



REGULAR ASSEMBLY MEETING 2023-09 AGENDA

April 17, 2023 at 7:00 PM

Assembly Chambers/Zoom Webinar/YouTube Livestream

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

Submitted By:

Duncan Rorie Watt, City Manager

A. FLAG SALUTE

B. LAND ACKNOWLEDGEMENT

C. ROLL CALL

D. SPECIAL ORDER OF BUSINESS

1. Special Recognition: Honoring 2023 Arctic Winter Games Participants from Juneau

2. Instruction for Public Participation

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

E. APPROVAL OF MINUTES

3. 2022-11-21 Regular Assembly Meeting Minutes - Draft

F. MANAGER'S REQUEST FOR AGENDA CHANGES

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

H. CONSENT AGENDA

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

Assembly Request for Consent Agenda Changes

Assembly Action

I. Ordinances for Introduction

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

This ordinance would repeal ordinance 2022-63 authorizing the Manager to accept \$10M from Goldbelt, Inc., for the installation of the gondola and associated facilities and replace it with Ordinance 2023-08. The Assembly previously approved the ordinance on the 9th of January 2023.

After approval of the ordinance, Goldbelt, Inc. requested changes to the payment schedule of their contribution to the CBJ. The City Manager, Legal Counsel, and the Eaglecrest Manager have negotiated with Goldbelt, Inc. through revisions to the original revenue sharing agreement that are depicted in Exhibit A. Goldbelt, Inc. has provided a letter of intent to enter into the revised revenue sharing agreement in Exhibit B.

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

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

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

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

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

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

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

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

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

The Hospital Board reviewed this request at the March 28, 2023 meeting.

The Manager recommends the Assembly introduce this ordinance, refer it to the Public Works and Facilities Committee, and set it for public hearing at the next regular Assembly meeting.

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

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

Parking Lot Paving (A50-106) \$ 9,854,010

Bag Belt Replacement (A50-105) \$ 1,419,716

Gate K Reconstruction (A50-110) \$ 670,426

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

Funding appropriated for the Bag Belt Replacement CIP would provide for the replacement of aging and unreliable components of the outbound baggage conveyor system. The Airport Board approved this request at the March 9, 2023 meeting.

Funding appropriated for the Gate K Reconstruction CIP would provide for the replacement of the failed culvert on the primary Aircraft Rescue and Fire Fighting (ARFF) response route for the runway and main taxiway. The Airport Board approved this action at its March 9, 2023 meeting.

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

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

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

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

The Docks and Harbors Board approved this request at the April 14, 2023 meeting.

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

J. Bid Awards

10. Bid Award 23-193 P25 Radio Communications Upgrade for Capital Transit

Capital Transit drivers have long complained about the inadequacy of the current VHF radios, which have sizeable geographic "dead zones". Radios are the primary method for communications between buses and between buses and base. Therefore, Capital Transit and CAPITAL AKcess are seeking bids from qualified firms to provide an upgrade of the current 2-way radio communications system to an Alaska Land Mobile Radio (ALMR) P25 digital Time Division Multiple Access (TDMA) capable system. All equipment must meet Federal Transit Administration (FTA) requirements, and be listed as an approved make and model with ALMR. Responses were due on this Capital Transit bid on March 15, 2023. The new radios will communicate on the ALMR system used by

governments (including municipal governments and the State) and first responders. Both the Juneau Police Department and Capital City Fire/Rescue use P25 radios. The Capital Transit radio upgrade will be primarily funded through a federal grant.

Bids were opened on this project on March 23, 2023. The following bids were received:

Arcticom, Inc. \$192,489.41

REVL, Inc. \$220,114.30

The protest period ended March 30, 2023. The City Manager recommends award to Arcticom, Inc. on the basis of having the lowest responsive and responsible bid in the amount of \$192,489.41 based on Total Bid.

11. RFP E22-278 Construction Manager At-Risk (CMAR) Mendenhall Wastewater Treatment Plant (MWWTP) SCADA (Supervisory Control and Data Acquisition) Upgrades

This project consists of a construction firm serving in a Construction Manager at Risk capacity to provide pre-construction and construction services for the Mendenhall Wastewater Treatment Plant (MWWTP) SCADA Upgrades project. SCADA is the computer-based system which gathers data and monitors and controls the treatment equipment and processes at the MWWTP. This Alternative Procurement method was authorized by the Assembly with Ordinance 2022-35 with a guaranteed maximum price (GMP) of \$3,900,000.

A competitive process resulted in two firms responding to an RFP. On September 12, 2022, the Assembly approved the selection of Dawson Construction, LLC as the General Contractor for the MWWTP SCADA Upgrade CMAR project.

The project is transitioning from pre-construction services into a guaranteed maximum price for delivery of the project. Staff recommends approval to proceed with the project by amendment for a GMP of \$3,722,921.

The City Manager recommends approval of this contract.

K. Transfers

12. Transfer Request T-1055 A Transfer of \$1,200,000 from CIP B55-087 Emergency Department Addition to CIP B55-088 Emergency Department Emergency Medical Records Upgrades.

This request would transfer \$1,200,000 from the Emergency Department Addition CIP to the Emergency Department Emergency Medical Records Upgrades for the purpose of replacing the Emergency Department Electronic Health Record with Meditech, which is used elsewhere in the organization, to improve patient safety and care, care coordination between hospital units, provider and staff satisfaction and organizational reporting.

The Hospital Board reviewed this request at the March 28, 2023 meeting.

The City Manager recommends approval of this transfer.

13. Transfer Request T-1056 A Transfer of \$1,800,000 from CIP U76-119 Mendenhall Wastewater Treatment Plant Improvements to CIP U76-124 Wastewater SCADA Improvements.

This request would transfer \$1,800,000 from the Mendenhall Wastewater Treatment Plant (MWWTP) Improvements CIP to the Wastewater SCADA Improvements CIP. The initial budget of \$4.1 million for the SCADA project was sufficient for planning, investigation, design, and a significant portion of the construction. This transfer will provide additional funds to cover remaining construction costs, inspections, personnel time, and project contingency for unforeseen issues.

Due to complexity of the work and risk for the utility to keep the MWWTP operational during the SCADA improvements — essentially removing and replacing the brain of the MWWTP while maintaining compliant operation — an Alternative Procurement process for construction (CMAR) was approved by Assembly ordinance Ord 2022-35, capping construction costs at \$3.9 million. You will be provided information tonight as a separate item requesting approval of the construction award for the contract.

The SCADA project takes precedence over other MWWTP scheduled improvements.

The Public Works and Facilities Committee reviewed this request at the April 3, 2023 meeting.

The Manager recommends approval of this transfer.

L. Liquor/Marijuana Licenses

- [14.](#) This liquor license action is before the Assembly to either protest or waive its right to protest the license action.

Liquor License Transfer in Ownership

License Type: Restaurant Eating Place License #851

Transfer From: Alaska Travel Adventures d/b/a Gold Creek Salmon Bake

Location: No Premise

Transfer To: Green Lantern LLC. d/b/a No DBA

Location: No Premise

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

M. PUBLIC HEARING

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

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

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

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

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

First, this Ordinance has been requested for introduction.

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

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

Last, the Assembly should be informed that due to the increase in the value of real property in Juneau, funding JSD instruction "to the cap" in FY24 will increase CBJ's allowable appropriation by approximately \$2.3 Million (about an 8% increase) over the FY23 level. Based on some feedback from DEED on summer school funding, JSD staff have adjusted the request.

This request was reviewed and approved by the Juneau School District Board on January 10, 2023. This request was reviewed by the Assembly Finance Committee at the March 1, 2023 and April 12, 2023 meetings. The Systemic Racism Review Committee reviewed this request at the March 21, 2023 meeting and forwarded it to the full Assembly for public hearing.

The City Manager recommends the Assembly adopt this ordinance.

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

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

The City Manager recommends the Assembly adopt this ordinance.

17. Ordinance 2023-20(b) An Ordinance Amending the Duties of the Systemic Racism Review Committee.

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

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

The City Manager recommends the Assembly adopt this ordinance.

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

The owners of iRide Alaska, LLC, applied for a lease of City property along the West Douglas Pioneer Road located near the end of North Douglas Highway. Their request is for the commercial use of the property for guided electronic-bike "e-bike" tours. The Assembly LHED Committee reviewed this request and forwarded it to the Assembly for discussion. The Assembly considered this lease request as new business at the February 27, 2023 meeting and forwarded it to the Assembly Committee of the Whole for additional review. The Committee of the Whole reviewed this application at the March 6,

2023 meeting and adopted a motion supporting the Manager to enter into negotiations for a one-year lease including renewal options with the original applicant and to draft an ordinance for introduction. The packet for the COW meeting included extensive background material and can be viewed at: [Assembly Committee of the Whole Worksession 03/06/2023 06:00 PM | Juneau, AK \(municode.com\)](https://municode.com/03/06/2023/06:00PM/Juneau,AK)

The City Manager recommends the Assembly adopt this ordinance.

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

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

The City Manager recommends the Assembly adopt this ordinance.

N. UNFINISHED BUSINESS

O. NEW BUSINESS

20. Regulation 53 CBJAC 09.325 Sand and Gravel Fees Lemon Creek Pricing

This regulation change will amend the rates and fees for the City and Borough of Juneau's sand and gravel pit pricing under the authority of CBJC 01.60.200, CBJC 53.09.015, and CBJC 53.09.325. This change will allow the sand and gravel pits to achieve cost neutral operation. The regulation will allow for annual adjustment to the established fee by the Consumer Price Index – Urban Alaska (CPI), as reported by the Alaska Department of Labor and Workforce Development. The implementation of the Sand and Gravel Pricing Regulation would increase the sand and gravel fee schedule from \$2.45 per ton to \$4.90 per ton. The most impacted will be the City and Borough of Juneau and State of Alaska because the City and Borough of Juneau only opens North Lemon Creek Material Source for public projects and does not sell those resources to the private sector. The Lands Housing and Economic Development Committee reviewed this topic at the June 6, 2022 meeting and passed a motion of support for increasing the cost of sand and gravel.

The Manager recommends the Assembly approve this regulation in accordance with City Codes 01.60, 53.09.015, and 53.09.325.

P. STAFF REPORTS

21. Manager's Report (see memo in your packet)

Q. ASSEMBLY REPORTS

Mayor's Report

Committee and Liaison Reports

Presiding Officer Reports

R. ASSEMBLY COMMENTS & QUESTIONS

S. CONTINUATION OF PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

T. EXECUTIVE SESSION

U. SUPPLEMENTAL MATERIALS

22. RED FOLDER-Ord. 2023-21 Proposed Amendment 1 from Assemblymember Greg Smith

V. 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.gov.

**Office of the Mayor
City and Borough of Juneau
Proclamation
Arctic Winter Games Participants from Juneau**

WHEREAS, the Arctic Winter Games is a circumpolar sport competition for northern and Arctic athletes; and

WHEREAS, the Games feature both traditional Indigenous events and winter sports; and

WHEREAS, the 2023 Arctic Winter Games were held in the Regional Municipality of Wood Buffalo in Alberta, Canada earlier this year; and

WHEREAS, the Games are typically held every two years, although due to the COVID-19 pandemic, this was the first competition since 2018; and

WHEREAS, over 300 Alaska athletes, coaches, and staff traveled to the 2023 Games, including about twenty from the Juneau area; and

WHEREAS, Team Alaska finished second in the 2023 Games by winning 145 total medals and 58 gold medals; and

WHEREAS, the City and Borough of Juneau Assembly is proud of the contributions that Juneau athletes made to Team Alaska's overall success in the Games.

NOW, THEREFORE, I, Beth A. Weldon, Mayor of the City and Borough of Juneau, Alaska, on behalf of the City and Borough Assembly, do hereby issue this proclamation honoring and thanking the athletes, coaches, and board members from Juneau who participated in the 2023 Arctic Winter Games.

IN WITNESS WHEREOF, I have hereto set my hand and caused the seal of the City and Borough of Juneau, Alaska, to be affixed this 20th day of March, 2023.

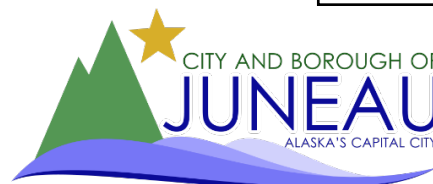


Beth A. Weldon, Mayor



REGULAR ASSEMBLY MEETING 2022-26 MINUTES

November 21, 2022 at 7:00 PM



Assembly Chambers/Zoom Webinar

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

MEETING NO. 2022-26: The Regular Assembly Meeting of the City & Borough of Juneau Assembly held at City Hall in the Assembly Chambers and virtually via Zoom webinar was called to order by Mayor Beth Weldon at 7:04 p.m.

A. FLAG SALUTE

B. LAND ACKNOWLEDGEMENT

C. ROLL CALL

Assemblymembers Present: Mayor Beth Weldon, Deputy Mayor Maria Gladziszewski, Greg Smith, Christine Woll (via zoom until 7:50pm), Michelle Hale, 'Wáahlaal Gíidaak (via zoom), Carole Triem, Alicia Hughes-Skandijs, and Wade Bryson

Assemblymembers Absent: None.

Staff Present: City Manager Rorie Watt, Deputy City Manager Robert Barr, City Attorney Robert Palmer, Deputy Municipal Clerk Diane Cathcart, Deputy Municipal Clerk Andi Hirsh, Engineering/PW Director Katie Koester, Harbor Master Matthew Creswell

D. SPECIAL ORDER OF BUSINESS

1. 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.

2. Special Recognition: Mitchell McDonald and Martin Larsen, for collaboration and assistance during the Gastineau Avenue landslide

Mayor Weldon and Eng/PW Director Katie Koester thanked Mitchell 'Mitch' McDonald and Martin 'Mort' Larsen for all the help and expertise they provided during the September landslide event.

3. Special Recognition: Kirby Day, for 25 years of administering the Tourism Best Management Practices (TBMP) program

Mayor Weldon read Kirby Day's proclamation and thanked him for his many years of service to Tourism Best Management Practices (TBMP) and Juneau. Mr. Day thanked the Assembly and staff for all their work over the years around tourism and laughingly noted he had spent MANY hours in the Assembly Chambers over the years at countless meetings since the beginning talks of TBMP in 1997. He felt this is a good time to transition TBMP over to Travel Juneau and that Elizabeth Arnett would do a great job managing it.

E. MANAGER'S REQUEST FOR AGENDA CHANGES

Mr. Watt requested one change to the agenda; under Regulations Amending Title 05 Docks & Harbors, removing change item (1) so it can go back to Docks & Harbors for more discussion {New Business – Agenda Item 22}.

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

Paula Smedley, Twin Lakes: Ms. Smedley spoke to the Assembly regarding the lighting along Twin Lakes that was recently installed. She testified that it has decreased the quality of life in the neighborhood, created needless light pollution with the lights on 24/7 and feels less safe to use the bike path with the new lights.

G. CONSENT AGENDA

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

None

Assembly Request for Consent Agenda Changes

None

Assembly Action

Ms. Woll noted she has a conflict related to Ordinance 2022-06(b)(W) and Resolution 3006 as they relate to IAFF and will recuse herself from voting on those two items on the consent agenda. Mayor Weldon noted a conflict with the Bid Award to Dawson Construction due to a family member working for Dawson, she recused herself from voting on that item on the consent agenda.

MOTION by Ms. Gladyszewski for the Assembly to adopt the Consent Agenda and asked for unanimous consent. *Hearing no objections, the Consent Agenda was adopted by unanimous consent with the exclusion of Mayor Weldon and Ms. Woll abstaining from the vote on the bid award and ordinance 2022-06(b)(W) and Resolution 3006 respectfully.*

H. Ordinances for Introduction

4. Ordinance 2022-06(b)(V) An Ordinance Transferring \$200,000 from CIP W75-061 Douglas Highway Water - David to I St. to CIP R72-141 Hospital Drive Improvements.

This request would provide \$200,000 in funding to remedy a conflict with the existing water system and the proposed Bartlett Regional Hospital Emergency Department (ED) Addition. The funding will allow the waterline to be upgraded and relocated away from the proposed ED Addition. This work will connect the new water systems completed from other recent projects. The Douglas Highway water project is complete and in the process of being closed out.

The Public Works and Facilities Committee reviewed this request at the November 7, 2022 meeting.

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

5. Ordinance 2022-21 An Ordinance Related to Property Tax Appeals and Codifying the Board of Equalization Rules of Procedure.

