



SPECIAL ASSEMBLY MEETING 2023-18

AGENDA

July 31, 2023 at 6:30 PM

Assembly Chambers/Zoom Webinar

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

Submitted By:

Duncan Rorie Watt, City Manager

A. CALL TO ORDER

B. LAND ACKNOWLEDGEMENT

We would like to acknowledge that the City and Borough of Juneau is on Tlingit land, and wish to honor the indigenous people of this land. For more than ten thousand years, Alaska Native people have been and continue to be integral to the well-being of our community. We are grateful to be in this place, a part of this community, and to honor the culture, traditions, and resilience of the Tlingit people. *Gunalchéesh!*

C. ROLL CALL

D. MANAGER'S REQUEST FOR AGENDA CHANGES

E. SPECIAL ORDER OF BUSINESS

1. Special Recognition of Retiring Juneau Police Chief Ed Mercer

F. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

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.

G. CONSENT AGENDA

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

Assembly Request for Consent Agenda Changes

Assembly Action

ORDINANCES FOR INTRODUCTION

2. Ordinance 2023-34 An Ordinance Authorizing the Eaglecrest Ski Area to Enter into a Franchise Agreement with Evan and Kaitlin Morgan, Doing Business as Pittman's Pub for Beer and Wine Sales.

This ordinance would authorize the Eaglecrest Ski Area to enter into a franchise agreement with Pittman's Pub LLC to provide Beer and Wine Sales at Eaglecrest Ski Area during the winter season consistent with the Ski Area Operating Calendar. On June 5th 2017 the Assembly Adopted Resolution 2793(b) authorizing the Eaglecrest Board to approve on a case by case basis, the sale, possession, and consumption of beer, wine, alcoholic ciders and other similar malt beverages in connection with a valid permit issued under City and Borough of Juneau Code of Regulations, Title 11 Chapter 7 with a licensed vendor holding a valid liquor license issued by the State of Alaska. The federal Land and Water

Conservation Fund prohibits CBJ from issuing leases at Eaglecrest. However, CBJ can grant a franchise agreement as a mechanism to formalize a business relationship. Eaglecrest solicited a Request For Interest (RFI 23-174) and received no responses. After the solicitation closed Eaglecrest continued to look for suitable vendors and was contacted by two interested parties. After pursuing the opportunities further Pittman's Pub LLC was the only remaining interested party. This Ordinance would allow Pittman's Pub to operate for five consecutive winter seasons.

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

3. Ordinance 2022-06(b)(AZ) An Ordinance Appropriating \$134,526 to the Manager for the Design Phase of the Ramp Improvements Capital Improvement Project; Funding Provided by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant.

This ordinance would appropriate \$134,526 in Airport Improvement Program grant funding for the Ramp Improvements CIP. This funding would provide for the design phase of the rehabilitation of large air carrier and air taxi ramps. The local match requirement will be provided by previously appropriated 1% sales tax funds in the Ramp Improvements CIP. This award increases the \$2,017,881 grant appropriated under Ordinance 2022-06(b)(M).

The Airport Board reviewed this request at the July 13, 2023 meeting.

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

4. Ordinance 2023-14(b)(H) An Ordinance Appropriating \$1,795,267 to the Manager for the Construction Phase of the Gate 5 Passenger Boarding Bridge Capital Improvement Project; Funding Provided by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant.

This ordinance would appropriate \$1,795,267 in Airport Improvement Program grant funding for the Gate 5 Passenger Boarding Bridge CIP. This funding would provide for the acquisition, construction, and installation of a new passenger boarding bridge, replacing a 21-year-old, inoperable jet bridge. The local match requirement will be provided by previously appropriated 1% sales tax funds in the Gate 5 Passenger Boarding Bridge CIP.

The Airport Board reviewed this request at the July 13, 2023 meeting.

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

5. Ordinance 2023-14(b)(I) An Ordinance Appropriating up to \$19,000,000 to the Manager for the Construction Phase of the Ramp Improvements Capital Improvement Project; Funding Provided by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant.

This ordinance would appropriate up to \$19,000,000 in Airport Improvement Program grant funding for the Ramp Improvements CIP. This funding would provide for the construction of a new remain overnight (RON) large aircraft parking ramp, rehabilitate deteriorating pavement for large and commercial aircraft parking ramps, repair failing ramp drainage and catch basins, and upgrade ramp lighting. The local match requirement will be provided by previously appropriated CARES Act funding in the Ramp Improvements CIP.

The Airport Board will review this request at the August 10, 2023 meeting.

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

6. Ordinance 2023-14(b)(J) An Ordinance Appropriating \$280,000 to the Manager for the Safe Streets for All (SS4A) Capital Improvement Project; Grant Funding Provided by the U.S. Department of Transportation, Federal Highway Administration.

