
Law	76,938
Human Resources	42,518
Parks and Landscape	61,566
Clerk's Office	16,939
RecycleWorks	7,528
Arboretum	6,788
Mayor & Assembly	19
Total General Fund	<u>\$ 1,037,389</u>

Special Revenue Funds:

Police	\$ 704,041
Capital City Fire	423,209
Capital Transit	231,261

Parks and Recreation	160,159
Streets	130,505
Eaglecrest Ski Area	44,607
Lands & Resources	<u>13,857</u>
Total Special Revenue Funds	<u>\$ 1,707,639</u>
Enterprise Funds:	
Wastewater	\$ 193,037
Airport	179,699
Harbors	86,952
Water	82,995
Docks	<u>64,400</u>
Total Enterprise Funds	<u>\$ 607,083</u>
Internal Service Funds:	
Facilities Maintenance	\$ 73,699
Public Works Fleet	40,201
Self-Insurance	<u>32,133</u>
Total Internal Service Funds	<u>\$ 146,033</u>
Total City & Borough of Juneau	<u>\$ 3,498,144</u>
<u>Total Appropriation</u>	<u>\$ 7,127,047</u>

Section 3. Source of Funds

Alaska Department of Administration	\$ 7,127,047
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Section 4. Effective Date. This ordinance shall become effective upon adoption.

Adopted this ____ day of _____, 2022.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: September 26, 2022
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2021-08(b)(am)(AV)

An Ordinance Appropriating \$28,226,000 to and Deappropriating \$2,495,600 from the Manager for the City and Borough of Juneau's Fiscal Year 2022 Operating Costs; Funding Provided by Various Sources.

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 \$28,226,000 for the City and Borough of Juneau’s fiscal year 2022 operating costs, distributed as follows:

Special Revenue Funds:

Pandemic Response Fund	\$18,930,800
Library Minor Contributions Fund	<u>38,800</u>
Total Special Revenue Funds	<u>\$18,969,600</u>

Enterprise Funds:

Airport	\$ 383,000
Docks	335,000
Bartlett Regional Hospital	<u>2,000</u>
Total Enterprise Funds	<u>\$ 720,000</u>

Internal Service Funds:

Risk Management	<u>\$ 1,452,000</u>
Total Internal Service Funds	<u>\$ 1,452,000</u>

Debt Service Fund: **\$ 7,084,400**

Total Appropriation **\$28,226,000**

Section 3. Deappropriation. There is deappropriated from the Manager the sum of \$2,495,600 for the City and Borough of Juneau’s fiscal year 2022 operating costs, distributed as follows:

General Fund	(\$ 1,771,800)
Waste Management Fund	(579,100)
Port Development Fund	<u>(144,700)</u>
Total Deappropriation	<u>(\$ 2,495,600)</u>

Section 4. Source of Funds

Federal Revenue	\$19,313,800
Bond Refunding Proceeds	7,084,400
Risk Management Funds	1,452,000
Docks Funds	335,000
Library Minor Contributions Funds	38,800
Hospital Funds	2,000
Port Development Funds	(144,700)
Waste Management Funds	(579,100)
General Funds	<u>(1,771,800)</u>
Total Source of Funds	<u>\$25,730,400</u>

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

Adopted this ____ day of _____, 2022.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

Presented by: AFC
 Presented: 09/12/2022
 Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2022-42

An Ordinance Providing for a Property Tax Abatement Program to Incentivize the Development of Higher Density Housing.

WHEREAS, A.S. 29.45.050(m) gives municipalities the option of providing tax exemptions for economic development property and requires a statement that if this ordinance is adopted, it may be repealed by the voters through referendum; and

WHEREAS, the Housing Action Plan and Juneau Economic Development Plan identify tax abatement incentives to encourage development of workforce, senior, and downtown housing; and

WHEREAS, an Assembly goal is to develop more housing in the community, which can be incentivized with a broader tax abatement program.

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

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

Section 2. Amendment of Section. CBJC 69.10.023 Property tax incentives for economic development property, is amended to read:

69.10.023 Property tax incentives for economic development property.

(a) *Purpose.* This section authorizes property tax exemptions for the following on a property that meets the definition of economic development property in A.S. 29.45.050(m):

- 1
- 2 (1) Assisted living for senior citizens: At least 15 new residential units on one lot of
- 3 assisted living for senior citizens. The term residential units includes the assisted
- 4 living residential units for senior citizens and only those building spaces that are
- 5 necessary and incidental to the assisted living of senior citizens that qualify for
- 6 inclusion in the exemption like common space, support space, and shared facilities.
- 7 A residential unit qualifies for the exemption even if a non-senior citizen resides in
- 8 the unit with a senior citizen. The property is located entirely within the urban
- 9 service area as defined by Title 49. An assisted living for senior citizens tax
- 10 exemption runs with the land for the duration of the exemption so long as all of the
- 11 tax exempt residential units remain under a single common ownership. The tax
- 12 abatement terminates on the following January 1 for any residential unit sold,
- 13 during the prior year, to an individual owner that terminates the common unit
- 14 ownership.
- 15
- 16 (2) Downtown multifamily: At least four new residential units on one lot in the
- 17 Downtown Juneau Residential Tax Abatement Map, dated January 20, 2021. Such
- 18 units must not be used as short-term rentals during the property tax abatement
- 19 period. A downtown multifamily tax exemption runs with the land for the duration
- 20 of the exemption so long as all of the tax exempt residential units remain under a
- 21 single common ownership. The tax abatement terminates on the following January
- 22 1 for any residential unit sold, during the prior year, to an individual owner that
- 23 terminates the common unit ownership. No new downtown multifamily tax
- 24 exemption applications may be accepted or granted after October 1, 2032.
- 25

(3) High-density Residential: At least four new residential units on one lot and the residential development meets or exceeds 75% of the maximum density for the lot as allowed by Title 49. Such units must not be used as short-term rentals during the property tax abatement period. The property is located entirely within the urban service area as defined by Title 49. A high density tax exemption runs with the land for the duration of the exemption so long as all of the tax exempt residential units remain under a single common ownership. The tax abatement terminates on the following January 1 for any residential unit sold, during the prior year, to an individual owner that terminates the common unit ownership. No new high-density tax exemption applications may be accepted or granted after October 1, 2032.

(b) *Reserved.*

(c) *Exclusions.* Repair and rehabilitation property as defined in CBJC 69.10.025 for which an exemption application has been filed or granted is not eligible for this housing tax incentive. Submission of an application for exemption pursuant to this section shall automatically terminate any existing CBJC 69.10.025 application or designation for the property.

(d) *Application.* An application for an exemption under this section shall be made in writing to the assessor’s office prior to issuance of a building permit for the residential units. Applications made after issuance of a building permit for the residential units shall not be accepted, or rejected if accepted. The application shall at a minimum contain the following:

- (1) *Name.* The name of the applicant;
- (2) *Address.* The legal description and street address of the property for which the application is made;

- (3) *New residential units.* Drawings of the residential units that the applicant will construct, including a floor plan that includes approximate square footages;
- (4) *Existing structures.* Drawings showing the square footage of all existing structures and structures to be constructed on the property;
- (5) *Increase in residential units.* Plans showing the construction will increase the total number of residential units on the property;
- (6) *Acknowledgement of liability.* Applicant acknowledges that the residential units will be taxable if and when the residential units are no longer eligible for tax exemption under this section;
- (7) *Economic development property justification.* A narrative describing how the application qualifies as economic development property consistent with A.S. 29.45.050(m);
- (8) *Other information.* Other information as may be required by the assessor; and
- (9) *Application requirements specific to the Downtown Juneau Residential Tax Abatement.* In an application for CBJC 69.10.023(a)(2), the property owner must agree not to rent any new residential units as short-term rentals while receiving the tax abatement. A property owner who breaches this provision forfeits the remaining property tax abatement and must reimburse the City and Borough of Juneau for the property tax abatement received since first granted plus interest at the legal maximum rate of interest allowed by state law. If the property owner does not reimburse the City and Borough within 30 calendar days of notice being mailed or served, a lien shall be recorded against the property with the new residential units.