This ordinance would amend the Juneau Board of Equalization's rules of procedure, which govern property tax appeals. The substance of this ordinance comes from three sources: the Anchorage Board of Equalization rules, the existing Juneau Board of Equalization rules, and changes to state law since the existing Juneau property tax appeal code was adopted in the 1970s.

The Juneau Board of Equalization reviewed this ordinance on September 20, 2022. The Assembly Committee of the Whole reviewed this ordinance on September 26, 2022 and November 7, 2022.

The Manager recommends the Assembly introduce this ordinance, refer it to the Committee of the Whole, and schedule it for public hearing at the next regular Assembly meeting.

6. **Ordinance 2022-40 An Ordinance Authorizing the Manager to Lease Space at the Juneau Police Department Headquarters to L3Harris Technologies, Inc. for Aircraft and Air Traffic Control Safety Equipment.**

The Federal Aviation Administration (FAA) is updating safety controls for aircraft collision avoidance. A contractor for the FAA, L3Harris submitted an application to lease cabinet and antenna space at the Juneau Police Station located at 6255 Alaway Avenue. L3Harris would use the leased space to improve the Wide Area Multilateration surveillance system for the airport. Fair market value has been determined by appraisal to be \$540 per year.

The Juneau International Airport Manager reviewed this application and is in favor of granting this lease. The Juneau Police Department Radio Electronics Specialist reviewed this application and is in favor of granting this lease. The LHED Committee reviewed this request at its meeting on June 27, 2022, and provided a motion of support for leasing this property to L3Harris. On August 1, 2022, the Assembly authorize the Manager to negotiate with L3Harris.

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

7. **Ordinance 2022-54 An Ordinance Amending the Investments and Collateral Chapter of Title 57 Related to Investment Policies.**

This ordinance, and a companion resolution (#3022) that will be presented on December 12, 2022, would update the City and Borough of Juneau Investment Policy. Specifically, this ordinance would clarify how the investment policy is updated, would add sustainability to the investment objectives, and would add two more authorized investment instruments.

On September 7, 2022, the Assembly Finance Committee recommended these changes to the investment policy.

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

8. **Ordinance 2022-61 An Ordinance Amending the Uniform Sales Tax Code to Allow Very Small Businesses to File Sales Taxes Annually.**

This ordinance would allow businesses that have less than \$20,000 in gross sales per year the ability to file sales tax returns annually instead of quarterly. If a business opts-in to the annual filing option, the business would be required to file quarterly returns if gross annual sales exceed \$20,000.

The Assembly Finance Committee reviewed this topic on November 2, 2022.

The City Manager recommends the Assembly introduce this ordinance and schedule it for public hearing at the special Assembly meeting on November 30, 2022.

9. **Ordinance 2022-06(b)(W) An Ordinance Appropriating \$3,984,400 to the Manager for the City and Borough of Juneau's Fiscal Year 2023 Employee Negotiated Wage and Health Increases; Funding Provided by Various Sources.**

This ordinance would appropriate \$3,984,400 for CBJ's fiscal year 2023 employee negotiated wage and health increases for the Marine Engineers Beneficial Associations (MEBA), Public Safety Employees Association (PSEA), International Association of Fire Fighters (IAFF), and un-represented

employees. This appropriation funds a 5.5% wage increase for all employees in fiscal year 2023 and a 5% increase to the employer health contribution. Additionally, this ordinance appropriates authority for a 15% increase to attorney salaries and compensation increases for the City Manager and City Attorney, as approved by the Assembly during the September 12, 2022 Regular Assembly meeting.

The Assembly approved the MEBA and PSEA negotiated labor contracts during the Regular Assembly meeting on July 11, 2022. The Assembly will consider the IAFF negotiated labor contract during the November 21, 2022 Regular Assembly meeting.

The City Manager recommends the Assembly introduce this ordinance and set it for public hearing at the special Assembly meeting on November 30, 2022.

10. Ordinance 2022-06(b)(X) An Ordinance Appropriating \$116,400 to the Manager as Funding for Eaglecrest's Fiscal Year 2023 Pay Plan Adjustment; Funding Provided by Eaglecrest Revenue.

This ordinance would appropriate \$116,400 for Eaglecrest's FY23 pay plan adjustment. The pay plan adjustment increases employee wages by 7%. This adjustment follows two previous pay plan increases Eaglecrest implemented in calendar year 2022 in an effort to increase employee wages over minimum wage and align pay with ski industry standards. The most recent pay adjustment, approved by the Eaglecrest Board on September 15, 2022, is intended to promote employee recruitment and retention. This appropriation also provides for sign-on and returning employee bonuses for seasonal employees.

Funding for this ordinance is provided by Eaglecrest revenue.

The Manager recommends the Assembly introduce this ordinance and set it for public hearing at the special Assembly meeting on November 30, 2022.

I. Resolutions

11. Resolution 3003 A Resolution of the City and Borough of Juneau Supporting Full Funding in the Amount of Eight Million, Two Hundred Thirty-six Thousand, Eight Hundred Fifteen Dollars (\$8,236,815) for the State of Alaska Harbor Facility Grant Program in the Fiscal Year 2024 State Capital Budget.

This resolution recommends full funding for the State of Alaska Department of Transportation's Harbor Facility Grant Program. CBJ has been a beneficiary of approximately \$13 million in harbor grant funding since the program's inception. In June, CBJ was notified of a \$2M Tier II grant for the next phase of Aurora Harbor.

Although Docks & Harbors does not have any projects eligible for consideration this year, the municipalities of Sitka, Whittier, and Wrangell/Meyers Chuck have committed to contribute \$8,236,815 in local match funding for FY2024 towards three harbor projects of significant importance for Alaska. The Docks & Harbors Board reviewed this resolution at its regular board meeting on October 27, and has recommended forwarding it to the full Assembly for approval.

The City Manager recommends this resolution be adopted.

12. Resolution 3006 A Resolution Ratifying the Economic Terms Tentative Agreement between the City and Borough and the International Association of Fire Fighters, Local 4303, AFL-CIO.

This resolution would provide Assembly ratification, as required by CBJ 44.10.020, of the terms of the tentative agreement negotiated between the City and Borough of Juneau and the International Association of Fire Fighters (IAFF) for a collective bargaining agreement that will go in effect on July 1, 2022, and expire on June 30, 2025. Economic terms will be effective on November 21, 2022.

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

In addition, there are increases to two premium pays, additional leave accrual for engineers based on changes to minimum staffing and minor operational changes. Lastly, the CBJ agreed to enter into a procurement process to conduct a market wage study in the 3rd year of the CBA. An overview of the agreement is included in your packet.

This tentative agreement has been ratified by IAFF membership.

The City Manager recommends this resolution be adopted.

13. Resolution 3007 A Resolution Expressing Support for the Juneau Coordinated Transportation Coalition's Prioritization of Projects for Grant Funding by the Alaska Department of Transportation and Public Facilities.

On October 28, 2022, the Juneau Coordinated Transportation Coalition (JCTC) met and reviewed nominations for funding from the SFY23 DOT&PF mobility grants. To be considered for grant funding, each community must prioritize their projects and that priority list must be endorsed by motion or resolution by the local municipal government.

SAIL submitted the only request for funding, which is for a Replacement ADA Taxi. The project was endorsed by JCTC.

On November 7, 2022, the Public Works and Facilities Committee voted to forward a Resolution of support for the SAIL application to the full Assembly.

Upon approval, the resolution would serve as an addendum to the CBJ 2020 Juneau Coordinated Human Services Transportation Plan.

The City Manager recommends this resolution be adopted.

14. Resolution 3008 A Resolution Adopting an Alternative Allocation Method for the FY2023 Shared Fisheries Business Tax Program and Certifying that this Allocation Method Fairly Represents the Distribution of Significant Effects of Fisheries Business Activity within the Northern Southeast Fisheries Management Area.

This resolution would facilitate the CBJ's participation in the State's FY2023 Shared Fisheries Business Tax Program by certifying to the State that the CBJ suffered significant effects during calendar year 2021 from fisheries business activities within the CBJ's qualifying area.

Pursuant to this program, the State distributes a share of State fishery revenues to each participating community in the Northern Southeast area.

It is anticipated that the CBJ's share will be approximately \$2,250.

The City Manager recommends the Assembly adopt this resolution.

J. Bid Awards

15. Bid Award - BRH ED Addition and Renovation, RFP E23-156b

This project consists of a construction firm serving in a Construction Manager at Risk capacity to provide pre-construction and construction services for the Bartlett Regional Hospital Emergency Department Addition and Renovation project. This Alternative Procurement method was authorized by the Assembly with Ordinance 2022-51. Two proposals were received for this project. Their scores are outlined in the bid letter included in this packet.

I recommend award of this project to Dawson. In accordance with Ordinance 2022-51, the Manager shall present the recommended Construction Manager at Risk company proposal to the Assembly for approval prior to commencing negotiations with the selected firm. If the Assembly accepts the proposal, the initial contract for pre-construction services will be for \$70,000, and the total contract value will not exceed \$200,000 without prior Assembly approval.

K. Transfers

16. Transfer Request T-1045 A Transfer of \$320,000 from CIP R72-149 Meadow Lane Improvements to CIP R72-150 Cedar Lane Reconstruction.

This request would provide \$320,000 in additional funding needed to construct the segment of Cedar Lane between Mendenhall Boulevard and Columbia Boulevard. Cost escalation and additional necessary drainage improvements discovered during design contributed to the need for additional funding. The Meadow Lane project is nearly complete and will retain adequate funding to cover remaining project work.

The Public Works and Facilities Committee reviewed this request at the November 7, 2022 meeting.

The City Manager recommends approval of this transfer.

L. City/State Project Review

M. Other

N. PUBLIC HEARING

17. 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, which is 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 Systemic Racism Review Committee reviewed this ordinance at its October 25, 2022 meeting.

The City Manager recommends the Assembly adopt this ordinance.

Public Comment: None

Assembly Action:

MOTION by Mr. Bryson for the Assembly to adopt Ordinance 2022-06(b)(U) and asked for unanimous consent. *Hearing no objection, Ordinance 2022-06(b)(U) was adopted by unanimous consent.*

18. 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.

The proposed changes have been included as publicly noticed agenda items and discussed at Docks & Harbors regular Board or Operations-Planning Committee meetings on the following dates: May 18, June 22, June 30, July 20, and July 28. The Docks & Harbors Board conducted a Public Hearing at a Special Board meeting on August 25. 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 Systemic Racism Review Committee considered this ordinance at its October 25, 2022 meeting.

The City Manager recommends the Assembly adopt this ordinance.

Public Comment: None

Assembly Action:

MOTION by Ms. Hughes-Skandijs for the Assembly to adopt Ordinance 2022-39 and asked for unanimous consent. *Hearing no objection, Ordinance 2022-39 was adopted by unanimous consent.*

19. 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 18, June 22, June 30, July 20, and July 28.

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 Systemic Racism Review Committee reviewed this ordinance at its meeting on October 25, 2022.

The City Manager recommends the Assembly adopt this ordinance.

Public Comment: None

Assembly Action:

MOTION by Ms. Triem for the Assembly to adopt Ordinance 2022-43 and asked for unanimous consent. *Hearing no objection, Ordinance 2022-43 was adopted by unanimous consent.*

O. UNFINISHED BUSINESS

None

P. NEW BUSINESS**20. Hansen Gress Application to Purchase City Property**

Hansen Gress recently purchased the building and property located at 1000 Harbor Way. A portion of this building is located on leased City tidelands. City tidelands are all designated “retain” in the Land Management Plan. Prior to this property being re-subdivided and sold the Plan will need to be amended by ordinance to allow for the disposal of this property. Hansen Gress submitted an application to acquire the City property in order to be able to “make major structural and architectural improvements to the aging building”. The applicants are having difficulties redeveloping the property because the building is over the property lines. If the property is acquired, the applicant will consolidate the lots in order to create a property that conforms to City code. This application was reviewed by the Docks and Harbors Board at the August 25th meeting and provided a motion to advance this application. The Lands Housing and Economic Development Committee reviewed this request at the September 26 2022 meeting and forwarded this application to the Assembly with a motion to work with the original proposer in accordance with city code 53.09.260.

The City Manager requests a motion to authorize the City Manager to negotiate the disposal of City property to Hansen Gress.

Public Comment: None

Assembly Action:

MOTION by ‘Wáahlaal Gíidaak for the Assembly to authorize the City Manager to negotiate the disposal of City Property to Hansen Gress and asked for unanimous consent. *Hearing no objection, motion passed.*

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

There are two 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.

22. Regulations Amending Title 05 Docks and Harbors, Chapters 07, 15, 20, 25 The Docks & Harbors Board has considered and recommends changes to 11 separate regulations under Title 05:

- (1) Allow inactive vessels to moor at the National Guard Dock. 05 CBJAC 07.010.
- (2) Reservation for more than seven days need to be paid in full. 05 CBJAC 15.035.
- (3) Impose a six month threshold for residential vessel leasing arrangement. 05 CBJAC 20.050.
- (4) Kayak launch ramp use at Statter Harbor is free. 05 CBJAC 20.060.
- (5) Clarifying Statter Harbor Bus lot permit fee. 05 CBJAC 20.090.
- (6) Allowing crane use with a key card. 05 CBJAC 20.110.
- (7) Clarifying storage fees. 05 CBJAC 10.130.
- (8) Clarifying summer parking lot fees at Statter Harbor. 05 CBJAC 20.160.
- (9) Repealing Auke Bay Loading Facility Float fee. 05 CBJAC 20.190.

(10) Impose a fee for vessels that do not move every 10 days during the summer. 05 CBJAC 25.060.

(11) Clarify winter moorage processes. 05 CBJAC 25.080.

These omnibus administrative changes have been included as publicly-noticed agenda items and discussed at Docks & Harbors regular Board or Operations-Planning Committee meetings on the following dates: May 18, June 22, June 30, July 20, and July 28. After the requisite minimum 21-day public notice period, the Docks & Harbors Board conducted a Public Hearing at a Special Board meeting on August 25. The Special Board meeting and intent to propose omnibus changes to Title 05 regulations 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. Members of the public provided testimony at the August 25 Public Hearing but no changes were made to the advertised language. Prior to the September 12 Assembly meeting, CBJ Law provided legal direction that the proposed changes did not comport with CBJ Code 01.60.220 (Fiscal notes on regulations). As such, Docks & Harbors repeated the process with the inclusion of fiscal notes for each of the regulation changes. The Docks & Harbors regular Board or Operations-Planning Committee discussed the 11 regulations changes with fiscal notes at the following meetings: September 21, September 29, October 19 and October 27. On November 9, after exceeding the requisite 21-day public notice period and making notices through the above media sources, the Docks & Harbors Board conducted the second Public Hearing at a Special Board meeting. Docks & Harbors received email correspondence from a single harbor patron regarding 05 CBJAC 25.060 (Summer management at Statter Harbor) which the Board considered in their deliberations.

The City Manager recommends the Assembly approve the regulations except 05 CBJAC 07.010. Pursuant to CBJC 01.60.260(c)(2), the City Manager recommends the Assembly direct that a resolution be prepared for 05 CBJAC 07.010 and referred to the Assembly Public Works & Facilities Committee for further discussion.

Public Comment: None

Assembly Action:

MOTION by Ms. Gladyszewski for the Assembly to adopt Regulation changes 2-11 Amending Title 05 with regulation change (1) 05 CBJAC 07.010 going back to Docks & Harbors for further discussion. *Hearing no objection, motion passed.*

23. 2023 Assembly Meeting Calendar

The draft 2023 Assembly Meeting Calendar is enclosed in this packet and before the Assembly for amendment and/or approval.

MOTION by Ms. Gladyszewski for the Assembly to adopt the 2023 Assembly meeting calendar as amended. *Hearing no objection, motion passed.*

24. Supplemental Agreement - BRH Campus Waterline Replacement

CBJ 53.50.040 (C) gives the Manager limited authority to approve supplemental agreements to existing capital improvement projects, provided that the Assembly is notified and that there is a best interest finding. A best interest finding memorandum is included in the packet along with a drawing of the area of work. Major benefits of this supplemental agreement are to allow various BRH projects to stay on schedule and to allow close coordination on campus construction activity.

As this supplemental agreement is within the Manager's procurement limits, no action is required by the Assembly and this staff report meets the reporting requirement.