CBJ has been awarded a \$280,000 Safe Streets for All (SS4A) grant from the Federal Highway Administration. The SS4A grant's goal is to develop a holistic, well-defined strategy to prevent roadway fatalities and serious injuries. Funding would be used to conduct a full road safety analysis, taking inventory of all previous crashes, historical trends, conditions, severity of injuries, community and partner input, and other factors throughout the borough. The safety analysis would produce a list of projects and guide the creation and implementation of the Comprehensive Safety Action Plan. Once the plan is implemented, the CBJ would be eligible for additional road safety grant funding. A local match requirement of \$70,000 will be provided by previously appropriated funds in the FY24 CIP Resolution 3016(b).

The Public Works and Facilities Committee reviewed this request at the June 26, 2023 meeting.

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

7. STAFF REPORT

Manager's Staff Report re: Huna Totem Cruise Ship Dock Proposal Conditional Use Permit Update

This Staff Report is part of the Consent Agenda, a Memorandum and Notice of Decision are included in the packet.

[Clerk's Note: For documents & additional information on the Planning Commission review of the Conditional Use Permits for this project, please see the <https://juneau.org/community-development/short-term-projects> webpage.]

H. MAYOR/COMMITTEE/LIAISON REPORTS

I. EXECUTIVE SESSION

City Manager Recruitment and Selection

Suggested Motion: Motion by xx, "I move we recess into executive session to discuss matters that the immediate knowledge of which would defame or prejudice the character or reputation of any person, specifically those individuals invited to interview with the committee, and to discuss recruitment examination materials that are confidential."

J. SUPPLEMENTAL MATERIALS

K. ADJOURNMENT

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

Presented by: The Manager
Presented: 07/31/2023
Drafted by: S. Layne

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA
Serial No. 2023-34

An Ordinance Authorizing the Eaglecrest Ski Area to Enter into a Franchise Agreement with Evan and Kaitlin Morgan, Doing Business as Pittman’s Pub for Beer and Wine Sales.

WHEREAS, in 1975 and 1983, federal Land and Water Conservation Funds were used to develop Eaglecrest Ski Area, which imposed permanent restrictions prohibiting conversion of any property interest including 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 City and Borough of Juneau Charter allows the Assembly to authorize franchises by ordinance, CBJ Charter 5.2(c); and

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

WHEREAS, the Eaglecrest Ski Area solicited statements of interest for the Eaglecrest Beer and Wine Sales in (RFI 23-174), and received no responses during the initial solicitation; and

WHEREAS, City and Borough of Juneau (“CBJ”) staff contacted other Beer and Wine vendors who did not express an interest in the Beer and Wine Concessionaire opportunity and found Pittman’s Pub to be the only interested party; 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.** Eaglecrest has two locations which Concessionaire may use to provide concessions (“Concession Premises”). The first location is a designated bar concession

space with a handwashing sink behind a permanently positioned bar located in the Fish Creek Lodge adjacent to the cafeteria. The second is a twenty-five-foot (25') wide by thirty-five-foot (35') deep outdoor commercial tent with overhead propane heat and a permanently mounted bar adjacent to the base of the Hooter Chairlift, which includes a small storage shed. All utilities necessary shall be provided by Eaglecrest or Concessionaire under the terms of this Contract. CBJ reserves the exclusive right to provide all food service at Eaglecrest including during all open bar concession hours.

(c) **Kitchen and restrooms.** Vendor may use restrooms and water from the kitchen. The vendor may also use the kitchen on "off hours" if agreed to by the Ski Area Manager and vendor. "Off hours" being defined as hours when the kitchen is not being used by Eaglecrest staff for washing any glassware or serving equipment.

(d) **Communication system.** Vendor may use of the Eaglecrest Secure WIFI network for credit card transactions.

(e) **Term.** Each franchise term is one winter operating season, generally running December 1st until April 15th terminating on the last day of the winter operating season. Vendor may request to renew this franchise authorization annually by sending written notice to the Ski Area Manager by September 15th, 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 winter seasons expiring October 1, 2028, with an annual renewal option.

(f) **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.

(g) **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, including CBJ Conditional Use Permit USE2005-00060. Vendor shall ensure compliance and is responsible with this franchise authorization for Vendor's agents, employees, customers, and guests.

(h) **Insurance.**

Commercial General Liability Insurance. Concessionaire must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against Concessionaire. This amount must be at least one million dollars (\$1,000,000.00) per occurrence, and two million dollars (\$2,000,000.00) aggregate. **This insurance policy is to contain, or be endorsed to contain, additional insured status for CBJ, its officers, officials, employees, and volunteers.** If additional insured status is provided in the form of an endorsement to Concessionaire's insurance, the endorsement shall be at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used.