(e) *Provisional approval.* The assessor shall provisionally approve an application for tax exemption if:

- (1) The applicant submitted a complete application; and
- (2) The applicant acknowledges it must
 - (i) Construct not less than the required residential units in accordance with the plans and drawings submitted with its application; and
 - (ii) Increase the total number of residential units on the property in order to receive final approval under this section.

(f) *Final approval of exemption.* The assessor shall finally approve an application for tax exemption if:

- (1) The applicant has completed construction of residential units in accordance with the plans and drawings submitted with its application and a Certificate of Occupancy has been issued pursuant to Title 19 for each structure that contains a residential unit described in the application; and
- (2) The total number of residential units on the property has increased.

(g) *Magnitude of exemption.* Consistent with this subsection, the total potential exemption shall not reduce the amount of taxes below the amount levied on other property for the school district's required local contribution under A.S. 14.17.410(b)(2). The taxes eligible for exemption under this section are those attributable only to the newly constructed residential units exclusive of previously existing residential units (whether remodeled or not), all non-residential improvements, and land. Except as provided by subsection (m), the magnitude of exemption shall be determined on a spatial basis as follows: the square footage of the newly constructed residential units shall be divided by the square footage of all structures on the property, then

multiplied by the assessed value of all improvements on the property and by the mill rate applicable to the property.

(h) *Duration of tax exemption.* Tax exemptions approved under this section shall be for a period of 12 consecutive years beginning on January 1 of the first full calendar year after final approval of the application.

(i) *Recording of exemption.* The assessor shall memorialize the terms of an exemption granted under this section in a memorandum recorded in the Juneau Recording District and kept on file in the assessor's office.

(j) *Termination of exemption upon reduction in number of residential units.* An exemption granted under this section shall terminate immediately if and when the number of residential units on the property is less than the number existing at the time of final approval of the application under this section. An exemption granted under this section does not terminate if the property or residential unit is sold and the new owner continues to comply with this section.

(k) *Appeal.* Any decision of the assessor under this section may be appealed to the assembly in accordance with CBJC 01.50.

(l) *Annual compliance and status report.* Not later than March 31 of each year, the owner of the property for which an exemption has been granted, shall file with the assessor a report with the following information:

- (1) *Occupancy.* A statement of occupancy and vacancy of the residential units for the prior 12 months;
- (2) *Residential units remain as described.* A certification that the newly constructed residential units described in the application continue to exist and have not been converted to a non-residential use;

(3) *Further changes.* A description of physical changes or other improvements constructed since the last report or, on first report, since the filing of the application; and

(4) *Additional information.* Any additional information requested by the assessor.

(m) *Late-file penalty.* The failure for the owner to file the annual compliance and status report by March 31 shall result in ten percent reduction of the taxes exempted in the prior year.

(n) *Definitions.* In this section, the following definitions apply:

Assisted living means a facility providing housing and institutional care for people unable to live independently or without assistance. Assisted living includes facilities that provide nursing care services.

New residential unit means new construction and a condemned or uninhabitable existing dwelling unit that is renovated to current code for a residential dwelling unit according to CBJC Title 19.

Previously exempt property means real or personal property exempt under CBJC Title 69 in the prior calendar year but taxable in the next calendar year.

Residential unit means a dwelling unit as defined by CBJC 49.80.120 and is either owner-occupied or only leased for periods of at least one month.

Senior citizen means a person who is:

- (1) Sixty-five years or older; or
- (2) At least 60 years of age and the widow or widower of a senior citizen who qualified for an exemption under AS 29.45.030(e) and CBJC 69.10.020(1)(A)(i) and (ii).

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

4 *Widow or widower* means a person whose spouse has died and who has not remarried.
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7 **Section 3. Effective Date.** This ordinance shall be effective 30 days after its adoption.

8 Adopted this _____ day of _____, 2022.
9

10 _____
11 Beth A. Weldon, Mayor

12 Attest:

13 _____
14 Elizabeth J. McEwen, Municipal Clerk
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Presented by: The Manager
Presented: 09/12/2022
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

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

An Ordinance Appropriating \$700,000 to the Manager for a Pre-Development Loan to the Gastineau Lodge Apartments, LLC; Funding Provided by the Affordable Housing Fund.

WHEREAS, during the 2021 Affordable Housing Fund solicitation, the City and Borough of Juneau (CBJ) received a proposal from a private development group for a pre-development loan of \$700,000 for a 72-unit apartment building in Downtown Juneau; and

WHEREAS, the scoring team (including a banker and a developer) supported a loan to the private development group only if the loan was collateralized; and

WHEREAS, the developer (Gastineau Lodge Apartments, LLC, a partnership between Verde Infrastructure Partners, LLC and Douglas Trucano) has proposed that CBJ accept the property as collateral for the loan, it is three separate buildable lots, each about 5,000 square feet, for a total of 14,995 square feet of property that is zoned Mixed Use – the CBJ zoning district with the fewest development restrictions; and

WHEREAS, the assessor has the property valued at \$134,100 and a recently provided appraisal has the property valued at \$795,000. Given these very different values, if CBJ accepts the land as collateral for a \$700,000 loan, then CBJ needs confidence in the appraisal; and

WHEREAS, given the high demand for housing and the potential reward for the community if this housing project is fully developed, the following appropriation terms and conditions are in the best interest of the community.

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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 seven hundred thousand dollars (\$700,000) for a loan to Gastineau Lodge Apartments, LLC.

Section 3. Source of Funds.

Affordable Housing Fund	\$700,000
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Section 4. Loan Purpose and Terms. The Manager is authorized to negotiate a financing agreement with the following essential terms, in addition to other reasonably necessary contractual and financing provisions deemed necessary by the Manager to protect the City and Borough of Juneau:

- (a) **Intent.** Housing, especially workforce housing in downtown Juneau, is in high demand. The purpose of this loan is to provide an injection of capital, secured by liens, to jumpstart the development of a 72-unit apartment building in downtown Juneau. Given the disparity between the assessed value (\$134,000) and the developer’s appraised valuation (\$795,000) and the risks of pre-construction loans, a phased loan disbursement with benchmarks and private match is reasonable.
- (b) **Borrower.** The developer and borrower is Gastineau Lodge Apartments, LLC, represented by Steven Soenksen and Douglas Trucano.
- (c) **Real Property (“Property”).** This appropriation is for a 72-unit apartment building on the following real property:

Lots 12, 13, and 14 in Block 2, Pacific Coast Addition to the Townsite of Juneau, Juneau Recording District, First Judicial District, State of Alaska, as recorded April 22, 1913 in the “Trustee’s Deed Book,” Page 684, in the District Recorder’s Office Juneau, Alaska.

- (d) **Payment Term.** The term of a loan shall not exceed five years.
- (e) **Interest Rate and Calculation.** The balance of a loan shall bear interest at the rate estimated by the finance director to be the average rate the City and Borough of Juneau earned or will earn on its certificates of deposit over the applicable period with interest computed on an annual basis; principal and interest on the balance shall be repaid to the City and Borough of Juneau.
- (f) **Loan amounts.** A total of \$700,000 is available as follows:
 - (1) **Pre-permitting loan.** A loan of up to \$350,000 is available for new invoiced expenditures for design, permitting, mobilization and ordering of long-lead retaining wall materials that are reasonably necessary for the 72-unit apartment development.
 - (2) **Post-permitting loan.** An additional loan of up to \$350,000 is available—after grading, drainage, and all necessary permits have been received from the City and Borough of Juneau departments (i.e. Community Development, Engineering and Public Works, etc.) as determined by the Manager—for fifty percent (50%) of invoiced work that improves the property (i.e. utilities, grading, drainage, retaining walls, etc.); the remaining fifty percent (50%) must be provided by the private developer as match.