Q. STAFF REPORTS

None

R. ASSEMBLY REPORTS

Mayor's Report

Mayor Weldon wished everyone a Happy Thanksgiving and noted it was an honor to honor Mr. Day. Ms. Woll asked that the Mayor report out on the latest School Board meeting in which it discussed its budget deficits. Karen Tarver from the school district will attend the next Assembly Finance Committee on November 30th to give a school finance update.

Committee and Liaison Reports

Committee of the Whole (Gladyszewski) – met on November 7 and received an update from Huna Totem, also talked about property tax appeals with updates to the Board of Equalization ordinance, heard about hazard mapping and consideration of the consolidation of some Parks & Recreation advisory boards. Next COW meeting is 11/28 at 6pm.

Assembly Finance Committee (Triem) – met on November 4 and received a great report from JEDC on short-term rentals. Next meeting is on 11/30 at 5:30pm.

Lands, Housing & Economic Development (Hughes-Skandijs) – met on November 7 and forwarded the Huna Totem request to the COW. The committee also looked at a couple of property requests and heard updates from Travel Juneau, Visitor Industry Task Force and an update on Telephone Hill.

Public Works & Facilities Committee (Bryson) – met on November 7 and received updates on Eaglecrest gondola installation, source control presentation and EV charging stations and Basin Rd update. Next meeting is on 11/28 at 12:10pm.

Human Resources Committee (Smith) – met prior to the Regular Assembly meeting this evening. The HRC forwarded the following appointments to the full Assembly for approval:

- Juneau Economic Development Council
Garrett Schoenberger and Alexander Kotlarov to the two at-large seats for terms beginning immediately and ending October 31, 2025.
- Juneau Human Rights Commission
Paula Drake to an unexpired seat beginning immediately and ending May 31, 2023.
- Juneau Commission on Sustainability
Ilsa Lund to a term beginning immediately and ending June 30, 2023.

Hearing no objections, all appointments were approved by unanimous consent.

Chair Smith reported that Empowered Board applications for the Hospital Board and Planning Commission are due to the Clerk's Office by November 30 and asked the Assembly to hold Wednesday, December 14th and Thursday, December 15 open as possible interview and appointment nights beginning at 5:30pm with first interview starting at 5:45pm via zoom.

Presiding Officer Reports

None

S. ASSEMBLY COMMENTS & QUESTIONS

‘Wáahlaal Gíidaak – last Planning Commission meeting had discussion on Teal St. road improvements and 7400 Glacier Hwy proposed 444 unit dwelling update. The Systemic Racism Review Committee meets Tuesday 11/22.

Bryson – Docks & Harbors Board met and they have a retreat scheduled for the evenings of 12/7 & 12/8.

Hughes-Skandijs – Eaglecrest Board met but was unable to attend due to travel. Attended as a representative of CBJ, the National Association of Counties Housing Task Force, great meeting with housing experts and we have four more meetings over the next year and will bring that info back to the Assembly.

Triem – went to first BRH Board meeting, the board debated the merits of a new surgical robot and will meet again tomorrow 11/22. Went to the JEDC board meeting, Senator Murkowski joined the meeting. Will take the lead on planning the Assembly and Staff AML dinner.

Smith – attended first Parks & Recreation Advisory Committee meeting, they reviewed the Legislative Priorities list. Attended the Chamber meeting and listened to the new BRH CEO David Keith. Participated in the Juneau Radio Centers Food Drive. Attended the Trail Mix annual dinner and auction, great event. Toured the USCG Cutter Healy and expressed how important the Coast Guard is in our community.

Hale – attended a housing chamber task force meeting where they discussed concerns around CDD support for the Planning Commission and the difficulty of CDD moving Title 49 forward. Attended first Airport Board meeting as the Assembly liaison. Attended the Juneau Commission on Aging meeting; they are a very active and dedicated board and attended the Climate Chamber Concert, it was an incredible concert.

Gladziszewski – attended Juneau Commission on Sustainability meetings as well as the Housing meeting with Ms. Hale. JCOS will submit a memo to the Assembly in time for the retreat.

Weldon – was in Kansas City for the National League of Cities for a childcare event with Mr. Barr. The Salvation Army is hosting a Thanksgiving Dinner at the Yacht Club from 11am – 1pm, all are welcome. The annual Christmas tree lighting in Douglas will take place on 11/25 and Ms. Hughes-Skandijs will have the honor of lighting the tree. Staff submitted a letter and packet to the United States Coast Guard in support of the newest ice breaker potentially being stationed in Juneau, Carl Uchtyl is taking the lead on this proposal.

T. CONTINUATION OF PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

None

U. EXECUTIVE SESSION

None

V. SUPPLEMENTAL MATERIALS

None

W. ADJOURNMENT

There being no further business to come before the Assembly, meeting adjourned at 8:24 p.m.

Signed: _____
Diane Cathcart
Deputy Municipal Clerk

Signed: _____
Beth A. Weldon
Mayor

Presented by: The Manager
Presented: 04/17/2023
Drafted by: S. Layne

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2023-08

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

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

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

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

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

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

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

WHEREAS, this revenue sharing agreement does not create a property interest conversion for the purposes of the federal Land and Water Conservation Fund because ownership of the gondola project, like the surrounding Eaglecrest Ski Area, remains wholly owned by the City and Borough of Juneau (*see* 54 U.S.C.A. § 200305(f)(3); 36 C.F.R. § 59.3; LWCF Financial Assistance Manual at page 103 (3/11/2021)); and

1
2 WHEREAS, Goldbelt, Inc., is uniquely situated to execute a revenue sharing agreement
3 with the City and Borough of Juneau because Goldbelt, Inc., owns the other gondola-like
4 conveyance (Goldbelt Tram Alaska) in the community, which eliminates competition concerns
5 with the Goldbelt Tram Alaska, encourages visitor impact diversification and sustainable use of
both aerial conveyances, and Goldbelt, Inc., has a natural financial interest to see both aerial
conveyances prosper while benefiting the community; and

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

8 WHEREAS, the Assembly adopted Ordinance No. 2022-63 on the 9th of January 2023,
9 which authorized the Manager to execute the Revenue Sharing Agreement depicted in Exhibit
A to that ordinance; and

10 WHEREAS, the specific terms of the Revenue Sharing Agreement adopted by Ordinance
11 No. 2022-63 are no longer appropriate for the Eaglecrest Gondola Project, and need to be
replaced with new terms that reflect the factual parameters of the project.

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

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

14 **Section 2. Repeal of Prior Ordinance.** Ordinance No. 2022-63 is hereby repealed in
15 its entirety.

16 **Section 3. Authorization to Execute Revised Revenue Sharing Agreement.** The
17 Manager is authorized to execute the Revised Revenue Sharing Agreement depicted in Exhibit
18 A to this ordinance. The Manager may make minor typographical and grammatical changes,
but any material change to Exhibit A requires Assembly approval prior to such change taking
effect.

19 **Section 4. Effective Date.** This ordinance shall be effective 30 days after its adoption.

20 Adopted this _____ day of _____, 2023.

21
22 _____
23 Beth A. Weldon, Mayor

24 Attest:

25 _____
Elizabeth J. McEwen, Municipal Clerk

REVENUE SHARING AGREEMENT

PART I: PARTIES

This Revenue Sharing Agreement (this “Agreement”), dated as of _____, 2023 (the “Effective Date”), is between the City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska (the “City”); and Goldbelt, Inc., an Alaska Native Urban Corporation (“Goldbelt”) incorporated under the laws of the State of Alaska with its principal place of business in Juneau, Alaska. The City and Goldbelt are collectively referred to herein as the “Parties” and individually as a “Party” to this Agreement.

PART II: CONTRACT ADMINISTRATION

All communications concerning this Agreement shall be directed as follows, any reliance on a communication with a person other than that listed below is at a Party’s own risk. Notices required under this Agreement must be in writing and personally delivered or sent to the address shown below and will be effective upon receipt.

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

PART III: CONTRACT DESCRIPTION

This Agreement is identified as a Revenue Sharing Agreement. The following appendix and any exhibits or attachments incorporated by reference or attached thereto (collectively, the “Appendix”) and exhibits (the “Exhibits”) are attached and are considered a part of this Agreement.

Appendix A: Project, Contribution & Other Terms
Exhibit A: Project Location
Exhibit B: Project Description

If in conflict, the order of precedence shall be this Agreement and then Appendix A.

PART IV: CONTRACT EXECUTION

The City and Goldbelt agree and sign below. This Agreement is not effective until signed by the City. Goldbelt represents that the person signing below on its behalf has the authority to do so and that it is a valid and binding contract enforceable in accordance with its terms.

[Signatures on following page]

CITY AND BOROUGH OF JUNEAU

GOLDBELT, INC.

By: _____
Duncan Rorie Watt
City and Borough Manager

By: _____
McHugh Pierre
President & CEO

Date: _____

Date: _____

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

APPENDIX A: PROJECT, CONTRIBUTION & OTHER TERMS

RECITALS

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

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

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

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

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

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

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

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

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

3. **Disbursement of Contribution Funds.** Goldbelt will disburse Contribution funds as follows:

Ten Million Dollars US (US \$10,000,000) on or before July 3, 2023.

After making the disbursement as enumerated and on the date provided above, Goldbelt will have contributed a total of Ten Million Dollars (US \$10,000,000) to the Project.

4. **Term.** The term of this Agreement (the “Term”) shall commence on the Effective Date and will continue until the earliest to occur of: (a) 11:59 PM AST on the twenty-fifth (25th) annual anniversary of the date that the Project Gondola opens to the public (“Public Opening”); (b) the termination of this Agreement by the City; or (c) the termination of this Agreement by Goldbelt. In the event that Goldbelt has not yet received repayment by the City of its Goldbelt Share during Phase 2 (as defined below in Section 6) in an amount equal to two (2x) times the amount of the Contribution disbursed by Goldbelt to the City under this Agreement (“ROI Amount”) by the 25th anniversary of the Public Opening, the Term shall be automatically extended until such date upon which Goldbelt has been repaid an amount equal to the ROI Amount under this Agreement, unless this Agreement has been earlier terminated by either Party. Subject to Section 25, Force Majeure, the City warrants that the Project Gondola will open to the public no later than May 31, 2028. If the Project Gondola does not open by that date, Goldbelt may terminate this Agreement under Section 5(d) below, and, upon such termination, the City shall repay to Goldbelt an amount equal to: (a) the amount of the Contribution provided to the City as of the date of termination, plus (B) an amount equal to seven percent (7%) per annum interest compounded monthly (prorated for any partial year), calculated from the date such Contribution (or each part of the Contribution respectively) was made (“Contribution Recoupment Fee”). Notwithstanding the foregoing, under no circumstance shall the repayment to Goldbelt under this Section 4 be more than one hundred fifty percent (150%) of the amount of the Contribution provided to the City. Upon the payment described in this Section 4 being paid to Goldbelt, the Parties shall have no further obligation to each other.

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

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

(b) **For Convenience by City.** The City, in its sole discretion, may terminate this Agreement at any time, without cause, prior to any portion of the Contribution being received by the City or if the City & Borough of Juneau Assembly terminates deployment or operation of the Project Gondola or fails to appropriate funds necessary to construct or operate the Project (as described in Section 18), by providing at least fifteen (15) days’ prior written notice to Goldbelt.

The City shall pay Goldbelt the termination fee as described in Section 5(b)(i) or (ii) (the “Termination Fee”). Upon the payment of the Termination Fee described in Section 5(b)(i) or (ii), the Parties shall have no further obligation to each other. The Termination Fee (and the similar fee described in Section 4) is not a penalty, but rather a reasonable estimate of the damages Goldbelt will suffer if the Project fails to open to the public as scheduled or is terminated early.

(i) In the event this Agreement is terminated by the City pursuant to this Section 5(b) during Phase 1 (as defined below), the City shall, within sixty (60) days of the effective date of such termination, calculate the gross Summer Operations Receipts (as defined below), if any, as of the date of termination, and pay to Goldbelt the Termination Fee in cash, which shall be an amount equal to: (A) the amount of the Contribution provided to the City as of the date of termination, plus (B) an amount equal to seven percent (7%) per annum interest (prorated for any partial year), compounded monthly, calculated from the date such Contribution (or each part of the Contribution respectively) was made, minus (C) the Goldbelt Share as determined under Section 6, earned and paid to Goldbelt as of the date of termination. Notwithstanding the foregoing, under no circumstance shall the sum of subsections (A) and (B) above be more than one hundred fifty percent (150%) of the amount of the Contribution provided to the City. In addition, and notwithstanding the foregoing and subject to any approvals required as described in Section 18(a), upon mutual agreement between the City and Goldbelt, the City may provide annual rental credits to Goldbelt or any of its subsidiaries or affiliates, on a dollar for dollar basis, on properties leased by Goldbelt or any of its subsidiaries or affiliates from the City, in lieu of payment of all or part of the Termination Fee.

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

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

(c) For Cause by City.

(i) This Agreement may be terminated before the expiration date of the Term on written notice by the City, if Goldbelt: (A) fails to pay any portion of the Contribution when due hereunder and such failure continues for fifteen (15) days after such due date; (B) breaches any provision of this Agreement and either the breach cannot be cured or, if the breach can be cured, is not cured by Goldbelt within the time frame identified in the notice of default. If the breach is not curable within the time frame specified, Goldbelt shall provide a written cure plan for approval by the City, which approval shall not be unreasonably withheld. Goldbelt will begin

implementing the cure plan immediately after receipt of notice that the City approves the plan; (C) becomes insolvent; (D) is generally unable to pay, or fails to pay, its debts as they become due; (E) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law; (F) makes or seeks to make a general assignment for the benefit of its creditors; or (G) applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property or business. Upon the payment described in this Section 5(c), being paid to Goldbelt, the Parties shall have no further obligation to each other.

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

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

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

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

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

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

(g) *No Consequential or Indirect Damages.* IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY OR ANY THIRD PARTY FOR: CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES; OR LOST PROFITS OR REVENUES ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF: (i) WHETHER SUCH DAMAGES WERE FORESEEABLE, (ii) WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (iii) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

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

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

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

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

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

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

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

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

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

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

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

(i) revenue received by the City during the calendar year from the sale of individual, packaged, or summer season passes for the Project Gondola located at the Project Location for use during the summer, whether sold by the City, Goldbelt, or third parties. For purpose of this Agreement, “summer” is defined as the period which is the greater of: (A) the period between April 15th to October 15th of each calendar year; or (B) the cruise ship calendar for the City, provided by the Cruise Line Agencies of Alaska, for such calendar year;

(ii) revenue received by the City from the sale of individual, packaged, or summer season passes or sales for associated amenities, facilities, and/or tourist attractions funded by the Contribution located at the Project Location owned and operated by the City during the summer; and

(iii) Goldbelt shall be required to revert to the City from such sales an amount equal to the agreed upon wholesale pricing for individual Gondola rides or packaged adventure park products.

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

(e) Records and Reports.

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

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

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

(iv) Upon at least thirty (30) days’ prior written notice from a Party (and not more than once per calendar year), each Party shall have the right, and the other Party shall permit,

to have an independent certified public accounting firm selected by such Party, and reasonably acceptable to the other Party, to have access during normal business hours and at the audited Party's principal place of business, to such books of account and records of any audited Party as may be reasonably necessary to verify the accuracy of the summer revenues described in this Section 6 for any period of time ending not more than twenty-four (24) months prior to the date of such request. If an audit pursuant to this Section 6(e) establishes that the audited Party underpaid the unaudited Party, then the audited Party shall promptly (and, in any event, no less than fifteen (15) days after the accounting firm has notified both Parties in writing of the nature and amount of any underpayment) remit to the unaudited Party the amount of such underpayment plus interest (at a rate of seven percent (7%). The fees charged by such accounting firm in connection with any audit pursuant to this Section 6(e) shall be paid by the unaudited Party, provided, however, that such an audit establishes an underpayment by the audited Party that is more than five percent (5%) of the total amount of payments (or revenue remitted) by the audited Party to the unaudited Party for the period being audited, then the audited Party shall pay the reasonable and actual fees and expenses charged by such accounting firm in connection with such audit.

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

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

7. **Other Obligations of the Parties.**

(a) **City Obligations.** The City shall:

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

(ii) allow Goldbelt to participate, at its own expense, in any marketing, advertising, promotion, and sales programs or events that the City may use or make generally

available to third party sellers of the passes for the Project attractions, provided that the City may alter or eliminate any program at any time;

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

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

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

(b) *Goldbelt Obligations.* Goldbelt shall:

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

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

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

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

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

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

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

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

8. **Non-Exclusive Relationship.** The City may have other business interests or attractions and may engage in other activities in addition to those relating to the Project attractions. Goldbelt shall not have any right, by virtue of this Agreement, to share or participate in such other investments or activities of the City or to the income or proceeds derived therefrom.