Comprehensive Automobile Liability Insurance. Concessionaire must maintain Comprehensive Automobile Liability Insurance, which coverage shall apply to all owned, hired, and non-owned vehicles, with one million dollars (\$1,000,000.00) combined single limit coverage. **This insurance policy is to contain, or be endorsed to contain, additional insured status for CBJ, its officers, officials, employees, and volunteers.**

Workers Compensation Insurance. If required by Alaska Statute (*see* Alaska Statute 23.30), Concessionaire must maintain Workers Compensation Insurance to protect Concessionaire from any claims or damages for any bodily or personal injury or death which may arise from services performed under this Contract. This requirement applies to Concessionaire's firm, Concessionaire's subcontractors and assignees, and anyone directly or indirectly employed to perform work under this Contract. Concessionaire must notify CBJ as well as the State Division of Workers Compensation immediately when changes in Concessionaire's business operation affect Concessionaire's insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of one million dollars (\$1,000,000) per injury and illness, and one million dollars (\$1,000,000.00) aggregate. **If Concessionaire is exempt from Alaska Statutory Requirements, Concessionaire must provide written confirmation of this status in order for CBJ to waive this requirement.**

Liquor Liability. Liquor Liability: Insurance Services Office Form CG 00 33 04 13 covering Liquor Liability on an "occurrence" basis, with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The Liquor Liability will cover the furnishing of alcoholic beverages.

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

(j) **Hours of operation.** Vendor must operate the business at a minimum every weekend day and holiday that Eaglecrest is open during the winter. The business will be available from 11:00am until one hour after the chairlifts close. Vendor may operate other hours as approved by the Ski Area Manager.

(k) **General permit fees.**

a. The Concession Fee payable by Concessionaire to CBJ for this Contract year shall be five percent (5%) of Concessionaire's gross sales or six hundred dollars (\$600), whichever is the larger sum, for the months of January, February, and March. For each partial month, (December and April), the Concession Fee shall be 5% of Concessionaire's gross sales or three hundred dollars (\$300) whichever is the larger sum. The Concession Fee shall be calculated monthly and remitted to CBJ within fifteen (15) days after the end of each month this Contract is in effect. Late payments not made by the 20th of the month due shall bear interest at a rate established by ordinance for late payments or at the rate of twelve percent (12%) *per annum*, if no rate has been set by ordinance.

1 **b. Concessionaire** will pay as follows for utilities: heating fuel (paid directly to propane
2 vendor or to CBJ based on actual billing from propane vendor), internet and electricity at a
3 monthly fee of \$150 paid directly to CBJ.

4 **(l) Fees charged by vendor.** Pursuant to 11 CBJAC 07.040(b)(3)(A), Vendor must submit
5 to the Ski Area Manager a schedule of fees and charges to customers prior to the beginning of
6 each ski season.

7 **(m) Monthly revenue reports.** Vendor must submit to the Ski Area Manager a complete
8 revenue report detailing the gross revenues for each month of operation. Reports are due on or
9 before the last day of the following month. (For example, the February 2024 report will be due
10 on or before March 31, 2024). Reports shall contain a breakdown of the gross receipts by the
11 activity which produced such receipts.

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

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

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

(q) Permit transfer. Pursuant to 11 CBJAC 07.030(e), business may only be conducted under
this franchise authorization by Pittman's Pub, LLC, and this franchise authorization may not
be sold, assigned, leased, rented, mortgaged, or otherwise transferred unless Vendor's entire
business interest in Pittman's Pub, 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.

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

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

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

21 (t) **Vendor's Confidential Information.** The parties acknowledge that as a result of
22 Vendor's operations under this franchise authorization, CBJ may acquire information regarding
23 Vendor's business that may be protected as confidential under state or CBJ law. Vendor
24 acknowledges and understands that the CBJ is subject to the Alaska Public Records Act (AS
25 40.25.120) and that all documents received, owned, or controlled by the CBJ in relation to this
franchise authorization must be made available for the public to inspect upon request, unless
an exception applies. It is Vendor's sole responsibility to clearly identify any documents Vendor
believes are exempt from disclosure under the Public Records Act by clearly marking such
documents "Confidential." Should the CBJ receive a request for records under the Public
Records Act applicable to any document marked "Confidential" by Vendor, the CBJ will notify
Vendor as soon as practicable prior to making any disclosure. Vendor acknowledges it has five
(5) calendar days after receipt of notice to notify the CBJ of its objection to any disclosure, and
to file any action with any competent court Vendor deems necessary in order to protect its
interests. Should Vendor fail to notify the CBJ of its objection or to file suit, Vendor shall hold
the CBJ harmless of any damages incurred by Vendor as a result of the CBJ disclosing any of
Vendor's documents in the CBJ's possession. Additionally, Vendor may not promise
confidentiality to any third party on behalf of the CBJ, without first obtaining express written
approval by the CBJ.