- 1
- 2 (g) **Security.** The Borrower and real property owner must agree that in exchange for the
- 3 City and Borough of Juneau providing the loans, the City and Borough of Juneau is
- 4 authorized to secure each loan with a lien against the real property. In addition, the
- 5 Borrower must agree to authorize the City and Borough of Juneau to secure each loan
- 6 with liens on any materials purchased with the loaned money; the City and Borough of
- 7 Juneau must release the materials liens either upon the Borrower completing
- 8 repayment or upon permanently installing the materials onto or into the Property.
- 9
- 10 (h) **Additional Loan Terms.** The Manager may add additional terms consistent with the
- 11 intent of this ordinance.
- 12

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

14 Adopted this _____ day of _____, 2022.

15

16

17 _____
Beth A. Weldon, Mayor

18 Attest:

19

20 _____
Elizabeth J. McEwen, Municipal Clerk

21

22

23

24

25

Alaska Entity #10209527

State of Alaska
Department of Commerce, Community, and Economic Development
Corporations, Business, and Professional Licensing

Certificate of Organization

The undersigned, as Commissioner of Commerce, Community, and Economic Development of the State of Alaska, hereby certifies that a duly signed and verified filing pursuant to the provisions of Alaska Statutes has been received in this office and has been found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Commerce, Community, and Economic Development, and by virtue of the authority vested in me by law, hereby issues this certificate to

Gastineau Lodge Apartments LLC



IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **October 4, 2022**.

A handwritten signature in black ink, appearing to read "Julie Sande".

Julie Sande
Commissioner



THE STATE
of **ALASKA**

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806
(907) 465-2550 • Email: corporations@alaska.gov
Website: corporations.alaska.gov

AK Entity #: 10209527
Date State Section L, Item 17.

FOR DIVISION USE ONLY

Articles of Organization
Domestic Limited Liability Company

Web-10/4/2022 12:48:37 PM

1 - Entity Name

Legal Name: Gastineau Lodge Apartments LLC

2 - Purpose

Design and construction of new multistory apartment building

3 - NAICS Code

531110 - LESSORS OF RESIDENTIAL BUILDINGS AND DWELLINGS

4 - Registered Agent

Name: ROCKET CORPORATE SERVICES INC.

Mailing Address: 3085 Mountainwood Circle, Juneau, AK 99801

Physical Address: 3085 Mountainwood Circle, Juneau, AK 99801

5 - Entity Addresses

Mailing Address: 3560 N Douglas Hwy, Juneau, AK 99801

Physical Address: 3560 N Douglas Hwy, Juneau, AK 99801

6 - Management

The limited liability company is managed by its members.

7 - Officials

Name	Address	% Owned	Titles
Frances Severe			Organizer

Name of person completing this online application

This form is for use by the named entity only. Only persons who are authorized by the above Official(s) of the named entity may make changes to it. If you proceed to make changes to this form or any information on it, you will be certifying under penalty of perjury that you are authorized to make those changes, and that everything on the form is true and correct. In addition, persons who file documents with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor. Continuation means you have read this and understand it.

Name: Frances Severe

**Statement and Resignation by Written Consent of the Organizer of
Gastineau Lodge Apartments LLC**

The undersigned, being the sole organizer of Gastineau Lodge Apartments LLC (the "LLC"), a limited liability company filed in the state of AK, adopts the following resolutions by written consent without a meeting, which shall be effective immediately upon the existence of the LLC.

- 1 Steven Soenksen
- 2 Douglas Trucano

RESOLVED, that this Written Consent shall be filed in the LLC's minute book by the members.

RESOLVED, that the undersigned resigns as organizer of the LLC and relinquishes any and all control of, authority over, or involvement with the LLC—real or perceived—to the initial member/s of the LLC, effective immediately upon the existence of the LLC.

Signed and executed by the organizer on 10/4/2022.



Frances Severe, Organizer

**Limited Liability Company Agreement of
Gastineau Lodge Apartments, LLC
A Limited Liability Company**

Section L, Item 17.

THIS OPERATING AGREEMENT (this "Agreement") of Gastineau Lodge Apartments, LLC, (the "Company"), is executed and agreed to, for good and valuable consideration, by the undersigned members (the "Members").

I. Formation.

- A. State of Formation. This is a Limited Liability Company Operating Agreement (the "Agreement") for Gastineau Lodge Apartments, LLC, a Manager-managed Alaska limited liability company (the "Company") formed under and pursuant to Alaska law.
- B. Operating Agreement Controls. To the extent that the rights or obligations of the Members or the Company under provisions of this Operating Agreement differ from what they would be under Alaska law absent such a provision, this Agreement, to the extent permitted under Alaska law, shall control.
- C. Primary Business Address. The location of the primary place of business of the Company is:
- 9950 Stephen Richards Dr, #130, Juneau, Alaska 99801, or such other location as shall be selected from time to time by the Members.
- The Company's mailing address is:
- PO Box 35854 Juneau Ak 99803, Juneau, Alaska 99803
- D. Registered Agent and Office. The Company's initial agent (the "Agent") for service of process is Steven M Soenksen. The Agent's registered office is 9950 Stephen Richards Dr #130, Juneau, Alaska 99801. The Company may change its registered office, its registered agent, or both, upon filing a statement with the Alaska Secretary of State.
- E. No State Law Partnership. No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with any other Member, for any purposes other than state tax purposes.

II. Purposes and Powers.

- A. Purpose. The Company is created for the following business purpose:
- Real Estate, Rental and Leasing
- B. Powers. The Company shall have all of the powers of a limited liability company set forth under Alaska law.
- C. Duration. The Company's term shall commence upon the filing of an Articles of Organization and all other such necessary materials with the state of Alaska. The Company will operate until terminated as outlined in this Agreement unless:
1. A majority of the Members vote to dissolve the Company;
 2. No Member of the Company exists, unless the business of the Company is continued in a

3. It becomes unlawful for either the Members or the Company to continue in business;
4. A judicial decree is entered that dissolves the Company; or
5. Any other event results in the dissolution of the Company under federal or Alaska law.

III. Members.

- A. Members. The Members of the Company (jointly the "Members") and their Membership Interest at the time of adoption of this Agreement are as follows:

Verde Infrastructure Partners, LLC, 50%

Doug Trucano, 50%

- B. Initial Contribution. Each Member shall make an Initial Contribution to the Company. The Initial Contributions of each shall be as described in Attachment A, Initial Contributions of the Members

No Member shall be entitled to interest on their Initial Contribution. Except as expressly provided by this Agreement, or as required by law, no Member shall have any right to demand or receive the return of their Initial Contribution. Any modifications as to the signatories' respective rights as to the receipt of their initial contributions must be set forth in writing signed by all interested parties.

- C. Limited Liability of the Members. Except as otherwise provided for in this Agreement or otherwise required by Alaska law, no Member shall be personally liable for any acts, debts, liabilities or obligations of the Company beyond their respective Initial Contribution, including liability arising under a judgment, decree or order of a court. The Members shall look solely to the Company property for the return of their Initial Contribution, or value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is insufficient to return such Initial Contributions, or value thereof, no Member shall have any recourse against any other Member except as is expressly provided for by this Agreement or as otherwise allowed by law.

- D. Death, Incompetency, Resignation or Termination of a Member. Should a Member die, be declared incompetent, or withdraw from the Company voluntarily or involuntarily, the remaining Members will have the option to buy out that Member's Membership Interest in the Company. If a Member is removed involuntarily, it must be by vote recorded in the official minutes. If a Member resigns, they should submit a notarized resignation letter to the Registered Agent. Should the Members agree to buy out the Membership Interest of the withdrawing Member, that Interest shall be paid for proportionately by the remaining Members, according to their existing Membership Interest and distributed proportionately among the remaining Members. The Members agree to hire an outside firm to assess the value of the Membership Interest.