In addition, the City may obtain additional contributions or capital from third parties besides the Contribution in order to build or fund the Project. For avoidance of doubt, the City may own and operate other attractions (including, without limitation, gondolas, mountain coasters, ski huts or ski lifts directly competitive with those funded in whole or in part by the Contribution) whether located at the Project Locations or elsewhere and Goldbelt shall not be entitled to income or proceeds derived therefrom other than from the Project Gondola, or Ski Hut during the summer. Goldbelt and the City share ideas and motivation to build a responsible and prosperous community that will last forever. Because of these shared goals, the City intends to continue working with Goldbelt at Eaglecrest to build a successful and sustainable business operation for visitors and residents to enjoy. Through this relationship, the City will communicate with Goldbelt regarding plans to expand Eaglecrest operations near Goldbelt property on the shoreline of Douglas Island.

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

10. **Indemnification.** Subject to the terms and conditions of this Agreement, Goldbelt shall indemnify, hold harmless, and defend the City and its officers, agents, employees, directors, and volunteers (collectively, the “Indemnified Parties”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including actual, reasonable attorneys’ fees even if in excess of Alaska Civil Rule 82, fees, and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, relating to any claim of a third party or City arising out of or occurring in connection with: (a) Goldbelt’s acts or omissions of Goldbelt, including breach of this Agreement; (b) Goldbelt’s advertising or representations that warrant performance of the Project or its attractions beyond that provided by the City; (c) any failure by Goldbelt or its personnel to comply with any applicable laws; or (d) allegations that Goldbelt breached its agreement with a third party as a result of or in connection with entering into, performing under, or terminating this Agreement. Subject to a specific appropriation by the Assembly for this purpose, the City agrees to indemnify Goldbelt for any breach of the City of its obligations under this Agreement. All Parties to this Agreement recognize and fully agree that the City has no appropriation currently available to it to indemnify Goldbelt under this provision, and that enactment of an appropriation in the future to fund a payment under this provision remains in the sole discretion of the Assembly, and the Assembly’s failure to make such an appropriation creates no further liability or obligation of the City.

11. **Insurance.**

(a) During the Term and for a period of two (2) years after the Term, Goldbelt shall, at its own expense, maintain and carry insurance in full force and effect approved by the City’s Risk Management that includes, but is not limited to: (i) commercial general liability with limits no less than One Million Dollars US (US \$1,000,000) for each occurrence and Two Million Dollars US

(US \$2,000,000) in the aggregate, which such policy is to contain, or be endorsed to contain, additional insured status for the City, its officers, officials, employees, and volunteers; (ii) automobile insurance with limits no less than One Million Dollars US (US \$1,000,000); (iii) workers' compensation insurance with limits of One Million Dollars (US \$1,000,000.00) per injury and illness, One Million Dollars (US \$1,000,000.00) in the aggregate; and; and (iv) all other types and amounts of insurance required by applicable law and all such insurance as necessary to protect the Indemnified Party from and against any third party claims; all with financially sound and reputable insurers. Upon the City's request, Goldbelt shall provide the City with a certificate of insurance and policy endorsements for all insurance coverage required by this Section 11(a), and shall not do anything to invalidate such insurance. The certificate of insurance shall name the City as an additional insured. Goldbelt shall provide the City with thirty (30) days' advance written notice in the event of a cancellation or material change in Goldbelt's insurance policies. Except where prohibited by law, Goldbelt shall require its insurers to waive all rights of subrogation against the City's insurers, Goldbelt and the other Indemnified Parties.

(b) The City agrees to maintain and carry insurance in full force and effect, subject to appropriate levels of self-insurance, in all types and amounts of insurance required by applicable law and as necessary to protect Goldbelt from and against any third party claims arising out of the City's gross negligence or willful misconduct related to the Project and the City's operation of the Project with financially sound and reputable insurers. Upon Goldbelt's request, the City shall provide Goldbelt with a certificate of insurance and policy endorsements for all insurance coverage required by this Section 11(b), and shall not do anything to invalidate such insurance. The certificate of insurance shall name Goldbelt as an additional insured. The City shall provide Goldbelt with thirty (30) days' advance written notice in the event of a cancellation or material change in the City's insurance policies.

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

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

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

15. **Compliance with Laws & Regulations.** Goldbelt shall, at Goldbelt's sole cost and expense, comply with all applicable requirements of federal, state, and local laws, ordinances,

and regulations now in force, including safety, environmental, immigration, and security enactments, or which may be subsequently enacted. Goldbelt warrants that it has obtained and is in full compliance with all required licenses, permits, and registrations regulating the conduct of business within the State of Alaska and the City, and shall maintain such compliance during the effective Term of this Agreement.

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

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

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

(a) The Parties acknowledge that the City is legally prohibited from encumbering funds that have not been duly appropriated, pursuant to the City's Charter 9.13. Funding for this Agreement beyond fiscal year 2023 is therefore subject to an appropriation of funds by, and at the sole discretion of, the City and Borough of Juneau Assembly. The Parties acknowledge and understand that in the event the Assembly fails to appropriate sufficient funds for the construction or operation of the Project or essential Project attractions, including, without limitation, for cause by either party under Section 5(c) or (d), as applicable, the Agreement will automatically terminate, subject to the Contribution Recoupment Fee described in Section 4 or the Termination Fee described in Section 5(b)(i) or (ii), if applicable, but without further penalty or further municipal liability, on June 30th of the City's current fiscal year, or as noted in the notice of termination thereunder. For avoidance of doubt, no Contribution Recoupment Fee or Termination Fee shall be payable in the event of a termination for cause by the City; solely the amounts described in Section 5(c)(ii), (iii) or (iv) shall be payable.

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

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

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

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

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

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

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

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

or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive days following written notice given by it under this Section 25, the other Party may thereafter terminate this Agreement upon thirty (30) days' written notice.

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

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

[EXHIBITS ON FOLLOWING PAGES]

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EXHIBIT A**PROJECT LOCATION**

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

EXHIBIT B**PROJECT DESCRIPTION**

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

Exhibit B - Ordinance 2023-08

Goldbelt, Inc.
3025 Clinton Drive

LETTER OF INTENT

April 12, 2023

Attn: Dave Scanlan, Rorie Watt, City Manager

City and Borough of Juneau
City & Borough Manager’s Office
155 South Seward Street
Juneau, AK 99801

Re: Gondola Project Revenue Sharing Agreement

Dear Mr. Scanlan and Ms. Watt,

We present this Letter of Intent (“LOI”) for the Gondola Project revenue sharing agreement between the City and Borough of Juneau (the “City”) and Goldbelt, Incorporated (“Goldbelt”). This LOI sets forth the proposed terms for the negotiations of a Gondola Project revenue sharing agreement (the “Agreement”) between the City and Goldbelt to fund, install, and operate the Gondola Project (the “Project”) at Eaglecrest Ski Area on Douglas Island. The terms set forth in this LOI will not become binding until a more detailed revenue sharing agreement is negotiated and signed by the parties.

<i>Silent Partner:</i>	Goldbelt, Incorporated
<i>Independent Contractor:</i>	City and Borough of Juneau
<i>Project:</i>	The City will install a gondola system to attract locals, tourists, cruise ship tourists and independent tour operators to the attractions in the area. Goldbelt will provide funds of \$10,000,000 to assist the City with the installation and operation of the Project and in exchange Goldbelt will receive a percentage share of revenues generated by the Gondola per Eaglecrest visitor for a term of 25 years. Goldbelt will not operate the Project, as the City and Goldbelt intend that an Independent Contractor relationship be created by the Agreement.
<i>ROI:</i>	The ROI is dependent upon gross revenue generated by the Project. The projected ROI is \$32,000,000 with a total projected revenue share of \$42,080,520 for Goldbelt over the 25-year term.
<i>Term:</i>	The Term of the Agreement starts on the Effective Date of the Agreement and ends on the twenty-fifth (25th) anniversary of the date that the Project opens to the public. City warrants

Exhibit B - Ordinance 2023-08

opening to the public by May 31, 2027. The Term will extend if Goldbelt has not received 2X its contribution in revenue (\$20,000,000).

Investment: Goldbelt will disburse Contribution funds of \$10,000,000 on or before July 3, 2023.

Termination: The City may terminate the Agreement for convenience: prior to receiving any portion of Goldbelt’s investment; if it chooses to terminate deployment or operation of the project; or in the event of non-appropriation. The termination fee will be the amount contributed by Goldbelt minus any revenue sharing received prior to termination. Goldbelt will also receive seven percent (7%) per annum interest compounded monthly up to a cap of 150%, which will be \$5,000,000.

Revenue Sharing: Until Goldbelt has received payments equaling the entire investment amount (“Phase 1”), the City shall pay to Goldbelt a percentage of the gross Summer Operations Receipts. Goldbelt’s percentage shall be determined by the number of visitors to the Project, with ranges from 10%-25%. After Goldbelt has received payments equaling its entire investment amount (“Phase 2”), the City shall pay to Goldbelt a percentage of the gross Summer Operations Receipts. Goldbelt’s percentage shall be determined by the number of visitors to the Project, with ranges from 10%-12.5%. Payment of Goldbelt’s share will be due within sixty (60) days of the City receiving a final statement identifying the gross Summer Operations Receipts for the calendar year of the Term.

Records: Both Parties will provide a written weekly summary report of revenues from the sale of individual, packaged, or summer season passes from the Project and have an end of the year audit summary report. On written notice, both Parties shall permit an audit by an independent certified public accounting firm to verify accuracy of summer revenues.

Future Engagements: Goldbelt and CBJ will share ideas and motivation to build a responsible and prosperous community that will last forever. Because of these shared goals, CBJ intends to continue working with Goldbelt at Eaglecrest to build a successful and sustainable business operation for visitors and residents to enjoy.

Communication: CBJ will communicate with Goldbelt regarding plans to expand Eaglecrest operations near Goldbelt property on the shoreline of Douglas Island.

Exhibit B - Ordinance 2023-08



Goldbelt, Incorporated

By: McHugh Pierre

Its: President & CEO



Dave Scanlan

Rorie Watt

April 12, 2023

Date

4-12-2023

Date

Date

Presented by: The Manager
 Presented: April 17, 2023
 Drafted by: S. Layne

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2023-22

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

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

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

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

WHEREAS, the Eaglecrest Ski Area solicited statements of interest from local vendors for Eaglecrest Ski Area Summer Development and only received one response to develop the Zipline activity from the current vendor, **Alaska Rainforest Sanctuary, LLC (ARS)** due to the specialized nature of the activity and infrastructure required; and

WHEREAS, **Alaska Rainforest Sanctuary, LLC** expressed interest in a continued partnership with the CBJ and Eaglecrest Ski Area; and

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

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

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

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

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

(b) **Authorized location.** Permittee is authorized to use that portion of Eaglecrest Ski Area that begins approximately 50 yards west of the base of the Ptarmigan Chairlift and ends approximately 150 yards southeast of the Base Lodge at Eaglecrest for the purposes of operating the existing Alaska Rainforest Sanctuary (ARS) Canopy Tour. The Tour consists of a series of platforms in trees connected by ½ inch steel cable and constructed in conformance with the Association for Challenge Course Technology (ACCT) guidelines. Any subsequent alterations, repairs, and/or improvements shall also conform to these guidelines, as applicable. Permittee also is authorized, upon application to and approval by the Ski Area Manager, to construct additional platforms and cables to expand or add to the ARS Canopy Tour in other suitable trees. Permittee also is authorized, upon application to and approval by the Ski Area Manager, to conduct additional tours or operations on the permitted premises, provided that such tours and operations comply with the applicable conditions of this permit. Permittee is also authorized to construct and use an entry and exit path to and from the ARS Canopy Tour location.

- 1) **Facilities and restrooms.** During construction and operations, as applicable, Permittee is authorized to use the following for the purpose of supporting the ARS Canopy tour:
 - a. Use of Eaglecrest's parking lot for Permittee's vehicles and Permittee's employee and customer vehicles.
 - b. Use of a designated passenger drop-off and pick-up zone near Eaglecrest Lodge.
 - c. Use of the lodge's public restrooms.
 - d. Exclusive use of the Porcupine Lodge main entrance foyer, restroom facilities, rental shop area as well as the slope side entrance and foyer during the ARS Canopy Tour operating season. Shared use of the Porcupine Lodge boardroom sink and hot water will also be allowed during the ARS Canopy tour operating season. Year-round storage in the "bowling alley" storage room of an approximate size of 150 square feet will be provided for ARS Canopy Tour related items.
 - e. Use of Eaglecrest-provided internet communications, heat, hot water, sink for washing dishes, storage space, and electricity reasonably adequate to meet Permittee's needs.

(c) **Term.** Each franchise term is one year, beginning June 8, 2023. Vendor may request to renew this franchise authorization annually by sending written notice to the Ski Area Manager by 30 days prior to expiration, which shall be granted so long as the vendor is in good standing and a renewal is in the best interest of Eaglecrest Ski Area as determined by the Board of Directors. This franchise authorization is effective for a maximum of five consecutive summer seasons beginning summer season 2023.

(d) **Revocation.** This franchise authorization is revocable upon violation of any of terms of this ordinance or upon failure to comply with other applicable permits, laws, and regulations. This franchise authorization will be revoked for nonperformance in the event that the business does not operate for a summer season without prior written approval from CBJ.

- (e) **Compliance with other laws and regulations.** Vendor shall comply with all applicable City and Borough of Juneau, State of Alaska, and federal permits, laws and regulations. Vendor shall ensure compliance and is responsible with this franchise authorization by Vendor's agents, employees, customers, and guests.
- (f) **Insurance.** Vendor shall maintain insurance for the risk and the amounts specified below, and shall supply the CBJ Risk Manager—who may modify these requirements on an annual basis when in the best interest of the CBJ—with current certificates of insurance:
- (i) \$4,000,000 in commercial general liability insurance (aggregate) and \$2,000,000 (per occurrence), naming the CBJ as additional insured.
 - (ii) **Comprehensive Automobile Liability Insurance.** The coverage shall include all owned, hired, and non-owned vehicles to a one million dollar (\$1,000,000) combined single limit coverage, naming the CBJ as additional insured.
 - (iii) Workers compensation insurance, if there are any employees. The policy must include employer's liability coverage of \$1,000,000 per injury and illness, and \$1,000,000 policy limits. This policy shall be endorsed to waive subrogation against CBJ.
- (g) **Indemnity.** Vendor agrees to indemnify, defend, and hold harmless the City and Borough of Juneau from any and all claims for injury and damage to persons or property related to or arising out of the Vendor's activities unless such injury or damage is caused by the gross negligence of the City and Borough of Juneau, its agents, employees, officers, or anyone acting on its behalf.
- (h) **Hours of Operation and Group Size.** Permittee is authorized to operate a maximum of 20 tours per day, seven days a week. Any change in the number of tours must be approved by the Ski Area Manager.
- (i) **General permit fees.** Beginning at the time of the effective date of this permit and for the remainder of the first year of the permit term, Permittee shall pay CBJ an annual permit fee in the amount of six *per centum* (6%) of Permittee's annual gross revenues for the annual permit period ending September 30. For each consecutive renewal year the permit fee in the amount of eight *per centum* (8%) of Permittee's annual gross revenues for the annual permit period ending September 30 of each year. Payments of the percentage of gross revenues described above shall be due October 30 of each year, with the first payment due on October 30, 2023. For purposes of this paragraph, "gross revenues" are defined as the total amount of sales invoiced by Permittee pursuant to this permit. Gross revenues do not include sales taxes or any royalties or commissions, or similar fees or charges, allowed or remitted by Permittee to any tour brokers, agents, or cruise ship companies.
- (j) **Fees charged by vendor.** Pursuant to 11 CBJAC 07.040(b)(3)(A), Vendor must submit to the Ski Area Manager a schedule of fees and charges to customers prior to the beginning of each summer operating season.
- (k) **Monthly revenue reports.** Vendor must submit to the Ski Area Manager a complete revenue report detailing the gross revenues for each month of operation. Reports are due on or before the last day of the following month. (For example, the February 2023 report will be due on

or before March 31, 2023). Reports shall contain a breakdown of the gross receipts by the activity which produced such receipts.