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

(v) **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
Introduced: July 31, 2023
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

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

An Ordinance Appropriating \$134,526 to the Manager for the Design Phase of the Ramp Improvements Capital Improvement Project; Funding Provided by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant.

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 \$134,526 for the design phase of the Ramp Improvements Capital Improvement Project (A50-104).

Section 3. Source of Funds

Federal Aviation Administration	\$134,526
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Section 4. Effective Date. This ordinance shall become effective upon adoption.

Adopted this _____ day of _____, 2023.

Beth A. Weldon, Mayor

Attest:

Elizabeth A. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: July 31, 2023
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2023-14(b)(H)

An Ordinance Appropriating \$1,795,267 to the Manager for the Construction Phase of the Gate 5 Passenger Boarding Bridge Capital Improvement Project; Funding Provided by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant.

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

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

Section 2. Appropriation. There is appropriated to the Manager the sum of \$1,795,267 for the construction phase of the Gate 5 Passenger Boarding Bridge Capital Improvement Project (A50-107).

Section 3. Source of Funds

Federal Aviation Administration \$ 1,795,267

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

Adopted this _____ day of _____, 2023.

Beth A. Weldon, Mayor

Attest:

Elizabeth A. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: July 31, 2023
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2023-14(b)(I)

An Ordinance Appropriating up to \$19,000,000 to the Manager for the Construction Phase of the Ramp Improvements Capital Improvement Project; Funding Provided by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant.

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 \$19,000,000 for the construction phase of the Ramp Improvements Capital Improvement Project (A50-104).

Section 3. Source of Funds

Federal Aviation Administration	\$19,000,000
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Section 4. Effective Date. This ordinance shall become effective upon adoption.

Adopted this _____ day of _____, 2023.

Beth A. Weldon, Mayor

Attest:

Elizabeth A. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: July 31, 2023
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2023-14(b)(J)

An Ordinance Appropriating \$280,000 to the Manager for the Safe Streets for All (SS4A) Capital Improvement Project; Grant Funding Provided by the U.S. Department of Transportation, Federal Highway Administration.

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

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

Section 2. Appropriation. There is appropriated to the Manager the sum of \$280,000 for the Safe Streets for All (SS4A) Capital Improvement Project (D24-099).

Section 3. Source of Funds

U.S. Department of Transportation	\$280,000
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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 J. McEwen, Municipal Clerk



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 and Assembly

Date: 7/25/2023

From: Rorie Watt, City Manager

Re: Huna Totem Cruise Ship Dock Proposal Conditional Use Permit Update

At the regularly scheduled meeting on July 11th, the Planning Commission issued a Notice of Decision for a portion of the proposed Huna Totem cruise ship dock and uplands development program at the downtown sub port location.

The NOD is attached and provides approval for a cruise ship dock (subject to several conditions, including a navigation study that has not been evaluated) but does not approve the associated uplands development proposal.

A second Conditional Use Permit for the following: "up to 50,000 square feet of retail and related uses, underground bus staging and vehicle parking, and a park." will be evaluated by the Commission at its meeting on August 9th.

As these CUPs are still before the Planning Commission (and under required appeal periods), it is not appropriate for the Assembly to engage on these topics at this time. Once the PC and CUP process is complete, the Assembly will have opportunity to hold public hearings in accordance with the attached memorandum from January 2021 which outlines the public process for a fifth cruise ship dock.



Planning Commission

(907) 586-0715

PC_Comments@juneau.org

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

155 S. Seward Street • Juneau, AK 99801

**PLANNING COMMISSION
NOTICE OF DECISION**

Date: July 20, 2023
Case No.: USE2023 0003

Huna Totem Corporation
9301 Glacier Hwy, Ste. 200
Juneau, AK 99801

Proposal: Conditional Use Permit for mixed use development: Up to 50,000 square feet of retail and related uses, underground bus staging and vehicle parking, and a park. Includes floating steel dock up to 70 feet wide and 500 feet long.