The Members will have 180 days to decide if they want to buy the Membership Interest together and disperse it proportionately. If all Members do not agree to buy the Membership Interest, individual Members will then have the right to buy the Membership Interest individually. If more than one Member requests to buy the remaining Membership Interest, the Membership Interest will be paid for and split proportionately among those Members wishing to purchase the Membership Interest. If all Members agree by unanimous vote, the Company may choose to allow a non-Member to buy the Membership Interest thereby replacing the previous Member.

If no individual Member(s) finalize a purchase agreement by 90 days, the withdrawing Member or their estate, may dispose of their Membership Interest however they see fit, subject to the limitations in Section III (E) below. If a Member is a corporation, trust, partnership, limited liability company or other entity and is dissolved or terminated, the powers of that Member may be exercised by its legal representative or successor.

The name of the Company may be amended upon the written and unanimous vote of all Members if a Member withdraws, dies, is found incompetent or is terminated.

E. Creation or Substitution of New Members. Any Member may assign in whole or in part its Membership Interest only after granting their fellow Members the right of first refusal, as established in Section III (D) above.

1. *Entire transfer.* If a Member transfers all of its Membership Interest, the transferee shall be admitted to the Company as a substitute Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately upon the transfer, and, simultaneously, the transferor Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement.
2. *Partial transfer.* If a Member transfers only a portion of its Membership Interest, the transferee shall be admitted to the Company as an additional Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement.
3. Whether a substitute Member or an additional Member, absent the written consent of all existing Members of the Company, the transferee shall be a limited Member and possess only the percentage of the monetary rights of the transferor Member that was transferred without any voting power as a Member in the Company.

F. Member Voting.

1. *Voting power.* The Company's Members shall each have voting power equal to their share of Membership Interest in the Company.
2. *Proxies.* At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be delivered to the Secretary of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

G. Members' Duty to File Notices. The Members shall be responsible for preparation, maintenance, filing and dissemination of all necessary returns, notices, statements, reports, minutes or other information to the Internal Revenue Service, the state of Alaska, and any other appropriate state or federal authorities or agencies. Notices shall be filed in accordance with the section titled "Notices" below. The Members may delegate this responsibility to an Officer or a Manager at the Members' sole discretion.

H. Fiduciary Duties of the Members. The Members shall have no fiduciary duties whatsoever, whether to each other or to the Company, unless that Member is a Manager or an Officer of the Company, in which instance they shall owe only the respective fiduciary duties of a Manager or Officer, as applicable. No Member shall bear any liability to the Company or to other present or former Members by reason of being or having been a Member.

- I. Waiver of Partition: Nature of Interest. Except as otherwise expressly provided in Agreement, to the fullest extent permitted by law, each Member hereby irrevocably waives any right or power that such Member might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. No Member shall have any interest in any specific assets of the Company.

IV. Accounting and Distributions.

- A. Fiscal Year. The Company's fiscal year shall end on the last day of December.
- B. Records. All financial records including tax returns and financial statements will be held at the Company's primary business address and will be accessible to all Members.
- C. Distributions. Distributions shall be issued, as directed by the Company's Treasurer or Assistant Treasurer, on an annual basis, based upon the Company's fiscal year. The distribution shall not exceed the remaining net cash of the Company after making appropriate provisions for the Company's ongoing and anticipatable liabilities and expenses. Each Member shall receive a percentage of the overall distribution that matches that Member's percentage of Membership Interest in the Company.

V. Tax Treatment Election.

- A. Tax Designation. The Company has or will file with the Internal Revenue Service for treatment as an S-corporation.

VI. Board of Managers.

- A. Creation of a Board of Managers. The Members shall create a board of Managers (the "Board") consisting of Managers appointed at the sole discretion of the Members and headed by the Chairman of the Board. The Members may serve as Managers and may appoint a Member to serve as the Chairman. The Members may determine at any time in their sole and absolute discretion the number of Managers to constitute the Board, subject in all cases to any requirements imposed by Alaska law. The authorized number of Managers may be increased or decreased by the Members at any time in their sole and absolute discretion, subject to Alaska law. Each Manager elected, designated or appointed shall hold office until a successor Manager is elected and qualified or until such Manager's earlier death, resignation or removal.
- B. Powers and Operation of the Board of Managers. The Board shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the Company's purposes described herein, including all powers, statutory or otherwise.
1. Meetings. The Board may hold meetings, both regular and special, within or outside the state of Alaska. Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board. Special meetings of the Board may be called by the Chairman on not less than one day's notice to each Manager by telephone, electronic mail, facsimile, mail or any other means of communication.
 - i. At all meetings of the Board, a majority of the Managers shall constitute a quorum for the transaction of business and, except as otherwise provided in any other provision of this Agreement, the act of a majority of the Managers present at any meeting at which

there is a quorum shall be the act of the Board. If a quorum shall not be present at a meeting of the Board, the Managers present at such meeting may adjourn until a quorum shall be present. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if all Managers consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board.

- ii. Managers may participate in meetings of the Board by means of telephone conference or similar communications equipment that allows all persons participating in the meeting to hear each other, and such participation in a meeting shall constitute presence in person at the meeting. If all the participants are participating by telephone conference or similar communications equipment, the meeting shall be deemed to be held at the primary business address of the Company.
- C. Compensation of Managers. The Board shall have the authority to fix the compensation of Managers. The Managers may be paid their expenses, if any, of attendance at meetings of the Board, which may be a fixed sum for attendance at each meeting of the Board or a stated salary as Manager. No such payment shall preclude any Manager from serving the Company in any other capacity and receiving compensation therefor.
- D. Removal of Managers. Unless otherwise restricted by law, any Manager or the entire Board may be removed, with or without cause, by the Members, and any vacancy caused by any such removal may be filled by action of the Members.
- E. Managers as Agents. To the extent of their powers set forth in this Agreement, the Managers are agents of the Company for the purpose of the Company's business, and the actions of the Managers taken in accordance with such powers set forth in this Agreement shall bind the Company. Except as provided in this Agreement, no Manager may bind the Company.
- F. No Power to Dissolve the Company. Notwithstanding any other provision of this Agreement to the contrary or any provision of law that otherwise so empowers the Board, none of the Board shall be authorized or empowered, nor shall they permit the Company, without the affirmative vote of the Members, to institute proceedings to have the Company be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company or file a petition seeking, or consent to, reorganization or relief with respect to the Company under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee (or other similar official) of the Company or a substantial part of its property, or make any assignment for the benefit of creditors of the Company, or admit in writing the Company's inability to pay its debts generally as they become due, or, to the fullest extent permitted by law, take action in furtherance of any such action.
- G. Duties of the Board. The Board and the Members shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises. The Board also shall cause the Company to:
- 1. Maintain its own books, records, accounts, financial statements, stationery, invoices, checks and other limited liability company documents and bank accounts separate from any other person;
 - 2. At all times hold itself out as being a legal entity separate from the Members and any other person and conduct its business in its own name;
 - 3. File its own tax returns, if any, as may be required under applicable law, and pay any

taxes required to be paid under applicable law;

Section L, Item 17.

4. Not commingle its assets with assets of the Members or any other person, and separately identify, maintain and segregate all Company assets;
5. Pay its own liabilities only out of its own funds, except with respect to organizational expenses;
6. Maintain an arm's length relationship with the Members, and, with respect to all business transactions entered into by the Company with the Members, require that the terms and conditions of such transactions (including the terms relating to the amounts paid thereunder) are the same as would be generally available in comparable business transactions if such transactions were with a person that was not a Member;
7. Pay the salaries of its own employees, if any, out of its own funds and maintain a sufficient number of employees in light of its contemplated business operations;
8. Not guarantee or become obligated for the debts of any other person or hold out its credit as being available to satisfy the obligations of others;
9. Allocate fairly and reasonably any overhead for shared office space;
10. Not pledge its assets for the benefit of any other person or make any loans or advances to any person;
11. Correct any known misunderstanding regarding its separate identity;
12. Maintain adequate capital in light of its contemplated business purposes;
13. Cause its Board to meet or act pursuant to written consent and keep minutes of such meetings and actions and observe all other Alaska limited liability company formalities;
14. Make any permitted investments directly or through brokers engaged and paid by the Company or its agents;
15. Not require any obligations or securities of the Members; and
16. Observe all other limited liability formalities.