(l) **Audit and inspection of records.** The CBJ may once per annual term cause an audit of Vendor's gross revenues to be made by a Certified Public Accountant of the CBJ Finance Director's selection or a CBJ auditor. If the audit reports that less gross revenues were reported by the Vendor in a given year period than were actually received, Vendor shall bear the cost of the audit and remit the amount of the underpayment to the Eaglecrest Ski Area. Otherwise, the Eaglecrest Ski Area shall bear the cost of the audit. The Eaglecrest Ski Area shall have the right at all reasonable times during the term of this franchise authorization, upon 10 days written notice, to inspect, review, and copy, records of Vendor that are necessary to verify Vendor's compliance with its fee obligations.

(m) **Ownership, maintenance and removal of improvements.** All improvements installed by Vendor are the property of Vendor. Vendor shall keep Vendor's improvements in neat, clean, sanitary and safe condition. Vendor must remove improvements on or before the date of permit expiration, or within 30 days after permit termination. At any time during the term of this franchise authorization, upon Vendor's consent, Eaglecrest Ski Area may purchase the improvements or consent to allow improvements to remain on site after expiration or termination.

(n) **Taxes and impositions.** During the term of this franchise authorization, Vendor shall pay all CBJ taxes which may be imposed or assessed, including tax on sales and services and business personal property. Nothing in the preceding sentence shall affect Vendor's legal rights to appeal any tax imposed or assessed on it by CBJ.

(o) **Permit transfer.** Pursuant to 11 CBJAC 07.030(e), business may only be conducted under this franchise authorization by Alaska Rainforest Sanctuary, LLC and this franchise authorization may not be sold, assigned, leased, rented, mortgaged or otherwise transferred unless Vendor's entire business interest in Alaska Rainforest Sanctuary, LLC is transferred to another party. The Vendor or the transferee shall submit a written application which shall be approved if application satisfies all of the reasonable requirements applicable to an original application. No credit will be given to the transferee for any permit payments made to CBJ by the Vendor.

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

- (i) Signs may be posted in accordance with CBJC 49.45 *et. seq.* and with the Ski Area Manager's written permission and Board of Director approval, which must not be unreasonably withheld.
- (ii) The Vendor must promptly notify the Ski Area Manager of any accident, injury, or claim relating to the franchise activity.
- (iii) Vendor shall promptly dispose of all litter found on and near the authorized location.
- (iv) All vehicles under the control of the Vendor shall be lawfully operated and parked while the Vendor is engaging in franchise activities. The Vendor is responsible for following all parking restrictions and requirements.

- (q) **Casualty.** Should the authorized location be destroyed or so badly damaged by fire or other casualty during the initial term or any renewal term of this franchise authorization making the premises unusable for the intended purposes, the franchise authorization is terminated.
- (r) **Vendor’s confidential information.** The parties acknowledge that as a result of Vendor’s operations under this franchise authorization, CBJ may acquire information regarding Vendor’s business that may be protected as confidential under state or CBJ law. Vendor acknowledges and understands that the CBJ is subject to the Alaska Public Records Act (A.S. 40.25.120) and that all documents received, owned or controlled by the CBJ in relation to this franchise authorization must be made available for the public to inspect upon request, unless an exception applies. It is Vendor’s sole responsibility to clearly identify any documents Vendor believes are exempt from disclosure under the Public Records Act by clearly marking such documents “Confidential.” Should the CBJ receive a request for records under the Public Records Act applicable to any document marked “Confidential” by Vendor, the CBJ will notify Vendor as soon as practicable prior to making any disclosure. Vendor acknowledges it has five (5) calendar days after receipt of notice to notify the CBJ of its objection to any disclosure, and to file any action with any competent court Vendor deems necessary in order to protect its interests. Should Vendor fail to notify the CBJ of its objection or to file suit, Vendor shall hold the CBJ harmless of any damages incurred by Vendor as a result of the CBJ disclosing any of Vendor’s documents in the CBJ’s possession. Additionally, Vendor may not promise confidentiality to any third party on behalf of the CBJ, without first obtaining express written approval by the CBJ.
- (s) **Choice of law, jurisdiction.** The Superior Court for the State of Alaska, First Judicial District at Juneau, Alaska shall be the exclusive jurisdiction for any action of any kind and any nature arising out of or related to a franchise agreement. Venue for trial in any action shall be in Juneau, Alaska. The laws of the State of Alaska shall govern the rights and obligations of the parties. Vendor specifically waives any right or opportunity to request a change of venue for trial pursuant to A.S. 22.10.040.
- (t) **Other terms.** The Eaglecrest Ski Area may add additional terms that are in the best interest of the City and Borough of Juneau.

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

Adopted this _____ day of _____, 2023.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Presented: 04/17/2023
Drafted by: S. Layne

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2023-23

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

WHEREAS, the City and Borough of Juneau (CBJ) owns real property located at 1580 Thane Road with the legal description of a fraction of Tract A, Alaska Tideland Survey (ATS) No. 556; and

WHEREAS, GCI Communication Corporation (GCI Communication) has leased this property from the City and Borough of Juneau since 1983; and

WHEREAS, GCI Communication applied to continue to lease this property for the operation of the Satellite Communication Earth Station located at the Rock Dump; and

WHEREAS, at the January 23, 2023 meeting, the Lands Housing and Economic Development Committee provided a motion of support to continue to lease this property.

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

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

Section 2. Authorization. The Manager is authorized to lease CBJ property within Tract A, ATS 556 to GCI Communication (Lessee) for the continuous use as a communications facility.

Section 3. Terms and Conditions. The final lease shall be subject to the following essential terms and conditions:

The initial lease term will be for five (5) years. Lessee shall have the option to renew the lease for up to four (4) additional five-year renewal periods, for a maximum of 25 years, subject to written approval by the City and Borough of Juneau. The option to renew must be exercised by providing written notice to the CBJ no later than three months prior to the expiration of the underlying lease term.

The rental rate will be set at fair market value as determined by appraisal to be \$29,211.00 per year. Rental rate is subject to review and adjustment no less than every five years.

Other terms and conditions. The Manager may include other lease terms and conditions as the Manager determines to be in the public interest.

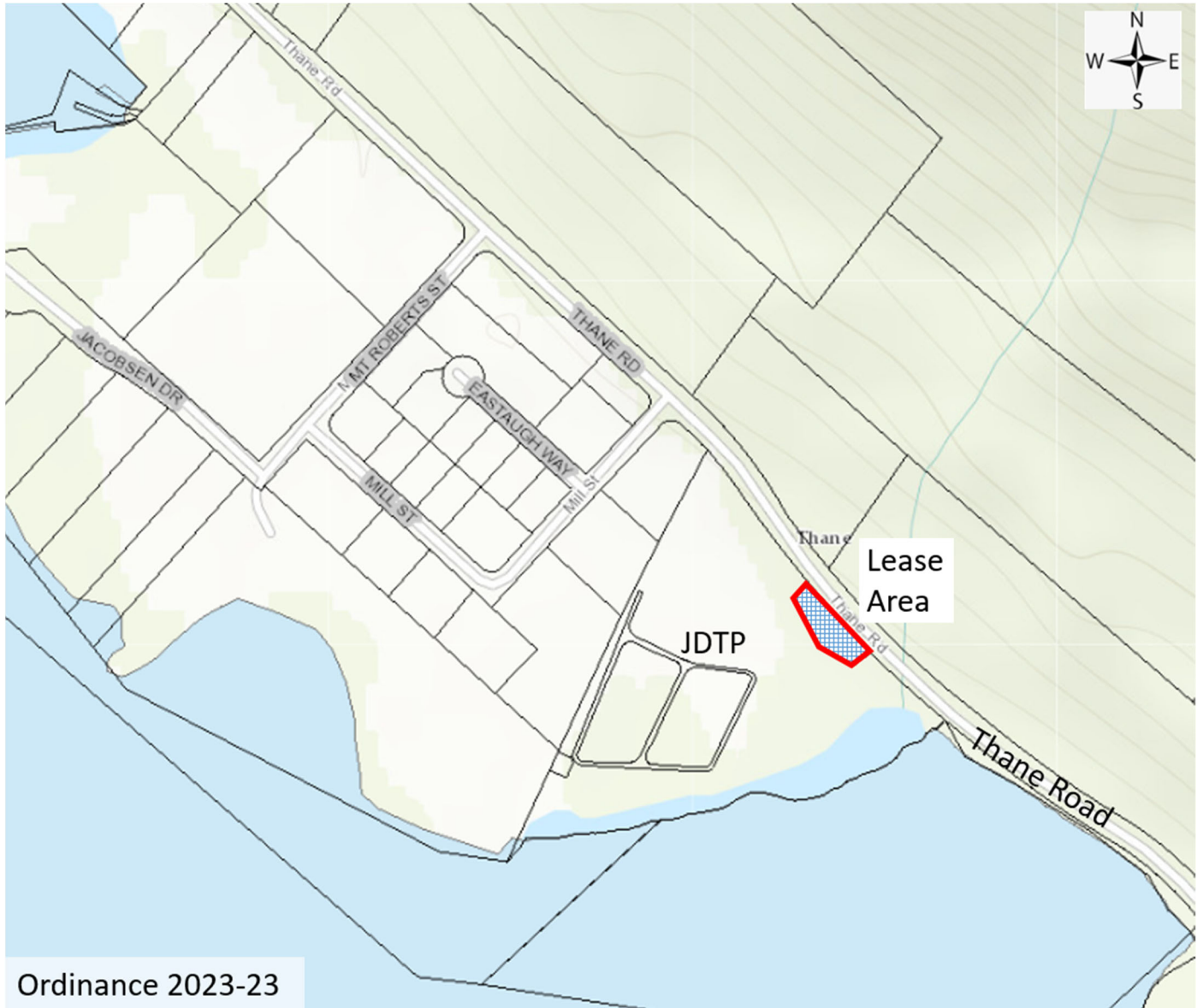
Section 4. Effective Date. This ordinance shall be effective 30 days after its adoption.

Adopted this _____ day of _____, 2023.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk



Presented by: The Manager
Introduced: April 17, 2023
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

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

An Ordinance Transferring \$7,026,038 from CIP B55-087 Emergency Department Addition to CIP B55-080 Crisis Stabilization, and Deappropriating \$7,026,038 from the Manager for the Crisis Stabilization Capital Improvement Project.

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

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

Section 2. Transfer of Appropriation. It is hereby ordered by the Assembly of the City and Borough of Juneau, Alaska, that \$7,026,038 be transferred:

From: CIP

B55-087	Emergency Department Addition	(\$ 7,026,038)
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To: CIP

B55-080	Crisis Stabilization	\$ 7,026,038
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Section 3. Source of Funds - Transfer

Hospital Revenue Bond Proceeds	\$ 7,026,038
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Section 4. Deappropriation. There is deappropriated from the Manager the sum of \$7,026,038 for the Crisis Stabilization Capital Improvement Project (B55-080).

Section 5. Source of Funds - Deappropriation

Hospital Funds	(\$ 7,026,038)
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Section 6. Effective Date. This ordinance shall become effective upon adoption.

Adopted this _____ day of _____, 2023.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: April 17, 2023
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

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

An Ordinance Appropriating \$11,944,152 to the Manager for the Bag Belt Replacement, Parking Lot Paving, and Gate K Culvert Reconstruction Capital Improvement Projects; Funding Provided by Airport CARES Act Funding.

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

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

Section 2. Appropriation. There is appropriated to the Manager the sum of \$11,944,152 as funding for the Bag Belt Replacement (A50-105), Parking Lot Paving (A50-106), and Gate K Reconstruction (A50-110) capital improvement projects, to be appropriated as follows:

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

Section 3. Source of Funds

Airport CARES Act Funding	\$ 11,944,152
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Section 4. Effective Date. This ordinance shall become effective upon adoption.

Adopted this _____ day of _____, 2023.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: April 17, 2023
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

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

An Ordinance Appropriating \$250,000 to the Manager for the Aurora Harbor Improvements Capital Improvement Project; Funding Provided by Harbors Funds.

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

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

Section 2. Appropriation. There is appropriated to the Manager the sum of \$250,000 for the Aurora Harbor Improvements Capital Improvement Project (H51-125).

Section 3. Source of Funds

Harbors Funds	\$ 250,000
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Section 4. Effective Date. This ordinance shall become effective upon adoption.

Adopted this _____ day of _____, 2023.

Beth A. Weldon, Mayor

Attest:

Elizabeth A. McEwen, Municipal Clerk

MEMORANDUM

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

DATE: March 28, 2023

TO: Duncan Rorie Watt
City Manager

FROM: Renee Loree *Renee Loree*
Purchasing Officer

SUBJECT: Recommendation to Award Bid No. 23-193 P25 RADIO COMMUNICATIONS
UPGRADE FOR CAPITAL TRANSIT

Bids were opened on the subject project on March 23, 2023. The following bids were received:

Bidder	Total Bid
Arcticom, Inc	\$192,489.41
REVL, Inc	\$220,114.30

Buyer: Shelly Klawonn, Senior Buyer

Funding Source: 602790350- 792202102- 5510- Grants Vehicles and Equipment - Radios

Commitment: \$192,489.41

The Protest period ended March 30, 2023.

With the concurrence of Rich Ross, Capital Transit Superintendent, the Purchasing Division recommends award to Arcticom, Inc on the basis of having the lowest responsive and responsible bid price in the amount of \$192,489.41 based on Total Bid.

Approved: _____
Duncan Rorie Watt, City Manager

Date of Assembly Approval: _____



MEMORANDUM

CITY/BOROUGH OF JUNEAU

155 SOUTH SEWARD STREET, JUNEAU, ALASKA 99801

TO: Rorie Watt
City and Borough Manager

DATE: April 12, 2023

FROM: Greg Smith
Contract Administrator

FILE: 2074

SUBJ: Amendment to
MWWTP SCADA Upgrades
CBJ Contract No. RFP E22-278

This project consists of a construction firm serving in a Construction Manager at Risk capacity to provide pre-construction and construction services for the Mendenhall Wastewater Treatment Plant SCADA Upgrades project. This Alternative Procurement method was authorized by the Assembly with Ordinance 2022-35 with a guaranteed maximum price (GMP) of \$3,900,000.

A competitive process resulted in two firms responding to an RFP. On September 12, 2022, the Assembly approved the selection of Dawson Construction, LLC as the General Contractor for the Mendenhall Waste Water Treatment Plant SCADA Upgrade CMAR project.

The project is transitioning from Pre-Construction services into a guaranteed maximum price for delivery of the project. Staff recommends approval to proceed with the project by Amendment for a GMP of **\$3,722,921**.

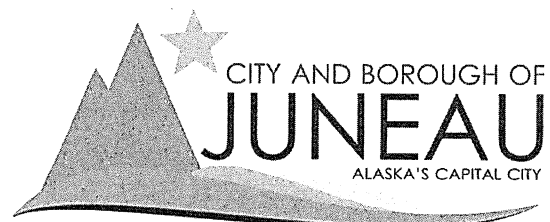
Project Manager: Abner Miller

Funding Source: Wastewater; Sales Tax
Total Project Funds: \$4,900,000
CIP No.U76-124

Approved: _____
Duncan Rorie Watt
City & Borough Manager

Date of Assembly Approval: _____

c: CBJ Purchasing



Presented by: The Manager
Introduced: April 17, 2023
Drafted by: Finance

TRANSFER REQUEST FOR THE CITY AND BOROUGH OF JUNEAU,
ALASKA

SERIAL NUMBER T-1055

It is hereby ordered by the Assembly of the City and Borough of Juneau,
Alaska, that \$1,200,000 be transferred:

From: CIP

B55-087	Emergency Department Addition	(\$1,200,000)
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To: CIP

B55-088	Emergency Department Emergency Medical Records Upgrades	\$1,200,000
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The \$1,200,000 consists of:

Hospital Revenue Bond Proceeds	\$1,200,000
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Moved and Approved this _____ day of _____, 2023.

D. Rorie Watt, City Manager

Attest:

Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: April 17, 2023
Drafted by: Finance

TRANSFER REQUEST FOR THE CITY AND BOROUGH OF JUNEAU,
ALASKA

SERIAL NUMBER T-1056

It is hereby ordered by the Assembly of the City and Borough of Juneau,
Alaska, that \$1,800,000 be transferred:

From: CIP

U76-119	Mendenhall Wastewater Treatment Plant Improvements	(\$1,800,000)
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To: CIP

U76-124	Wastewater SCADA Improvements	\$1,800,000
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The \$1,800,000 consists of:

Wastewater Funds	\$1,800,000
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Moved and Approved this _____ day of _____, 2023.