Property Address: 0 Egan Drive

Legal Description: Juneau Subport Lot C1

Parcel Code No.: 1C060K010031

Hearing Date: July 11, 2023

The Planning Commission, at its regular public meeting, adopted the analysis and findings listed in the attached memorandum dated June 29, 2023 as they pertain to the floating dock. The Commission approved a Conditional Use Permit for a floating steel dock up to 70 feet wide and 500 feet long. The project is to be conducted as described in the project description and project drawings submitted with the application, and with the following conditions:

1. A Temporary Certificate of Occupancy will not be issued for the dock until the tidelands lease is recorded.
2. The minimum width of the Applicant – constructed seawalk on the south side of the lot will be 16 feet wide. The minimum width of the Applicant-constructed seawalk on the west side of the lot will be 20 feet.
3. Before Temporary Certificate of Occupancy for any phase or element of the project, the Applicant will record an easement for CBJ maintenance and management of the seawalk. The easement will be at least 16 feet wide on the south side of the lot, and 20 feet wide on the west side of the

- lot. The easement will be comparable to such easements in place for other dock owners.
4. The Applicant will maintain and operate paths, parks, landscaping, and other amenities (other than the seawalk) for year-round use.
 5. The dock owner will, at their own expense, provide shore power within 24 months after an appropriately-sized power line is within 25 feet of the property line. When shore power is provided, large ships using the dock will be required to use shore power instead of ship power.
 6. Prior to issuance of a building permit, the Applicant must provide a navigability study that includes explicit consideration of access impacts to:
 - Alaska Steam Dock.
 - Cruise Ship Terminal.
 - USCG/NOAA docks.
 - Large traffic, such as material or fuel barges, transiting Gastineau Channel under the bridge.
 - The AJT Mining Properties, Inc. dock.
 - Aircraft using the area for landing and taxiing to the float plane docks.
 7. The dock is limited to one (1) large cruise ship (750 feet or more in length OR 950 or more passengers) each 24 hour period beginning at midnight.
 8. The dock will not accommodate hot berthing.
 9. The dock will not accommodate lightering from a cruise ship at anchor if that ship is over 750 feet in length or accommodates more than 950 passengers at full capacity.

The Commission (Commission) did not adopt the analysis and findings that relate to the uplands portion of the application. The Commission found that the uplands portion of the application did not contain sufficiently specific information, particularly about the portion designated Phase 3, to support a conclusion that the project as a whole would comport with Title 49, including the MU2 land use designation.

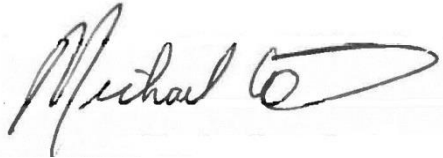
Attachments: June 29, 2023 memorandum from Irene Gallion, Community Development, to the CBJ Planning Commission regarding USE2023 0003.

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

This Notice of Decision constitutes a final decision of the CBJ Planning Commission. Appeals must be brought to the CBJ Assembly in accordance with CBJ 01.50.030. Appeals must be filed by 4:30 P.M. on the day twenty days from the date the decision is filed with the City Clerk, pursuant to CBJ 01.50.030(c). Any action by the applicant in reliance on the decision of the Planning Commission shall be at the risk that the decision may be reversed on appeal (CBJ 49.20.120).

Effective Date: The permit is effective upon approval by the Commission, July 11, 2023.

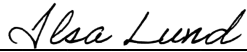
Expiration Date: The permit will expire 18 months after the effective date, or January 11, 2025, if no Building Permit has been issued and substantial construction progress has not been made in accordance with the plans for which the development permit was authorized. Application for permit extension must be submitted thirty days prior to the expiration date.



Michael Levine, Chair
Planning Commission

July 19, 2023

Date



Filed With City Clerk

July 20, 2032

Date

cc: Plan Review

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



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

TO: Deputy Mayor Jones and Assembly Committee of the Whole

DATE: January 20, 2021

FROM: Rorie Watt, City Manager

RE: Subport Development - Assembly Consideration Process, Discussion & Draft Approach

The Assembly has decisions to make on how it wishes to proceed with consideration of the proposed Norwegian Cruise Lines development at the site commonly known as the Juneau Subport. Equally importantly, the public should be clearly advised on how and when they may participate in this process. NCL has hosted several well attended community meetings, but to date CBJ has been silent on its process.

Issues:

1. Long Range Waterfront Plan (LRWP)

- a. The Visitor Industry Taskforce report to the Assembly advised against updating the entire LRWP. I believe that their recommendation was based on two beliefs. First, that the LRWP is still a valid and useful document and that the effort of developing or updating the entire plan is not warranted. Second, their support of consideration of a dock at the Subport indicates that they believe that a dock could be allowed at that location under the Plan.
- b. It is less than perfectly clear whether a cruise ship dock at the Subport would be found in conformance with the LRWP; there appear to be arguments in support and against a finding of conformance. Attachments to this memo illustrate some relevant portions of the Plan.
 - i. Area B of the plan shows an extended wharf along the alignment of the USCG Dock and a small boat harbor. The extended wharfage is long enough to accommodate a large ship and the Plan does not explicitly prohibit a cruise ship dock. This diagram is also consistent with the 2003 Subport Vicinity Revitalization Plan, which is referenced in the LRWP.
 - ii. The extended wharfage in Area B is shown with smaller vessels and does not explicitly show a cruise ship dock, like the Plan shows in Areas C, D and E. Moreover, contemporary public polling that was completed at the time the LRWP was intentionally included in the Plan. The Plan shows that at the time of adoption, unsupported initiatives included majority opposition against one or two cruise ships at the Subport.