Failure of the Board to comply with any of the foregoing covenants shall not affect the status of the Company as a separate legal entity or the limited liability of the Members.

H. Prohibited Actions of the Board. Notwithstanding any other provision of this Agreement to the contrary or any provision of law that otherwise so empowers the Board, none of the Board on behalf of the Company, shall, without the unanimous approval of the Board, do any of the following:

1. Guarantee any obligation of any person;
2. Engage, directly or indirectly, in any business or activity other than as required or permitted to be performed pursuant to the Company's Purpose as described in Section II (A) above; or

3. Incur, create or assume any indebtedness other than as required or permitted to be performed pursuant to the Company's Purpose as described in Section II (A) and

VII. Officers.

- A. Appointment and Titles of Officers. The initial Officers shall be appointed by the Members and shall consist of at least a Chairman, a Secretary and a Treasurer. Any additional or substitute Officers shall be chosen by the Board. The Board may also choose one or more President, Vice-President, Assistant Secretaries and Assistant Treasurers. Any number of offices may be held by the same person, as permitted by Alaska law. The Board may appoint such other Officers and agents as it shall deem necessary or advisable who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board. The Officers and agents of the Company shall hold office until their successors are chosen and qualified. Any Officer elected or appointed by the Members or the Board may be removed at any time, with or without cause, by the affirmative vote of a majority of the Board. Any vacancy occurring in any office of the Company shall be filled by the Board. Unless the Board decides otherwise, if the title of an Officer is one commonly used for officers of a limited liability company formed under Alaska law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office.
1. *Chairman.* The Chairman shall be the chief executive officer of the Company, shall preside at all meetings of the Board, shall be responsible for the general and active management of the business of the Company and shall see that all orders and resolutions of the Board are carried into effect. The Chairman shall execute all contracts on behalf of the Company, except:
 - i. where required or permitted by law or this Agreement to be otherwise signed and executed;
 - ii. where signing and execution thereof shall be expressly delegated by the Board to some other Officer or agent of the Company.
 2. *President.* In the absence of the Chairman or in the event of the Chairman's inability to act, the President shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. The President shall perform such other duties and have such other powers as the Board may from time to time prescribe.
 3. *Vice-Presidents.* In the absence of the Chairman and President or in the event of their inability to act, any Vice-Presidents in the order designated by the Board (or, in the absence of any designation, in the order of their election) shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. Vice-Presidents, if any, shall perform such other duties and have such other powers as the Board may from time to time prescribe.
 4. *Secretary and Assistant Secretary.* The Secretary shall be responsible for filing legal documents and maintaining records for the Company. The Secretary shall attend all meetings of the Board and record all the proceedings of the meetings of the Company and of the Board in a book to be kept for that purpose. The Secretary shall give, or cause to be given, notice of all meetings of the Board, as required in this Agreement or by Alaska law, and shall perform such other duties as may be prescribed by the Board or the Chairman, under whose supervision the Secretary shall serve. The Secretary shall cause to be prepared such reports and/or information as the Company is required to prepare by applicable law,

other than financial reports. The Assistant Secretary, or if there be more than one Assistant Secretaries in the order determined by the Board (or if there be no determination, then in order of their election), shall, in the absence of the Secretary or in the event of the Secretary's inability to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board may from time to time prescribe.

5. *Treasurer and Assistant Treasurer.* The Treasurer shall have the custody of the Company funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company according to generally accepted accounting practices, using a fiscal year ending on the last day of the month of December. The Treasurer shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Board. The Treasurer shall distribute the Company's profits to the Members. The Treasurer shall disburse the funds of the Company as may be ordered by the Board and shall render to the Chairman and to the Board, at their regular meetings or when the Members so require, an account of all of the Treasurer's transactions and of the financial condition of the Company. As soon as practicable after the end of each fiscal year of the Company, the Treasurer shall prepare a statement of financial condition as of the last day of the Company's fiscal year, and a statement of income and expenses for the fiscal year then ended, together with supporting schedules. Each of said annual statements shall be prepared on an income tax basis and delivered to the Board forthwith upon its preparation. In addition, the Treasurer shall keep all financial records required to be kept pursuant to Alaska law. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Board (or if there be no such determination, then in the order of their election), shall, in the absence of the Treasurer or in the event of the Treasurer's inability to act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board may from time to time prescribe.

- B. Officers as Agents. The Officers, to the extent of their powers set forth in this Agreement or otherwise vested in them by action of the Board not inconsistent with this Agreement, are agents of the Company for the purpose of the Company's business, and the actions of the Officers taken in accordance with such powers shall bind the Company.

VIII. Fiduciary Duties of the Board and Officers.

- A. Loyalty and Care. Except to the extent otherwise provided herein, each Manager and Officer shall have a fiduciary duty of loyalty and care similar to that of managers of business corporations organized under the laws of Alaska.
- B. Competition with the Company. The Managers and Officers shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an interest adverse to the Company unless a majority, by individual vote, of the Board of Managers excluding the interested Manager, consents thereto. The Managers and Officers shall refrain from competing with the Company in the conduct of the Company's business unless a majority, by individual vote, of the Board of Managers excluding the interested Manager, consents thereto.
- C. Duties Only to the Company. The Managers' and Officers' fiduciary duties of loyalty and care are to the Company and not to the other Managers or other Officers. The Managers and Officers shall owe fiduciary duties of disclosure, good faith and fair dealing to the Company and to the other Managers, but shall owe no such duties to Officers unless the Officer is a Manager. A Manager or Officer who so performs their duties shall not have any liability by reason of being or having been a Manager or an Officer.

- D. Reliance on Reports. In discharging the Manager's or Officer's duties, a Manager or Officer is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:

Section L, Item 17.

1. One or more Members, Managers, or employees of the Company whom the Manager reasonably believes to be reliable and competent in the matters presented.
2. Legal counsel, public accountants, or other persons as to matters the Manager reasonably believes are within the persons' professional or expert competence.
3. A committee of Members or Managers of which the affected Manager is not a participant, if the Manager reasonably believes the committee merits confidence.

IX. **Dissolution.**

- A. Limits on Dissolution. The Company shall have a perpetual existence, and shall be dissolved, and its affairs shall be wound up only upon the provisions established in Section II (C) above.

Notwithstanding any other provision of this Agreement, the Bankruptcy of any Member shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

Each Member waives any right that it may have to agree in writing to dissolve the Company upon the Bankruptcy of any Member or the occurrence of any event that causes any Member to cease to be a Member of the Company.

- B. Winding Up. Upon the occurrence of any event specified in Section II(C), the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. One or more Members, selected by the remaining Members, shall be responsible for overseeing the winding up and liquidation of the Company. They shall take full account of the liabilities of the Company and its assets, shall either cause its assets to be distributed as provided under this Agreement or sold, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided under this Agreement.
- C. Distributions in Kind. Any non-cash asset distributed to one or more Members in liquidation of the Company shall first be valued at its fair market value (net of any liability secured by such asset that such Member assumes or takes subject to) to determine the profits or losses that would have resulted if such asset were sold for such value. Such profit or loss shall then be allocated as provided under this Agreement. The fair market value of such asset shall be determined by the Members or, if any Member objects, by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) approved by the Members.
- D. Termination. The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for under this Agreement and (ii) the Company's registration with the state of Alaska shall have been canceled in the manner required by Alaska law.
- E. Accounting. Within a reasonable time after complete liquidation, the Company Treasurer shall furnish the Members with a statement which shall set forth the assets and liabilities of the Company as at the date of dissolution and the proceeds and expenses of the disposition thereof.
- F. Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this

Agreement, each Member shall only be entitled to look solely to the assets of the Company for the return of its Initial Contribution and shall have no recourse for its Initial Contribution share of profits (upon dissolution or otherwise) against any other Member.