D. Rorie Watt, City Manager

Attest:

Elizabeth J. McEwen, Municipal Clerk



THE STATE
of ALASKA
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Culture, and Economic Development
ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

Section L, Item 14.

February 21, 2023

City and Borough of Juneau

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

License Type:	Restaurant/Eating Place	License Number:	851
Licensee:	Green Lantern LLC		
Doing Business As:	No DBA		
Premises Address	No Premises		

☒ New Application

☐ Transfer of Location Application

☐ Transfer of Ownership 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: March 20, 2023
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

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

An Ordinance Appropriating up to \$2,340,737 to the Manager for Juneau School District Special Revenue Fund Deficits and Current Year Student Activities; Funding Provided by General Funds.

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 up to \$2,340,737 for Juneau School District special revenue fund deficits and current year student activities.

Section 3. Source of Funds

General Funds	\$2,340,737
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Section 4. Effective Date. This ordinance shall become effective upon adoption.

Adopted this _____ day of _____, 2023.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

TIMING:

The Board chose to make this request for the FY23 budget as part of the shift in budgeting protocols allowing for more real-time budget adjustments as needed within a school year. In the past, there were times the district would approach the Assembly for additional funds as a result of an increase in enrollment over the projection. This is similar in concept. The actuals that we have now, with respect to deficits in funds such as RALLY, Transportation, and Community Schools, is the information we didn't have when we approached the assembly in April to approve the FY23 budget. Rather than delaying fiscal adjustments and putting the district at a higher risk of audit deficits, JSD has added an additional budget revision. This past June, as a result of higher deficits than anticipated in a few areas (transportation, RALLY, and Community Schools) we ended the year with a deficit overall and specifically in the general fund. We are using several strategies to avoid a similar situation with the conclusion of the FY23 budget.

Approving these funds allows JSD to maximize the effect of our general operating budget on our instructional programming vs. the deficits. We would still need Community Schools, Learn to Swim, Pre-School, RALLY, Transportation, Activities, and Food Service (this pays for student account debt).

Transportation

<u>Prior Year (FY21 and FY22) Deficits per FY22 JSD Audit on Page 62</u>	<u>FY23 Shortfall based upon current contract and revenue from DEED</u>	<u>Total Current Request</u>
\$1,050,000 (\$250,000 previously covered by CBJ in FY22 request): \$800,853	\$633,000 (\$150,000 previously covered by CBJ in original FY23 request): \$483,000	<u>\$1,283,853</u>

- ❖ Transportation represents one of the fastest-rising categories of inflation, running over 20% higher in April 2022 compared to the previous April.
- ❖ The dollars per student received for transportation was the same in August of 2022 as it was in August of 2015.
- ❖ During COVID there was no hold harmless support for transportation.
- ❖ The per pupil amount of transportation costs from the State would need to rise by 31% to cover our costs for next year.
- ❖ We are asking for funds now, rather than with our original FY23 request, as our student projections for FY23 came in lower than expected. Transportation funding is received based on our actual enrollment.
- ❖ The contractor can only increase our contract by inflation or by 4%, whichever is the less of the two.
- ❖ Juneau kids deserve safe, reliable transportation from home to school. The per-student amount provided to districts from the state for this vital service has not increased since the 2015-16 School Year. Literally, the amount per student the district receives for transportation is the same this year as it was when kids started the year in August 2015.

- ❖ Regardless of overall enrollment and the way students are “spread throughout the district,” we still need to run mostly routes, even with a reduction of students.
- ❖ Our costs this current year exceed revenue. We choose, as a community, to provide busing for Elementary at ½ mile but could choose to be a mile. (state statute is 1 mile)
- ❖ The deficit in transportation is so significant due to underfunding by the state that minimizing routes or not doing a cross-town bus isn’t sufficient to resolve the gap. It is much bigger than the moderate savings that would exist without a cross-town bus. (There is more and more demand and expectation that school districts offer families a choice in their school options. Our optional programs: Charter, TCLL, Montessori, and YDHS, all offer cross-town bussing. The TMHS JDHS cross-town busing is small dollars but also part of our commitment to Choice.)

RALLY

<u>Prior Year (FY21 and FY22) Deficits per FY22 JSD Audit on Page 144</u>	<u>FY23 Shortfall based upon current contract and revenue from DEED</u>	<u>Total Current Request</u>
\$652,520 (\$187,750 previously covered by CBJ in FY22 request): \$464,770	\$435,230 (\$150,000 previously covered by CBJ in original FY23 request): \$285,230	<u>\$750,000</u>

- ❖ In order to “shore up” as many efficiencies as possible, we have restructured our RALLY locations. We closed two sites and have remained open at 4 sites.
- ❖ Each of the four sites is full, and we have a waiting list of 45 students.
- ❖ This is a community-facing program, not a K-12 instructional program.
- ❖ JSD is happy to provide support to parents at convenient locations.
- ❖ Affordable childcare is a huge issue; families participated less when we raised prices.
- ❖ It is a licensed childcare provider aligned with the stated priorities of the assembly concerning high-quality, affordable childcare.
- ❖ A licensed childcare provider has a higher bar for qualifications of staff. Like so many businesses, we are having trouble finding qualified staff. As a result, the only way we can keep RALLY open is to hire JSD classified staff to work after school. This forces us to pay overtime, increasing the RALLY cost. If we pass this cost onto the families, we have significant challenges meeting the “affordability” necessary to support families.
- ❖ While we have minimized the debt with the restructuring, additional funding would allow us to expand availability, resolve expected debt from FY23, and expand for those on the waitlist without incurring additional debt from overtime.
- ❖ The RALLY program has applied for additional COVID grant funding for childcare centers. If this funding should come through, then RALLY will not end the FY23 fiscal year in a deficit. If we receive funding from CBJ from this request and the grant funding comes through, the District will utilize the funding to offset parent rates along with trying to open more slots for families to have after-school childcare to help fulfill the childcare needs of the City and Borough of Juneau.

Community Schools:

<u>Prior Year (FY21 and FY22) Deficits per FY22 JSD Audit on Page 101</u>	<u>FY23 Shortfall based upon current contract and revenue from DEED</u>	<u>Total Current Request</u>
\$221,884 <i>(\$95,000 previously covered by CBJ in FY22 request): \$126,884</i>	\$195,000 <i>(\$95,000 previously covered by CBJ in original FY23 request): \$100,000</i>	<u>\$226,884</u>

- ❖ This is a community program that JSD facilitates.
- ❖ This is a debt we encumbered during FY22.
- ❖ We are happy to give access to the community to the buildings we use.
- ❖ One of the primary partners is CBJ Parks & Recreation
- ❖ This is another set of different staff—very difficult to fill positions. Some overtime is needed to staff it.
- ❖ In support of our community, we can't pass all increases on to the renter and still charge a reasonable amount. We seldom hear that it is too cheap, but often hear it is expensive (Symphony, for example) because we need someone present in the buildings if there are five people or five hundred. Custodial costs and supplies (such as cleaning and paper products) have increased.
- ❖ With the close of Centennial Hall, our facility use requests are up significantly. Thus staffing needs are higher than anticipated, and again, we can't pass all those increases off to community renters. Personnel costs have increased over the years, and the funding for the program has remained level.

Activities

\$80,000

This funding is for wrestling mats for middle school and high school per the Mayor's recommendation last winter. The mats are over 25 years old and in much need of replacement. A local business has donated one mat. This would allow us to provide enough mats for both middle schools and one at the high school. (we currently offer wrestling at only one of our high schools)

Summer School

We reached back out to the State of Alaska Department of Education and Early Development to verify the approval they had previously stated regarding this request. Although they had approved this category previously, based on a recent meeting, they determined this could not be included in this funding, so we have removed it from our request.

2022-06(b)(AR) Funding Allocation Details

FY2021 Deficits

Pupil Transportation	\$	374,939
Rally	\$	464,770
FY2021 Total	\$	839,709

FY2022 Deficits

Pupil Transportation	\$	425,914
Community Schools	\$	126,884
FY2022 Total	\$	552,798

FY2023 Deficits

Pupil Transportation	\$	483,000
Rally	\$	285,230
Community Schools	\$	100,000
FY2023 Total	\$	868,230

New Request

Middle/High School Activities (wrestling mats)	\$	80,000
New Requests Total	\$	80,000

Total JSD Supplemental Funding Request \$ 2,340,737

Presented by: The Manager
Presented: 03/20/2023
Drafted by: S. Layne

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2023-19

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

WHEREAS, 1000 Harbor Way, LLC (“applicants”) are owners of certain real property located at 1000 Harbor Way with the legal description of Lot 5, Block 51, Tidelands Addition; and

WHEREAS, the City and Borough of Juneau (CBJ) owns real property adjacent to 1000 Harbor Way, described as a fraction of Lot 3, Block 51, Tidelands Addition; and

WHEREAS, the applicants request additional land under and around their existing building in order to make major structural and architectural improvements to the aging building; and

WHEREAS, the Docks and Harbor’s Board reviewed this application at the August 25, 2022 meeting and provided a motion to advance this application; and

WHEREAS, the Lands, Housing, and Economic Development Committee reviewed this proposed CBJ land disposal at the meeting on September 26, 2022, and forwarded this application to the Assembly with a motion to work with the original proposer in accordance with CBJC 53.09.260; and

WHEREAS, the Assembly reviewed this application at the November 21, 2022 meeting and provided a motion to authorize the City Manager to negotiate the disposal of City property to the applicants; and

WHEREAS, the Planning Commission reviewed this proposed disposal of the CBJ property at their meeting on January 24, 2023, and passed a recommendation that the Assembly approve the disposal; and

WHEREAS, fair market value of the CBJ property has been determined by appraisal to be \$24.62 per square foot or \$118,510 more or less.

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1	1000 Harbor Way, LLC (Hansen Gress)	4,041 SF
2	Land leased from CBJ proposed to be purchased	4,178 SF
3	Additional CBJ land to be purchased	<u>636 SF</u>
	Total Area	8,855 SF



Presented by: The Manager
Presented: 03/20/2023
Drafted by: S. Layne

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2023-20(b)

An Ordinance ~~Establishing~~ Amending the Duties of the Systemic Racism Review Committee.

WHEREAS, discrimination based on race in institutional policies leads to systemic racism; and

WHEREAS, systemic racism creates disparities in the social and civic fabric of a community through legislation related to all aspects of society, including but not limited to education, criminal justice, employment, elections, housing, and political power; and

WHEREAS, systemic racism includes policies and practices that exist throughout a whole society or organization, including historical actions and practices, and that result in and support a continued unfair advantage to some people and unfair or harmful treatment of others based on race; and

WHEREAS, systemic racism is as overt and covert as individual racism and it has similar emotional, economic, physical, and liberty consequences though it may be harder for individuals to see even when revealed in disparities and data; and

WHEREAS, systemic racism is similar to disparate impact discrimination, which is generally defined as a facially neutral act, practice, or policy that has a significant discriminatory impact on a protected group; and

WHEREAS, the residents of Juneau and the Assembly benefit from having a systemic racism review committee that works with the Assembly to address systemic racism, including reviewing policies and procedures and reviewing legislation prior to public hearing and making recommendations to the Assembly; and

WHEREAS, the Assembly encourages racially diverse individuals to apply and encourages racial minority groups to nominate individuals to help advise the Assembly.

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. Systemic Racism Review Committee Established.

(a) **Establishment.** There is established a Systemic Racism Review Committee consisting of seven individuals.

(1) The Assembly shall appoint members of the Committee to staggered three-year terms. Members of the Committee shall serve at the pleasure of the Assembly. Terms shall commence on July 1. Appointments to fill vacancies shall be for the unexpired term. In the event a seat has six months or less remaining to the unexpired term, the Assembly, at its discretion, may choose to appoint the member to the remainder of the current term as well as to the full term immediately following the expiration date of the unexpired term. No member who has served for three consecutive terms or nine years shall again be eligible for appointment until one full year has intervened, provided, however, that this restriction shall not apply if there are no other qualified applicants at the time reappointment is considered by the Assembly.

(2) Members shall be selected to provide the most balanced representation possible. Members shall have experience identifying unlawful discrimination—including based on race, color, or national origin—experience identifying social justice inequity, or intimate knowledge of local cultures and practices, including tribal culture and practices.

(b) **Duties.** The Committee is charged with:

(1) Developing criteria to advise whether legislation, policies, or procedures likely includes ~~a systemic racism policy or implications~~. The Committee must present ~~the proposed legislative review criteria to the Assembly before substantively reviewing any policies, procedures, or legislation, or perpetuate systemic racism.~~

(2) Reviewing legislation, selected at the discretion of the Committee ~~all ordinances after introduction and before public hearing~~ to advise whether the ordinance likely includes a systemic racism policy or implication.

~~(3) Reviewing all resolutions to advise whether the resolution likely perpetuates systemic racism.~~

~~(3)~~ (4) Reviewing current policies, selected at the discretion of the Committee, to advise whether the policies likely perpetuate systemic racism.

~~(4)~~ (5) Reviewing current procedures, selected at the discretion of the Committee, to advise whether the procedures likely perpetuate systemic racism.

~~(5)~~ (6) Presenting options for curing the potential or likely systemic racism or implications.

~~(6)~~ (7) Presenting the Committee's analysis and conclusions timely to the Assembly in a short statement for each item of legislation.

(7) Meeting with the Assembly in a joint meeting at least once a calendar year.

- (c) **Procedure.** The Committee’s procedure shall be governed by the Advisory Board Rules of Procedure, as such may be amended from time to time. Nothing in this Ordinance shall be read to preclude the Assembly from acting upon emergency ordinances and resolutions.
- (d) **Officers, Meetings, and Quorum.** In accordance with the Advisory Board Rules of Procedure, the Committee shall select its own officers, and shall hold regular meetings on a schedule established by the Committee, as well as such special meetings as required to conduct business. The presence of four members constitutes a quorum and any action of the Committee requires four or more affirmative votes to be approved.
- (e) **Staff Assistance.** Staff support to the Committee shall be provided by the City Manager, or designee, as available and appropriate.
- (f) **Legislation Procedure.** The Committee should meet and send the legislative report to the Manager at least six days before the Assembly meeting (i.e. Wednesday for a Monday meeting). However, legislation may be scheduled for public hearing and the Assembly may adopt legislation that has not been reviewed by the Committee. If the Assembly adopts legislation before the Committee has reviewed it, the Committee should review the adopted legislation as soon as possible.

Section 3. Sunset Clause. The Committee created by Section 2 shall cease to exist and the provisions of Section 2 shall automatically terminate August 31, 2026, ~~three years from the effective date of this ordinance~~ unless the Assembly extends the Committee to exist until disbanded by the Assembly. In a joint meeting prior to December 31, 2025, the Committee and the Assembly shall review the Committee’s work product to date and the provisions of this ordinance to determine if any changes are necessary.

Section 4. Effective Date. This ordinance shall be effective 30 days after its adoption.

Adopted this _____ day of _____, 2023.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Presented: 03/20/2023
Drafted by: S. Layne

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2023-21

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

WHEREAS, iRide Alaska, LLC, has applied for a lease of City and Borough property along the West Douglas Pioneer Road located near the end of North Douglas Highway; and

WHEREAS, the purpose of the lease is to allow for the commercial use of the property for guided electronic-bike (“e-bike”) tours; and

WHEREAS, the Assembly’s Committee of the Whole reviewed this application at the March 6, 2023 meeting and adopted a motion supporting the Manager to enter into negotiations for a one-year lease including renewal options with the original applicant and to draft an ordinance for introduction.

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

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

Section 2. Authorization to Convey. The Manager is authorized to negotiate and execute the lease of City and Borough property located along the West Douglas Pioneer Road.

Section 3. Lease Price. The lease price of the property shall be fair market value, which has been determined by the Manager to be \$5.00 for each person who purchases an e-bike tour from iRide Alaska, LLC, in a given year. This lease price may be renegotiated by the Manager if it is in the best interest of the City and Borough.

Section 4. Other Terms and Conditions.

- a. The lease shall be for one-year with a one-year renewal option.
- b. The lease shall exclude the use of the leased premises on Sundays.
- c. The lease shall authorize the use from May 1 through October 1 each year.

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d. The Manager may include such other terms and conditions as may be in the public interest and in accordance with CBJC Title 53.

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

Adopted this _____ day of _____, 2023.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Presented: 03/20/2023
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2022-47

An Ordinance Repealing Title 49 Provisions Related to Wetland Review Board Authority.