2. **CBJ is the owner of the adjacent tidelands.**

- a. In order to develop the current proposal (or components or other variations), NCL would need to lease municipally owned tidelands.
- b. Per the Land Management Plan (Map 22 to Ordinance 2016-18), the tidelands adjacent to the Subport are managed by Docks & Harbors. However, the Assembly has verbally advised D&H that the Assembly intends to take active control of management decisions with regard to the proposed NCL development.
- c. In accordance with 53.09, municipal tidelands may be leased for not less than fair market value. Upon receipt of an application, code requires that:

"the proposal shall be reviewed by the assembly for a determination of whether the proposal should be further considered and, if so, whether by direct negotiation with the original proposer or by competition after an invitation for further proposals. Upon direction of the assembly by motion, the manager may commence negotiations for the lease, sale, exchange, or other disposal of City and Borough land."

- d. These municipal tidelands are categorized in the CBJ Land Management Plan as properties that the CBJ should "Retain."

3. **Conditional Use Permitting.**

- a. The proposed development will require a Conditional Use Permit. When an application has been submitted to the Community Development Department, staff will review the application, make findings regarding conformance with code and adopted plans and make a recommendation for or against the proposal (with or without conditions) to the Planning Commission. The public will have the opportunity to comment to the Planning Commission on the permit.
- b. In the event of an appeal of the decision of the Planning Commission, the Assembly can choose to appoint a member as the Presiding Officer and hear such an appeal, or it may choose to hire an independent Hearing Officer. In the event that the Assembly cannot find that it would be impartial to hearing such an appeal, the Assembly may be advised by the Attorney to hire an independent Hearing Officer.

4. **Adjacent or Coordinated Development.**

- a. Docks & Harbors is currently working on the "Small Cruise Ship Berthing Plan." That plan has preliminarily identified a preferred development option that is adjacent to and coordinates with the proposed NCL development.
- b. Engineering Department staff have been working on developing a waterfront seawalk from the bridge to the rock dump, in conformance with the Long Range Waterfront Plan.

5. **Negotiations with Federal Government.**

- a. The NCL proposal would impact federal facilities and would require negotiation and agreement with the US Coast Guard and possibly NOAA.
- b. The D&H planning effort would require negotiation and agreement with NOAA and possibly the USCG.

- c. Neither negotiation is likely to be successful unless the CBJ Assembly firmly supports proposed developments.

Draft Approach:

The Assembly should choose a process that affords it the decision-making capacity that is most important to the body and that also allows the public to participate at various stages in the process. I believe that the fundamental decision is whether or not a cruise ship dock at this location is in the best interests of the citizens of Juneau. In order to adequately answer that question, a significant level of detail is necessary and that detail must be developed through a public process. I recommend the Assembly approach the proposed development in the following order:

- A. Consider amending the LRW Plan to explicitly state that a large cruise ship dock at the Subport could be in conformance with adopted plans and codes. This accomplishes two objectives.

First, it shifts the conversation from "is a dock allowed in the LRWP" to "should a dock be permitted at this location."

Second, it removes likely debate that could lead to an appeal. Ultimately, this debate would be distracting from better questions.

The LRWP original process was heavily informed by the public, amending the plan can be the first step for citizens to participate in Assembly process in a meaningful way.

- B. Decide that in the event of an appeal of a Conditional Use Permit for this proposed development, that such an appeal should be heard by an independent Hearing Officer (and not the Assembly as is common practice). This decision would allow the Assembly greater latitude to direct the Manager to pursue negotiations with NCL, and federal agencies, receive updates, ask questions and give direction on the planning of closely related developments for seawalks and small cruise ships. By planning for a Hearing Officer (as needed), the Assembly may most fully participate in development discussions.
- C. Upon receipt of application for a land lease of the municipal tidelands, direct the Manager to commence negotiations for a lease with the "original proposer", and wait for the completion of Conditional Use Permit process prior to considering an Ordinance that would authorize a land lease.