- G. Notice to Alaska Authorities. Upon the winding up of the Company, the Member with the highest percentage of Membership Interest in the Company shall be responsible for the filing of all appropriate notices of dissolution with Alaska and any other appropriate state or federal authorities or agencies as may be required by law. In the event that two or more Members have equally high percentages of Membership Interest in the Company, the Member with the longest continuous tenure as a Member of the Company shall be responsible for the filing of such notices.

X. Exculpation and Indemnification.

- A. No Member, Manager, Officer, employee or agent of the Company and no employee, agent or affiliate of a Member (collectively, the "Covered Persons") shall be liable to the Company or any other person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.
- B. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement. Expenses, including legal fees, incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall be paid by the Company. The Covered Person shall be liable to repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Agreement. No Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions. Any indemnity under this Agreement shall be provided out of and to the extent of Company assets only.
- C. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Covered Person reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.
- D. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of the Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.
- E. The foregoing provisions of this Article X shall survive any termination of this Agreement.

XI. Insurance.

The Company shall have the power to purchase and maintain insurance, including ins Section L, Item 17. behalf of any Covered Person against any liability asserted against such person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of Article X or under applicable law. This is separate and apart from any business insurance that may be required as part of the business in which the Company is engaged.

XII. Settling Disputes.

All Members agree to enter into mediation before filing suit against any other Member or the Company for any dispute arising from this Agreement or Company. Members agree to attend one session of mediation before filing suit. If any Member does not attend mediation, or the dispute is not settled after one session of mediation, the Members are free to file suit. Any law suits will be under the jurisdiction of the state of Alaska.

XIII. Independent Counsel.

All Members entering into this Agreement have been advised of their right to seek the advice of independent legal counsel before signing this Agreement. All Members and each of them have entered into this Agreement freely and voluntarily and without any coercion or duress.

XIV. General Provisions.

- A. Notices. All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and may be personally served or sent by United States mail and shall be deemed to have been given when delivered in person or three (3) business days after deposit in United States mail, registered or certified, postage prepaid, and properly addressed, by or to the appropriate party.
- B. Number of Days. In computing the number of days (other than business days) for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.
- C. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument.
- D. Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.
- E. Headings. The Article and Section headings in this Agreement are for convenience and they form no part of this Agreement and shall not affect its interpretation.
- F. Controlling Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of Alaska (without regard to conflicts of law principles thereof).
- G. Application of Alaska Law. Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of Alaska law.
- H. Amendment. This Agreement may be amended only by written consent of the Board and the

Members. Upon obtaining the approval of any such amendment, supplement or re the Certificate, the Company shall cause a Certificate of Amendment or Amended Certificate to be prepared, executed and filed in accordance with Alaska law.

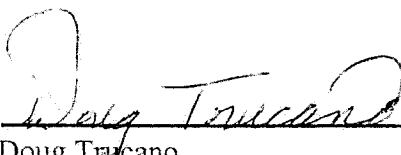
Section L, Item 17.

- I. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

IN WITNESS WHEREOF, the Members have executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of October 28, 2021.

By: 
Verde Infrastructure Partners, LLC

Date: 9-17-2022

By: 
Doug Trucano

Date: 9/17/2022

ATTACHMENT A
Initial Contributions of the Members

Section L, Item 17.

The Initial Contributions of the Members of Gastineau Lodge Apartments, LLC are as follows:

Verde Infrastructure Partners, LLC

Contribution: Program, Plans, Pre-design, Pre-permitting, Pre-engineering, feasibility, financial arrangements
\$750,000.00 valued at \$750,000.00 Program management, promotion, package assembly

Doug Trucano

Contribution: Land, located at block 2 Juneau townsite, Lots 13, 14, 15
750,000. valued at \$750,000.00

2022 8th Late File List to AssemblyHardship List:

Name	Parcel Number	Property Address
RONALD CRENSHAW	1C030C060080	428 W TWELTH ST
JOHN GUCKER	4B3201000110	15365 GLACIER HWY
WILMA TAGABAN	5B2401130030	4109 TAKU BLVD

Late File Senior & Disabled Veteran Exemption List:

Name	Parcel Number	Property Address
GARY TIMOTHY	5B2101470380	3266 MENDENHALL LP RD #38
WILMA TAGABAN	5B2401130030	4109 TAKU BLVD

From: crenshaw crenshaw@gci.net
Subject: Senior Property Tax Hardship Exemption
Date: September 13, 2022 at 9:49 AM
To: BoroughAssembly@juneau.org



Dear Mayor & Assembly Members. My name is Ron Crenshaw. I just learned that I may be eligible for the Senior Citizen Property Hardship Exemption. I have lived in Juneau since September, 2001. I am a widower since 2019. I was previously unaware of this program and have just filed my application. Although I am late filing for this year, I hope you will consider me eligible for current year.

Thank you. Ron Crenshaw, 907-321-2407.

Received
SEP 13 2022
CBJ-Assessors Office

Received

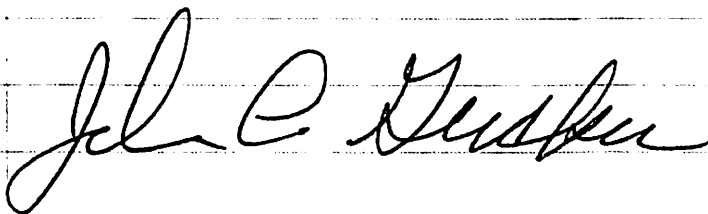
SEP 30 2022

CBJ-Assessors Office

9/29/22

CBJ ASSESSOR
CBJ ASSEMBLY

WHEN ATTEMPTING TO PAY MY
PROPERTY TAX BILL ON THURSDAY,
SEPT 29 I FOUND OUT THAT I WOULD
HAVE TO REMIT THE FULL AMOUNT
OF \$4313.77 AND THEN REQUEST TO
HAVE AN ADJUSTMENT MADE BASED
ON MY INCOME. ENCLOSED PLEASE FIND
MY PAYMENT AND A COPY OF MY
TAX RETURN. YOUR ATTENTION TO THIS
IS APPRECIATED.

15365 GLACIER HWY
PARCEL # 4B32.01000110

9/9/22

Juneau Assembly

I am filing this Senior Citizen Exemption form late due to that I did not know it was available or that it existed until after my husband's death on 7/13/22.

Wilma A. Pegala

Aug 8, 2022

To the CBJ Assessor's Office

Please consider this petition to waive part of my current tax assessment. For the past five years, my prior mortgage company paid my yearly CBJ property taxes. This past winter, I refinanced my loan through a different company and opted out of the mortgage company paying this tax. When I recently got the CBJ property tax bill, I sent off a check to CBJ to pay the property tax in full. Because I was paying the property taxes this year, I was reading up on the assessment closer and noticed that as a "Senior Citizen", the first \$150,000 property value is waived. I immediately went down to the city office to get my Senior Citizen card (I'm 69). Guess I've been putting it off because I don't think of myself as a Senior citizen yet! I know this is my own fault for not knowing all of the benefits that I could have been receiving as a Senior Citizen for the past four years, but I would greatly appreciate if you would consider this petition.