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

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

Section 2. Amendment of Chapter. Chapter 49.10 is amended by repealing and reserving Article VII:

ARTICLE VII. RESERVED. WETLANDS REVIEW BOARD

~~49.10.700 Establishment and functions.~~

~~There is established the wetlands review board of the City and Borough, whose purpose is to implement the provisions of the Juneau Wetlands Management Plan.~~

- ~~(a) The wetlands review board shall serve as the decision making body for the issuance of wetlands development permits in Category C and D wetlands, and enhancement project permits in Category EP wetlands, in accordance with the Juneau Wetlands Management Plan and the General Permit for wetlands development issued by the U.S. Army Corps of Engineers and administered by the City and Borough. The wetlands review board will apply the permit review procedures and standards set forth in section 49.70.1000 et seq.~~

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- 2 ~~(b) The wetlands review board shall administer the City and Borough's wetlands~~
- 3 ~~mitigation bank, as established in the Juneau Wetlands Management Plan and in~~
- 4 ~~subsection 49.70.1085(b). The wetlands review board shall develop and maintain a~~
- 5 ~~long term mitigation strategy for Juneau wetlands as described in subsection~~
- 6 ~~49.70.1085(a)~~
- 7
- 8 ~~(c) The wetlands review board shall prepare an annual report on the status of the~~
- 9 ~~mitigation bank.~~

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11 **~~49.10.710 Membership.~~**

12 ~~The members of the wetlands review board shall be nine residents of the City and Borough~~

13 ~~who shall serve without pay. Two shall be members of the planning commission, and seven~~

14 ~~shall be members of the public.~~

15

16 **~~49.10.720 Appointment.~~**

17 ~~Planning commission members shall be appointed by the commission. Public board~~

18 ~~members shall be appointed by the assembly. When public members are appointed, the~~

19 ~~assembly shall consider obtaining the broadest possible representation of members with~~

20 ~~knowledge of the values, functions and uses of wetlands, such as fish or wildlife biology,~~

21 ~~geology, hydrology, land use planning, and engineering. Appointments to fill vacancies shall be~~

22 ~~for the unexpired term only.~~

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25 **~~49.10.730 Term of office.~~**

~~Members shall be appointed for staggered terms of three years.~~

49.10.740 Quorum.

~~The presence of five members constitutes a quorum. Except as authorized by Charter Section 3.16(e), any action of the board requires five or more affirmative votes to be approved.~~

49.10.750 Officers.

~~The wetlands review board shall elect a chair to conduct the meetings of the board and a vice chair to serve in the absence of the chair, provided the chair and vice chair shall not be members of the commission.~~

49.10.760 Unexcused absences.

~~If a member without first being excused for good cause by the wetlands review board misses three consecutive regular meetings, that member's position shall become vacant without action by the board. The wetlands review board or its chair shall immediately inform the assembly of the vacancy.~~

49.10.770 Meetings.

- ~~(a) Regular meetings. The wetlands review board shall hold one regular meeting each month as necessary to conduct board business.~~
- ~~(b) Special meetings. The wetlands review board may hold special meetings upon the call of the chair or any two members. At least 24 hours before the meeting, personal notice shall be given to each board member designating the time, place, and purpose of the special meeting, or written notice shall be left at each member's usual place of residence. At least 24 hours before the meeting, copies of the notice shall also be~~

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~~delivered to the newspapers of general circulation in the municipality and to the commercial radio and television stations operating in the municipality.~~

~~(e) Public notice. No business may be transacted at any special meeting except as stated in the notice of the meeting. All meetings of the wetlands review board shall be publicly noticed in the same manner as other City and Borough boards and commissions, and shall be conducted in accordance with the Alaska Open Meetings Act.~~

~~49.10.780 Record of meetings.~~

~~Minutes all meetings shall be kept and shall be a public record. All records of the wetlands review board are public records and must be available to the public in the same manner as other City and Borough records, provided that upon request of a business, person or other entity working with the wetlands review board, proprietary information in any application or report of that business, person or entity presented to the wetlands review board shall be kept confidential by the wetlands review board to the extent allowed by AS 09.23.110 and AS 09.23.120, or other applicable law. Information to be maintained as confidential must be specified and marked as "confidential" by the business, person, or other entity.~~

~~49.10.790 Rules of procedure.~~

~~Meetings shall be conducted under Robert's Rules of Order and such additions or amendments to the rules as may be adopted by the wetlands review board.~~

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4 **ARTICLE X. RESERVED. WETLANDS MANAGEMENT**

~~49.70.1000 Purpose.~~

~~(a) This article establishes the standards of the Juneau Wetlands Management Plan as enforceable policies of the Juneau Coastal Management Program. These standards shall be used by the City and Borough wetlands review board in making local wetlands permitting decisions, and by the director in rendering the City and Borough's response on coastal management consistency determinations coordinated by the state for projects requiring a permit from the U.S. Army Corps of Engineers for discharge of dredged or fill material into waters of the United States.~~

~~(b) A wetlands permit is established for review and approval of development activities proposed on Category C and D wetlands and enhancement activities proposed on Category EP wetlands, as designated in the Juneau Wetlands Management Plan and in the general permit issued by the U.S. Army Corps of Engineers and administered by the City and Borough. Development activities covered by the wetlands permit include residential, commercial, industrial, transportation and public use activities that involve the mechanical clearing, excavating, or discharge of dredged or fill material on wetlands.~~

~~49.70.1055 Maps.~~

~~(a) The Category A, B, C, D and EP wetlands of the City and Borough are mapped in the Juneau Wetlands Management Plan Atlas, dated May 1994, and in the general~~

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2 permit issued by the U.S. Army Corps of Engineers and administered by the City and
3 Borough.

4 (b) ~~The determinations as to whether a land parcel is within a wetland unit classified as~~
5 ~~Category C, D, or EP and is, therefore, subject to a wetlands permit shall be made by~~
6 ~~the department. The department may request additional information from the permit~~
7 ~~applicant to aid in the determination. The department will provide a copy of its~~
8 ~~determination to the applicant and the U.S. Army Corps of Engineers. The~~
9 ~~department's determination will be subject to review, modification or revocation by~~
10 ~~the U.S. Army Corps of Engineers. The department will proceed with the wetlands~~
11 ~~permit process for wetland units classified as Category C, D, or EP unless and until~~
12 ~~it receives notice from the U.S. Army Corps of Engineers that the department's~~
13 ~~determination was in error.~~

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16 **49.70.1060 Jurisdiction of wetlands permit.**

17 ~~The wetlands permit applies to development activities requiring mechanical clearing,~~
18 ~~excavating or placement of dredged or fill material on Category C and D wetlands, and~~
19 ~~enhancement activities on Category EP wetlands, with the following exceptions:~~
20

- 21 (1) ~~Nationwide permits. If the activity proposed by the applicant is covered by a~~
22 ~~nationwide permit issued by the U.S. Army Corps of Engineers, no wetlands permit~~
23 ~~from the City and Borough will be required provided the activity is conducted in~~
24 ~~compliance with the requirements of the nationwide permit.~~
25 (2) ~~Excluded activities. The following activities cannot be permitted under a wetlands~~
~~permit issued by the City and Borough: placement of dredged or fill material in~~
~~waters of the United States for purposes of heavy industry, dry cleaning operations,~~

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2 hazardous waste disposal, battery transfer yards, commercial auto repair garages,
3 and fuel storage sites. These activities, in order to be undertaken, must be authorized
4 by a permit issued by the U.S. Army Corps of Engineers.

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6 **~~49.70.1065 Permit review procedure.~~**

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8 ~~(a) Wetlands permits shall be reviewed by the wetlands review board as follows:~~

9 ~~(1) Submittal. An application for a wetlands permit must be filed with the~~
10 ~~department and must include the required application fee. The application must~~
11 ~~contain a description of the location, the proposed activity, and the purpose and~~
12 ~~need for the project. The project description must include quantities of fill~~
13 ~~material, acreage of disturbed surface area, measures that the applicant proposes~~
14 ~~to take to comply with the standards of section 49.70.1080, source of fill and any~~
15 ~~off site disposal locations. The application must include a site plan and narrative~~
16 ~~description.~~

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18 ~~(2) Director action. Upon a determination by the director that the application is~~
19 ~~complete, the director shall schedule the application for wetlands review board~~
20 ~~action at the next regular meeting. Public notice shall be provided as required in~~
21 ~~section 49.15.230. Copies of the application shall be distributed to the state and~~
22 ~~federal resource agencies and members of the public who submit a general request~~
23 ~~for the opportunity to review and comment on wetlands permit applications.~~

24
25 ~~(3) Staff report. The department's report to the wetlands review board presented at~~
~~the meeting will include the following:~~

~~(A) Information, regarding the project, the management designation for the~~
~~wetland unit under the Juneau Wetlands Management Plan, the applicability~~

~~of the shoreline corridor designation rules and the residential road corridor designation rules to the wetland unit, and the applicability of the policies of the Juneau Coastal Management Program;~~

~~(B) An assessment of how the project meets the standards of section 49.70.1080, including:~~

~~(i) Any new information regarding the wetland functions listed in the Juneau Wetlands Management Plan and practicable alternatives to the proposed wetlands development;~~

~~(ii) For Category C wetlands, recommendations for maintaining high or medium high individual wetland functional values either on site or off-site, to the extent feasible and prudent;~~

~~(iii) Recommended project modifications or best management practices to avoid or minimize project impacts on wetland acreage and values; and~~

~~(iv) Recommended restoration, rehabilitation or compensation as required under the standards of section 49.70.1080, including any proposed use of the mitigation bank for compensation;~~

~~(C) An estimate of cumulative changes in both function and acreage of the City and Borough wetlands base as a result of the project and any related mitigation. The estimate of cumulative changes will be primarily based on the information regarding individual wetlands functions included in the Juneau Wetlands Management Plan.~~

~~(D) A recommendation to the wetlands review board for approval of the project with or without specified conditions, or a recommendation for denial. A recommendation for denial of a permit may be based on available practicable~~

alternatives, or inability to mitigate against loss of wetland functions and values, as required under the standards set forth in section 49.70.1080.

~~(4) Wetlands review board action. The wetlands review board will evaluate the application for compliance with the standards of section 49.70.1080. The wetlands review board will presume that there is no less damaging practicable alternative site for the proposed development. This presumption will be evaluated in the department's report, and may be reversed by the wetlands review board on consideration of the information presented during the permit review process. The wetlands review board may grant a wetlands permit as described in the original permit application or with conditions necessary for compliance with the standards of section 49.70.1080. The wetlands review board may require that the applicant submit revised plans, narratives and other information, which reflect the conditions applied by the wetlands review board, prior to issuance of the permit. The wetlands review board will make a final decision on a permit no later than 60 days after the director determines that the application is complete. The director shall issue a wetlands permit in accordance with wetlands review board action on the application.~~

~~(5) Temporary emergency permit. In cases where there is an imminent threat to life or severe loss of property, the director may issue a temporary emergency wetlands permit without action of the wetlands review board. The permit may include conditions necessary to ensure compliance with the standards of section 49.70.1080. The permit shall be in effect only until the next regular meeting of the wetlands review board, when formal action on the permit application can be taken.~~

~~49.70.1070 Permit expiration.~~

~~A wetlands permit shall expire 18 months after issuance if no associated building permit, right of way permit, or similar permit for construction has been issued and substantial construction progress pursuant thereto made, unless otherwise specified in the wetlands permit or unless the permit is extended by the wetlands review board under section 49.70.1075. The permittee shall restore the site to pre-project conditions upon expiration of a wetlands permit.~~

~~49.70.1075 Permit extension.~~

~~Upon an application submitted at least 30 days before the expiration of a wetlands permit, the wetlands review board shall hold a hearing to consider whether the permit should be extended. At least ten days prior to the hearing, notice of such hearing shall be mailed to the property owners of record adjacent to the land included in the application and at least two days prior to the hearing, a general notice thereof, shall be printed in a newspaper of general circulation in the City and Borough. At the hearing, the burden of proof for the justification for a permit extension shall rest with the applicant. Upon written findings that the applicant's burden has been met, the wetlands review board may grant an extension not to exceed 18 months, but shall not delete from, amend or add to the conditions contained in the permit. Upon written findings that the applicant's burden has not been met, or that the conditions contained in the permit should be changed, or both, the wetlands review board shall deny the application, and the applicant may submit the entire project, including the previously authorized use, to a review by the wetlands review board as though it were a new application. A new application fee will be assessed for a permit extension. The wetlands review board may grant no more than one permit extension, the maximum duration of which shall be 18 months.~~

~~49.70.1080 Standards for review of wetlands permits.~~

- ~~(a) The standards set forth in this section will be applied by the wetlands review board in its review and approval of wetland permits. These standards will also be applied by the director to wetland development activities not covered by the general permit, through the coastal management consistency process coordinated by the state for projects requiring dredge and fill permits from the U.S. Army Corps of Engineers.~~
- ~~(b) The standards for review of wetlands permits are as follows:~~
 - ~~(1) All individual wetlands will be managed in accordance with the wetland management designations presented in the charts and maps in the Juneau Wetlands Management Plan, the shoreline corridor designation rules, and the residential road corridor designation rules described in subsections (b)(5) and (6) of this section, respectively.~~
 - ~~(2) Shoreline corridor designation rules and residential road corridor designation rules take precedence over the underlying wetland management designations presented in the Juneau Wetlands Management Plan.~~
 - ~~(3) Shoreline corridor designation rules take precedence over the residential road corridor designation rules.~~
 - ~~(4) Category A, B, C, D and EP wetlands will be managed according to the following management guidelines:~~
 - ~~(A) Category A wetlands may be developed only if there is no net loss of individual functional values in the wetland unit. One environmental function cannot be substituted for another.~~
 - ~~(B) Category B wetlands may be developed only if there is no net loss of aggregate functional values in the wetland unit. One environmental function can be~~

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2 substituted for another. However, to the extent feasible and prudent,
3 individual environmental functions that are rated high or medium high in the
4 Juneau Wetlands Management Plan will be retained within the wetland unit.
5 (C) Category C wetlands may be developed if there is no net loss of aggregate
6 functional values in the roaded area. To the extent feasible and prudent,
7 individual environmental functions that are rated high or medium high in the
8 Juneau Wetlands Management Plan will be retained either within or outside
9 the wetland unit.
10
11 (D) Category D wetlands can be developed using best management practices.
12 Project design and scheduling must minimize adverse impacts.
13 (E) Dedicated land refers to land that has special land use restrictions in addition
14 to wetlands restrictions. Dedicated land includes city and state parks, state
15 land, municipal rural reserves, and the Tongass National Forest. These lands
16 are not generally available for development because of public ownership and
17 associated restrictions. They have not been evaluated in the Juneau Wetlands
18 Management Plan because their management has generally already been
19 determined by the public agency that owns or manages the property. The
20 Mendenhall Wildlife Refuge and all estuaries are in this category. Dedicated
21 land is not available for general development.
22
23 (F) Enhancement potential (Category EP) wetlands are wetlands that have the
24 highest potential for environmental enhancement. These are, in large part,
25 wetlands that have been created or degraded by development. Enhancement
may be required only if the wetland is publicly owned. Publicly owned

~~Category EP wetlands can only be used for enhancement projects, not for development.~~

~~(5) Shoreline corridor designation rules.~~

~~(A) For riverine wetlands (rivers), all catalogued anadromous fish streams shall have a 50 foot shoreline corridor on each side of the stream, measured from ordinary high water in the main channel. The 50-foot corridor shall be designated and managed as wetlands Category A. This rule applies only to wetlands adjacent to anadromous fish streams included in the "Catalog of Waters Important for Spawning, Rearing or Migration of Anadromous Fishes," published by the state department of fish and game, and streams that were nominated for inclusion in the catalog as of October 31, 1991. The shoreline corridor extends upstream to the limit of anadromous fish use indicated in the catalog. Additional streams may be catalogued by the state department of fish and game subsequent to the approval of the Juneau Wetlands Management Plan. Once catalogued, these streams would also be subject to the shoreline corridor designation rules.~~

~~(B) For lacustrine wetlands (lakes), there shall be a 50-foot shoreline corridor measured from the ordinary high water of the shoreline. If the lacustrine wetland or adjacent palustrine wetland is designated Category A, then the 50-foot corridor shall be designated and managed as Category A. In all other cases, the corridor shall be designated and managed as Category B.~~

~~(C) Shoreline corridors, alongside lakes and anadromous fish streams take precedence over all other management categories and designations. For~~

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~~(A) Undeveloped palustrine wetland residential parcels with no practicable upland development alternative shall have a temporary, 100-foot Category C designation corridor measured from the road frontage right of way, unless there is no building site with less than 20 percent slope in the temporary corridor. In this case, the temporary corridor is extended into the individual parcel until a building site with less than 20 percent slope is located. The definition of a suitable building site will be determined by the wetlands review board in relation to the particulars of the application and the underlying land use classification zone. Once a fill permit is obtained, the temporary corridor~~

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2 is eliminated, except for a designated "envelope" surrounding and equaling 30
3 percent of the fill footprint. Once the fill is completed, the temporary corridor
4 reverts to the original wetlands management category, except that the 30
5 percent "envelope" remains.