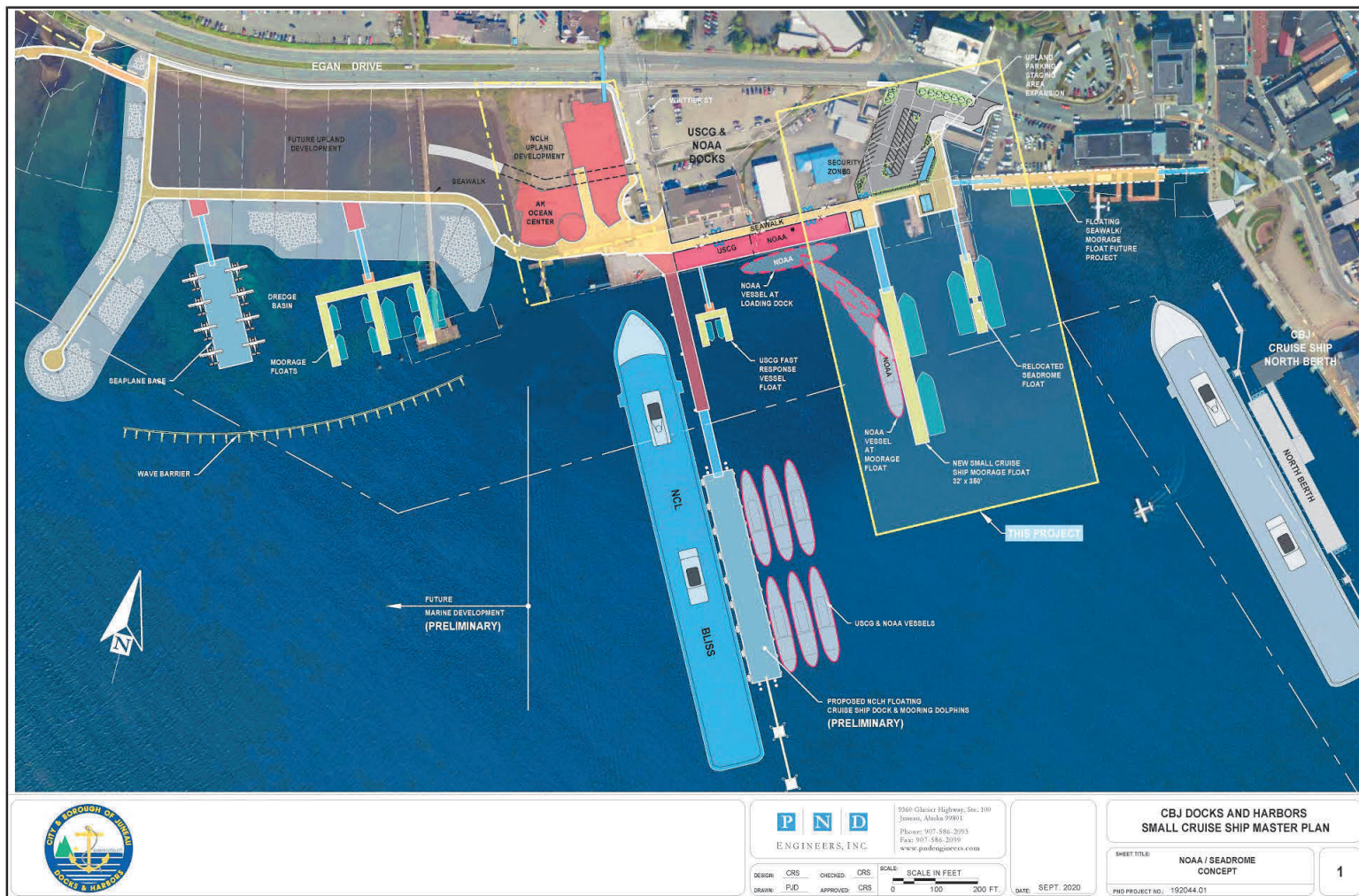
This process (likely are other good ones) would allow the Assembly, Planning Commission, and the public to sequentially address three questions:

1. Should a dock at the Subport be considered?
2. Should a dock at the Subport be permitted, and if so, under what conditions?
3. Once the full details of the proposal are known, should the Assembly lease land for the development of a cruise ship dock at the Subport?

I recommend that the Assembly consider and accept or modify this approach; clarity of process will benefit both the applicant and the public. As it would represent a major policy decision, I further recommend that you provide the public an opportunity to comment before a final decision is made.