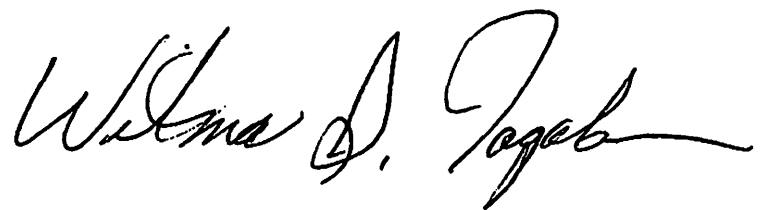
Thank you for your time!

Gary Timothy

9/9/22

Juneau Assembly

I am filing this Senior Citizen Hardship
Exemption form late due to that I
did not know it was available or
that it existed until after my
husband's death on 7/13/22

A handwritten signature in cursive script, reading "Wilma J. Jageb". The signature is fluid and extends across the width of the page.



CBJ – Regular Municipal Election, October 4, 2022
October 21, 2022 Election Report to CBJ Assembly

Beth McEwen, MMC
Municipal Clerk/Election Official

Below is a brief recap of the numbers associated with CBJ’s October 4, 2022 By Mail Election.

Looking at the Numbers

Total number of CBJ Registered Voters as of Sept. 4, 2022	27,797
Total number of ballots mailed to voters from ballot printer¹	26,242
Total number of ballots mailed to a temporary address²	38
Total number of fax/e-ballots issued	35
Total number of challenged ballots (sent cure letters)	376
Total number of challenged ballots cured/approved for counting	204
Total number of rejected ballots*	231
Total number of accepted/counted ballots	9137

Ballots were mailed out by K&H Printing from Seattle, WA on Tuesday, September 13. Ballot drop boxes were installed and opened to receive ballots 24/7 starting on September 15 through Election Day, October 4 at 8:00 p.m. The two Vote Centers, located in the Assembly Chambers at City Hall and the Mendenhall Library, were open beginning on September 19 through Election Day October 4.

The election ‘signature cure’ process was followed for those voted ballots that were received but were challenged for one of the following issues:

¹ **CBJ Code 29.07.360 ... (*emphasis added*)**

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

² Ballots issued by the Ballot Processing Center included ballots sent to voters who applied for a fax/e-ballot or those applications for ballots to be mailed to a temporary address.

- Lack of signature on the return ballot envelope,
- The signature on the return ballot envelope didn't match the signature on file with CBJ or State Division of Elections,
- There was no reference signature on file with CBJ or the State of Alaska Division of Elections,
- Lack of personal identifier (must have been one of the following: Date of Birth, last four digits of Social Security Number, Alaska Driver's License number or Voter ID number)
- The personal identifier didn't match that on file with CBJ or the State of Alaska Division of Election.

Voters whose ballots were challenged via the 'signature cure' process were sent signature cure letters instructing them on how to cure the challenged issue with the deadline to submit their cures no later than Monday, October 17 at 4:30p.m. for additional review by the Canvass Review Board.

Based on past by-mail elections, it is likely we will continue to receive a small number of ballots after certification via USPS that may or may not have been postmarked before or on Election Day.

***Rejected Ballots**

The following is a breakdown of the numbers for those ballots that were rejected following the signature cure process and additional review by the Canvass Review Board.

• No ballot in the ballot return envelope	3
• Ballots received in a drop box without any return envelope/voter information	3
• Questioned Voter registered in another Alaskan community	7
• Ballots not cured after being sent a cure notice	172
• Ballots received via USPS after Election Day with no or illegible postmark	10
• Ballots received with postmark after election day	<u>36</u>
TOTAL Rejected Ballots	231

Returned Un-voted Ballot Packets

• Returned Ballot packet returned with notification that the voter was deceased	1
• Returned ballot packets undeliverable as addressed – no new address	620
• Returned ballot packets undeliverable with temporary or new address	<u>729</u>
TOTAL un-voted returned ballots packets	1350

Following certification of the election, CBJ staff transmits a list of all voters who voted along with all the questioned and special needs ballot envelopes and any ballot mailed returned as undeliverable or "other reasons" to the State Division of Elections. The State Division of Elections then updates the voter history accordingly and follows up with its list maintenance protocols for any address changes and/or mail received as undeliverable.

Attachment: 10/19/2022 Election Certification & Official Results



**OFFICE OF THE MUNICIPAL CLERK/
ELECTION OFFICIAL**

City and Borough of Juneau (CBJ)

155 S. Seward St., Room 202

Juneau, Alaska 99801

Phone: (907)586-5278 x4175 Fax: (907)586-4552

email: Beth.McEwen@juneau.org

CERTIFICATION OF OCTOBER 4, 2022 CBJ REGULAR MUNICIPAL ELECTION

I, Elizabeth J. McEwen, Municipal Clerk and Election Official for the City & Borough of Juneau, do hereby certify that the undersigned members of the Canvass Review Board conducted the canvass of the October 4, 2022, Regular Municipal Election on October 19, 2022 and that the attached report reflects the number of persons voting, all votes cast at the election including the votes for Areawide Assemblymember, District 1 Assemblymember (1 seat for a three year term), District 2 Assemblymember (1 seat for a three year term), Board of Education Members (2 seats each for three year terms) and for Propositions 1, 2, 3, and 4 which appeared on the ballot as follows:

PROPOSITION NO. 1
GENERAL OBLIGATION BONDS \$35,000,000
Explanation

The proposition will authorize the issuance of \$35,000,000 in general obligation bond debt for paying the cost of construction and equipping of a new City Hall, including below ground parking. The total annual debt service costs, assuming an interest rate of 4.88%, will be approximately \$2,454,000. This amount of debt service would require an annual property tax levy of approximately \$29.60 per \$100,000 of assessed value (assuming that the overall estimated bond tax levy of \$42.62 per \$100,000 will be reduced due to operational savings by the City and Borough). This example of a property tax levy is provided for illustrative purposes only.

PROPOSITION NO. 1
GENERAL OBLIGATION BONDS \$35,000,000

For the purpose of constructing and equipping a new City Hall, including below ground parking within the City and Borough, shall the City and Borough of Juneau, Alaska, issue and sell its general obligation bonds, maturing within 25 years of their date of issue, in the aggregate principal amount of not to exceed \$35,000,000?

- ☐ YES, BONDS
☐ NO, BONDS

Proposition 1 – Failed to Pass with 4394 YES Votes and 4640 NO Votes

PROPOSITION NO. 2
GENERAL OBLIGATION BONDS \$6,600,000
Explanation

The proposition will authorize the issuance of \$6,600,000 in general obligation bond debt for paying the cost of undertaking certain park improvements including installation of an artificial turf field for baseball and softball and replacing the track surface at Adair-Kennedy Memorial Park, new Public Use Cabin and areawide trail maintenance. The total annual debt service costs, assuming an interest rate of 4.66%, will be approximately \$621,000. This amount of debt service would require an annual property tax levy of approximately \$10.79 per \$100,000 of assessed value. This example of a property tax levy is provided for illustrative purposes only.

PROPOSITION NO. 2
GENERAL OBLIGATION BONDS \$6,600,000

To improve public health and access to outdoor recreation by improving parks and recreational facilities, including, but not limited to, installation of an artificial turf field for baseball and softball and replacing the track surface at Adair-Kennedy Memorial Park, new Public Use Cabin and areawide trail maintenance within the City and Borough, shall the City and Borough of Juneau, Alaska, issue and sell its general obligation bonds, maturing within 15 years of their date of issue, in the aggregate principal amount of not to exceed \$6,600,000?

- ☐ YES, BONDS
☐ NO, BONDS

Proposition 2 – Passed with 6120 YES Votes and 2947 NO Votes

PROPOSITION NO. 3
AUTHORIZATION TO EXTEND THE TEMPORARY 1% AREAWIDE SALES TAX EFFECTIVE OCTOBER 1, 2023, FOR A PERIOD OF FIVE YEARS.