6
7 (B) Developed palustrine residential parcels shall have a Category C designated
8 envelope that is 30 percent larger than their existing fill footprint. For
9 example, if the existing fill footprint is 1,000 square feet, then the existing fill
10 could be expanded under the guidelines of a Category C wetland, only up to
11 300 square feet.

12 (C) Undeveloped residential parcels with an upland practicable alternative on the
13 parcel shall retain their original designated management category. When a
14 practicable alternative is available on the parcel, the development corridor is
15 not available.

16 (7) Best management practices. Best management practices are required for
17 development on any wetland. The conditions set forth in this subsection will be
18 prescribed for all wetland developments. The wetlands review board may
19 prescribe further conditions based on its analysis of individual projects for
20 Category C and D wetlands and comments received during the wetlands permit
21 review process.

22
23 (A) There shall be no work in the stream bed or that would adversely impact the
24 stream during egg incubation or out migration of salmon smolts.

25 (B) Filtration curtains shall be used to protect streams from turbidity due to
adjacent soil disturbance activities.

- ~~(C) Existing wetlands vegetation shall be stripped in mats and repositioned over regraded soil.~~
- ~~(D) The amount of fill shall be restricted to the minimum amount necessary to achieve stated project purposes.~~
- ~~(E) Hydrology surrounding the discharge site shall be maintained with the use of culverts, if necessary. Activities shall not adversely impact adjacent wetlands by causing ponding, drainage, siltation or inadvertent fill.~~
- ~~(F) All discharge material shall be free from toxic pollutants in toxic amounts as defined by state law.~~
- ~~(G) Erosion at the construction site shall be controlled through revegetation and other appropriate means. Exposed soils shall be revegetated within one year.~~
- ~~(H) All work must be completed within three years of issuance of the wetlands permit.~~
- ~~(8) Mitigation. For each wetland unit, individual functions which have potential for high values as presented in the Juneau Wetlands Management Plan will be considered during review of a project. Any new information regarding the value of individual wetland functions will be evaluated and considered during the review of a project. Individual wetland functions may either be demonstrated to be less or more important than the data in the Juneau Wetlands Management Plan indicate. As wetlands are developed, some functions may become scarce, increase in value, and require special consideration during a project review.~~
- ~~(9) The following mitigation policies will apply to a development proposal that would be located in Category A or B wetlands and that requires City and Borough, state or federal permits:~~

~~(A) Avoid damage to the functional values by avoiding or relocating the development proposal.~~

~~(B) Where loss or damage to the functional values cannot be avoided, minimize loss or damage by limiting the degree or magnitude of the development and the actions associated with conducting the development.~~

~~(C) Where the loss of functional values cannot be minimized, restore or rehabilitate the wetland to its predisturbance condition, to the extent feasible and prudent.~~

~~(D) Where the loss of functional values at the development site is substantial and irreversible and cannot be avoided, minimized, or rectified, compensation for the loss of functional values are as follows:~~

~~(i) For Category A wetlands, the compensation actions must be in-kind and must be on-site, located as close as possible to the development site.~~

~~(ii) For Category B wetlands, the compensation actions may be in-kind or out-of-kind, provided the net aggregate values of the wetland unit are maintained. Compensation actions must occur on-site, located as close as possible to the development site.~~

~~(10)The following mitigation policies will apply to a development proposal that would be located in Category C or D wetlands and that requires City and Borough, state or federal permits:~~

~~(A) Based on the extensive analysis of land use alternatives conducted in the land use inventory for the Juneau Wetlands Management Plan, the wetlands review board will presume that there is no practicable alternative for developments proposed on Category C and D wetlands. This presumption is~~

~~rebuttable for individual projects, which means that the wetlands review board may still conclude that there is a practicable alternative based on its review of project specific information during the permit review process.~~

~~(B) Where the development proposal is otherwise lawful and meets the requirements for a wetlands permit, minimize the loss of functional values by limiting the degree or magnitude of the development and the actions associated with conducting the development.~~

~~(C) Where the wetland loss cannot be reduced by minimizing the development, mitigate by restoring or rehabilitating the wetland to its predisturbance condition, to the extent feasible and prudent.~~

~~(D) Where the loss cannot be reduced by minimization and restoration/rehabilitation, mitigate by compensating for the loss as follows:~~

~~(i) For Category C wetlands, the form of compensation required will be selected on the basis of:~~

- ~~(1) Probability of success;~~
- ~~(2) Potential gain in functional values;~~
- ~~(3) Extent to which high and medium high functional values are retained;~~
- ~~and~~
- ~~(4) Cost effectiveness.~~

~~(ii) In general, the order of preference for compensation for Category C wetlands is:~~

- ~~(1) On site and in kind;~~
- ~~(2) On site and out of kind;~~
- ~~(3) Off site and in kind;~~

~~(4) Off site and out of kind.~~

~~For small scale developments (five acres or less), the mitigation bank may be used to meet this requirement.~~

~~(iii) For Category D wetlands, off site compensatory mitigation is not required provided the minimization and restoration steps set forth above in subsections (b)(10)(B) and (C) of this section are followed and best management practices are employed.~~

~~(11) Some wetland units may receive a Category B designation for a portion of the unit and a Category C for the rest of the unit. If on site mitigation is required as compensation for development within the Category B area of the wetland unit under subsection (b)(9)(D)(ii) of this section, the mitigation project should occur within the Category B wetland area unless:~~

~~(A) A suitable site or mitigation opportunity is not available within the Category B wetland area; or~~

~~(B) The same or greater environmental benefit could be gained with less expenditure by conducting a mitigation project with the Category C wetland area.~~

~~(12) General permit conditions. Development activities on Category C and D wetlands shall comply with the general and specific conditions listed in the general permit issued by the U.S. Army Corps of Engineers and administered by the City and Borough, and those conditions are deemed to be incorporated into any wetlands permit. A copy of these conditions will be provided to the applicant as part of the permit application materials and the wetlands permit.~~

~~49.70.1085 Mitigation.~~

- ~~(a) Mitigation strategy. In consultation with a working group comprised of state and federal resource agencies, the wetlands review board will develop a long term, comprehensive wetlands mitigation strategy. The goal of the strategy will be to create the greatest environmental benefit for each mitigation expenditure. The strategy will include:~~
- ~~(1) Restoration and enhancement objectives with consideration to historical losses of wetland acreage and functional values;~~
 - ~~(2) Suitable mitigation sites based on the degree and type of wetlands degradation at each site and opportunities for obtaining the site for the mitigation bank;~~
 - ~~(3) Appropriate and feasible mitigation projects for each identified site;~~
 - ~~(4) Individual functional values that can be recreated at each site with a high probability of success; and~~
 - ~~(5) Restoration and enhancement opportunities outside the proposed mitigation bank sites.~~
- ~~(b) Mitigation bank. A mitigation bank will be established to provide mitigation bank credit to satisfy compensation requirements for certain developments in Category C wetlands. Detailed procedures for the mitigation bank will be established by ordinance at a later date. In the interim, the wetlands review board will consider and require mitigation which meets the standards of section 49.70.270 on a case by case basis, when wetlands permits are issued.~~

~~49.70.1090 Reports on general permit administration.~~

- ~~(a) The department shall prepare and submit quarterly reports to the U.S. Army Corps of Engineers regarding the implementation of the general permit. The quarterly reports shall compile information on wetlands permits issued by the City and Borough under the general permit and shall include copies of all applications and wetlands permits.~~
- ~~(b) The department shall submit an annual report to the U.S. Army Corps of Engineers that includes the total acreage permitted for discharge of dredged and fill material, the number of permits granted, the average permit processing time, and enforcement activities.~~

~~49.70.1095 Plan amendments.~~

- ~~(a) Amendments to the Juneau Wetlands Management Plan and this article may be initiated by the City and Borough as necessary to include new wetland areas into the plan, incorporate new information regarding wetland values, revise wetland unit classifications, revise or supplement the standards for issuance of permits, or make other changes necessary for the proper management of wetlands in the Juneau area. Amendments will be subject to a public hearing process, review by the wetlands review board and the planning commission, and review and approval by the assembly. Amendments will require approval of the Alaska Coastal Policy Council and the Federal Department of Commerce, Office of Ocean and Coastal Resources Management, as a change to the Juneau Coastal Management Program. The approval of the U.S. Army Corps of Engineers will also be required if the amendments affect wetlands covered under the general permit.~~

~~(b) The Juneau Wetlands Management Plan will be reviewed and updated every five years to respond to new data and to improve its implementation. The review will be conducted by the wetlands review board, with assistance from the department and oversight and participation by the state and federal resource agencies. Public and agency comments on the implementation of the plan and any suggested changes will be solicited. The review will commence in sufficient time to complete the review and recommendations prior to renewal of the general permit. The review will include information on the number of wetlands permits issued through the local wetland permit process and by the U.S. Army Corps of Engineers, the number of acres filled in Category A, B, C and D wetlands, loss of wetland functions and values, the status and implementation of the mitigation bank, and other information necessary to evaluate cumulative impacts, other requirements of the U.S. Army Corps of Engineers, and compliance with the requirements of the Alaska Coastal Management Program.~~

~~49.70.1097 Enforcement.~~

~~Enforcement procedures for wetlands permits are provided in sections 49.10.600—49.10.660. Local enforcement measures shall not supersede or replace the authority of the U.S. Army Corps of Engineers and the U.S. Environmental Protection Agency to enforce the Clean Water Act, including enforcement against unauthorized fills and violations of individual or general wetlands permits issued for discharges of dredged and fill material.~~

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Section 4. Effective Date. This ordinance shall be effective 30 days after its adoption.

Adopted this _____ day of _____, 2023.

Attest: _____
Beth A. Weldon, Mayor

Elizabeth J. McEwen, Municipal Clerk

A REGULATION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

**Adoption of Title 53, Chapter 09
Sand and Gravel Pricing**

PURSUANT TO AUTHORITY GRANTED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU, THE MANAGER ADOPTS THE FOLLOWING REGULATIONS:

Section 1. Authority. These regulations are proposed for adoption pursuant to CBJC 01.60, CBJC 53.09.015, and CBJC 53.09.325.

Section 2. Adoption of Regulations. The City and Borough of Juneau Administrative Code is amended adding a new chapter in Title 53, to read:

Chapter 09 SAND AND GRAVEL PRICING

53 CBJAC 09.325 Fee schedule.

(a) Fee. The fee for sand and gravel sales from the Lemon Creek Material Sources is \$4.90 per ton.

(b) CPI adjustment. For each calendar year after 2024, the fee assessed in this section will be equal to the previous fiscal year's fee, adjusted by the Consumer Price Index - Urban Alaska (CPI) as reported by the Alaska Department of Labor & Workforce Development. The Manager will adjust the fees for sand and gravel based on the CPI each year.

Section 3. Notice of Proposed Adoption of a Regulation. The notice requirements of CBJ 01.60.200 were followed by the agency. The notice period began on February 16, 2023, 2023, which is not less than 21 days before the date of adoption of these regulations as set forth below.

Adoption by Agency

After considering all relevant matter presented to it, the agency adopts these regulations as set forth above. The agency will next seek Assembly review and approval.

Date: _____

Duncan Rorie Watt
City Manager

Legal Review

These regulations have been reviewed and approved in accordance with the following standards set forth in CBJ 01.60.250:

- (1) Consistency with federal and state law and with the charter, code, and other municipal regulations;
- (2) The existence of code authority and the correctness of the required citation of code authority; and
- (3) Its clarity, simplicity of expression, and absence of possibility of misapplication.

Date: _____
Sherri Layne
Assistant Municipal Attorney

Assembly Review

These regulations were presented to the Assembly at its meeting of _____, 2023. They were adopted by the Assembly.

Date: _____
Elizabeth J. McEwen, Municipal Clerk

Filing with Clerk

I certify, as the clerk of the City and Borough of Juneau, that the following statements are true:

- 1. These regulations were accepted for filing by the office of the clerk at ____:____ a.m./p.m. on the _____ day of _____, _____.
- 2. After signing, I will immediately deliver or cause to be delivered copies of this regulation to the attorney and the director of libraries.
- 3. A permanent file of the signed originals of these regulations will be maintained in this office for public inspection.
- 4. Effective date: _____.

Date: _____
Elizabeth J. McEwen, Municipal Clerk

"ECONOMIC IMPACT" NOTE

Regulation 53 CBJAC 09.325

OPERATIONAL IMPACT

(Circle One)

No

Yes

(If Yes, Explain in Detail)

Purpose: In order to continue development and operation of the North Lemon Creek Gravel Source “NLCMS” along with the maintenance and eventual closure of the South Lemon Creek Gravel Source “SLCMS” on a cost-neutral basis, pricing of materials must increase significantly. Data over the previous 11 years, including capital expenditures and operating costs reveal that on average, the CBJ spends approximately 100% more each year than the revenue it receives from gravel material fees. Current CBJ pit run pricing is \$2.45/ton. As a comparison, AggPro has pit run available for \$10.50/ton, while Alaska Juneau Construction has pit run available at \$9.40/ton. The proposal is to double the pit run price from the current \$2.45/ton rate to \$4.90/ton, allowing future operations to be approximately cost-neutral. The proposed new rate of \$4.90/ton, while an increase, is still well below rates charged by other vendors.

Revenue increase: The implementation of the Rates and Fees Regulation would increase the sand and gravel fee schedule from \$2.45 per ton to \$4.90 per ton.

Explanation of Impact: There will be operational impact to the pits and quarries budget due to this regulation. Pursuant to 53 CBJAC 09.325, the regulation will establish fees for the CBJ sand and gravel pricing in order to achieve cost neutral operation. The regulation will further allow annual adjustment to the established fee by the Consumer Price Index – Urban Alaska (CPI), as reported by the Alaska Department of Labor & Workforce Development. The most impacted will be the CBJ and the State of Alaska because CBJ only opens the NLCMS for public projects and does not sell those resources to the private sector.



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

TO: Mayor Weldon and Assembly
DATE: April 12, 2023
FROM: Rorie Watt, City & Borough Manager
RE: Resignation – Effective September 29, 2023

Today marks the 30th anniversary of my original CBJ hire date, and this Sunday marks my seventh anniversary as City and Borough Manager (my eighth CBJ job). I am truly grateful for the career, training, job advancement opportunities and benefits of sustained CBJ employment; who knew that entry level seasonal employment in 1992 would lead to a 30 year career culminating in the Manager's office. What a time it has been!

I respectfully would like to complete municipal service at the end of this September. Not many people are lucky enough to be Manager of their home town and it will soon be time for me to pursue other life interests – I have many!

CBJ is a fantastic team of employees and I am most proud of the strength of the organization. Our employees are prepared to find solutions to the challenges of the day; and I can assure you that every day brings new challenges. HR Director Hargrave and Deputy Manager Barr are ready to assist the Assembly in crafting a hiring process for your next Manager.

Thank you for your support!

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

5
6 **Amendment 1 (via Assemblymember Smith)**

7
8 **Motion:** I move to amend Ordinance 2023-21 at **Section 4. Other Terms and Conditions**,
9 by adding a new subsection (d), and renumbering the subsections, to read:

10
11 ...

12
13 **Section 4. Other Terms and Conditions.**

- 14
15 a. The lease shall be for one-year with a one-year renewal option.
16
17 b. The lease shall exclude the use of the leased premises on Sundays.
18
19 c. The lease shall authorize the use from May 1 through October 1 each
20 year.
21
22 d. The lease holder shall promptly notify the manager of any accident,
23 injury or claim relating to the permitted activity, including injuries of
24 domestic animals.
25
26 ~~d. e.~~ The Manager may include such other terms and conditions as may be in
27 the public interest and in accordance with CBJC Title 53.
28
29 ...