Attachments:

- 1. NOAA Seadrome Site Concepts**
- 2. 2004 Long Range Waterfront Plan excerpts**
 - A. Figure 23: Area B (Subport) Alternative Concepts
 - B. Figure 28: Juneau's Downtown Waterfront Plan 2025 Concept PlanThe entire LRWP can be found [HERE](#)
 - i. Subport design guidelines can be found on Pages 47-50
 - ii. Public survey results can be found in Appendix A, pages 73-76



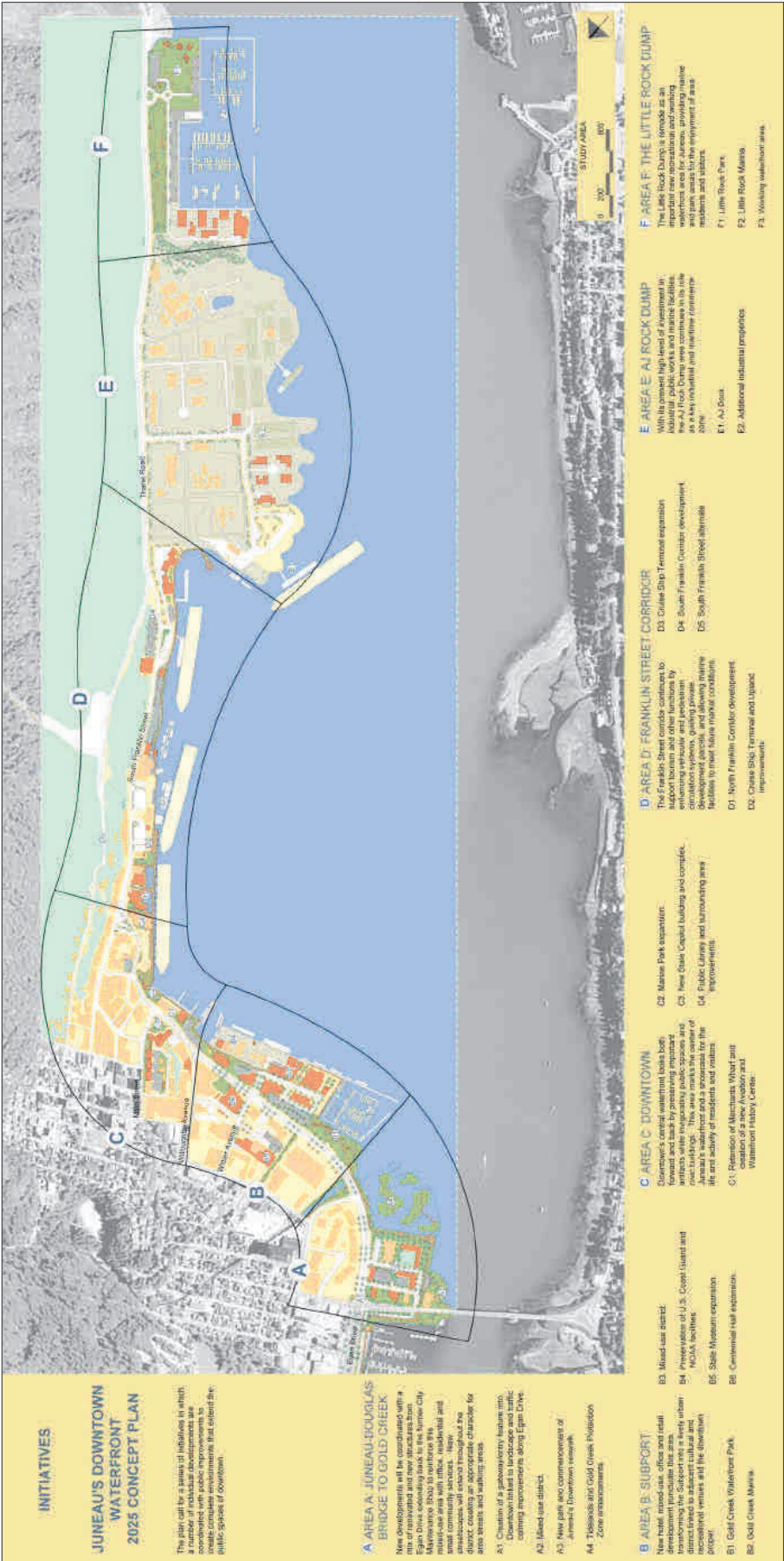
Area B: Subport

Alternatives prepared for the Subport redevelopment area contemplate similar upland organization as illustrated in the Draft 2003 Subport Vicinity Revitalization Plan coupled with waterside development schemes ranging from a marina to a twin cruise ship pier. Each alternative presents a large public park and recreation area east of Gold Creek and preservation of operations found at the U.S. Coast Guard and NOAA facilities.

Figure 23: Area B (Subport) Alternative Concepts



Figure 28: Juneau's Downtown Waterfront 2025 Concept Plan



The 2003 Long Range Waterfront Master Plan for the City and Borough of Juneau (FINAL, November 22, 2004)