Explanation

Juneau currently has a permanent 1% sales tax, a temporary 1% sales tax, and a temporary 3% sales tax. The existing temporary 1% sales tax is automatically repealed on September 30, 2023. The total of all CBJ sales taxes currently levied is 5%.

This ballot proposition would continue the current 1% temporary sales tax rate for an additional five years, until September 30, 2028. Accordingly, if this proposition is approved, the total sales tax rate would remain at 5%.

It is the intent of the Assembly that taxes collected under this proposed extension of the temporary 1% areawide sales tax be appropriated by the Assembly for the following purposes:

- Deferred maintenance of CBJ and JSD facilities
- Replacement of public safety equipment for JPD and CCFR
- Redevelopment of Gastineau Avenue, Telephone Hill, and North State Office Building 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

PROPOSITION NO. 3

Authorization to Extend the Temporary 1% Areawide Sales Tax Effective October 1, 2023, for a Period of Five Years.

Shall the City and Borough of Juneau, Alaska, continue to levy and collect a temporary 1% areawide sales tax on the sale price of retail sales, services, and commercial rentals within the City and Borough for an additional five years, effective October 1, 2023, until September 30, 2028. If this proposition is approved, the total sales tax would remain at five percent.

- ☐ Extend the 1% sales tax for five years? YES
☐ Extend the 1% sales tax for five years? NO

Proposition 3 – Passed with 6247 YES Votes and 2827 NO Votes

PROPOSITION NO. 4
REFERENDUM SHORT TITLE: REPEAL CBJ 15.05.105

Explanation

This referendum petition proposes to repeal City and Borough of Juneau Code section 15.05.105 which relates to the confidentiality and disclosure of real estate values in transactions and would include the repeal of Ordinance 2020-47(am) entitled "An Ordinance Regarding Disclosure of Real Estate Values in Transactions" and Ordinance 2022-13 entitled "An Ordinance Repealing the Confidentiality Provision for Real Estate Transaction Disclosures and Establishing a Penalty for Failure to Disclose a Real Estate Transaction."

PROPOSITION NO. 4

Shall the City and Borough of Juneau, Alaska Code 15.05.105 be repealed as follows:

Section 1. Repeal of CBJ 15.05.105. Ordinance No. 2020-47(am) entitled "An Ordinance Regarding Disclosure of Real Estate Values in Transactions" and Ordinance No. 2022-13 entitled "An Ordinance Repealing the Confidentiality Provision for Real Estate Transaction Disclosures and Establishing a Penalty for Failure to Disclose a Real Estate Transaction," which are codified at City and Borough of Juneau Code Sections 15.05.105 and 03.308.070, are hereby repealed.

- ☐ Repeal CBJ Code 15.05.105? YES
☐ Repeal CBJ Code 15.05.105? NO

Proposition 4 – Passed with 4693 YES Votes and 4327 NO Votes

In accordance with CBJ Charter 7.11, CBJ Code 15.05.105 is repealed upon certification of this election.

Robert Laurie
 Robert Laurie, Canvass Board Member

Deborah Behr
 Deborah Behr, Canvass Board Member

Bruce P. Simonson
 Bruce Simonson, Canvass Board Member

Kelda Denton
 Kelda Denton, Canvass Board Member

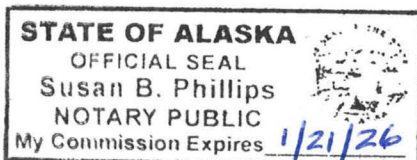
Mary Borthwick
 Mary Borthwick, Canvass Board Member

Robert Minch
 Robert Minch, Canvass Board Member

Dated: October 19, 2022

Elizabeth J. McEwen
 Elizabeth J. McEwen, MMC
 Municipal Clerk & Election Official

Subscribed and sworn to before me on this 19th day of October, 2022.



Susan B. Phillips
 Notary Public for the State of Alaska
 My commission expires: 1/21/26

City and Borough of Juneau
 October 4, 2022 Regular Municipal Election
 Official Results - Certified by Canvass Review Board
 October 19, 2022

Registered Voters: 9,137 of 27,797 (32.87%)

Ballots Cast: 9,137

Areawide Assembly (Vote for 1)

	Total	
Times Cast	9,137 / 27,797	32.87%
Candidate	Total	
Carole Triem	6,227	92.62%
Write-in	496	7.38%
Total Votes	6,723	
	Total	

Assembly District 1 (Vote for 1)

	Total	
Times Cast	9,137 / 27,797	32.87%
Candidate	Total	
Greg Smith	6,316	93.96%
Write-in	406	6.04%
Total Votes	6,722	
	Total	

Assembly District 2 (Vote for 1)

	Total	
Times Cast	9,137 / 27,797	32.87%
Candidate	Total	
Wade Bryson	5,707	91.06%
Write-in	560	8.94%
Total Votes	6,267	
	Total	

10-14-2022
Bruck Smith
Seamus & Behn
RLT & M
Robert Laurie
Kelce Denton
Wayne Barthwick

School Board (Vote for 2)

Total		
Times Cast	9,137 / 27,797	32.87%
Candidate		
Total		
Emil Robert Mackey III	5,099	44.78%
Deedie Sorensen	5,625	49.40%
Write-in	663	5.82%
Total Votes	11,387	
Total		

Proposition No. 1 (Vote for 1)

Total		
Times Cast	9,137 / 27,797	32.87%
Candidate		
Total		
Yes	4,394	48.64%
No	4,640	51.36%
Total Votes	9,034	
Total		

Proposition No. 2 (Vote for 1)

Total		
Times Cast	9,137 / 27,797	32.87%
Candidate		
Total		
Yes	6,120	67.50%
No	2,947	32.50%
Total Votes	9,067	
Total		

Proposition No. 3 (Vote for 1)

Total		
Times Cast	9,137 / 27,797	32.87%
Candidate		
Total		
Yes	6,247	68.85%
No	2,827	31.15%
Total Votes	9,074	
Total		

Proposition No. 4 (Vote for 1)

	Total	
Times Cast	9,137 / 27,797	32.87%
Candidate	Total	
Yes	4,693	52.03%
No	4,327	47.97%
Total Votes	9,020	
	Total	



MEMORANDUM

DATE: October 14, 2022
TO: Mayor Weldon and CBJ Assembly
FROM: Katie Koester, Engineering and Public Works Director
SUBJECT: Authorization to proceed to Dawson for pre-construction services for MWWTP SCADA under existing CMAR contract

The purpose of this memo is to notify the Assembly that CBJ Engineering will be spending up to an additional \$150,000 on preconstruction services for the Supervisory Control and Data Acquisition (SCADA) project at Mendenhall Wastewater Treatment Plant (MWWTP).

Entering into alternative procurement, construction manager at risk (CMAR), for this project was approved by the Assembly in Ordinance 2022-35. This is a highly technical project that essentially replaces the 'brains' of the wastewater treatment plant while it is still operational. As such, it is a perfect candidate for alternative procurement where we bring the contractor into preconstruction and design to ensure there is as little disruption as possible during construction.

Dawson was awarded the contract for CMAR construction services at the September 1, 2022 Assembly meeting. As part of that RFP award, all successive amendments were directed to be brought to the Assembly. This memo provides that notice.

Dawson has asked for the authority to bring an equipment and controls vendor onboard early in the design process to ensure that the final design can be implemented. If a vendor is not involved early in the design process, it could risk the need for re-work that would cost additional time and money. We anticipate there will be other similar requests to include subcontractors in the design and are requesting authorization to spend up to \$150,000 on these types of services with vendors and subcontractors.

Staff will update the Assembly when the construction portion of the project is given notice to proceed, as required in the RFP award. All funding for the project has been appropriated by the Assembly.

Funding Source: Sales Tax
Total Project Funds: \$3,650,000
CIP No. U76-124
Pre-Construction Encumbrance: ~~\$75,000~~ \$225,000
Consultant Design: \$546,000

Enc: RFP Award for MWWTP SCADA Upgrades